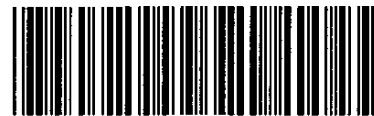


OS IN01

Registration of an overseas company opening a UK establishment



Companies House



L7Y87WJU
LD1 30/01/2019 #66

COMPANIES HOUSE
For further information, please
refer to our guidance at
www.gov.uk/companieshouse

WEDNESDAY

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.

FC035922

Part 1 Overseas company details (Name)

For official use

A1 Corporate name of overseas company

Corporate name ①

Harbour Cayman Holdings, 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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Registration of an overseas company opening a UK establishment

Part 2 Overseas company details

B1	Particulars previously delivered	
	Have particulars about this company been previously delivered in respect of another UK establishment.❶ → 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 date.	❶ 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 accounts.
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
B2	Credit or financial institution	
	Is the company a credit or financial institution?❷ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	❷ Please tick one box.
B3	Company details	
	If the company is registered in its country of incorporation, please enter the details below.	❸ Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.
Legal form ❸	Limited Liability company	
Country of incorporation *	Cayman Islands	❹ This will be the registry where the company is registered in its parent country.
Identity of register in which it is registered ❹	Registrar of Limited Liability Companies	
Registration number in that register	1 7 9 0 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
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.	❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state.
Governing law ❺	Limited Liability Companies Law (2018 Revision)	
	Is the company required to prepare, audit and disclose accounting documents under parent law? → Yes Complete the details below. → No Go to Part 3 .	

OS IN01

Registration of an overseas company opening a UK establishment

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. ❶

☐ 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.

❶ Please tick the appropriate box(es).

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Registration of an overseas company opening a UK establishment

Part 3 Constitution

C1	Constitution of company <p>The following documents must be delivered with this application.</p> <ul style="list-style-type: none">- Certified copy of the company's constitution and, if applicable, a certified translation. <p>Please tick the appropriate box(es) below.</p> <p><input checked="" type="checkbox"/> I have enclosed a certified copy of the company's constitution. ^①</p> <p><input type="checkbox"/> I enclose a certified translation, if applicable. ^②</p>	<p>^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.</p> <p>^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.</p>																				
C2	EEA or non-EEA member state <p>Was the company formed outside the EEA?</p> <p>→ Yes Go to Section C3.</p> <p>→ No Go to Part 4 'Officers of the company'.</p>																					
C3	Constitutional documents <p>Are all of the following details in the copy of the constitutional documents of the company?</p> <ul style="list-style-type: none">- Address of principal place of business or registered office in home country of incorporation- Objects of the Company- Amount of issued share capital <p>→ Yes Go to Part 4 'Officers of the company'</p> <p>→ No If any of the above details are not included in the constitutional documents, please enter them in Section C4.</p> <p>The information is not required if it is contained within the constitutional documents accompanying this registration.</p>																					
C4	Information not included in the constitutional documents <p>Please give the address of principal place of business or registered office in the country of incorporation. ^①</p> <table border="1"><tr><td>Building name/number</td><td>SIX, 2nd Floor</td></tr><tr><td>Street</td><td>Cricket Square, Hutchins Drive</td></tr><tr><td></td><td>PO Box 2681</td></tr><tr><td>Post town</td><td>George Town</td></tr><tr><td>County/Region</td><td>Grand Cayman</td></tr><tr><td>Postcode</td><td>K Y 1 - 1 1 1 1</td></tr><tr><td>Country</td><td>Cayman Islands</td></tr><tr><td></td><td>Please give the objects of the company and the amount of issued share capital.</td></tr><tr><td>Objects of the company ^②</td><td>The Company is an investment entity used to engage in any lawful act or activity for which limited liability companies are legally formed.</td></tr><tr><td>Amount of issued share capital ^③</td><td>762,618 Class A-1 Shares of \$0.001 each; 1 Class B Share of \$200</td></tr></table>	Building name/number	SIX, 2nd Floor	Street	Cricket Square, Hutchins Drive		PO Box 2681	Post town	George Town	County/Region	Grand Cayman	Postcode	K Y 1 - 1 1 1 1	Country	Cayman Islands		Please give the objects of the company and the amount of issued share capital.	Objects of the company ^②	The Company is an investment entity used to engage in any lawful act or activity for which limited liability companies are legally formed.	Amount of issued share capital ^③	762,618 Class A-1 Shares of \$0.001 each; 1 Class B Share of \$200	<p>^① This address will appear on the public record.</p> <p>^② Please give a brief description of the company's business.</p> <p>^③ Please specify the amount of shares issued and the value.</p>
Building name/number	SIX, 2nd Floor																					
Street	Cricket Square, Hutchins Drive																					
	PO Box 2681																					
Post town	George Town																					
County/Region	Grand Cayman																					
Postcode	K Y 1 - 1 1 1 1																					
Country	Cayman Islands																					
	Please give the objects of the company and the amount of issued share capital.																					
Objects of the company ^②	The Company is an investment entity used to engage in any lawful act or activity for which limited liability companies are legally formed.																					
Amount of issued share capital ^③	762,618 Class A-1 Shares of \$0.001 each; 1 Class B Share of \$200																					

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Registration of an overseas company opening a UK establishment

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.

OS IN01

Registration of an overseas company opening a UK establishment

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		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.
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
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.	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).
Where the company/firm is registered ^③		
Registration number		
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.	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
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ^③		
If applicable, the registration number		

OS IN01

Registration of an overseas company opening a UK establishment

E5	Corporate secretary's authority	
	Please enter the extent of your authority as corporate secretary. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited ^❶ <input type="checkbox"/> Unlimited	❶ 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. ❷ 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	Are you authorised to act alone or jointly? Please tick one box. <input type="checkbox"/> Alone <input type="checkbox"/> Jointly ^❷	
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

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)	JEAN-DANIEL WALTER
Surname	BORBEAUD
Former name(s) ^②	
Country/State of residence ^③	UNITED KINGDOM
Nationality	SWISS
Month/year of birth ^④	X X m1 m2 y1 y2 y3 y4
Business occupation (if any) ^⑤	MANAGING 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	45
Street	MOUNT STREET, FIRST FLOOR
Post town	LONDON
County/Region	
Postcode	W1K 2 R Z
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 type="checkbox"/> Limited ^⑦ <input checked="" 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 checked="" type="checkbox"/> Jointly ^⑧
If applicable, name(s) of person(s) with whom you are acting jointly	NAHID FARZAD

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.

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

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)	VAHED
Surname	FARZAD
Former name(s) ②	
Country/State of residence ③	UNITED KINGDOM
Nationality	BRITISH
Month/year of birth ④	X X m 06 y 1976
Business occupation (if any) ⑤	SENIOR VICE PRESIDENT

- 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	45
Street	MOUNT STREET, FIRST FLOOR
Post town	LONDON
County/Region	
Postcode	W 1 K 2 R 2
Country	

- 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 type="checkbox"/> Limited ⑦ <input checked="" 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 checked="" type="checkbox"/> Jointly ⑧
If applicable, name(s) of person(s) with whom you are	JEAN-DANIEL WALTER BORGEAUD

- 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.

OS IN01

Registration of an overseas company opening a UK establishment

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		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.
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
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 ②		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).
Registration number		
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		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
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		

OS IN01

Registration of an overseas company opening a UK establishment

G5	Corporate director's authority	
	Please enter the extent of your authority as corporate director. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited	❶ 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.
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 ❷	❷ 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.
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 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 number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
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 number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
H3	Delivery of accounts and reports	
This section must be completed. Please state if the company intends to comply with <i>accounting requirements with respect to this establishment or in respect of another UK establishment</i> . <input checked="" type="checkbox"/> In respect of this establishment. Please go to Section H4 . <input type="checkbox"/> In respect of another UK establishment. Please give the registration number below, then go to Section H4 .		● Please tick the appropriate box.
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
H4	Particulars of UK establishment ●	
You must enter the name and address of the UK establishment.		
Name of establishment	Harbour Cayman Holdings, LLC.	● Address This is the address that will appear on the public record.
Building name/number	45	
Street	Mount Street, First floor	
Post town	London	
County/Region		
Postcode	W 1 K <input type="text"/> 2 R Z <input type="text"/>	
Country	United Kingdom	
Date establishment opened	^d 0 ^d 1 ^m 0 ^m 1 ^y 2 ^y 0 ^y 1 ^y 9	
Business carried on at the UK establishment	Activities of a holding company	

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)

JEAN-DANZEL WALTER

Surname

BORGEAUD

J2**Permanent representative's service address ^①**

Building name/number

45

Street

MOUNT STREET, FIRST FLOOR

Post town

LONDON

County/Region

Postcode

W1K 2RZ

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

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

VAHED FARZAD

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)	Vahid	
Surname	Farzad	
J2	Permanent representative's service address ^①	
Building name/number	45	
Street	Mount Street, First floor	
Post town	London	
County/Region		
Postcode	W 1 K 2 R Z	
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 type="checkbox"/> Limited ^② <input checked="" 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 checked="" type="checkbox"/> Jointly ^③	
If applicable, name(s) of person(s) with whom you are acting jointly	Jean-Daniel Walter Borgeaud	

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)

Jean-Daniel Walter

Surname

Borgeaud

K2

Service address of person authorised to accept service ^①

Building name/number

45

Street

Mount Street, First floor

Post town

London

County/Region

Postcode

W 1 K 2 R Z

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. Please note, a DX address would not be acceptable.

