UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): November 15, 2017

OM Asset Management plc

(Exact name of registrant as specified in its charter)

England and Wales	**001-36683**	**98-1179929**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

Ground Floor, Millennium Bridge House
2 Lambeth Hill
London EC4V 4GG, United Kingdom
+44-20-7002-7000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

ITEM 1.01 Entry into a Material Definitive Agreement.

Public Offering

On November 17, 2017, OM Asset Management plc (the "Company") entered into an underwriting agreement (the "Underwriting Agreement") with OM Group (UK) Limited ("OMGUK"), a wholly owned subsidiary of Old Mutual plc ("OM plc") and Morgan Stanley & Co. LLC as the underwriter (the "Underwriter"), relating to the sale, by OMGUK, of 6,039,630 ordinary shares of the Company for aggregate proceeds of approximately $94 million (the "Public Offering"). A copy of the Underwriting Agreement is attached hereto as Exhibit 1.1 and is incorporated herein by reference.

On November 17, 2017, the closing of the sale of the ordinary shares of the Company by OMGUK in the Public Offering was completed.

The ordinary shares have been registered under the Securities Act of 1933, as amended, by a Registration Statement on Form S-3 (Registration No. 333-207781) which became effective December 3, 2015. A prospectus supplement relating to the Public Offering has been filed with the Securities and Exchange Commission.

Morgan, Lewis & Bockius UK LLP, counsel to the Company, has issued an opinion to the Company, dated November 17, 2017, regarding the ordinary shares. A copy of the opinion is filed as Exhibit 5.1 to this Current Report on Form 8-K.

Heitman LLC Redemption Agreement

On November 17, 2017, OMAM Inc. (“OMAM”), a Delaware corporation and wholly owned subsidiary of the Company, entered into a Redemption Agreement (the "Redemption Agreement") with OMAM (HFL) Inc., a Delaware corporation and indirect subsidiary of the Company (“Seller”), and Heitman LLC, a Delaware limited liability company (“Heitman”). Pursuant to the Redemption Agreement, Heitman shall redeem all of Seller’s membership interests in Heitman for cash consideration totaling $110 million (the “Purchase Price”). In addition, the Company shall continue to receive its share of distributable profits from Heitman for 2017 until the date that definitive debt financing documentation is executed by Heitman to fund the Purchase Price (the “Financing Date”).

The consummation of the transactions contemplated by the Redemption Agreement is subject to certain customary closing conditions, including, among others, the receipt of debt financing by Heitman to fund the Purchase Price. Heitman has received a commitment letter with respect to the debt financing.

The closing date for the transactions contemplated by Redemption Agreement shall occur on the later of December 29, 2017 and two business days after all closing conditions are met (the “Closing Date”). Either party may extend the Closing Date to January 2, 2018 at its election. During the two-year period following the Financing Date, OMAM has the right to receive a portion of the proceeds of certain sale transactions entered into by Heitman to the extent of OMAM’s interest in Heitman prior to the Financing Date.

The representations, warranties and covenants set forth in the Redemption Agreement have been made only for the purposes of the Redemption Agreement and solely for the benefit of the parties to the Redemption Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures, may have been made for the purposes of allocating contractual risk between the parties to the Redemption Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Accordingly, the Redemption Agreement is included with this filing only to provide investors with information regarding the terms of the Redemption Agreement, and not to provide investors with any other factual information regarding the parties or their respective businesses, and should be read in conjunction with the disclosures in the Company’s periodic reports and other filings with the Securities and Exchange Commission.

A copy of the Redemption Agreement has been filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Redemption Agreement is qualified in its entirety by reference to the full text of the Redemption Agreement.

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

On November 15, 2017, the Board of Directors (the "Board of Directors") of the Company received notice from HNA Capital (U.S.) Holding LLC and HNA Eagle Holdco LLC (together, "HNA") that HNA has exercised its rights to appoint Suren Rana as an appointee of HNA to the Board of Directors, effective as of November 15, 2017, pursuant to HNA's previously disclosed appointment rights.

Mr. Rana is the Chief Investment Officer at HNA Capital International with primary responsibility to invest in high quality companies and facilitate their continued success and growth. Mr. Rana's team has led several investments in the United States on behalf of HNA Group. Mr. Rana has been involved in the financial services sector for more than fourteen years. Prior to joining HNA in 2016, he served as an investment banker at UBS, Royal Bank of Canada and Merrill Lynch where he advised clients on M&A, IPOs, financings and other strategic matters. He also served as a Principal at Och-Ziff Capital's private equity affiliate, Equifin Capital Partners, for several years where he led control investments in the financial services sector. Mr. Rana began his career at GE Capital with responsibilities in credit risk management and audit. Mr. Rana holds a bachelor's degree from the University of Delhi, a graduate degree from the Indian Institute of Management Ahmedabad and an MBA from Harvard Business School.

ITEM 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description
1.1	Underwriting Agreement dated November 15, 2017 by and among OM Asset Management plc, OM Group (UK) Limited and Morgan Stanley & Co. LLC as the underwriter
5.1	Opinion of Morgan, Lewis & Bockius UK LLP
10.1	Redemption Agreement dated November 17, 2017 by and among OMAM Inc., OMAM (HFL) Inc. and Heitman LLC

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this form to be signed on its behalf by the undersigned, thereto duly authorized.

Date: November 17, 2017

OM ASSET MANAGEMENT PLC

By: /s/ STEPHEN H. BELGRAD

Name: Stephen H. Belgrad

Title: Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

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EXHIBIT 1.1

OM Asset Management plc

(a public limited company formed under the laws of England and Wales)

6,039,630 Ordinary Shares

UNDERWRITING AGREEMENT

Dated: November 15, 2017

OM ASSET MANAGEMENT PLC

(a public limited company formed under the laws of England and Wales)

6,039,630 Ordinary Shares

UNDERWRITING AGREEMENT

November 15, 2017

Morgan Stanley & Co. LLC
1585 Broadway
New York New York 10036

Ladies and Gentlemen:

OM Asset Management plc, a public limited company formed under the laws of England and Wales (the " **Company** "), and OM Group (UK) Limited, a private limited company formed under the laws of England and Wales (the " **Selling Shareholder** "), confirm their respective agreements with Morgan Stanley & Co. LLC (the " **Underwriter** ," which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), with respect to the sale by the Selling Shareholder and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of Ordinary Shares, nominal value $0.001 per share, of the Company (" **Ordinary Shares** ") set forth in Schedules A and B hereto. The aforesaid 6,039,630 Ordinary Shares to be purchased by the Underwriters are herein called the " **Securities** ." To the extent there is only one Underwriter for the sale of the Securities, the term Representatives and the term Underwriters shall mean the Underwriter.

The Company and the Selling Shareholder understand that the Underwriters propose to make a public offering of the Securities as soon as the Representatives deem advisable after this Agreement has been executed and delivered.

The Company has prepared and filed with the Securities and Exchange Commission (the " **Commission** ") a shelf registration statement on Form S-3 (File No. 333-207781) covering the public offering and sale of certain securities, including the Securities, under the Securities Act of 1933, as amended (the " **1933 Act** "), and the rules and regulations of the Commission promulgated thereunder (the " **1933 Act Regulations** "), which shelf registration statement has been declared effective. Such registration statement, as of any time, means such registration statement as amended by any post-effective amendments thereto to such time, including the exhibits and any schedules thereto at such time, the documents incorporated or deemed to be incorporated by reference therein at such time pursuant to Item 12 of Form S-3 under the 1933 Act and the documents otherwise deemed to be a part thereof as of such time pursuant to Rule 430B under the 1933 Act Regulations (" **Rule 430B** "), and is referred to herein as the " **Registration Statement** ;" provided, however, that the "Registration Statement" without reference to a time means such registration statement as amended by any post-effective amendments thereto as of the time of the first contract of sale for the Securities, which time shall be considered the "new effective date" of such registration statement with respect to the Securities, including the exhibits and schedules thereto as of such time, the documents incorporated or deemed incorporated by reference therein at such time pursuant to Item 12 of Form S-3 under the 1933 Act and the documents otherwise deemed to be a part thereof as of such time pursuant to the Rule 430B. Any registration statement filed by the Company pursuant to Rule 462(b) of the 1933 Act Rules and Regulations is herein called the " **Rule 462(b) Registration Statement** ," and from and after the date and time of filing

of the Rule 462(b) Registration Statement the term "Registration Statement" shall include the Rule 462(b) Registration Statement Each preliminary prospectus used in connection with the offering of the Securities, including the documents incorporated or deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, are collectively referred to herein as a "preliminary prospectus." Promptly after execution and delivery of this Agreement, the Company will prepare and file a final prospectus relating to the Securities in accordance with the provisions of Rule 424(b) under the 1933 Act Regulations (" **Rule 424(b)** "). The final prospectus, in the form first furnished or made available to the Underwriters for use in connection with the offering of the Securities, including the documents incorporated or deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, are collectively referred to herein as the " **Prospectus** ." For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system (or any successor system) (" **EDGAR** "). As used in this Agreement:

" **Applicable Time** " means 8:30 A.M., New York City time, on November 15, 2017 or such other time as agreed by the Company and the Representatives.

" **General Disclosure Package** " means any Issuer General Use Free Writing Prospectuses issued at or prior to the Applicable Time, the most recent preliminary prospectus (including any documents incorporated therein by reference) that is distributed to investors prior to the Applicable Time and the information included on Schedule C-1 hereto, all considered together.

" **Issuer Free Writing Prospectus** " means any "issuer free writing prospectus," as defined in Rule 433 of the 1933 Act Regulations (" **Rule 433** "), including without limitation any "free writing prospectus" (as defined in Rule 405 of the 1933 Act Regulations (" **Rule 405** ")) relating to the Securities that is (i) required to be filed with the Commission by the Company, (ii) a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Securities or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

" **Issuer General Use Free Writing Prospectus** " means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors (other than a " *bona fide* electronic road show," as defined in Rule 433), as evidenced by its being specified in Schedule C-2 hereto.

" **Issuer Limited Use Free Writing Prospectus** " means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, any preliminary prospectus or the Prospectus (or other references of like import) shall include all such financial statements and schedules and other information which is incorporated or deemed incorporated by reference in the Registration Statement, any preliminary prospectus or the Prospectus, as the case may be, prior to the execution and delivery of this Agreement; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Prospectus shall include the filing of any document under the Securities Exchange Act of 1934, as amended (the " **1934 Act** "), which is incorporated or deemed incorporated by reference in the Registration Statement, such preliminary prospectus or the Prospectus, as the case may be, at or after the execution and delivery of this Agreement.

SECTION 1. Representations and Warranties .

(a) *Representations and Warranties by the Company* . The Company represents and warrants to each Underwriter as of the date hereof, the Applicable Time and the Closing Time (as defined below), and agrees with each Underwriter, as follows:

(i) Registration Statement and Prospectuses . The Company meets the requirements for use of Form S-3 under the 1933 Act. Each of the Registration Statement and any post-effective amendment thereto has become effective under the 1933 Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated. The Company has complied with each request (if any) from the Commission for additional information.

Each of the Registration Statement and any post-effective amendment thereto, at the time of its effectiveness and at each deemed effective date with respect to the Underwriters, complied in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations. Each preliminary prospectus included in the General Disclosure Package, the Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission, complied in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and each preliminary prospectus delivered to the Underwriters for use in connection with this offering and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

The documents incorporated or deemed incorporated by reference in the Registration Statement, any preliminary prospectus and the Prospectus, when they became effective or at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission under the 1934 Act (the " **1934 Act Regulations** ").