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Person authorised

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**.

Full forename(s)

Vahid

Surname

Farzad

K2

Service address of person authorised to accept service ^①

Building name/number

45

Street

Mount Street, First floor

Post town

London

County/Region

Postcode

W 1 K 2 R Z

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. Please note, a DX address would not be acceptable.

OS IN01

Registration of an overseas company opening a UK establishment

Part 8

Signature

	This must be completed by all companies.	
	I am signing this form on behalf of the company.	
Signature	<div>Signature</div> <div>X  X</div>	
	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	Marcelo Valenca
Company name	Davis Polk & Wardwell London LLP
Address	5 Aldermanbury Square
Post town	London
County/Region	
Postcode	E C 2 V 7 H R
Country	United Kingdom
DX	
Telephone	020 7418 1065

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 complete 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

Execution Version

*Certified as a true and correct copy
by Vahid Farzad, Director*

**FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
HARBOUR CAYMAN HOLDINGS, LLC**


29/1/19

Dated
January 1, 2019

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**FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
HARBOUR CAYMAN HOLDINGS, LLC**

THIS FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, dated January 1, 2019, is entered into by and among Harbour Cayman Holdings, LLC (the “Company”) and the Persons listed as Members of the Company on Schedule I hereof (each individually, a “Member”, and collectively, together with any additional Members hereafter admitted to the Company in accordance with this Agreement, the “Members”).

RECITALS

WHEREAS, the Company, under the name “Harbour Cayman Holdings, LLC”, was formed as a limited liability company pursuant to and in accordance with section 5 of The Limited Liability Companies Law (2018 Revision) (the “Cayman Act”) and a limited liability company agreement dated as of December 7, 2018 (the “Original LLC Agreement”);

WHEREAS, the parties hereto desire to amend and restate the Original LLC Agreement in its entirety and to continue the existence of the Company on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

DEFINED TERMS

1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

“Additional Member” means a Person admitted to the Company as a Member pursuant to Section 9.3.

“Adjusted Capital Account” means, with respect to any Member, the balance in such Member’s Capital Account as of the end of a Fiscal Period, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit from such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Adjusted Capital Account as of the end of the relevant Fiscal Period.

“Adjusted Net Financial Accounting Income” means (a) for purposes of calculating any annual Target Share of Financial Accounting Income, the “consolidated net income” of Harbour Direct for the relevant Fiscal Year, calculated in accordance with the Financial Accounting Principles and (b) for purposes of calculating any quarterly Target Share of Financial Accounting Income, the “consolidated net income” of the Harbour Direct for the relevant Fiscal Quarter, calculated in accordance with the Financial Accounting Principles, in each case (without duplication) (x) before taking into account the Incentive Allocation, any equity-linked compensation incurred in any period and any non-cash charges approved by the board of directors of Harbour Direct, as applicable, (y) adjusted to exclude special one-time events pursuant to changes in the applicable Financial Accounting Principles and (z) reduced by expenses of Harbour LP and increased by income of Harbour LP (including interest income on debt owed by Harbour Direct or its Subsidiaries to Harbour LP, but excluding dividends received by Harbour LP from Harbour Holdings), in each case, calculated in accordance with the Financial Accounting Principles.

“Agreement” means this First Amended and Restated Limited Liability Company Agreement of the Company, together with the exhibits, annexes and schedules attached hereto, as amended, modified, supplemented or restated from time to time.

“Average Common Equity” means (a) for purposes of calculating any annual Return Amount, the sum of (x) the weighted daily average during the relevant Fiscal Year of the cumulative proceeds from the issuance of any Units (as defined in the Harbour LP Partnership Agreement) of Harbour LP from July 14, 2014 to the date of measurement (net of any underwriting discount or commissions and other expenses and costs relating to such issuance), plus (y) Harbour Direct’s retained earnings at the beginning of the relevant Fiscal Year (determined in a manner consistent with the determination of Adjusted Financial Accounting Net Income) and (b) for purposes of calculating any quarterly Return Amount, the sum of (x) the weighted daily average during the relevant Fiscal Quarter of the cumulative proceeds from the issuance of any common stock of (i) Harbour Holdings from July 14, 2014 to December 31, 2018 and (ii) Harbour Direct from January 1, 2019 to the date of measurement (in each case, net of any underwriting discount or commissions and other expenses and costs relating to such

issuance), *plus* (y) Harbour Direct's retained earnings at the beginning of the relevant Fiscal Quarter (determined in a manner consistent with the determination of Adjusted Financial Accounting Net Income).

"BBA Audit Rules" means Section 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015, together with any guidance issued thereunder or successor provisions and any similar provision of state or local tax Law.

"Board" means the Board of Directors of the Company.

"Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 4.3.

"Capital Contribution" means, with respect to any Member, the aggregate contributions made to the Company by such Member with respect to the Shares in the Company held or purchased by such Member.

"Cayman Act" has the meaning set forth in the recitals.

"Class A Member" means a Member holding Class A Shares in its capacity as such.

"Class A Share" means a Class A-1 Share or a Class A-2 Share.

"Class A-1 Share" means a common unit of membership interest in the Company with a par value of \$0.001 having the rights, and bearing the obligations, as set forth herein.

"Class A-2 Share" means a common unit of membership interest in the Company with par value of \$0.0001 having the rights, and bearing the obligations, as set forth herein. For the avoidance of doubt, other than differences in par value, a Class A-2 Share shall carry the same rights, and bear the same obligations, as a Class A-1 Share.

"Class B Member" means a Member holding the Class B Share in its capacity as such.

"Class B Share" means the membership interest in the Company with a par value of \$200.00 having the rights, and bearing the obligations, as set forth herein.

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

"Company" has the meaning set forth in the Preamble to this Agreement.

"Company Minimum Gain" has the same meaning as the term "partnership minimum gain" in Treasury Regulations Section 1.704-2(b)(2) and 1.704-2(d)(1).

"Deferred Share" means a membership interest in the Company with a par value equal to the par value of the Share that was converted into such membership interest.

Other than the rights provided for in Section 14.2(b) upon the occurrence of a Redemption Event, a Deferred Share shall entitle the holder thereof only to the receipt of cash equal to the par value of the Deferred Share upon the redemption or other cancellation of the Deferred Share.

“Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for U.S. federal income tax purposes with respect to an asset for such Fiscal Period; *provided, however*, that if the Gross Asset Value of an asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Fiscal Period, (i) Depreciation for such Fiscal Period shall be the amount of book basis recovered for such Fiscal Period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), if such difference is being eliminated by use of the “remedial allocation method” as defined by Treasury Regulations Section 1.704-3(d), and (ii) otherwise, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Period bears to such beginning adjusted tax basis; and *provided, further*, that, in the case of clause (ii) above, if the adjusted basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

“Director” means any manager of the Company appointed in accordance with this Agreement.

“Effective Date” means the December 7, 2018.

“Equity Issuance Agreement” means the Equity Issuance Agreement by and among the Company, the Class B Member, Harbour Intermediate Holdings Ltd. and the other parties thereto dated January 1, 2019, as amended from time to time.

“Fair Market Value” means, at any time (a) with respect to any Class A Share, the Share FMV (as defined in the Equity Issuance Agreement) at such time, and (b) with respect to any contributed property or any asset, the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant; *provided*, that, in the case of the preceding clause (b), such determination shall be consistent with the Share FMV (as defined in the Equity Issuance Agreement) at the time of such determination.

“Financial Accounting Principles” means GAAP or IFRS as such may be adopted by the Company, with the approval of the Board, from time to time.

“Fiscal Period” means any portion of any Fiscal Year for which the Company allocates Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article VII hereof.

“Fiscal Year” means (i) the calendar year commencing on January 1, 2019 and (ii) each subsequent calendar year; *provided* that, solely for purposes of the definition of **“Target Share of Financial Accounting Income”**, such term shall also include the calendar years commencing on January 1, 2017 and January 1, 2018, respectively.

“Fiscal Quarter” means (i) the period commencing on January 1, 2019 and ending on March 31, 2019 and (ii) each subsequent three (3) calendar-month period; *provided* that, solely for purposes of the definitions of **“Redemption Event”** and **“Target Share of Financial Accounting Income”**, such term shall also include (x) the period commencing on April 1, 2016 and ending on June 30, 2016 and (y) each subsequent three (3) calendar-month period ending on or prior to December 31, 2018.

“GAAP” means generally accepted accounting principles in the United States of America, as in effect from time to time, consistently applied.

“Governmental Authority” means any sovereign government or any political subdivision thereof, any legislative or judicial body, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, whether international, national, state or local, or foreign.

“Gross Asset Value” means, with respect to any asset, such asset’s adjusted basis for U.S. federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset, as agreed to by the contributing Member and the Board;

(ii) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board, immediately prior to the following times: (a) the acquisition of an additional membership interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for all or a portion of such Member’s Shares; (c) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); (d) the conversion of the Class B Share into Class A-2 Shares and a Class B Share pursuant to Section 8.2; and (e) in connection with the grant of a membership interest (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity or by any other Person in anticipation of becoming a Member;

(iii) the Gross Asset Value of any Company asset distributed to any Member shall be the gross Fair Market Value of such asset on the date of distribution, as determined by the Board; and

(iv) the Gross Asset Values of any Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to

Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to (a) Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and (b) subparagraph (vi) of the definition of “Profits” and “Losses” or Section 7.1(b)(vii) hereof, *provided, however*, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (v).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (i), (ii) or (iv) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Harbour Direct” means Harbour Direct Holdings Ltd., a private limited company formed under the laws of England.

“Harbour Holdings” means Harbour Energy Holdings Ltd., a Cayman Islands exempted company.

“Harbour LP” means Harbour Energy, L.P., a Cayman Islands exempted limited partnership.

“Harbour LP Partnership Agreement” means the limited partnership agreement of Harbour LP, as amended from time to time.

“IFRS” means the International Financial Reporting Standards as issued by the International Accounting Standards Board, as in effect from time to time, consistently applied.

“Incentive Allocation” means the allocation of Profits and Losses to the holder of the Class B Share (in its capacity as such) pursuant to Article VII.

“IPO” means an underwritten public offering of common units (or other equity securities) of the Harbour Energy Ltd. or any subsidiary or holding company established for the offering to the public of an investment, directly or indirectly, in (i) Harbour LP or (ii) any Person (other than a portfolio company) that owns, directly or indirectly, substantially all of the assets owned, directly or indirectly, by Harbour LP through which such public offering shall be effected and for which such common units (or other equity securities) will be listed on the New York Stock Exchange, NASDAQ, the Hong Kong Stock Exchange, the London Stock Exchange or any comparable established security exchange, market of trading or quotation facility after the close of such offering.

“IRS” means the United States Internal Revenue Service.

“Law” means any statute, ordinance, regulation, law, rule of common law, code, or requirement and the rules, regulations and standards promulgated thereunder, of any Governmental Authority.

“Liquidation Proceeds” has the meaning set forth in Section 12.3.

“Make-Whole Termination Event” has the meaning set forth in the Management Agreement.

“Management Agreement” means the Third Amended and Restated Management Agreement dated January 1, 2019 between EIG Harbour Energy Advisor, L.P., a Cayman Islands exempted limited partnership, and Harbour Direct, as amended from time to time.

“Member” has the meaning set forth in the Preamble to this Agreement.

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” in Treasury Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

“Member Nonrecourse Deductions” has the same meaning as the term “partner nonrecourse deductions” in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Original LLC Agreement” has the meaning set forth in the Recitals to this Agreement.

“Percentage Interest” means, with respect to any Member at any time, the quotient of (A) the number of Class A Shares held by such Member at such time and (b) the total number of Class A Shares issued and outstanding.

“Person” means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” and **“Losses”** means, for each Fiscal Period, an amount equal to the Company’s taxable income or loss, as the case may be, for such Fiscal Period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) any income of the Company exempt from U.S. federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) in the event the Gross Asset Value of any Company asset is adjusted after the date hereof in accordance with clause (ii) or (iii) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of (as of the date of disposition), notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Period, computed in accordance with the definition of "Depreciation" above; and

(vi) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the assets) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses.

Notwithstanding any other provisions of this definition, any items that are specially allocated pursuant to Section 7.1(b) hereof shall not be taken into account in computing Profits and Losses.

"Redemption Amount" means, (i) in the case of a Redemption Event occurring before or during the Fiscal Quarter that includes an IPO, an amount equal to the annual average Target Share of Financial Accounting Income calculated for the four full Fiscal Quarters immediately preceding such Redemption Event, and (ii) in the case of any other Redemption Event, the annual average Target Share of Financial Accounting Income for the eight full Fiscal Quarters immediately preceding such Redemption Event.

"Redemption Event" means a Make-Whole Termination Event (as such term is defined in the Management Agreement).

“Register of Members” means the register of members maintained in accordance with the Cayman Act.

“Registration Statement” means the registration statement of the Company and any and all amendments thereto filed on behalf of the Company with the Registrar of Limited Liability Companies in the Cayman Islands pursuant to the Cayman Act.

“Regulatory Allocations” has the meaning set forth in Section 7.1(b)(vii).

“Return Amount” means (a) for purposes of calculating any annual Target Share of Financial Accounting Income, an amount equal to (x) the Average Common Equity for the relevant Fiscal Year *multiplied by* (y) 8% and (b) for purposes of calculating any quarterly Target Share of Financial Accounting Income, an amount equal to (x) the Average Common Equity for the relevant Fiscal Year *multiplied by* (y) 2%.

“Share” means a unit representing LLC Interests (as defined in the Cayman Act) in the Company, having the rights, and bearing the obligations, as set forth herein, and shall include, without limitation, the Class A Shares, the Class B Share and the Deferred Share.

“Shortfall Amount” has the meaning set forth in Section 8.4(a).

“Specified Event” means a Termination Event (as such term is defined in the Management Agreement).

“Subsidiary” means, when used with respect to any specified Person, any other Person (i) of which the specified Person or any Subsidiary thereof is a general partner or managing member, (ii) of which the specified Person or a Subsidiary thereof owns at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person or (iii) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Stub Period” means the Fiscal Period beginning on January 1 of the Fiscal Year including an IPO and ending at the close of the Fiscal Quarter including such IPO.

“Target Share of Financial Accounting Income” means an amount equal to:

(i) in the case of any Fiscal Year that ends prior to or includes an IPO, 20% of the Adjusted Financial Accounting Net Income for such Fiscal Year; *provided, however*, that the Target Share of Financial Accounting Income for such Fiscal Year shall be zero if the Adjusted Financial Accounting Net Income for such Fiscal Year does not exceed the Return Amount for such Fiscal Year; *provided, further*, that the Target Share of Financial Accounting Income for such Fiscal Year shall be reduced to the extent that (x) the Target Share of Financial Accounting Income for such Fiscal Year (determined without regard to this proviso) plus the Target Share of Financial Accounting Incomes for the preceding two Fiscal Years would exceed (y) 20% of the sum of (I) the Adjusted Financial Accounting Net Income for such Fiscal Year and (II) the Adjusted Financial

Accounting Net Income for the two preceding Fiscal Years (without reduction for any Target Share of Financial Accounting Incomes with respect to such Fiscal Years); *provided, further*, that in the event of an IPO, the Company's Fiscal Year shall be deemed (for purposes of calculating the Target Share of Financial Accounting Income) to end at the end of the Stub Period, the Return Amount for the Stub Period shall be pro-rated based on the number of calendar quarters in such Stub Period and the Target Share of Financial Accounting Income for the Stub Period shall be calculated as described above; and

(ii) in the case of any Fiscal Quarter that ends after the close of the Stub Period, 20% of the Adjusted Financial Accounting Net Income for such Fiscal Quarter; *provided, however*, that the Target Share of Financial Accounting Income for such Fiscal Quarter shall be zero if the Adjusted Financial Accounting Net Income for such Fiscal Quarter does not exceed the Return Amount for such Fiscal Quarter; *provided, further*, that the Target Share of Financial Accounting Income for such Fiscal Quarter shall be reduced to the extent that (x) the Target Share of Financial Accounting Income for such Fiscal Quarter (determined without regard to this proviso) plus the Target Share of Financial Accounting Incomes for the preceding eleven Fiscal Quarters would exceed (y) 20% of the sum of (I) the Adjusted Financial Accounting Net Income for such Fiscal Quarter and (II) the Adjusted Financial Accounting Net Income for the eleven preceding Fiscal Quarters (without reduction for any Target Share of Financial Accounting Incomes with respect to such Fiscal Quarters); *provided, further*, that for the purpose of calculating any quarterly Target Share of Financial Accounting Income, the Adjusted Financial Accounting Net Income, and any Target Share of Financial Accounting Income, for the calendar quarter that includes the date of an IPO and any preceding calendar quarter shall be deemed to be an amount equal to the Adjusted Financial Accounting Net Income or the Target Share of Financial Accounting Income for the Fiscal Year that includes such calendar quarter pro-rated among the calendar quarters in such Fiscal Year based on the number of calendar quarters in such Fiscal Year;

provided, the Target Share of Financial Accounting Income for any Fiscal Year or Fiscal Quarter ending prior to January 1, 2018 shall be determined in the manner set forth in Schedule II, as amended from time. Any amendment or revision to Schedule II to reflect the final determination of amounts set forth therein shall not be deemed an amendment to this Agreement for purposes of Article XIII.