(ii) Accurate Disclosure . The Registration Statement, at its effective time and at the Closing Time, does not or will not contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. As of the Applicable Time, neither (A) the General Disclosure Package nor (B) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Neither the Prospectus nor any amendment or supplement thereto (including any prospectus wrapper), as of its issue date, at the time of any filing with the Commission pursuant to Rule 424(b), or at the Closing Time, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The documents incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, at the time the Registration Statement became effective or when such documents incorporated by reference were filed with the Commission, as the case may be, when read together with the other information in the Registration Statement, the General Disclosure Package or the Prospectus, as the case may

be, did not and will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein. For purposes of this Agreement, the only information so furnished by any Underwriter shall be the information in the first paragraph under the heading "Underwriting–Commissions and Discounts," the information in the second, third and fourth paragraphs under the heading "Underwriting–Price Stabilization, Short Positions and Penalty Bids" and the information under the heading "Underwriting–Electronic Distribution" in each case contained in the preliminary prospectus included in the General Disclosure Package and the Prospectus (collectively, the " **Underwriter Information** ").

(iii) Issuer Free Writing Prospectuses . No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any document incorporated by reference therein, and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified.

(iv) Company Not Ineligible Issuer . At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer.

(v) Independent Accountants . The accountants who certified the financial statements and supporting schedules included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus are independent public accountants with respect to the Company as required by the 1933 Act, the 1933 Act Regulations and the Public Accounting Oversight Board.

(vi) Financial Statements; Non-GAAP Financial Measures . The financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, shareholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with U.S. generally accepted accounting principles (" **GAAP** ") applied on a consistent basis throughout the periods presented, except in the case of unaudited financial statements which are subject to normal year-end audit adjustments and the exclusion of certain footnotes as permitted by the applicable rules of the Commission. The supporting schedules, if any, present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein, except in the case of any "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission). The

pro forma financial information and the related notes thereto incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly the information shown therein, have been prepared in accordance with Commission's rules and guidelines with respect to pro forma financial information and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included, or incorporated by reference, in the Registration Statement, the General Disclosure Package or the Prospectus under the 1933 Act or the 1933 Act Regulations. All disclosures contained in the Registration Statement, the General Disclosure Package or the Prospectus, or incorporated by reference therein, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the 1934 Act and Item 10 of Regulation S-K of the 1933 Act, to the extent applicable. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(vii) No Material Adverse Change in Business . Except as otherwise stated therein, since the date of the most recent financial statements of the Company included in the Registration Statement, the General Disclosure Package or the Prospectus, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a " **Material Adverse Effect** "), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise, and (C) except for regular quarterly dividends on the Company's outstanding Ordinary Shares in amounts per ordinary share that are consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its share capital.

(viii) Good Standing of the Company . The Company has been duly formed and is validly existing as a public limited company in good standing under the laws of England and Wales and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the General Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect.

(ix) Good Standing of Subsidiaries . Each Affiliate (as defined in the Prospectus) and each other "significant subsidiary" of the Company (as such term is defined in Rule 1-02 of Regulation S-X) (each, a " **Subsidiary** " and, collectively, the " **Subsidiaries** ") has been duly organized and is validly existing in good standing under the laws of the jurisdiction of its incorporation or organization, has corporate or similar power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the General Disclosure Package and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not

reasonably be expected to result in a Material Adverse Effect. Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, all of the issued and outstanding share capital, common stock or membership interests (as applicable) of each Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable, and the share capital, common stock or membership interests, as applicable, owned by the Company, directly or through subsidiaries, are owned free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding share capital, common stock or membership interests (as applicable) of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The only subsidiaries of the Company are (A) the subsidiaries listed on Exhibit 21 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2016 and (B) certain other subsidiaries which, considered in the aggregate as a single subsidiary, do not constitute a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X.

(x) Capitalization . The authorized, issued and outstanding Ordinary Shares are as set forth in the Registration Statement, the General Disclosure Package and the Prospectus in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Registration Statement, the General Disclosure Package and the Prospectus or pursuant to the exercise of convertible securities or options referred to in the Registration Statement, the General Disclosure Package and the Prospectus). The outstanding Ordinary Shares, including the Securities to be purchased by the Underwriters from the Selling Shareholder, have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding Ordinary Shares, including the Securities to be purchased by the Underwriters from the Selling Shareholder, were issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(xi) Authorization of Agreement . This Agreement has been duly authorized, executed and delivered by the Company.

(xii) Authorization and Description of Securities . The Ordinary Shares conform to all statements relating thereto contained in the Registration Statement, the General Disclosure Package and the Prospectus and such description conforms in all material respects to the rights set forth in the instruments defining the same. No holder of Securities will be subject to personal liability by reason of being such a holder.

(xiii) Registration Rights . Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, there are no persons with registration rights or other similar rights to have any securities registered for sale pursuant to the Registration Statement or otherwise registered for sale or sold by the Company under the 1933 Act pursuant to this Agreement.

(xiv) Absence of Violations, Defaults and Conflicts . Neither the Company nor any of its subsidiaries is (A) in violation of its charter, by-laws or similar organizational document, except for such violations in the case of the subsidiaries that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound or to which any of the properties or assets of the Company or any subsidiary is subject (collectively, " **Agreements and Instruments** "), except for such defaults that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or (C) in violation of any law, statute, rule,

regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a " **Governmental Entity** "), except for such violations that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein (including the issuance and sale of the Securities) and compliance by the Company with its obligations hereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company or any subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter, by-laws or similar organizational document of the Company or any of its subsidiaries or, except as would not reasonably be expected to result in a Material Adverse Effect, any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity. As used herein, a " **Repayment Event** " means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(xv) Absence of Labor Dispute . No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent, which, in either case, would reasonably be expected to result in a Material Adverse Effect.

(xvi) Dividends by Subsidiaries . No subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as described in or contemplated in the Registration Statement, the General Disclosure Package or the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xvii) Absence of Proceedings . Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, there is no action, suit, proceeding, inquiry or, to the knowledge of the Company, investigation before or brought by any Governmental Entity now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which would reasonably be expected to result in a Material Adverse Effect, or which would materially and adversely affect their respective properties or assets or the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder; and the aggregate of all pending legal or governmental proceedings to which the Company or any such subsidiary is a party or of which any of their respective properties or assets is the subject which are not described in the Registration Statement, the General Disclosure Package and the Prospectus, including ordinary routine litigation incidental to the business, would not reasonably be expected to result in a Material Adverse Effect.

(xviii) [Reserved .]

(xix) Absence of Further Requirements . No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained or as made by the Company and are in full force and effect under the 1933 Act, the 1933 Act Regulations, the 1934 Act, the rules of the New York Stock Exchange, state securities laws or the rules of the Financial Industry Regulatory Authority, Inc. (" **FINRA** ").

(xx) Possession of Licenses and Permits . The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, " **Governmental Licenses** ") issued by the appropriate Governmental Entities necessary to conduct the business now operated by them, except where the failure so to possess would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company and its subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xxi) Title to Property . The Company and its subsidiaries have good and marketable title to all real property owned by them and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the Registration Statement, the General Disclosure Package and the Prospectus, (B) would not, singly or in the aggregate, materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries or (C) would not reasonably be expected to result in a Material Adverse Effect; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, are in full force and effect, and neither the Company nor any of its subsidiaries has received any written notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the material leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such material lease or sublease.

(xxii) Possession of Intellectual Property . The Company and its subsidiaries own or possess, or have the right to use, or can acquire on commercially reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, " **Intellectual Property** ") necessary to carry on the business now operated by them, except as, singly or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and neither the Company nor any of its subsidiaries has received any written notice of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property and which infringement or

conflict (if the subject of any unfavorable decision, ruling or finding), singly or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

(xxiii) Environmental Laws . Except as described in the Registration Statement, the General Disclosure Package and the Prospectus or would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any applicable federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, " **Hazardous Materials** ") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, " **Environmental Laws** "), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws for the operation of their business or the occupancy of real property by them and are each in compliance in all material respects with their requirements, (C) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, proceedings or, to the knowledge of the Company, investigations relating to any Environmental Law against the Company or any of its subsidiaries and (D) to the knowledge of the Company, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation under any Environmental Law, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws.

(xxiv) Accounting Controls and Disclosure Controls . The Company maintains for itself and its subsidiaries effective internal control over financial reporting (as defined under Rule 13-a15 and 15d-15 under the 1934 Act Regulations) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (E) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, the Company is not aware of (1) any material weakness in the Company's internal control over financial reporting (whether or not remediated) or (2) any change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

The Company maintains an effective system of disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the 1934 Act Regulations) that are designed to ensure

that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure

(xxv) Payment of Taxes . All United States federal income tax returns of the Company and its subsidiaries required by law to be filed have been filed and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, except assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided. The Company and its subsidiaries have filed all other tax returns that are required to have been filed by them pursuant to applicable foreign, state local or other law except insofar as the failure to file such returns would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect, and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company or its subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company or the relevant subsidiary, as applicable. The charges, accruals and reserves on the books of the Company and its subsidiaries in respect of any income and corporation tax liability for any years not finally determined or otherwise closed to assessment are adequate to meet any assessments or re-assessments for additional income or corporation tax for any such years, except to the extent of any inadequacy in respect of such accruals and reserves that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect.

(xxvi) Insurance . The Company and its subsidiaries carry or are entitled to the benefits of insurance, with reputable insurers, in such amounts and covering such risks as the Company's management reasonably believes is adequate to protect the Company and its subsidiaries and their businesses, taken as a whole, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of its subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain reasonably comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has been denied any insurance coverage which it has sought or for which it has applied.

(xxvii) Investment Company Act . The Company is not required, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Registration Statement, the General Disclosure Package and the Prospectus will not be required, to register as an "investment company" under the Investment Company Act of 1940, as amended (the " **1940 Act** ").

(xxviii) Absence of Manipulation . Neither the Company nor any controlled affiliate of the Company has taken, nor will the Company or any controlled affiliate take, directly or indirectly, any action which is designed, or would be expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities or to result in a violation of Regulation M under the 1934 Act.

(xxix) Tax Matters . The statements in the Preliminary Prospectus and the Prospectus under the headings "Material U.S. Federal Tax Considerations for Holders of Ordinary Shares" and,

"Material United Kingdom Tax Considerations for Holders of Ordinary Shares" fairly summarize the matters therein described in all material respects.

(xxx) Foreign Corrupt Practices Act . None of the Company, any of its subsidiaries or controlled affiliates or, to the knowledge of the Company, any director, officer, agent, employee, or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the " **FCPA** ") or the Bribery Act of 2010 of the United Kingdom, as amended, and the rules and regulations thereunder (the " **UK Bribery Act** "), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA), "foreign public official" (as such term is defined in the UK Bribery Act) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or the UK Bribery Act and the Company and, to the knowledge of the Company, its controlled affiliates and subsidiaries have conducted their businesses in compliance with the FCPA and the UK Bribery Act and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxxi) Money Laundering Laws . The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the " **Money Laundering Laws** "); and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(xxxii) OFAC . None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, affiliate, agent, employee or representative of the Company, or any of its subsidiaries is an individual or entity (" **Person** "), or is controlled by a Person that is, currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (" **OFAC** "), the United Nations Security Council (" **UNSC** "), the European Union, Her Majesty's Treasury (" **HMT** "), or other relevant sanctions authority (collectively, " **Sanctions** "), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions. For the past 5 years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(xxxiii) [Reserved.]

(xxxiv) Lending Relationship . Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of any Underwriter and (ii) will not receive any of the proceeds from the sale of the Securities.

(xxxv) Statistical and Market-Related Data . Any statistical and market-related data included in the Registration Statement, the General Disclosure Package or the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate and, to the extent required, the Company has obtained the written consent to the use of such data from such sources.

(xxxvi) Ratings . No "nationally recognized statistical rating organization" as such term is defined in Section 3(a)(62) of the 1934 Act (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company relating to any rating assigned to the Company, or any securities of the Company or, (ii) has indicated to the Company that it is considering (A) the downgrading, suspension, or withdrawal of, or any review for a possible change that does not indicate the direction of the possible change in, any rating so assigned, or (B) any change in the outlook for any rating of the Company or any securities of the Company.

(xxxvii) No Solicitation . The Company has not paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Company (except as contemplated in this Agreement).

(xxxviii) UK Withholding Taxes . No income, capital gains, transfer or other taxes are imposed, by withholding, by the United Kingdom or any political subdivision or taxing authority thereof or therein on (i) any dividends and other distributions paid on the Securities to the holders or beneficial owners of the Securities, or (ii) the disposition of the Securities by the holders or beneficial owners of the Securities.

(xxxix) UK Stamp Taxes . No stock, stamp, issuance, transfer, transaction, documentary, registration, capital or other similar tax, fee, charge or duty is assessable or payable by or on behalf of, or imposed on, any Underwriter to or by the United Kingdom or any political subdivision or taxing authority thereof or therein, and no capital gains, income or withholding tax or similar tax is assessable or payable by or on behalf of, or imposed on, any Underwriter to or by the United Kingdom or any political subdivision or taxing authority thereof or therein (except in the case of any capital gains, income or withholding or similar tax as a result of an Underwriter having a connection to the United Kingdom or any political subdivision or taxing authority thereof or therein other than merely its execution of, receipt (or deemed receipt) of payments under, performance of its obligations under, and enforcement of, this Agreement), in any case, in connection with: (A) the offer, sale, transfer and delivery of the Securities to or for the account of such Underwriter in accordance with the terms of this Agreement, (B) the offer, sale, transfer and delivery by such Underwriter of the Securities to subsequent purchasers thereof, (C) the execution and delivery of this Agreement and (D) the consummation of the transactions contemplated by, and any payments made to the Underwriters pursuant to, this Agreement.

(xl) PFIC . The Company does not expect to be a "passive foreign investment company" within the meaning of Section 1297 of the Internal Revenue Code of 1986, as amended, for the 2016 tax year or any subsequent taxable year.

(xli) No License . Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, and subject to the relevant exequatur procedure, any final judgment for a fixed or readily calculable sum of money rendered by any court of the State of New York or of the United States located in the State of New York having jurisdiction under its own domestic laws in respect of any suit, action or proceeding against the Company based upon this Agreement would be declared enforceable against the Company by the courts of the United Kingdom

or any political subdivision thereof or authority or agency therein without reexamination, review of the merits of the cause of action in respect of which the original judgment was given or re-litigation of the matters adjudicated upon or payment of any stamp, registration or similar tax or duty.

(b) *Representations and Warranties by the Selling Shareholder* . The Selling Shareholder represents and warrants to each Underwriter as of the date hereof, as of the Applicable Time and as of the Closing Time, and agrees with each Underwriter, as follows:

(i) Accurate Disclosure . Neither the General Disclosure Package nor the Prospectus or any amendments or supplements thereto includes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that such representations and warranties set forth in this subsection (b)(i) apply only to statements or omissions made in reliance upon and in conformity with information relating to the Selling Shareholder furnished in writing by or on behalf of the Selling Shareholder to the Company expressly for use in the Registration Statement, the General Disclosure Package, the Prospectus or any other Issuer Free Writing Prospectus or any amendment or supplement thereto (the " **Selling Shareholder Information** "); the Selling Shareholder is not prompted to sell the Securities to be sold by the Selling Shareholder hereunder by any information concerning the Company or any subsidiary of the Company which is not set forth in the General Disclosure Package or the Prospectus.

(ii) Authorization of this Agreement . This Agreement has been duly authorized, executed and delivered by or on behalf of the Selling Shareholder.

(iii) Noncontravention . The execution and delivery of this Agreement and the sale and delivery of the Securities to be sold by the Selling Shareholder and the consummation of the transactions contemplated herein and compliance by the Selling Shareholder with its obligations hereunder do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any tax, lien, charge or encumbrance upon the Securities to be sold by the Selling Shareholder or any property or assets of the Selling Shareholder pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, license, lease or other agreement or instrument to which the Selling Shareholder is a party or by which the Selling Shareholder may be bound, or to which any of the property or assets of the Selling Shareholder is subject (except for such conflicts, breaches, defaults, taxes, liens, charges or encumbrances that would not, singly or in the aggregate, materially and adversely affect the consummation of the offering of the Securities), nor will such action result in any violation of (A) the provisions of the charter or by-laws or other organizational instrument of the Selling Shareholder, if applicable, or (B) any applicable treaty, law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Selling Shareholder or any of its properties, except in the case of clause (B) for such violations that would not, singly or in the aggregate, materially and adversely affect the consummation of the offering of the Securities.

(iv) Valid Title . The Selling Shareholder is, and at the Closing Time will be, the beneficial owner of the Securities to be sold by the Selling Shareholder free and clear of all security interests, claims, liens, equities or other encumbrances and the legal right and power, and all authorization and approval required by law, to enter into this Agreement and to sell, transfer and deliver its interest in the Securities to be sold by such Selling Shareholder or a valid security entitlement in respect of such Securities.

(v) Delivery of Securities . Upon payment of the purchase price for the Securities to be sold by the Selling Shareholder pursuant to this Agreement, delivery of such Securities, as directed by the Underwriters, to Cede & Co. (" **Cede** ") or such other nominee as may be designated by The Depository Trust Company (" **DTC** ") (unless delivery of such Securities is unnecessary because such Securities are already in possession of Cede or such nominee), registration of such Securities in the name of Cede or such other nominee (unless registration of such Securities is unnecessary because such Securities are already registered in the name of Cede or such nominee), and the crediting of such Securities on the books of DTC to securities accounts (within the meaning of Section 8-501(a) of the UCC (as defined below)) of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any "adverse claim," within the meaning of Section 8-105 of the Uniform Commercial Code then in effect in the State of New York (" **UCC** "), to such Securities), (A) under Section 8-501 of the UCC, the Underwriters will acquire a valid "security entitlement" in respect of such Securities and (B) no action (whether framed in conversion, replevin, constructive trust, equitable lien, or other theory) based on any "adverse claim," within the meaning of Section 8-102 of the UCC, to such Securities may be asserted against the Underwriters with respect to such security entitlement; for purposes of this representation, the Selling Shareholder may assume that when such payment, delivery (if necessary) and crediting occur, (I) such Securities will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Company's share registry in accordance with its articles of association and applicable law, (II) DTC will be registered as a "clearing corporation," within the meaning of Section 8-102 of the UCC, (III) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC, (IV) to the extent DTC, or any other securities intermediary which acts as "clearing corporation" with respect to the Securities, maintains any "financial asset" (as defined in Section 8-102(a)(9)) of the UCC in a clearing corporation pursuant to Section 8-111 of the UCC, the rules of such clearing corporation may affect the rights of DTC or such securities intermediaries and the ownership interest of the Underwriters, (V) claims of creditors of DTC or any other securities intermediary or clearing corporation may be given priority to the extent set forth in Section 8-511(b) and 8-511(c) of the UCC and (VI) if at any time DTC or another securities intermediary does not have sufficient Securities to satisfy claims of all of its entitlement holders with respect thereto then all holders will share pro rata in the Securities then held by DTC or such securities intermediary.

(vi) Absence of Manipulation . The Selling Shareholder has not taken, and will not take, directly or indirectly, any action which is designed to or which constituted or would be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(vii) Absence of Further Requirements . No filing with, or consent, approval, authorization, order, registration, qualification or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency, domestic or foreign, is necessary or required for the performance by the Selling Shareholder of its obligations hereunder, or in connection with the sale and delivery of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the 1934 Act, the rules of the New York Stock Exchange state securities laws or the rules of FINRA.

(viii) No Registration or Other Similar Rights . Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, the Selling Shareholder does not have any registration or other similar rights to have any equity or debt securities registered for sale

by the Company under the Registration Statement or included in the offering contemplated by this Agreement.

(ix) No Free Writing Prospectuses . The Selling Shareholder has not prepared or had prepared on its behalf or used or referred to, any "free writing prospectus" (as defined in Rule 405), and has not distributed any written materials in connection with the offer or sale of the Securities.

(i) No Association with FINRA . Neither the Selling Shareholder nor any of its affiliates directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with any member firm of FINRA or is a person associated with a member (within the meaning of the FINRA By-Laws) of FINRA, except for Heitman Securities LLC and Funds Distributor, LLC, which will not participate in this offering within the meaning of FINRA Rule 5110.

(ii) ERISA Compliance . The Selling Shareholder represents and warrants that it is not (i) an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "), (ii) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986, as amended or (iii) an entity deemed to hold "plan assets" of any such plan or account under Section 3(42) of ERISA, 29 C.F.R. 2510.3-101, or otherwise.

(c) *Officer's Certificates* . Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Representatives or to counsel for the Underwriters shall be deemed a representation and warranty by the Company and not by such officer in his personal capacity to each Underwriter as to the matters covered thereby; and any certificate signed by or on behalf of the Selling Shareholder as such and delivered to the Representatives or to counsel for the Underwriters pursuant to the terms of this Agreement shall be deemed a representation and warranty by the Selling Shareholder and not by such officer in his personal capacity to the Underwriters as to the matters covered thereby.

SECTION 2. Sale and Delivery to Underwriters; Closing .

(a) *Securities* . On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Selling Shareholder agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Selling Shareholder, at the price per share set forth in Schedule A , that proportion of the number of Securities set forth in Schedule B opposite the name of the Selling Shareholder, which the number of Securities set forth in Schedule A opposite the name of such Underwriter, plus any additional number of Securities which such Underwriter may become obligated to purchase pursuant to the provisions of Section 10 hereof, bears to the total number of Securities, subject, in each case, to such adjustments among the Underwriters as the Representatives in their sole discretion shall make to eliminate any sales or purchases of fractional shares. Delivery of the Securities by the Selling Shareholder shall be made by the crediting of such Securities on the books of DTC to respective accounts of the Underwriters.

(b) *Payment* . Payment of the purchase price for, and delivery of the Securities shall be made at the offices of Freshfields Bruckhaus Deringer US LLP, or at such other place as shall be agreed upon by the Representatives, the Company and the Selling Shareholder, at 9:00 A.M. (New York City time) on the second (third, if the pricing occurs after 4:30 P.M. (New York City time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company and the Selling Shareholder (such time and date of payment and delivery being herein called " **Closing Time** ").