"Tax Matters Representative" has the meaning set forth in Section 11.1.

"Transfer" means the direct or indirect sale, exchange, transfer, assignment, pledge, hypothecation, swap or other disposition of interest in the Company.

"Treasury Regulations" means the U.S. federal income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.2 Interpretation.

(a) Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable.

(b) All references herein to “Articles”, “Sections”, “clauses” and “Schedules” shall refer to corresponding provisions or schedules of this Agreement, unless otherwise specified.

(c) The words “hereof,” “herein,” “hereby” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision hereof.

(d) 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.

(e) Accounting terms used but not otherwise defined herein shall have the meanings given to such terms under the Financial Accounting Principles, unless otherwise specified.

(f) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

(g) The word “or” has the inclusive meaning represented by the phrase “and/or”, unless the context otherwise requires.

(h) Any reference to any supranational, national, federal, state, local or foreign Law shall be deemed to refer to such Law as amended from time to time and also to all rules and regulations promulgated thereunder, unless the context otherwise requires.

(i) In interpreting the provisions of this Agreement, no presumption shall apply against any party that otherwise would operate against such party by reason of such document having been drafted by such party or at the direction of such party or an affiliate of such party.

ARTICLE II

GENERAL MATTERS

2.1 Continuation; Membership Interests; Adjustments to Membership Interests.

(a) Continuation. The Company has been registered in the Cayman Islands with effect from the Effective Date, and shall continue as a limited liability company under and pursuant to the provisions of the Cayman Act and the

Members agree that the rights, duties and liabilities of the Members shall be as provided in the Cayman Act, except as otherwise provided herein.

(b) Membership Interests. The Company has authority to issue the Class B Share and an unlimited number of Class A Shares in each case for a contribution at least equal to the par value of the relevant Shares. Except to the extent set forth in this Agreement, each Class A Share shall have the same powers, preferences and rights and be subject to the same obligations. All Shares issued hereunder shall be certificated in the form determined by the Board. Each certificate shall bear the signature of a Director or a person expressly authorised to sign specifying the number and, where appropriate, the class of Shares held by such Member and whether the same are fully paid up and, if not, specifying the amount paid on such shares. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means. If any certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid, or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit. Share certificates may not be issued in bearer form. The name of each Member and the number and class of Shares and Percentage Interest held by each Member as of the date hereof are listed on Schedule I attached hereto. The balance of the Capital Account of each Member is maintained in the Company's records. The Company shall update Schedule I and the Members' Capital Accounts from time to time as necessary to accurately reflect the information therein, including without limitation updates to reflect adjustments to the number and class of Shares held by each Member, admissions of Additional Members and valid Transfers of all or any part of a Member's Shares (indicating the name and address of any such Additional Member or transferee along with an accurate description of the Shares (or portion thereof) so issued or Transferred, including, in the case of Transfers, whether such transferee has been or will be admitted to the Company as a substituted Member). Any amendment or revision to Schedule I made pursuant to this Section 2.1(b) shall not be deemed an amendment to this Agreement for purposes of Article XIII. Any reference in this Agreement to Schedule I shall be deemed to be a reference to Schedule I as amended and in effect from time to time.

(c) Additional Capital Contributions; Admission of Additional Members.

(i) Issuance of Additional Shares upon Making of Additional Capital Contributions. Except as otherwise specifically provided in this Agreement, in the event the Company accepts from any existing Member any additional Capital Contribution after the date hereof in accordance with Section 4.1, the Company shall issue to the contributing Member a number of Class A-1 Shares, the value of which equals the amount of cash plus the Fair Market Value of any property contributed by such Member reduced by the amount of liabilities assumed by the Company in connection with such Capital Contribution.

(ii) Issuance of Shares upon Admission of Additional Members. Except as otherwise specifically provided in this Agreement, in the event the Company accepts from an Additional Member a Capital Contribution, the Company shall issue to the contributing Member a number of Class A-1 Shares, the value of which equals the amount of cash plus the Fair Market Value of any property contributed by such Member reduced by the amount of liabilities assumed by the Company in connection with such Capital Contribution.

(d) Adjustments. If any change in the outstanding Shares of the Company shall occur by reason of any reclassification, recapitalization, Share split or combination, exchange or readjustment of Shares, or any distributions of equity interests in respect thereof or any similar transaction, the Shares and Percentage Interests shall be appropriately adjusted.

2.2 Name. The name of Company is "Harbour Cayman Holdings, LLC". The business of the Company may be conducted upon compliance with all applicable Laws under any other name designated, from time to time, by the Board.

2.3 Term. The term of the Company commenced on December 7, 2018 and shall continue until wound up in accordance with this Agreement, or if sooner, in accordance with the Cayman Act.

2.4 Registered Office. The Company's registered office in the Cayman Islands is c/o Conyers Trust Company (Cayman) Limited, Cricket Square, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands. At any time, the Board may designate another registered office.

2.5 Principal Place of Business. The principal place of business of the Company is at First Floor, 45 Mount Street, London W1K 2RZ in the United Kingdom. At any time, the Board may change the location of the Company's principal place of business to another location in the United Kingdom.

2.6 Qualification in Other Jurisdictions. The Board shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar Laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable.

2.7 No Local-Law Partnership. Each of the Members agrees and acknowledges that, except for U.S. federal and applicable state income tax purposes, the Company is not intended to be treated as a partnership (whether as a limited partnership or otherwise) or joint venture under applicable Law, and that no Member is intended to be treated as a partner or joint venturer of any other Member under applicable local Law, and neither this Agreement nor any document entered into by the Company or any Member relating to the subject matter hereof will be construed to suggest otherwise.

2.8 Agreement. This Agreement completely amends, restates and supersedes the Original LLC Agreement.

2.9 Limited Liability. Except as otherwise provided in the Cayman Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. Except as otherwise expressly required by law or pursuant to this Agreement, a Member, in his or her capacity as such, shall have no liability to the Company or any other Member in excess of such Member's Capital Account.

2.10 Title to Property. All property of the Company, whether real or personal, tangible or intangible, shall be owned by the Company as an entity, and no Member shall have any direct ownership interest in such property.

ARTICLE III

PURPOSE AND POWERS OF THE COMPANY

3.1 Purpose. The Company was formed and is continued for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purposes set forth in Section 3.1.

3.3 Limitations on Company Powers. Notwithstanding the foregoing provisions of this Article III, the Company shall not do business in any jurisdiction that would jeopardize the limitation on liability afforded to the Members under the Cayman Act or this Agreement in such jurisdiction or elsewhere. In particular, the Company shall not carry on business with the public in the Cayman Islands, except in furtherance of the business or affairs of the Company carried on outside the Cayman Islands.

ARTICLE IV

CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

4.1 Capital Contributions. The Capital Contribution of each Member shall be the aggregate amounts of cash and the Fair Market Value of any property (other than cash) that such Member has contributed or contributes to the capital of the Company with respect to Shares held or purchased by such Member. No Member shall be obligated to make any Capital Contributions except as provided in the Equity Issuance Agreement or as otherwise agreed by such Member. The Board may allow any Member to make additional Capital Contributions in such amounts and at such times as determined by the Board and such Member. Capital Contributions may be made in cash or in kind, as determined by the Board. The Company may admit Persons as Members pursuant to

Section 9.3 without obligating such Persons to make Capital Contributions. As of the date hereof, the Members are deemed to have made Capital Contributions in the amounts set forth in the Members' Capital Accounts as of the date hereof.

4.2 Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, no Member shall demand or receive a return of such Member's Capital Contribution and no return of a Member's Capital Contribution shall be made hereunder if such distribution would violate applicable state Law. Under circumstances where the Company is making a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(b) No Member shall receive any interest, salary or drawing with respect to such Member's Capital Contribution or such Member's Capital Account or for services rendered on behalf of the Company or otherwise in such Member's capacity as a Member, except as otherwise specifically provided in this Agreement. Nothing herein shall preclude any Member or director or employee of any Member or any director of the Company from serving the Company in another capacity, including as an employee, or otherwise dealing with the Company in such Member's individual capacity and receiving compensation or consideration therefor, so long as such service is specifically approved by the Board.