Payment shall be made to the Selling Shareholder by wire transfer of immediately available funds to a bank account designated by the Selling Shareholder against the registration of the Securities in the name of Cede & Co. and the crediting of such Securities on the books of DTC to respective accounts of the Underwriters. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Securities which it has agreed to purchase. Morgan Stanley & Co. LLC, individually and not as representatives of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Securities to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder. It is understood that any transfer or delivery of Securities shall only be made through the facilities of DTC and any agreement for the transfer of the Securities shall only be made in respect of Securities held within the facilities of DTC in accordance with the settlement and delivery mechanisms provided for in this Section 2.

SECTION 3. Covenants of the Company and the Selling Shareholder .

(a) The Company covenants with each Underwriter as follows:

(i) *Compliance with Securities Regulations and Commission Requests* . The Company, subject to Section 3(b) , will comply with the requirements of Rule 430B, and will, until the distribution of the Securities is completed (and the Underwriters will advise the Company upon request as to the completion of the distribution of the Securities), notify the Representatives promptly, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission with respect to the Registration Statement, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus, including any document incorporated by reference therein, or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or of any order preventing or suspending the use of any preliminary prospectus or the Prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Company will effect all filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof at the as promptly as practicable.

(ii) *Continued Compliance with Securities Laws* . The Company will comply with the 1933 Act, the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Registration Statement, the General Disclosure Package and the Prospectus and the Underwriters will advise the Company upon request as to the completion of the distribution of the Securities. If at any time when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172 of the 1933 Act Regulations (" **Rule 172** "), would be) required by the 1933 Act to be delivered in connection with sales of the Securities (the " **Prospectus Delivery Period** "), any event shall occur

or condition shall exist as a result of which it is necessary, in the opinion of the counsel for the Underwriters identified in Section 5(g) or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the General Disclosure Package or the Prospectus in order that the General Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the General Disclosure Package or the Prospectus, as the case may be, in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly (A) give the Representatives notice of such event, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the General Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representatives with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement; provided that the Company shall not file or use any such amendment or supplement to which the Representatives or counsel for the Underwriters shall object, it being understood such objection shall not be unreasonable; provided further that such ability to object will no longer be in effect after 90 days from the date hereof. The Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. The Company has given the Representatives notice of any filings made pursuant to the 1934 Act or 1934 Act Regulations within 48 hours prior to the Applicable Time; the Company will give the Representatives notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Representatives or counsel for the Underwriters shall reasonably object (other than a document that the Company believes in good faith, based on advice of counsel, it is required by law to file).

(iii) *Delivery of Registration Statements* . The Company has furnished or will deliver to the Representatives and the counsel for the Underwriters identified in Section 5(g) , without charge, conformed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated by reference or deemed incorporated by reference therein) and conformed copies of all consents and certificates of experts, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(iv) *Delivery of Prospectuses* . The Company has delivered to each Underwriter, without charge, as many copies of each preliminary prospectus as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, without charge, during the period when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted

copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(v) *Blue Sky Qualifications* . The Company will use its reasonable best efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representatives may reasonably designate and to maintain such qualifications in effect so long as required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(vi) *Rule 158* . The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(vii) *Use of Proceeds* . The Company will not receive any proceeds from the sale of the Securities.

(viii) *Listing* . The Company will use its reasonable best efforts to maintain the listing of the Ordinary Shares (including the Securities) on the New York Stock Exchange.

(ix) *Restriction on Sale of Securities* . During a period of 30 calendar days from the date of the Prospectus, the Company will not, without the prior written consent of Morgan Stanley & Co. LLC, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares or file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Ordinary Shares, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder, (B) any Ordinary Shares issued by the Company upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof and referred to in the Registration Statement, the General Disclosure Package and the Prospectus, (C) any Ordinary Shares or other equity awards issued or options to purchase Ordinary Shares granted pursuant to existing employee benefit plans of the Company referred to in the Registration Statement, the General Disclosure Package and the Prospectus, including the exchange of outstanding restricted ordinary shares of Old Mutual plc held by certain officers of the Company for Ordinary Shares of the Company, (D) any Ordinary Shares or other equity awards issued pursuant to any non-employee director stock plan or dividend reinvestment plan referred to in the Registration Statement, the General Disclosure Package and the Prospectus, or (E) the filing of any registration statement on Form S-8 with respect to any equity incentive plan or equity awards of the Company referred to in the Registration Statement, the General Disclosure Package and the Prospectus.

(x) *Reporting Requirements* . The Company, during the period when a Prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to

be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and 1934 Act Regulations.

(xi) *No Manipulation* . The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the 1934 Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Securities.

(xii) *Issuer Free Writing Prospectuses* . The Company agrees that, unless it obtains the prior written consent of the Representatives, it will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the Representatives will be deemed to have consented to the Issuer Free Writing Prospectuses listed on Schedule C-2 hereto and any "road show that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representatives. The Company represents that it has treated or agrees that it will treat each such free writing prospectus consented to, or deemed consented to, by the Representatives as an "issuer free writing prospectus," as defined in Rule 433, and that it has complied and will comply with the applicable requirements of Rule 433 with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any preliminary prospectus or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(xiii) *Notice of Inability to Use Shelf Registration Statement* . If at any time during the Prospectus Delivery Period, the Company receives from the Commission a notice pursuant to Rule 401(g)(2) under the 1933 Act Regulations or otherwise ceases to be eligible to use the shelf registration statement form, the Company will (i) promptly notify the Representatives, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Securities, in a form satisfactory to the Representatives, (iii) use its best efforts to cause such registration statement or post-effective amendment to be declared effective and (iv) promptly notify the Representatives of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice under the 1933 Act Regulations or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

(xiv) *Tax Withholding.* All amounts paid (or deemed to be paid) pursuant to this Agreement (including any underwriting discount) by the Company or the Selling Shareholder to each of the Underwriters hereunder shall, except as required by law, be made free and clear of, and without deduction or withholding for or on account of, any and all present and future taxes, levies, imposts, duties, fees, deductions, assessments or other charges of whatever nature, now or hereinafter imposed, levied, collected, deducted or assessed by any jurisdiction, and all interest, penalties or

similar liabilities with respect thereto (" **Taxes** "). If the Company or the Selling Shareholder is required by law to make any such withholding or deduction for or on account of Taxes, excluding Taxes imposed, levied, collected or assessed by reason of such Underwriter having some connection with the relevant jurisdiction other than merely its execution of, receipt (or deemed receipt) of payments under, performance of its obligations under, and enforcement of, this Agreement (all such excluded Taxes, "Excluded Taxes"), then amounts payable by the Company or the Selling Shareholder under this Agreement shall, to the extent permitted by law, be increased to such amount as is necessary to yield and remit to each Underwriter an amount which, after deduction of all Taxes (except for Excluded Taxes, including all Taxes (other than Excluded Taxes) payable on such increased payments) equals the amount that would have been payable if no Taxes applied.

(b) The Selling Shareholder agrees that unless it obtains the prior written consent of the Representatives, it will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the Representatives will be deemed to have consented to the Issuer Free Writing Prospectuses listed on Schedule C-2 hereto and any "road show that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representatives. The Selling Shareholder represents that it has treated or agrees that it will treat each such free writing prospectus consented to, or deemed consented to, by the Representatives as an "issuer free writing prospectus," as defined in Rule 433, and that it has complied and will comply with the applicable requirements of Rule 433 with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information in relation to the Selling Shareholder contained in the Registration Statement, any preliminary prospectus or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein in relation to the Selling Shareholder, in the light of the circumstances existing at that subsequent time, not misleading, the Selling Shareholder will promptly notify the Representatives and will promptly amend or supplement, at the expense of the Company, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

SECTION 4. Payment of Expenses .

(a) *Expenses* . The Company will pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of copies of each preliminary prospectus, each Issuer Free Writing Prospectus and the Prospectus and any amendments or supplements thereto and any costs associated with electronic delivery of any of the foregoing by the Underwriters to investors, (iii) the preparation, issuance and delivery of the Securities to the Underwriters, including any stock or other transfer taxes and any stamp or other duties payable upon the sale, issuance, transfer or delivery of the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(a)(v) hereof, including filing fees but excluding, for the avoidance of doubt, the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the fees and expenses of any transfer agent or registrar for the Securities, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including

without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and 50% of the cost of aircraft and other transportation chartered in connection with the road show (it being understood that the other 50% of such aircraft and other transportation chartered in connection with the road show shall be the responsibility of the Underwriters, except that the lodging, commercial airfare and individual expenses of the Underwriters shall be the responsibility of the Underwriters), (viii) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by FINRA of the terms of the sale of the Securities, provided that the fees and disbursements of counsel to the Underwriters pursuant to this subclause (viii) do not exceed $15,000 in the aggregate and (ix) the fees and expenses incurred in connection with the listing of the Securities on the New York Stock Exchange. It is understood and agreed that except as provided in this Section 4, Section 6 and Section 7, the Underwriters will pay all of their own costs and expenses, including fees and disbursements of their counsel and stock transfer taxes, if any, payable on resale of any of the Securities by them.

(b) *Expenses of the Selling Shareholder* . The Selling Shareholder will pay all expenses incident to the performance of its obligations under, and the consummation of the transactions contemplated by, this Agreement, including (i) any stamp and other duties and stock and other transfer taxes, if any, payable upon the sale of the Securities to the Underwriters and their transfer between the Underwriters pursuant to an agreement between such Underwriters, provided that any such transfer of the Securities is affected in accordance with Section 2 of this Agreement, and (ii) the fees and disbursements of its counsel and other advisors.

(c) *Termination of Agreement* . If this Agreement is terminated by the Representatives in accordance with the provisions of Section 5(q), Section 9(a)(i) or (iii) , Section 10 (but only with respect to non-defaulting underwriters) or Section 11 hereof, the Company shall reimburse the Underwriters for all of their reasonable out-of-pocket expenses incurred in connection with the transactions contemplated by this Agreement, including the reasonable fees and disbursements of counsel for the Underwriters identified in Section 5(g).

(d) *Allocation of Expenses* . The provisions of this Section 4 shall not affect any agreement that the Company and the Selling Shareholder may make for the sharing of such costs and expenses.

SECTION 4. Conditions of Underwriters' Obligations . The several obligations of the Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company and the Selling Shareholder contained herein or in certificates of any officer of the Company or any of its subsidiaries or on behalf of the Selling Shareholder delivered pursuant to the provisions hereof, to the performance by the Company and the Selling Shareholder of their respective covenants and other obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement* . The Registration Statement, including any Rule 462(b) Registration Statement, has become effective and, at the Closing Time, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company has complied with each request (if any) from the Commission for additional information. A prospectus containing the information required pursuant to Rule 430B shall have been filed with the Commission in the manner and within the time frame required by Rule 424(b) without reliance on Rule 424(b)(8) or a post-effective amendment providing such

information shall have been filed with, and declared effective by, the Commission in accordance with the requirements of Rule 430B.

(b) *Opinion of Counsel for Company* . At the Closing Time, the Representatives shall have received the favorable opinion, dated the Closing Time, of Morgan, Lewis & Bockius LLP, counsel for the Company, together with signed or reproduced copies of such letter for each of the other Underwriters, to the effect set forth in Exhibit A hereto.

(c) *Opinion of Counsel for the Selling Shareholder* . At the Closing Time, the Representatives shall have received the favorable opinion as to matters of English law, dated the Closing Time, of Skadden, Arps, Slate, Meagher & Flom (UK) LLP, counsel for the Selling Shareholder, together with signed or reproduced copies of such letter for each of the other Underwriters, to the effect set forth in Exhibit B hereto.

(d) *Opinion of UK Counsel for the Company* . At the Closing Time, the Representatives shall have received the favorable opinion, dated the Closing Time, of Morgan, Lewis & Bockius UK LLP, UK counsel for the Company, together with signed or reproduced copies of such letter for each of the other Underwriters, to the effect set forth in Exhibit C hereto.

(e) *Opinion of UK Tax Counsel for the Company.* At the Closing Time, the Representative shall have received the favorable opinion, dated the Closing Time, of Akin Gump Strauss Hauer & Feld, UK tax counsel for the Company, together with signed or reproduced copies of such letter for each of the other Underwriters, to the effect set forth in Exhibit D hereto.

(f) *Opinion of General Counsel for Company* . At the Closing Time, the Representatives shall have received the favorable opinion, dated the Closing Time, of Richard Hart, Esq., General Counsel for the Company, together with signed or reproduced copies of such letter for each of the other Underwriters, to the effect set forth in Exhibit E hereto.

(g) *Opinion of Counsel for Underwriters* . At the Closing Time, the Representatives shall have received the favorable opinion, dated the Closing Time, of Freshfields Bruckhaus Deringer US LLP, counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters in a form reasonably acceptable to the Underwriters. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the General Corporation Law of the State of Delaware and the federal securities laws of the United States, upon the opinions of counsel satisfactory to the Representatives. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers and other representatives of the Company and its subsidiaries and certificates of public officials.

(h) *Officers' Certificate* . At the Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Representatives shall have received a certificate of the Chief Executive Officer or the President of the Company and of the chief financial or chief accounting officer of the Company, dated the Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties of the Company in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part

to be performed or satisfied at or prior to the Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement under the 1933 Act has been issued, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, contemplated.

(i) *Certificate of Selling Shareholder* . At the Closing Time, the Representatives shall have received a certificate of an authorized officer of the Selling Shareholder, dated the Closing Time, to the effect that (i) the representations and warranties of the Selling Shareholder in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time and (ii) the Selling Shareholder has complied with all agreements and all conditions on its part to be performed under this Agreement at or prior to the Closing Time.

(j) *Accountant's Comfort Letters* . At the time of the execution of this Agreement, the Representatives shall have received from each of (i) KPMG LLP and (ii) Pricewaterhouse Coopers LLP a letter dated such date, in form and substance satisfactory to the Representatives, together with signed or reproduced copies of such letter for each of the other Underwriters, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the General Disclosure Package and the Prospectus.

(k) *Bring-down Comfort Letter* . At the Closing Time, the Representatives shall have received from KPMG LLP a letter, dated as of the Closing Time, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to subsection (j)(i) of this Section, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(l) *No Objection* . FINRA has confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the offering of the Securities.

(m) *Lock-up Agreements* . At the date of this Agreement, the Representatives shall have received an agreement substantially in the form of Exhibit F hereto signed by the persons listed on Schedule D hereto.

(n) *Chief Financial Officer's Certificate* . At the date of this Agreement, the Representatives shall have received from Stephen H. Belgrad, the Executive Vice President and Chief Financial Officer of the Company, a certificate, dated such date, in the form of Exhibit G hereto and otherwise in form and substance satisfactory to the Representatives, together with signed or reproduced copies of such certificate for each of the other Underwriters, containing statements and information with respect to the financial statements and certain financial information contained in the Registration Statement, the General Disclosure Package and the Prospectus.

(o) *Additional Documents* . At the Closing Time counsel for the Underwriters identified in Section 5(g) shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company and the Selling Shareholder in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters.

(p) *Termination of Agreement* . If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representatives by notice to the Company and the Selling Shareholder at any time at or prior to Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4(c) and except that Sections 1 , 6 , 7 , 8 , 15 , 16 and 17 shall survive any such termination and remain in full force and effect.

SECTION 5. Indemnification .

(a) *Indemnification of Underwriters* . The Company agrees to indemnify and hold harmless each Underwriter, its affiliates (as such term is defined in Rule 501(b) under the 1933 Act (each, an " **Affiliate** ")), its selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any post-effective amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included (A) in any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package or the Prospectus (or any post-effective amendment or supplement thereto), or (B) in any materials or information provided to investors by, or with the prior approval of, the Company in connection with the marketing of the offering of the Securities (" **Marketing Materials** "), including any roadshow or investor presentations made to investors by the Company (whether in person or electronically), or the omission or alleged omission in any preliminary prospectus, Issuer Free Writing Prospectus, the Prospectus or in any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, referred to in (i) above to the extent the same is not paid under (i) above; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company and the Selling Shareholder;

(iii) against any and all expense whatsoever, as incurred (including the reasonably incurred fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, referred to in (i) above to the extent that any such expense is not paid under (i) or (ii) above;

provided , however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement (or any post-effective amendment thereto), including any information

deemed to be a part thereof pursuant to Rule 430B, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(b) *Indemnification of Underwriters by Selling Shareholder* . The Selling Shareholder agrees to indemnify and hold harmless each Underwriter, its Affiliates and selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act to the extent and in the manner set forth in clauses (a)(i) , (ii) and (iii) above; provided that the Selling Shareholder shall be liable only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission has been made in the Registration Statement, any preliminary prospectus, the General Disclosure Package, the Prospectus (or any post-effective amendment or supplement thereto) or any Issuer Free Writing Prospectus in reliance upon and in conformity with the Selling Shareholder Information; provided, further, that the liability under this subsection of the Selling Shareholder shall be limited to an amount equal to the net proceeds to the Selling Shareholder from the sale of Securities sold by the Selling Shareholder hereunder.

(c) *Indemnification of Company, Directors and Officers and Selling Shareholder.* Each Underwriter severally agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, and the Selling Shareholder, and each person, if any, who controls the Selling Shareholder within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense (including the reasonable fees and disbursements of counsel) described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any post-effective amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(d) *Actions against Parties; Notification* . Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not actually and materially prejudiced (through the forfeiture of substantive rights and defenses or otherwise) as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Sections 6(a) and 6(b) above, counsel to the indemnified parties shall be selected by the Representatives, and, in the case of parties indemnified pursuant to Section 6(c) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii)

does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(e) *Settlement without Consent if Failure to Reimburse* . The indemnifying party under this Section 6 shall not be liable for any settlement of any proceeding effected without its written consent, which will not be unreasonably withheld, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonably incurred fees and expenses of counsel in accordance with this Section 6 , such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 calendar days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 calendar days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(f) *[Reserved* .]

(g) *Other Agreements with Respect to Indemnification* . The provisions of this Section shall not affect any agreement between the Company and the Selling Shareholder with respect to indemnification.

SECTION 6. Contribution . If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Shareholder, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Selling Shareholder, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company and the Selling Shareholder, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company and the Selling Shareholder, on the one hand, and the total underwriting discount received by the Underwriters, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate public offering price of the Securities as set forth on the cover of the Prospectus.

The relative fault of the Company and the Selling Shareholder, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Shareholder or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company, the Selling Shareholder and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7 . The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission. The provisions set forth in Section 6 hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 7 ; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 6 hereof for purposes of indemnification.

Notwithstanding the provisions of this Section 7 , (i) no Underwriter shall be required to contribute any amount in excess of the underwriting commissions received by such Underwriter in connection with the Ordinary Shares underwritten by it and distributed to the public and (ii) the Selling Shareholder shall not be required to contribute any amount in excess of the aggregate gross proceeds after underwriting commissions and discounts, but before expenses, to the Selling Shareholder from the sale of Securities sold by the Selling Shareholder hereunder .

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7 , each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and each Underwriter's Affiliates and selling agents shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company or the Selling Shareholder within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company or the Selling Shareholder, as the case may be. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Securities set forth opposite their respective names in Schedule A hereto and not joint.

The provisions of this Section shall not affect any agreement between the Company and the Selling Shareholder with respect to contribution.

SECTION 7. Representations, Warranties and Agreements to Survive . All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company, or any of its subsidiaries or the Selling Shareholder submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates or selling agents, any person controlling any Underwriter, its officers or directors, any person controlling the Company or any person controlling the Selling Shareholder and (ii) delivery of and payment for the Securities.

SECTION 8. Termination of Agreement .

(a) *Termination* . The Representatives may terminate this Agreement, by notice to the Company and the Selling Shareholder, at any time at or prior to the Closing Time (i) if there has been, in the judgment of the Representatives, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus,

any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is, in the judgment of the Representatives, material and adverse and makes it impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission, the New York Stock Exchange or NASDAQ Stock Market LLC, or (iv) if trading generally on the New York Stock Exchange has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by either of said exchanges or by order of the Commission, FINRA or any other governmental authority, or (v) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by Federal or New York authorities or by the authorities of England and Wales.

(b) *Liabilities* . If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1 , 6 , 7 , 8 , 15 , 16 and 17 shall survive such termination and remain in full force and effect.

SECTION 9. Default by One or More of the Underwriters . If one or more of the Underwriters shall fail at the Closing Time to purchase the Securities which it or they are obligated to purchase under this Agreement (the " **Defaulted Securities** "), the Representatives shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representatives shall not have completed such arrangements within such 24-hour period, then:

(i) if the number of Defaulted Securities does not exceed 10% of the number of Securities to be purchased on such date, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportion that its respective underwriting obligation hereunder bears to the underwriting obligations of all non-defaulting Underwriters, or

(ii) if the number of Defaulted Securities exceeds 10% of the number of Securities to be purchased on such date, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement either the (i) Representatives or (ii) the Company and the Selling Shareholder shall have the right to postpone the Closing Time for a period not exceeding seven calendar days in order to effect any required changes in the Registration Statement, the General Disclosure Package or the Prospectus or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 10 .

SECTION 11. Default by the Selling Shareholder . If the Selling Shareholder shall fail at the Closing Time to sell and deliver the number of Securities which the Selling Shareholder is obligated to sell hereunder, then the Underwriters may, at the option of the Representatives, by notice from the Representatives to the Company, either (i) terminate this Agreement without any liability on the fault of any non-defaulting party except that the provisions of Sections 1 , 4 , 6 , 7 , 8 , 15 , 16 and 17 shall remain in full force and effect or (ii) elect to purchase the Securities which the Selling Shareholder has agreed to sell hereunder. No action taken pursuant to this Section 11 shall relieve the Selling Shareholder so defaulting from liability, if any, in respect of such default.

In the event of a default by the Selling Shareholder as referred to in this Section 11 , each of the Representatives and the Company shall have the right to postpone the Closing Time for a period not exceeding seven calendar days in order to effect any required change in the Registration Statement, the General Disclosure Package or the Prospectus or in any other documents or arrangements.

SECTION 12. Notices . All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to Morgan Stanley & Co. LLC at 1585 Broadway, New York, New York 10036, attention of Equity Syndicate Desk, with a copy to the Legal Department with a copy to Freshfields Bruckhaus Deringer US LLP at 601 Lexington Avenue, 31 st Floor, New York, NY 10022, attention of Paul D. Tropp; notices to the Company shall be directed to it at 200 Clarendon Street, 53rd Floor, Boston, Massachusetts 02116, attention of Richard Hart, Esq. with a copy to Morgan, Lewis & Bockius LLP at 101 Park Avenue, New York, New York 10178, attention of Christina E. Melendi; and notices to the Selling Shareholder shall be directed to 5th Floor, Millennium Bridge House, 2 Lambeth Hill, London, EC4V 4GG, attention of Colin Campbell, with a copy to Skadden, Arps, Slate, Meagher & Flom LLP at 40 Bank Street, Canary Wharf, London, E14 5DS, attention of Danny Tricot.