(c) No Member shall be required to lend any funds to the Company. No Member shall have any personal liability for the repayment of any Capital Contribution or loan to the Company of any other Member.

4.3 Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Member.

(b) Following the date hereof, the Capital Account of each Member shall be maintained in accordance with the following provisions, in each case giving effect only to events occurring after the date hereof:

(i) to such Member's Capital Account there shall be credited (A) such Member's additional Capital Contributions, if any, (B) such Member's distributive share of Profits and items of income and gain allocated pursuant to Article VII and (C) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member; and

(ii) from such Member's Capital Account there shall be debited (A) the amount of cash and the Gross Asset Value of any Company assets (other than cash) distributed to such Member pursuant to any provision of

this Agreement, (B) such Member's distributive share of Losses and items of deduction and loss that are allocated pursuant to Article VII and (C) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company; and

(iii) in determining the amount of any liability for purposes of this Section 4.3(b), there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations; and

(iv) the foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Treasury Regulations, the Board may make such modification. The Board may also make any appropriate modifications in the event that unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2.

4.4 Negative Capital Accounts. No Member shall be required to pay to any other Member or the Company any deficit or negative balance which may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

4.5 No Withdrawal. No Member shall be entitled to withdraw any part of such Member's Capital Contribution or to receive any distribution from the Company, except as expressly provided herein.

ARTICLE V

MEMBERS

5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to members pursuant to the express terms of the Cayman Act or this Agreement. The management of the Company shall be vested in the Board. The Board shall have the rights and powers to manage the business and administer the affairs of the Company. The Class A Members may in accordance with the Law, appoint one or more managers to manage the day-to-day operations and affairs of the Company, and such managers may be given the title of director or such other appropriate title as the Class A Members may determine from time-to-time.

5.2 Voting. Each Class A Share will entitle the holder thereof to one vote. The Class B Member, as holder of the Class B Share, shall not be entitled to vote on any matter hereunder.

5.3 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

5.4 Resignation. A Member shall be deemed to have resigned from, and shall cease to be a member of, the Company upon the valid Transfer (excluding a pledge or hypothecation) of all of such Member's Shares and, prior thereto, a Member may not resign from the Company except in connection with the winding up and dissolution of the Company. A resigning Member shall not be entitled to receive any distribution and shall not otherwise be entitled to receive the Fair Market Value of such Member's Shares except as otherwise expressly provided for in this Agreement.

ARTICLE VI

MANAGEMENT

6.1 Board of Directors.

(a) General. The business and affairs of the Company shall be managed under the direction of the Board and all powers of the Company which are not by this Agreement or the Cayman Act required to be exercised by the Members are hereby vested in the Board. The directors shall be managers for the purposes of Section 27 of the Cayman Act and they shall manage the business and affairs of the Company in accordance with the powers granted to them by the Cayman Act and this Agreement. The Board shall have the power to delegate authority to the officers and such other employees, agents and representatives of the Company as it may from time to time deem appropriate.

(b) Appointment of Board Members. A Member or Members holding a majority of outstanding Class A Shares of the Company may from time to time appoint any person who is willing to act, and is permitted by law to do so, to be a Director (either to fill a vacancy or as an additional Director) or remove any Director from office (no matter how such Director was appointed). The Company shall maintain a register of managers as required by the Cayman Act and the Directors appointed as of the date of this Agreement are listed on Schedule III attached hereto.

(c) Any such appointment or removal pursuant to Section 7.1(b) shall be effected by a notice in writing signed by or on behalf of the Member or Members concerned and delivered to the registered office of the Company or tendered at a meeting of the Directors or at a general meeting of the Company at any time and shall take effect immediately on deposit of the notice or on such later date (if any specified in the notice).

(d) Meetings.

(i) Any Director may call a Directors' meeting by giving notice of the meeting to the Directors. Notice of a Board meeting shall be ~~deemed to be duly given upon one (1) days' notice to a Director if it is~~ given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means or other mode of representing words in a visible form at such Director's last known address or in accordance with any other instructions given by such Director to the Company for this purpose. Notice of the meeting of directors may be waived by unanimous consent of the Directors.

(ii) The quorum necessary for the transaction of business at a Board meeting shall be a majority of the Directors, including at least one co-chairman. Any action taken in a meeting shall be taken by the affirmative vote of a majority of the Directors present in such meeting

(e) Directors' Consent in Lieu of Meeting. A written resolution signed by a majority of the Directors shall have the same force and effect as if authorized in such meeting.

(f) Action by Means of Telephone or Similar Communications Equipment; Proxies. Directors may participate in any meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting. A Director who is not present at a Board meeting may be represented at the meeting by a proxy duly appointed, in which event the presence and vote of the proxy shall be deemed to be that of the Director.

(g) The Class B Member shall compute the Target Share of Financial Accounting Income and the Shortfall Amount for each Fiscal Year (including the Stub Period) or Fiscal Quarter, as applicable, within 60 business days after the end of such Fiscal Year or Fiscal Quarter, as applicable.

(h) The Company intends to be resident for tax purposes solely in the United Kingdom from January 1, 2019. It is intended that the Board shall meet in the United Kingdom for the purpose of managing the business of the Company three times per year.

6.2 Officers. The Board may appoint one or more officers of the Company. All officers shall have such authority and shall perform such duties in the management of the Company as may be provided by resolution of the Board.

6.3 Class B Member. The Class B Member and its affiliates shall provide investment advisory services to (or for the benefit of) the Company and its affiliates (other than portfolio companies).

ARTICLE VII

ALLOCATIONS

7.1 Allocation of Profits and Losses for Purposes of Section 704(b).

Items of Company income, gain, loss and deduction for each Fiscal Period shall be allocated as reasonably determined by the Board in accordance with the provisions of this Section 7.1.

(a) In General. Subject to the other provisions of this Article VII:

(i) Profits for any Fiscal Period shall be allocated, *first*, to the holder of the Class B Share until such Profits equal the Target Share of Financial Accounting Income, if any, for such Fiscal Period and, *second*, to the Members holding Class A Shares in proportion to their respective Percentage Interests; and

(ii) Losses for any Fiscal Period shall be allocated to the holders of the Class A Shares in proportion to their respective Percentages Interests;

provided, that if, prior to the close of the Fiscal Quarter that includes an IPO, any Fiscal Period is not also a Fiscal Year or Stub Period or, after the close of such Fiscal Quarter, any Fiscal Period is not also a Fiscal Quarter (any such Fiscal Period, an “Interim Period”), Profits or Losses for such Interim Period, as the case may be, shall be held in abeyance and shall not be allocated until the close of the Fiscal Year, Stub Period or Fiscal Quarter (as applicable) that includes such Interim Period (such Fiscal Year, Stub Period or Fiscal Quarter, a “Modified Period”); and *provided, further*, that at the close of a Modified Period (i) net Profits (if any) for the Interim Periods included in such Modified Period shall be allocated, *first*, to the holder of the Class B Share until such net Profits equal the Target Share of Financial Accounting income, if any, for such Modified Period and, *second*, to the Members holding Class A Shares in such proportions as are necessary to cause the portions of the balances of their respective Capital Accounts that are attributable to Class A Shares to be in proportion to their respective Percentage Interests and (ii) net Losses (if any) for the Interim Periods included in such Modified Period shall be allocated to the Members holding Class A Shares in such proportions as are necessary to cause the balances of their respective Capital Accounts to be in proportion to their respective Percentage Interests.

(b) Special Allocations. The following special allocations shall be made prior to the allocation to be made pursuant to Section 7.1(a):

(i) Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article VII, if there is a net decrease in Company Minimum Gain during any Fiscal Period, items of income and gain, including gross income or gain, shall be allocated to the Members in the amounts and manner described in Treasury Regulations Section 1.704-2(f) for such Fiscal Period (and, if necessary, subsequent Fiscal Periods). This Section 7.1(b)(i) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Member Minimum Gain Charge back. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article VII, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Period, certain items of income and gain, including gross income or gain, shall be allocated to each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5) in the amounts and manner described in Treasury Regulations Section 1.704-2(i) and (j) and for such Fiscal Period (and, if necessary, subsequent Fiscal Periods). This Section 7.1(b)(ii) is intended to comply with the member nonrecourse debt minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Allocation of Member Nonrecourse Deductions and Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Period shall be allocated to the Member or Members that bear the economic risk of loss for such Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1). Nonrecourse Deductions for any Fiscal Period shall be allocated to the Members in proportion to their "overall economic interests" in the Company within the meaning of Treasury Regulations Section 1.704-2(b)(1) and Section 1.704-1(b)(3).

(iv) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such Fiscal Period) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, *provided*, that an allocation pursuant to this Section 7.1(b)(iv) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations

provided for in this Article VII have been tentatively made as if this Section 7.1(b)(iv) were not in the Agreement.

(v) Adjusted Capital Account Deficit. In the event any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Period, such Member shall be specially allocated items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such Fiscal Period) in such amount to eliminate such deficit as quickly as possible, *provided*, that an allocation pursuant to this Section 7.1(b)(v) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article VII have been tentatively made as if Section 7.1(b)(iv) above and this Section 7.1(b)(v) were not in the Agreement.

(vi) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) Regulatory Allocations. The allocations set forth in this Section 7.1(b) (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 7.1(b)(vii). Therefore, the Board shall make such offsetting special allocations of Company income, gain, loss and deduction in whatever manner it determines appropriate, so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 7.1. In exercising its discretion, the Board shall take into account how future Regulatory Allocations pursuant to Section 7.1(b)(i) and Section 7.1(b)(ii) hereof that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 7.1(b)(iv) hereof.

(viii) Allocation of Shortfall Amounts. Any item of deduction attributable to the payment of a Shortfall Amounts shall be allocated to the Members holding Class A Shares in proportion to their respective Percentage Interests.

7.2 Tax Allocations.

(a) Items of Company income, gain, loss, deduction and credit shall be allocated for U.S. federal, state and local income tax purposes in accordance with the allocations of the corresponding items under for Capital Account purposes pursuant to Section 7.1, *provided, however*, that in accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for U.S. federal income tax purposes and its initial Gross Asset Value.

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) or (iii) of the definition of "Gross Asset Value" contained in Section 1.1 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for U.S. federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder.

(c) Allocations pursuant to this Section 7.2 shall be calculated by the Board using the "traditional method" under Section 704(c) of the Code and the Treasury Regulations promulgated thereunder (or such other method as shall be selected by the Board). Such allocations are solely for purposes of U.S. federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of items of Company income, gain, loss, deduction and credit, or distributions pursuant to any other provision of this Agreement.

7.3 Uncertainties in Allocations And Distributions. If any ambiguity should exist regarding the application of this Article VII or Article VIII to a particular transaction, the income and expense from such transaction shall be allocated among the Members, and distributions of cash in respect of such transaction shall be made, in such proportions that the Board, in its reasonable discretion, deems equitable, practicable and consistent with this Agreement, the regulations under the Code and other applicable Law.

ARTICLE VIII

DISTRIBUTIONS

8.1 Distributions. Subject to Section 12.3:

(a) In General. Except as otherwise provided by Sections 8.1(b) and 12.3, all distributions by the Company shall be made at such time and in such aggregate amounts as shall be determined by the Board and shall be made to the members pro rata in accordance with the number of Class A Shares held by each member as of the time of the distributions.

(b) Tax Distributions. If the holder of the Class B Share is allocated net taxable income for a Fiscal Period in respect of the Class B Share (for the avoidance of doubt, other than pursuant to (x) the proviso to Section 7.2(a) or (y) Section 7.2(b)), the Company shall distribute an amount in cash to the Class B Member that is intended to enable the Class B Member and its direct and indirect owners to discharge their U.S. federal, state and local and non-U.S. tax liabilities arising from the allocation of such net taxable income, which amount shall be based on the maximum combined U.S. federal and Washington, D.C. tax rates or U.S. federal and Connecticut tax rates (whichever is higher) on such net taxable income (taking into account the deductibility of state and local taxes to the extent applicable, and the character of the income); *provided* that the amount of the distribution made pursuant to this Section 8.1(b) in respect of a Fiscal year, Fiscal Quarter or Stub Period shall not exceed 50% of the Profits allocated in respect of the Class B Share for such Fiscal Year, and such distribution shall reduce the amount of the Class A-2 Shares into which such Class B Share is converted pursuant to Section 8.2.

8.2 Periodic Partial Conversion. As of immediately prior to the close of (i) each Fiscal Year ending prior to the date of an IPO, (ii) the Stub Period and (iii) each Fiscal Quarter ending after the close of the Stub Period (but, in each case, after the allocations of Profit or Loss for such period have been made pursuant to Section 7.1), the Class B Share shall be converted (by way of a reorganization and writing down of an appropriate amount of the par value of the Class B Share and the crediting of the par value of an appropriate number of Class A-2 Shares) into a Class B Share and a number of Class A-2 Shares equal to the amount of Profit (if any) allocated in respect of the Class B Share for such period divided by the Fair Market Value of a Class A Share as of the end of such Fiscal Year, Stub Period or Fiscal Quarter.

8.3 Withholding Taxes. The Company is authorized to withhold from distributions and to pay over to any U.S. federal, state, local or non-U.S. government any amounts required to be so withheld pursuant to the Code or any provision of any other U.S. federal, state, local or non-U.S. Law and shall allocate such amounts to those Members with respect to which such amounts were withheld. All amounts withheld pursuant to the Code or any provision of any U.S. state or local or non-U.S. tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article VIII for all purposes of this Agreement.

8.4 Shortfall Amounts.

(a) In General. If, for any Fiscal Year, Fiscal Quarter or Stub Period, the Target Share of Financial Accounting Income for such Fiscal Year, Fiscal Quarter or Stub Period exceeds the amount of Profits allocated in respect of the Class B Share for such Fiscal Year, Fiscal Quarter or Stub Period (such excess, an “Shortfall Amount”), the Company shall pay the Class B Member an amount equal to the Shortfall Amount as provided in this Section 8.4.

(b) Form of Payment. The Company shall pay the Shortfall Amount, if any, for any Fiscal Year or Fiscal Quarter, as applicable, within 15 business days following the delivery to the Company of the Class B Member’s written statement setting forth the computation of the Target Share of Financial Accounting Income and the Shortfall Amount for such Fiscal Year or Fiscal Quarter, as applicable. A portion of such payment shall be made in an amount of cash (the “Cash Payment Amount”) that is intended to enable the Class B Member and its direct and indirect owners to discharge their U.S. federal, state and local and non-U.S. tax liabilities arising from the payment of the Shortfall Amount, which amount shall be based on the maximum combined U.S. federal and Washington, D.C. tax rates or U.S. federal and Connecticut tax rates (whichever is higher) on such Shortfall Amount (taking into account the deductibility of state and local taxes to the extent applicable, and the character of the income. The remainder of such payment (x) shall consist of a number of shares of Harbour Holdings Common Stock (as such term is used in the Equity Issuance Agreement) equal to the Shortfall Amount for such Fiscal Year, Stub Period or Fiscal Quarter (*minus* the Cash Payment Amount for such Fiscal Year, Stub Period or Fiscal Quarter) divided by the Fair Market Value of a share of Harbour Holdings Common Stock as of the end of such Fiscal Year, Stub Period or Fiscal Quarter and (y) shall be payable in the manner provided in the Equity Issuance Agreement.

(c) Treatment. Any payment of an Shortfall Amount shall be treated as a “guaranteed payment” by the Company in accordance with Section 707(c) of the Code.

8.5 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Members if such distribution in the aggregate would violate Section 25 of the Cayman Act or other applicable Law.

ARTICLE IX

TRANSFERS; ADDITIONAL ISSUANCES; AND ADMISSION OF MEMBERS

9.1 Members. Registered Holders. The Company shall keep a register or other records which reflect the holders of the Shares issued, including a Register of Members. The Company will be entitled to recognize the exclusive right of a Person registered on its books as the owner of the indicated Shares and will not be bound to recognize any equitable or other claim to or interest in such Shares on the part of any

Person other than such registered owner, whether or not it will have express or other notice thereof, except as otherwise provided by Law. The Register of the Members shall not be kept in the United Kingdom.

9.2 Transfers of Shares.

(a) General. A Member may transfer all or any part of its limited liability company interest in the Company only with the consent of the Board (which consent may be given or withheld in the Board's sole discretion) and any permitted transferee of a limited liability interest shall be admitted as a substitute member. Notwithstanding anything herein to the contrary, any Transfer contemplated by the terms of the Equity Issuance Agreement shall not require the consent of the Board or any member hereunder.