SECTION 13. No Advisory or Fiduciary Relationship . Each of the Company and the Selling Shareholder acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company and the Selling Shareholder, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering of the Securities and the process leading thereto, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company, any of its subsidiaries or the Selling Shareholder, or its respective shareholders, stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company or the Selling Shareholder with respect to the offering of the Securities or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company, any of its subsidiaries or the Selling Shareholder on other matters) and no Underwriter has any obligation to the Company or the Selling Shareholder with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of each of the Company and the Selling Shareholder, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Securities and each of the Company and the Selling Shareholder has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

SECTION 14. Parties . This Agreement shall each inure to the benefit of and be binding upon the Underwriters, the Company and the Selling Shareholder and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters, the Company and the Selling Shareholder and their respective successors and

the controlling persons, Affiliates and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters, the Company and the Selling Shareholder and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. Trial by Jury . The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its shareholders and affiliates), the Selling Shareholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 16. GOVERNING LAW . THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

SECTION 17. Consent to Jurisdiction; Waiver of Immunity . Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (" **Related Proceeding** s") shall be instituted in (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan or (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the " **Specified Courts** "), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a " **Related Judgment** "), as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The submission by the Company to the exclusive jurisdiction of the federal or state courts of the United States of America located in the City and County of New York, Borough of Manhattan, constitutes a valid and legally binding obligation of the Company and service of process made in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company for purposes of proceedings in such courts under the laws of England and Wales. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum. Each party not located in the United States irrevocably appoints CT Corporation System as its agent to receive service of process or other legal summons for purposes of any such suit, action or proceeding that may be instituted in any state or federal court in the City and County of New York. With respect to any Related Proceeding, each party irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, service of process, attachment (both before and after judgment) and execution to which it might otherwise be entitled in the Specified Courts, and with respect to any Related Judgment, each party waives any such immunity in the Specified Courts or any other court of competent jurisdiction, and will not raise or claim or cause to be pleaded any such immunity at or in respect of any such Related Proceeding or Related Judgment, including, without limitation, any immunity pursuant to the United States Foreign Sovereign Immunities Act of 1976, as amended.

SECTION 18. Judgment Currency . In respect of any judgment or order given or made for any amount due hereunder that is expressed and paid in a currency other than United States dollars, the parties

hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Underwriters could purchase United States dollars with such other currency on the business day preceding that on which final judgment is given. If the U.S. dollars so purchased are less than the sum originally due to such Underwriter hereunder, the Company and the Selling Shareholder agree, as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter against such loss. If the U.S. dollars so purchased are greater than the sum originally due to such Underwriter hereunder, such Underwriter agrees to pay to the Company and the Selling Shareholder (but without duplication) an amount equal to the excess of the United States dollars so purchased over the sum originally due to such Underwriter hereunder. The foregoing indemnities shall constitute a separate and independent obligation of the Underwriters, on the one hand, and the Company and the Selling Shareholder, on the other hand, and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid.

SECTION 19. Certain Agreements of the Underwriters . Each Underwriter, severally and not jointly, hereby represents and warrants to, and agrees with, the Company as follows:

(a) It has not used, authorized use of, referred to or participated in the planning for use of, and will not use, authorize use of, refer to or participate in the planning for use of, any "free writing prospectus," as defined in Rule 405 (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) any Issuer Free Writing Prospectus listed on Schedule C-2 hereto or prepared pursuant to Sections 1(a)(iii) or 3(xii) above (including any electronic road show), or (ii) any free writing prospectus prepared by such underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (ii), an " **Underwriter Free Writing Prospectus** ");

(b) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Securities unless such terms have previously been included in a free writing prospectus filed with the Commission; and

(c) It is not subject to any pending proceeding under Section 8A of the 1933 Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the prospectus delivery period required by Section 4(a)(3) of the 1933 Act and Rule 174 of the 1933 Act Regulations).

SECTION 20. TIME . TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 21. Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

SECTION 22. Effect of Headings . The Section headings herein are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company and the Selling Shareholder a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters, the Company and the Selling Shareholder in accordance with its terms.

Very truly yours,

OM ASSET MANAGEMENT PLC

By/s/ Stephen H. Belgrad
Title: Chief Financial Officer

OM GROUP (UK) LIMITED

By /s/Bruce Hemphill
Title: Director

CONFIRMED AND ACCEPTED,
as of the date first above written:

MORGAN STANLEY & CO. LLC

By: /s/ Taylor Wright
Title: Managing Director

SCHEDULE A

The purchase price per share for the Securities to be paid by the Underwriter shall be $15.50.

Name of Underwriter	Number of Securities
Morgan Stanley & Co. LLC……	6,039,630

SCHEDULE B

	Number of Securities to be Sold
OM Group (UK) Limited	6,039,630

SCHEDULE C-1

Pricing Terms

1. The Selling Shareholder is selling 6,039,630 Ordinary Shares.

2. The purchase price per share for the Securities to be paid by the Underwriter shall be $15.50.

3. The initial public offering price per share for the Securities shall be as to each investor, the price paid by such investor.

SCHEDULE C-2

Free Writing Prospectuses

None

SCHEDULE D

List of Persons and Entities Subject to Lock-up

Stephen H. Belgrad
Robert Chersi
Linda T. Gibson
Christopher Hadley
Kyle P. Legg
Aidan J. Riordan
James J. Ritchie
John D. Rogers

Form of Lock-Up from Directors, Officers or Other Shareholders Pursuant to Section 5(m)

[•], 2017

Morgan Stanley & Co. LLC
1585 Broadway
New York New York 10036

Re: Proposed Public Offering by OM Asset Management plc

Dear Sirs:

The undersigned, a shareholder [and an officer and/or director] of OM Asset Management plc, a public limited company formed under the laws of England and Wales (the " **Company** "), understands that Morgan Stanley & Co. LLC proposes to enter into an Underwriting Agreement (the " **Underwriting Agreement** ") with the Company and the Selling Shareholder providing for the public offering (the " **Offering** ") of the Company's ordinary shares, nominal value $0.001 per share (the " **Ordinary Shares** "). In recognition of the benefit that the Offering will confer upon the undersigned as a shareholder [and an officer and/or director] of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 30 calendar days from the date of the Underwriting Agreement (the " **Restricted Period** "), the undersigned will not, without the prior written consent of Morgan Stanley & Co. LLC directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any of the Ordinary Shares or any securities convertible into or exchangeable or exercisable for Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the " **Lock-Up Securities** "), or exercise any right with respect to the registration of any of the Lock-up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed securities the undersigned may purchase in the Offering.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of Morgan Stanley & Co. LLC, provided that (1) Morgan Stanley & Co. LLC receives a signed lock-up agreement for the balance of the Restricted Period from each donee, trustee, distributee, or transferee, as the case may be, (2) any such transfer shall not involve a disposition for value, (3) such transfers are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the Securities Exchange Act of 1934, as amended (the " **1934 Act** ") , and (4) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:

(i) as a *bona fide* gift or gifts or charitable contribution;

(ii) by will or intestacy; or

(iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin); or

(iv) as a distribution to limited partners, shareholders or stockholders of the undersigned; or

(v) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned.

Furthermore, the undersigned may (1) sell Ordinary Shares purchased by the undersigned on the open market following the Offering if and only if (i) such sales are not required to be reported in any public report or filing with the Securities Exchange Commission, or otherwise and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales; (2) establish a trading plan pursuant to Rule 10b5-1 under the 1934 Act for the transfer of Ordinary Shares, provided that (i) such plan does not provide for the transfer of Ordinary Shares during the Restricted Period and (ii) no public report or filing is required or voluntarily made in connection therewith; (3) exercise an option to purchase Ordinary Shares granted under any stock incentive plan or stock purchase plan of the Company, including on a "net" basis, provided that (i) the underlying Ordinary Shares shall continue to be subject to the restrictions on transfer set forth in this letter, (ii) in the event of an exercise on a "net" basis, the Company becomes the owner of the Ordinary Shares surrendered in the net exercise, and (iii) such transfers are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the 1934 Act; and (4) transfer, sell, tender or otherwise dispose of Ordinary Shares to a bona fide third party pursuant to a tender offer for all or substantially all outstanding shares of the Company or any merger, consolidation or other business combination involving a Change of Control of the Company occurring after the settlement of the Offering (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Ordinary Shares in connection with any such transaction, or vote any Ordinary Shares in favor of any such transaction); provided that all Ordinary Shares subject to this lock-up agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this lock-up agreement; and provided, further, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Ordinary Shares subject to this lock-up agreement shall remain subject to the restrictions herein. For the purposes of this paragraph, "Change of Control" means the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction, the result of which is that any "person" (as defined in Section 13(d)(3) of the 1934 Act), or group of persons, other than the Company or its subsidiaries, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the 1934 Act) of more than 50% of the total voting power of the voting stock of the Company. [Notwithstanding the foregoing, the undersigned may sell up to $2,500,000 of Ordinary Shares during the Restricted Period.]

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

This lock-up agreement shall automatically terminate, and the undersigned shall be released from its obligations hereunder, upon the earliest to occur, if any, of (i) either the Representatives, on the one hand, or the Company, on the other hand, has advised the other(s) in writing prior to the execution of the Underwriting Agreement that it has determined not to proceed with such Offering, (ii) the Company files an application to withdraw the registration statement related to such Offering, (iii) the Underwriting Agreement is executed but is terminated prior to the closing of the Offering (other than the provisions thereof which survive termination) and prior to payment for and delivery of the Ordinary Shares to be sold thereunder,

or (iv) November 17, 2017 in the event that the Underwriting Agreement has not been executed by such date.

Very truly yours,

Signature: __

Print Name:

FORM OF CFO CERTIFICATE
TO BE DELIVERED PURSUANT TO SECTION 5(n)

OM ASSET MANAGEMENT PLC

Chief Financial Officer's Certificate

November 15, 2017

I, Stephen H. Belgrad, Chief Financial Officer of OM Asset Management plc, a public limited company under the laws of England and Wales (the " Company "), pursuant to Section 5(n) of the Underwriting Agreement, dated November [14], 2017, among the Company, the Selling Shareholder and the Representatives of the several Underwriters named therein (the " Underwriting Agreement "), hereby certify that (capitalized terms used herein, but not otherwise defined herein, have the same respective meanings in this certificate as in the Underwriting Agreement):

1. I am providing this certificate in connection with the sale by the Selling Shareholder of the Ordinary Shares pursuant to the terms and conditions of the Underwriting Agreement, as described in the preliminary prospectus relating to the Ordinary Shares, dated November [14], 2017, and filed with the Commission on November [14], 2017 (the " Preliminary Prospectus ").

2. I am the principal financial and accounting officer of the Company. I have responsibility for financial and accounting matters of the Company and am familiar with the accounting, operations and records systems of the Company.

3. In connection with the preparation of the Preliminary Prospectus, I have reviewed the circled items included or incorporated by reference in the Preliminary Prospectus attached as Exhibit A hereto (the " Information ") and have compared such information to the Company's books and records, and found such items to be in agreement in all material respects. In addition, to the best of my knowledge, the Information is true and correct in all material respects.

4. I have read the unaudited pro forma financial information for the years ended December 31, 2016 and 2015 (together " the Pro Forma Financial Information "), incorporated by reference in the Registration Statement. The Pro Forma Financial Information present fairly the information shown therein, have been prepared in accordance with Commission's rules and guidelines with respect to pro forma financial information and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

This certificate is to assist the Underwriters named in Schedule A to the Underwriting Agreement in conducting and documenting their investigation of the affairs of the Company in connection with the offering of the Ordinary Shares covered by the Underwriting Agreement .

[*Signature page to follow*]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the first date written above.

OM ASSET MANAGEMENT PLC

By_____
Name: Stephen H. Belgrad
Title: Chief Financial Officer

Exhibit 5.1

Morgan Lewis

17 November 2017

OM Asset Management Plc
Ground Floor, Millennium Bridge House
2 Lambeth Hill
London
EC4V 4GG

Dear Sirs

Re: Registration Statement on Form S-3

1. **Introduction**

1.1 We have acted as English legal advisers to OM Asset Management plc, a public limited liability company incorporated under the laws of England (the " **Company** "), in connection with the sale by OM Group (UK) Limited, a private company with limited liability incorporated under the laws of England and Wales (the " **Selling Shareholder** ") of 6,039,630 ordinary shares, nominal value $0.001 per share, of the Company (the " **Shares** "), pursuant to the Underwriting Agreement, dated 15 November 2017 (the " **Underwriting Agreement** "), by and among the Company, the several underwriters named in Schedule A thereto (the " **Underwriters** "), and the Selling Shareholder.

2. **Documents Examined and Searches conducted**

2.1 For the purpose of giving this opinion, we have examined the following documents and records, and made the following searches and enquiries, in addition to such other documents, records, searches and enquiries that we deem appropriate:

(a) a pdf copy of the signed Underwriting Agreement;

(b) a pdf copy of the Registration Statement on Form S-3 (Registration No. 333-207781), initially filed with the Securities and Exchange Commission (the " **Commission** ") on 4 November 2015;

(c) a copy of the Prospectus, as defined in the Underwriting Agreement;

(d) a signed certificate of the Company dated 17 November 2017, having annexed

Morgan, Lewis & Bockius uk llp

Condor House
5-10 St. Paul's Churchyard
London EC4M 8AL +44.20.3201.5000
United Kingdom +44.20.3201.5001

thereto:

(i) a copy of the Articles of Association of the Company, as adopted on 1 May 2015 (the " **Articles** ");

(ii) a copy of the resolutions of the board of directors of the Company dated 29 September 2014, 3 February 2015 and 24 February 2015 in connection with, inter alia, the Company's authority to allot the Shares, the disapplication of pre-emption rights in relation to the issuance of the Shares, the issuance of the Shares and the adoption of the Articles;

(iii) a copy of the resolutions of the board of directors of the Company dated 14 November 2017 in connection with, inter alia, the approval of the Underwriting Agreement; and

(iv) a copy of the resolutions of the pricing committee of the board of directors of the Company dated 15 November 2017 in connection with, inter alia, the pricing of the Shares,

(e) the results of our online company search at 9:50 am (London time) on 17 November 2017 of the database at Companies House in respect of the Company to check its Memorandum, Articles of Association, and charges register and to check for any insolvency filings (the " **Company Search** "); and

(f) the results of our searches at 10:38 am (London time) on 17 November 2017 of the records at the Companies Court, Royal Courts of Justice, Rolls Building, London to check (A) whether any winding-up petitions have been presented or winding up orders have been made against the Company in England and Wales, and (B) for any (i) notices of intention to appoint an administrator, (ii) notices of appointment of administrator, (iii) administration orders, and (iv) applications for the making of an administration order filed in London in respect of the Company (noting that in the case of companies in administration, only administrations in the Companies Court, Royal Courts of Justice, Rolls Building, London will be revealed), and (2) at 10:00 am (London time) on 17 November 2017 of an online search of the London Gazette for any insolvency notices in respect of the Company (the " **Winding up Search** ").

2.2 The documents, records and searches referred to above are the only documents and records we have examined and the only searches we have carried out for the purposes of this opinion. These searches do not necessarily reveal the up-to-date position.

3. Scope

3.1 This opinion is limited to English law as applied by the English courts and is given on the basis that:

(a) The opinion will be governed by and construed in accordance with English law.

(b) The addressee has made its own independent decision to file the Registration Statement based on its own judgement.

3.2 We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change of law or fact that may occur after the date of this letter that may affect the opinion expressed herein.

3.3 The opinion given in this letter is strictly limited to the matters stated in paragraph 5 and does not extend to, and is not to be read as extended by implication to, any other matters. We express no opinion as to matters of fact.

4. Assumptions

In giving this opinion we have assumed:

4.1 the genuineness of all signatures, stamps and seals on, and the authenticity of, all documents submitted to or examined by us (whether as originals or copies and whether in electronic form or otherwise);

4.2 that all copy documents submitted to us are complete and conform to the originals;

4.3 that the information revealed by the Company Search and the Winding Up Search was and remains complete, accurate and up to date in all respects as at the date of this letter (such searches do not necessarily reveal the up-to-date position); and

4.4 that the term "non-assessable", which has no recognised meaning in English law, for the purposes of this letter means that under the Companies Act 2006 (as amended), the articles of association of the Company and any resolution taken under the articles of association of the Company approving the issuance of the Shares, no holder of such Shares is liable, solely because of such holder's status as a holder of such Shares, for additional assessments or calls for further funds by the Company.

5. Opinion

Based upon the foregoing and subject to any matters not disclosed to us and to the assumptions and qualifications set out in this letter, we are of the opinion that the Shares are duly authorised, validly issued, fully paid and non-assessable.

6. Qualifications

The opinion given in this letter is subject to the qualifications and reservations set out below.

6.1 The Company Search is not capable of revealing conclusively whether or not:

(a) a winding-up order has been made or a resolution passed for the winding up of the Company;

(b) an administration order has been made;

(c) a receiver, administrative receiver, administrator or liquidator has been appointed; or

(d) a court order has been made under the Cross Border Insolvency Regulations 2006,

since notice of these matters may not be filed with the Registrar of Companies immediately and, when filed, there may be a delay in the relevant notice appearing on the file of the company concerned.

In addition, the Company Search is not capable of revealing, prior to the making of the relevant order or the appointment of an administrator otherwise taking effect, whether or not a winding-up petition or an application for an administration order has been presented, or whether or not any documents for the appointment of, or notice of intention to appoint, an administrator under paragraphs 14 or 22 of Schedule B1 to the Insolvency Act 1986 has been filed with the court.

6.2 The Winding up Search relates only to the presentation of (i) a petition for the making of a winding-up order or the making of a winding up order by a court, (ii) an application to the High Court of Justice in London for the making of an administration order and the making by such court of an administration order, and (iii) a notice of intention to appoint an administrator or a notice of appointment of an administrator filed at the High Court of Justice in London. It is not capable of revealing conclusively whether or not such a winding-up petition, application for an administration order, notice of intention or notice of appointment has been presented or winding-up or administration order granted, because:

(a) details of a winding-up petition or application for an administration order may not have been entered on the records of the Central Index of Winding Up Petitions immediately;

(b) in the case of an application for the making of an administration order and such order and the presentation of a notice of intention to appoint or notice of appointment, if such application is made to, order made by or notice filed with, a court other than the High Court of Justice in London, no record of such application, order or notice will be kept by the Central Index of Winding Up Petitions;

(c) a winding-up order or administration order may be made before the relevant petition or application has been entered on the records of the Central Index of Winding Up Petitions, and the making of such order may not have been entered on the records immediately;

(d) details of a notice of intention to appoint an administrator or a notice of appointment of an administrator under paragraphs 14 and 22 of Schedule B1 of the Insolvency Act 1986 may not be entered on the records immediately (or, in the case of a notice of intention to appoint, at all); and

(e) with regard to winding-up petitions, the Central Index of Winding Up Petitions may not have records of winding-up petitions issued prior to 1994.

7. Consent to Filing

We hereby consent to your filing this opinion as an exhibit to the 462(b) Registration Statement and to the use of our name therein and in the related prospectus under the caption "Legal matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Yours faithfully

MORGAN LEWIS & BOCKIUS UK LLP

Exhibit 10.1

REDEMPTION AGREEMENT

by and among

OMAM (HFL) INC.,
a Delaware corporation,

HEITMAN LLC,
a Delaware limited liability company,

and, for the limited purposes set forth herein,

OMAM INC.,
a Delaware corporation

November 17, 2017

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Schedule 7.06 Seller OM Equity Subsidiaries

EXHIBITS

Exhibit A Assignment and Assumption of Interest Agreement

REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (this " Agreement ") is dated as of November 17, 2017 by and among OMAM (HFL) INC., a Delaware corporation (" Seller "), HEITMAN LLC, a Delaware limited liability company (" Company "), and, for the limited purposes set forth herein, OMAM Inc., a Delaware corporation (" Seller's Parent ").

RECITALS

WHEREAS, Company is a holding company whose subsidiaries provide, among other things, investment advisory and portfolio management services in the real estate industry;

WHEREAS, Seller is the sole Class B member and the manager of Company (all such Class B membership interest, " Seller's Company Interest ");

WHEREAS, Seller's Parent is the sole shareholder of Seller;

WHEREAS, KE I LLC, a Delaware limited liability company (" Other Member "), is the sole Class A member of Company; and

WHEREAS, upon the terms and subject to conditions set forth herein, Seller desires to sell, transfer, convey, assign and deliver to Company, and Company desires to repurchase, redeem and accept from Seller, all of the Seller's Company Interest (the " Redemption ");

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants and agreements contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Article I.

DEFINITIONS

Section 1.01 Defined Terms . As used herein, the following capitalized terms shall have the following meanings:

" Affiliate " means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person; provided, however, that for purposes of this Agreement Seller and its Affiliates (other than the Company and its controlled Affiliates) shall not be deemed to be "Affiliates" of Company, and Company and its controlled Affiliates shall not be deemed to be "Affiliates" of Seller or Seller's Parent. The term "control" as used herein (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the ability (a) to vote twenty-five percent (25%) or more of the outstanding voting securities of or voting interests in a Person or (b) otherwise to direct the management policies of such Person, by contract or otherwise.

" Agreement " has the meaning set forth in the preamble hereto.

" Ancillary Documents " means the agreements, certificates, documents or other instruments executed by one or more of the Seller and Company and delivered pursuant to this Agreement.

" Applicable Indirect Shareholders " means OM Asset Management plc and its direct and indirect subsidiaries that are direct or indirect shareholders of Seller's Parent.

" Breaching Party " has the meaning set forth in Section 10.06 .

" Business Day " means any day other than a Saturday, Sunday or a holiday on which national banking associations in Chicago, Illinois or Boston, Massachusetts are closed or are authorized or required to close.

" Charter Documents " means, (a) with respect to any Person that is a corporation, the certificate of incorporation and bylaws of such Person, (b) with respect to any Person that is a limited liability company, the certificate of formation and operating or limited liability company agreement of such Person, and (c) with respect to any Person that is a partnership, the certificate of partnership and partnership agreement of such Person.

" Client " means, with respect to any Affiliate of Company, any client of such Person (including any commingled fund sponsored by such Affiliate).

" Closing " has the meaning set forth in Section 3.01 .

" Closing Date " has the meaning set forth in Section 3.01(a) .

" Closing Payment " has the meaning set forth in Section 2.02(a)(i) .