(b) Certain Limitations. Notwithstanding any other provision hereof:

(i) in addition to any other requirements of this Agreement relating to a transfer of all or a portion of a Member's Shares, no Member's Shares (or portion thereof) shall be transferred unless the transferee (A) becomes a substituted Member by executing an instrument satisfactory to the Board accepting all of the terms and conditions relating to a Member set forth in this Agreement or otherwise imposed by the Board;

(ii) no Transfer shall be permitted if such Transfer (including the taking of any action, filing, election, or other action which could result in a deemed Transfer), either considered alone or aggregated with prior Transfers by the same Member or any other Members (or transferees), could reasonably be expected to result in (A) the Company being considered a "publicly-traded partnership" under Section 7704 of the Code or (B) the Company's failure to be classified as a partnership for U.S. federal income tax purposes; and

(iii) any Transfer of all or a portion of a Member's Units hereunder shall be deemed to include a proportional transfer of the transferor's Capital Account and the transferee Member shall be deemed to have received all prior allocations and distributions with respect to the transferred Capital Account (or portion thereof) and the transferred Member's Units for purposes of Articles VIII and IX.

(c) Any Transfer not made in accordance with the terms of this Agreement shall be null and void, and shall not be recorded in the books of the Company and shall not be recognized by the Company.

9.3 Admission of Additional Members. A Person (other than a current Member) that acquires Units from the Company in accordance with this Agreement shall be admitted to the Company as an Additional Member upon execution of a signature page to this Agreement and the subsequent update of the Register of Members by the Board.

ARTICLE X

BOOKS AND RECORDS

10.1 The Directors or their designees shall keep or cause to be kept at the address of the Company full and accurate books and records of the Company.

ARTICLE XI

TAX MATTERS

11.1 Tax Matters Representative. EIG AM is hereby designated as the “Tax Matters Representative” of the Company for purposes of the BBA Audit Rules. The Tax Matters Representative may cause the Company to (i) make any election under the BBA Audit Rules for which the Company is eligible and (ii) to take any other action necessary or desirable to cause the Company to comply with, or be eligible to invoke, any other aspect of the BBA Audit Rules; *provided, however*, that the Tax Matters Representative shall take no action in its capacity as such without the prior authorization of the Board, other than any such action as may be required by applicable Law. The Tax Matters Representative shall be fully indemnified by the Company for all out of pocket expenses incurred by the Tax Matters Representative in its capacity as such.

11.2 Preparation of Tax Returns. The Company shall arrange for the preparation and timely filing of all of the Company’s U.S. federal and state and non-U.S. income tax returns and shall furnish as promptly as practicable and in any event not later than sixty (60) days prior to the return filing date (including any permitted extensions) applicable to each taxable year, the information reasonably required by the Members for U.S. federal and state, and applicable non-U.S., income tax reporting purposes.

11.3 Section 754 Election. The Board may cause the Company to make an election in accordance with section 754 of the Code with respect to each taxable year thereof. Such election shall not be revoked unless the Board shall so determine. Each Member shall, upon request of the Tax Matters Representative supply the information necessary to give effect to such election.

11.4 U.S. Federal Income Tax Treatment; UK Tax Treatment. The Company has filed, or will file, a timely election to be treated as, and the Members intend that the Company will be treated as, a partnership or disregarded entity for U.S. federal, state and local income tax purposes at all times since its formation. The Company and each Member will file all U.S. federal, state and local income tax returns and otherwise take all U.S. federal, state and local income tax positions in a manner consistent with such treatment, and the Company shall not make any election to the contrary. The Company intends to be treated as an “opaque” company for United Kingdom tax purposes.

11.5 Other Tax Matters. Except as otherwise provided in Section 11.4, the Board may make any tax election or change any method of accounting for tax purposes

as the Board determines is reasonable or appropriate, unless in any such case such action would have a disproportionate and material adverse effect on a Member, in which case the consent of such Member shall be required.

ARTICLE XII

DISSOLUTION, LIQUIDATION AND TERMINATION

12.1 Dissolution. The Company's affairs shall be wound up voluntarily upon the first to occur of any of the following:

- (i) the unanimous consent of the Members; or
- (ii) an order of the Grand Court of the Cayman Islands pursuant to the Cayman Act.

Each Member expressly agrees that the bankruptcy or dissolution of a Member (other than a Transfer of Units in accordance with the terms of this Agreement) will not cause or result in the dissolution of the Company. Section 36(1)(d) of the Cayman Act is disappplied.

12.2 Notice of Winding Up. Upon the commencement of the winding up of the Company, the Board shall promptly notify the Members of such winding up.

12.3 Liquidation. Upon commencement of the winding up of the Company, the Board, or a liquidating trustee appointed by the Board, shall immediately commence to wind up the Company's affairs; *provided, however*, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions, as specified in Article VII hereof, as before liquidation. The proceeds of liquidation (the "Liquidation Proceeds") shall be distributed, as realized, in the following descending order of priority to the extent permitted under applicable Law:

- (i) First, to creditors of the Company, including Members (who are otherwise creditors of the Company and not in their capacity as Members), in the order provided by Law; and
- (ii) Second, to the Members pro rata in accordance with their respective positive Capital Account balances, after giving effect to all contributions, distributions, and allocations.

12.4 Termination. The Company shall terminate when all of the assets of the Company have been distributed in the manner provided for in this Article XII, and the Company has been wound up and, to the extent applicable, struck off in accordance with this Agreement and the Cayman Act. This Agreement shall terminate with respect to a

Member, and such Member shall cease to be a member of the Company, when such Member no longer holds any Units. The Board, or liquidating trustee (as applicable), may file such documents with the Registrar of Limited Liability Companies and undertake such other actions as may be required pursuant to the Cayman Act to give effect to the Company's winding up and, to the extent applicable, strike off.

12.5 Claims of the Members. Members and former 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 and former Members shall have no recourse against the Company or any other Member.

ARTICLE XIII

AMENDMENTS

13.1 Amendments Requiring Member Consent.

(a) This Agreement may be amended by a vote of Members holding a majority of Class A Units; provided, however, that no amendment which has (a) an adverse effect on the interest of a Member with respect to (i) allocations or distributions hereunder, (ii) such Member's rights pursuant to Article X or (iii) such Member's rights under Article IV, Article V or Article XII or this Article XIV, including, in each case, any amendment to a definition used in such Article or (b) a disproportionate and material adverse effect on a Member relative to the other Members (other than as a result of any pre-amendment disparity in ownership of Units or Capital Accounts), may be made without the written consent of such Member.

(b) Notwithstanding the foregoing, (i) no such consent shall be required if, in the Board's good faith opinion, such amendment is required as a result of applicable tax, securities or other laws or accounting or other rules and (ii) no amendment shall be made to the terms of the Class B Share without the consent of the Class B Member.

13.2 Amendments by the Board. Notwithstanding the provisions of Section 13.1, this Agreement may be amended by resolution passed by a majority of the Board, and without the consent of the Members, as may be required to reflect:

(a) a change in the name of the Company, the location of the principal place of business of the Company or the registered agent or office of the Company;

(b) admission or substitution of new Members effected in accordance with Section 2.1(c), Section 10.02(c) or Section 10.03 or Article V;

(c) a change that the Board believes, and based on the advice of counsel to the Company, is reasonable and necessary or appropriate to qualify or continue the qualification of the Company as a limited liability company under the laws of any state or that is necessary or advisable based on the advice of the counsel to the Company to ensure that the Company will not, for U.S. federal income tax purposes, be taxable as a corporation;

(d) a change that is necessary or appropriate, based on the advice of counsel to the Company, for the Company to satisfy any requirements, conditions, guidelines or interpretations contained in any opinion, interpretative release, directive, order, ruling or regulation of any federal or state or other governmental agency or judicial authority (including, without limitation, the Cayman Act); and

(e) an amendment that is necessary, based on the advice of counsel to the Company, to prevent the Company or its officers from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, whether or not substantially similar to plan asset regulations.

ARTICLE XIV

MISCELLANEOUS

14.1 Further Assurances. The Members shall cooperate with each other and the Company and shall promptly prepare, execute, acknowledge, file and deliver any assurances, approvals or documents, or other instruments and shall take any other such action reasonably requested by a Member that is necessary for the requesting Member or the Company to satisfy its obligations hereunder or to obtain the benefits contemplated hereby or as may be required by Law.

14.2 Specified Events.

(a) Conversion and Deferral of Class B Share. Upon the occurrence of any Specified Event, (i) the Class B Share shall be automatically converted into a Deferred Share, (ii) the holder of the Class B Share (in its capacity as such) shall not be allocated Profits or Losses pursuant to Section 7.1 for the Fiscal Year or Stub Period (in the case of a Specified Event occurring before the Fiscal Quarter immediately following the occurrence of an IPO) or Fiscal Quarter (in any other case) that includes the Specified Event, and (iii) subject to Section 14.2(b), the Board may cause the Company to redeem the Deferred Share, at any time following such conversion, in exchange for a cash payment equal to the par value of the Deferred Share. For the avoidance of doubt, in no event shall Class A Units converted from the Class B Share pursuant to Section 8.2 be subject to conversion or redemption pursuant to this Section 14.2.

(b) Redemption Payment. On the effective date of a Redemption Event, the Company shall pay to the holder of the Class B Share an amount, in cash in immediately available funds, equal to the Redemption Amount.

14.3 Corresponding Instruments.

(a) The Board is hereby authorized to (i) cause the Company to issue Corresponding Instruments (as defined in the Equity Issuance Agreement) to Harbour Holdings in connection with any Harbour Holdings Incentive Equity Award (as defined in the Equity Issuance Agreement) at the time or times required under the Equity Issuance Agreement, (ii) modify any such Corresponding Instrument at the time or times required under the Equity Issuance Agreement and (iii) adjust the application of Sections 7.1 and 7.2 if the Board determines, in its reasonable discretion, that such adjustments are necessary to properly account for the issuance, modification, exercise, conversion, redemption or cancellation of any such Corresponding Instrument.

(b) If (i) a Class A Share is issued to Harbour Holdings (x) in connection with a Harbour Holdings Incentive Equity Award (as defined in the Equity Issuance Agreement) or (y) on the date hereof in respect of an unvested share of restricted Harbour Holdings Common Stock (as defined in the Equity Issuance Agreement) and (ii) the share of Harbour Holdings Common Stock corresponding to such Class A Share is subsequently forfeited by the holder thereof, then such Class A Share shall automatically be converted into a Deferred Share at the effective time of such forfeiture and thereafter may, at the Board's election, be redeemed by the Company in exchange for a cash payment equal to the par value of such Deferred Share.

14.4 Notices. All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered personally, sent by a nationally recognized overnight courier, or mailed by registered or certified mail, as follows:

(a) If given to the Company, at the Company's mailing address set forth below:

Harbour Cayman Holdings LLC
First Floor, 45 Mount Street
London W1K 2RZ, United Kingdom

and with a copy to each Member as set forth in clause (b) below.

(b) If given to any Member, at the address set forth on the signature page for such Member hereof (or as modified from time to time by a Member upon written notice to the Company).

Notices delivered personally to an addressee or sent by overnight courier shall be deemed to have been given upon such delivery. Notices mailed by

registered or certified mail shall be deemed to have been given upon the expiration of five (5) days after such notice has been deposited in the mail.

14.5 Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Member against whom such waiver is claimed.

14.6 Entire Agreement. Effective as of the date hereof, this Agreement, together with the schedules and exhibits hereto, and the other agreements referenced herein, supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between or among the parties in connection with the subject matter hereof. No waiver hereunder shall be deemed to extend to any prior or subsequent default or breach or affect in any way any rights arising as a result of such prior or subsequent occurrence.

14.7 Governing Law; Submission to Jurisdiction.

(a) THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES AND ALL AMENDMENTS AND SUPPLEMENTS HEREOF AND ALL WAIVERS AND CONSENTS HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS.

(b) Each of the Members agrees that any action or proceeding arising out of or relating to this Agreement shall be instituted in a state or federal court sitting in New York County, New York, which shall be the exclusive venue of any such action or proceeding. Each of the Members waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. The Company or any Member may make service on any other Member or the Company by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 14.2 hereof. Each Member agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity. Nothing in this Section 14.7 shall affect the right of the Company or any Member to serve legal process in any other manner permitted by Law or at equity.

14.8 Waiver of Jury Trial. EACH OF THE MEMBERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY

LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).

14.9 Specific Performance. Each of the Members acknowledges and agrees that the other Members and the Company would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Members agrees that the Company and the other Members shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court having jurisdiction over the relevant parties and the matter, in addition to any other remedy to which they may be entitled, at Law or in equity or pursuant to this Agreement.

14.10 No Special Damages. In no event shall any Member be liable hereunder for any incidental, consequential, indirect, punitive or exemplary losses or damages or lost profits of any other Person.

14.11 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, legal representatives and permitted assigns.

14.12 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14.13 Transfer by Way of Continuation. Subject to the Cayman Act, the Company may, with the approval of the Board, be registered by way of continuation as a foreign entity (with separate legal personality) under the laws of any jurisdiction outside the Cayman Islands and be deregistered in the Cayman Islands.

14.14 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this First Amended and Restated Limited Liability Company Agreement as a deed on the date first above written.

HARBOUR CAYMAN HOLDINGS, LLC

By: 

Name: Vahid Farzad

Title: Director

*[Signature Page to the 1st Amended and Restated Limited Liability Company Agreement of
Harbour Cayman Holdings, LLC]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amended
and Restated Limited Liability Company Agreement as a deed on the date first above
written.

HARBOUR ENERGY HOLDINGS LTD.

By: 

Name: Vahid Farzad

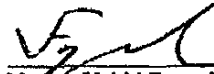
Title: Director

*[Signature Page to the 1st Amended and Restated Limited Liability Company Agreement of
Harbour Cayman Holdings, LLC.]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amended
and Restated Limited Liability Company Agreement as a deed on the date first above
written.

HARBOUR INTERMEDIATE HOLDINGS
LTD.

By:



Name: Vahid Farzad
Title: Director

*[Signature Page to the 1st Amended and Restated Limited Liability Company Agreement of
Harbour Cayman Holdings, LLC]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amended and Restated Limited Liability Company Agreement as a deed on the date first above written.

HARBOUR ENERGY ADVISOR, L.P.

By: EIG Asset Management, LLC, its general partner

By:



Name: R. Blair Thomas

Title: Chief Executive Officer

By:

Name: Ben Vinocour

Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this First Amended and Restated Limited Liability Company Agreement as a deed on the date first above written.


HARBOUR ENERGY ADVISOR, L.P.

By: EIG Asset Management, LLC, its general partner

By:

Name: R. Blair Thomas
Title: Chief Executive Officer

By:



Name: Ben Vinocour
Title: Managing Director

SCHEDULE II¹

Fiscal Quarter Ending	Target Share of Financial Accounting Income
June 30, 2016	\$0
September 30, 2016	\$0
December 31, 2016	\$0
March 31, 2017	\$0
June 30, 2017	\$0
September 30, 2017	\$0
December 31, 2017	\$112,664,775.83
March 31, 2018	\$0
June 30, 2018	\$0
September 30, 2018	\$0
December 31, 2018	Determined as per below

Determination for 2017 and 2018 Fiscal Years:

The Target Share of Financial Accounting Income for Fiscal Year 2017 shall be equal to \$112,664,775.83. The Target Share of Financial Accounting Income for Fiscal Year 2018 and for the Fiscal Quarter ending December 31, 2018 shall, in each case, be equal to the Target Amount (as defined below).

“Target Amount” means an amount, not less than zero, equal to 20% of Harbour Holdings Adjusted Net Income; *provided* that the Target Amount shall be zero dollars (\$0) if Harbour Holdings Adjusted Net Income does not exceed the Minimum Amount.

¹ Note to Draft: Schedule II to be amended and restated when values have been finally determined for Fiscal Year 2018 and Fiscal Quarter ending December 31, 2018.

“Harbour Holdings Adjusted Net Income” means the “consolidated net income” of Harbour Holdings for 2018, calculated in accordance with U.S. generally accepted accounting principles (“GAAP”) (or, if Harbour Holdings uses international financial reporting standards (“IFRS”) in maintaining its books and records, IFRS), (x) before taking into account the payment of the performance fee payable by Harbour Holdings for 2018, any equity-linked compensation incurred in any period and any non-cash charges approved by the board of directors of Harbour Holdings, (y) adjusted to exclude special one-time events pursuant to changes in GAAP (or IFRS, if applicable) and (z) reduced by expenses of Harbour LP and increased by income of Harbour LP (including interest income on debt owed by Harbour Holdings or its subsidiaries to Harbour LP but excluding dividends received by Harbour LP from Harbour Holdings) in each case calculated in accordance with GAAP (or IFRS as applicable).

“Minimum Amount” means an amount equal to (i) 8% *multiplied by* (ii) the sum of (x) the weighted daily average during calendar year 2018 of the cumulative proceeds from the issuance of any Units (as defined in the Harbour LP Partnership Agreement) of Harbour LP from July 14, 2014 to December 31, 2018 (net of any underwriting discount or commissions and other expenses and costs relating to such issuance), *plus* (y) Harbour Holdings’ retained earnings at the beginning of calendar year 2018 (determined in a manner consistent with the determination of Harbour Holdings Adjusted Net Income).

SCHEDULE III

Directors as of January 1, 2019:

- 1. Vahid Farzad**
- 2. Jean-Daniel Borgeaud**



FILE COPY

**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC035922

UK Establishment No. BR021008

The Registrar of Companies hereby certifies that

HARBOUR CAYMAN HOLDINGS, 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 **30th January 2019.**