" Code " means the United States Internal Revenue Code of 1986 and the regulations issued thereunder, as amended.

" Company " has the meaning set forth in the preamble hereto.

" Company Indemnified Parties " has the meaning set forth in Section 3.01(b) .

" Company Management Agreement " means the Second Amended and Restated Management Agreement by and among Company, Seller, Seller's Parent and Principal, dated as of December 26, 2013, as the same may be modified by the Letter of Understanding.

" Company Operating Agreement " means the Third Amended and Restated Limited Liability Company Operating Agreement of Company by and between Seller and Other Member, dated as of July 1, 2001, as amended by that certain first amendment thereto dated as of March 18, 2003, that certain second amendment thereto dated as of July 15, 2010, that certain third amendment thereto dated as of April 15, 2013, that certain fourth amendment thereto dated as of May 2, 2013, that certain fifth amendment thereto dated as of April 2014 and effective as of December 26, 2013 and that certain sixth amendment thereto dated as of June 15, 2016 and effective as of December 26, 2013, as the same may be modified by the Company Management Agreement or the Letter of Understanding. For the avoidance of doubt, all references to the "Company Operating Agreement"

shall mean the "Company Operating Agreement" as in effect on the date hereof and as amended by the Side Agreement but without giving effect to any other amendment, supplement, modification or restatement thereof.

" Company Released Parties " has the meaning set forth in Section 7.09(a) .

" Company Releasor " has the meaning set forth in Section 7.09(b) .

" Comparable Seller Proceeds " means an amount equal to the Seller Enterprise Value multiplied by the Sale Participation Percentage.

" Competitor " means a real estate investment management firm, which includes any investment management firm for which ten percent (10%) or more of its assets under management consist of real estate; provided that in no event shall Landmark Partners LLC or any other similarly situated investment manager (*i.e.* , an investment manager, the primary business of which is making secondary investments) be deemed a "Competitor".

" Consent " means any approval, consent, ratification, notice, waiver or other authorization.

" Contract " means any contract, agreement, lease, license, commitment, understanding, franchise, warranty, guaranty, indenture, mortgage, note, bond, or other instrument or consensual obligation that is legally binding.

" Debt Financing " has the meaning set forth in Section 8.02(d) .

" Debt Financing Documentation Date " means the date on which Company certifies in writing to Seller that Company and a lender determined by Company in its sole discretion have agreed upon definitive documentation, subject to non material changes necessary, proper or desirable in connection with the execution of agreements, certificates, documents or other instruments ancillary to such definitive documentation, whereby such lender agrees, subject to commercially reasonable conditions, to provide the Debt Financing.

" Distributable Profits " means, for a particular period, an amount equal to the aggregate amount of (a) all Operating Income, *plus* (b) all other distributions to which Seller and Other Member are entitled under the Company Operating Agreement, in each case of clauses (a) and (b) , with respect to such particular period as determined consistently with past practices of the Parties pursuant to the Second Amended and Restated Distributions and Allocations Exhibit to the Company Operating Agreement. For the avoidance of doubt, the Parties acknowledge that Distributable Profits shall not include any adjustments in case of a failure of Seller's Parent or another OM Group Entity (as defined in the Letter of Understanding) to commit capital under section 5 of the Letter of Understanding.

" Exempted Transferee " means a (a) member (as of the date hereof), employee, officer or manager of Company, Other Member or any of their respective subsidiaries, or any spouse, former spouse, ancestor, sibling, sibling's lineal descendant, sibling's spouse, lineal descendant or lineal descendant's spouse of any of the aforementioned individuals, or trust or estate planning entity

established exclusively for the benefit of any or several of them, or, upon the death of any of them, any heir, executor, administrator, testamentary trustee, legatee or beneficiary of such deceased individual, or (b) a controlled Affiliate of Company or Other Member.

" Governmental Entity " means any governmental or quasi-governmental authority, agency, commission, self-regulatory organization, board or public authority.

" HFL Directors and Officers " means Principal, Lawrence Christensen, Anthony Stamato, Tom Turpin, Stuart Katz and Roger E. Smith.

" Independent Consideration " has the meaning set forth in Section 2.02(a)(iii) .

" Independent Expert " has the meaning set forth in Section 3.01(b) .

" Investment Advisers Act " means the Investment Advisers Act of 1940, as amended.

" Investment Company Act " means the Investment Company Act of 1940, as amended.

" Judgment " means any order, injunction, judgment, decree, consent decree, settlement agreement, ruling, writ, assessment, stipulation, determination, verdict, decisions or award of any Governmental Entity or arbitrator of competent jurisdiction, in each case whether preliminary or final.

" Law " means any federal, national, foreign, supranational, state, provincial, local or similar law, statute, treaty, rule, regulation, ordinance, code, Judgment, rule of law (including common law), or requirement enacted, promulgated or imposed by any Governmental Entity.

" Letter of Understanding " means the Letter of Understanding by and among Company, Seller, Seller's Parent, Other Member and Principal, dated as of December 26, 2013, as amended by those certain first, second and third amendments thereto each dated as of December 26, 2013.

" Lien " means any lien, encumbrance, security interest, mortgage, deed of trust, pledge, hypothecation, security, option, right of first refusal, restrictive covenant, condition or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement.

" Net Proceeds " means the aggregate cash proceeds *plus* the fair market value of any non-cash consideration (including any proportionate assumption (direct or indirect) of net corporate debt (i.e. debt less cash) of the Company and taking into account the Qualifying Transaction) received by the Company, Other Member or any Affiliate of Other Member in a Qualifying Transaction upon the closing thereof *plus* the value of any contingent consideration payable in such Qualifying Transaction, net of any out-of-pocket transaction costs and expenses incurred in connection therewith; provided that, for purposes of clarity, the calculation of Net Proceeds shall not include deductions to cash proceeds for any severance, change of control payments, stay bonuses, retention bonuses, transaction bonuses or other similar payments or bonuses that become payable to the

members of Other Member or their respective Affiliates in connection with such Qualifying Transaction. For the avoidance of doubt, it is the intention of the parties to calculate Net Proceeds in a manner that reflects a Qualifying Transaction with respect to an unlevered Company without excess cash in a manner consistent with the transaction contemplated in this Agreement.

" Non-Breaching Party " has the meaning set forth in Section 10.06 .

" OM Loan Matters " means any Contract relating to, and any claims, demands, liabilities, defenses, affirmative defenses, set-offs, counterclaims, actions and causes of action that any Person may have relating to, loans or other borrowings by a Company Released Party, as borrower, and any Seller Releasor, as lender.

" Omnibus Letter Agreements " means that certain letter agreement dated as of June 30, 2011, executed by, among others, Seller's Parent and certain Affiliates of Seller's Parent and Other Member, as amended by: (A) that certain letter agreement dated September 30, 2011, executed by, among others, Seller's Parent and certain Affiliates of Seller's Parent and Other Member and (B) that certain letter agreement dated as of February 1, 2016, executed by, among others, Seller's Parent and certain Affiliates of Seller's Parent and Other Member.

" Operating Income " has the meaning set forth in the Company Operating Agreement.

" Other Member " has the meaning set forth in the recitals hereto.

" Outside Date " means the date that is six (6) months after the date hereof.

" Parties " means Seller, Seller's Parent and Company.

" Permit " means any permit, franchise, license, approval, agreement, waiver or other authorization required or granted by any Governmental Entity.

" Person " means any individual, corporation, sole proprietorship, partnership, limited liability company, firm, association, trust, joint venture, unincorporated organization, or other entity or organization, including a Governmental Entity.

" Pre-Closing Date Distribution " means an amount equal to the Seller's share of Distributable Profits for the period beginning on the Debt Financing Documentation Date and ending on the calendar day immediately prior to the Closing Date, as determined in accordance with the terms and subject to the conditions of the Company Operating Agreement.

" Pre-Debt Financing Documentation Date Distributable Profits " means the Distributable Profits for the period beginning on January 1, 2017 and ending on the calendar day immediately prior to the Debt Financing Documentation Date.

" Pre-Debt Financing Documentation Date Distribution " means an amount equal to the Seller's share of the Pre-Debt Financing Documentation Date Distributable Profits, as determined in accordance with the terms and subject to the conditions of the Company Operating Agreement.

" Principal " means Maury R. Tognarelli.

" Purchase Price " has the meaning set forth in Section 2.02(a) .

" Qualifying Transaction " has the meaning set forth in Section 7.06(a) .

" Qualifying Transaction Statement " has the meaning set forth in Section 7.06(a) .

" Redemption " has the meaning set forth in the recitals hereto.

" Remaining Balance " means the amount equal to the Purchase Price *minus* the Closing Payment, which amount shall be decreased from time to time by an amount equal to any payments made by or on behalf of Company to Seller under Section 2.02(a)(ii) and/or Section 2.02(c) (for the avoidance of doubt, irrespective of whether such payment is made in immediately available funds or by way of set off).

" Sale Participation Amount " means, with respect to a Qualifying Transaction, the excess (if any) of the Net Proceeds *minus* the Comparable Seller Proceeds; provided , however , if a Qualifying Transaction reflects a Sale Participation Percentage greater than the Seller's Pre-Closing Ownership Percentage, the Net Proceeds used to calculate the Sale Participation Amount shall be reduced proportionately to reflect a Sale Participation Percentage equal to the Seller's Pre-Closing Ownership Percentage.

" Sale Participation Payment " has the meaning set forth in Section 7.06(a) .

" Sale Participation Percentage " means the percentage of membership interests in the Company (or percentage of the Company's assets) transferred to a third party in a Qualifying Transaction (determined in a manner consistent with the determination of the Seller's Pre-Closing Ownership Percentage).

" Sale Participation Period " means the period commencing on the Debt Financing Documentation Date and ending on the earlier of (i) the second anniversary of the Debt Financing Documentation Date and (ii) the date on which Qualifying Transactions have occurred that reflect an aggregate Sale Participation Percentage equal to or in excess of the Seller's Pre-Closing Ownership Percentage. For example, if the Debt Financing Documentation Date is October 31, 2017 and the Seller's Pre-Closing Ownership percentage is thirty percent (30%), the Sale Participation Period will terminate on the earlier of October 31, 2019 and the date on which the Company has completed one or more Qualifying Transactions resulting in the transfer of at least thirty percent (30%) of the equity interests in the Company to one or more Persons who are not Exempted Transferees.

" Section 8 Rights " has the meaning set forth in Section 7.01(d) .

" Securities Act " means the Securities Act of 1933, as amended.

" Seller " has the meaning set forth in the preamble hereto.

" Seller Enterprise Value " means an amount equal to (i) the Purchase Price divided by (ii) the Seller's Pre-Closing Ownership Percentage (expressed as a fraction).

" Seller Extension Notice " has the meaning set forth in Section 3.01(b) .

" Seller's Pre-Closing Ownership Percentage " means the percentage of the Company determined by dividing the Pre-Debt Financing Documentation Date Distribution by the Pre-Debt Financing Documentation Date Distributable Profits.

" Seller Parties " means Seller and Seller's Parent.

" Seller Released Parties " has the meaning set forth in Section 7.09(b) .

" Seller Releasor " has the meaning set forth in Section 7.09(a) .

" Seller OM Equity Subsidiaries " has the meaning set forth in Section 7.07 .

" Seller's Parent " has the meaning set forth in the preamble hereto.

" Seller's Company Interest " has the meaning set forth in the recitals hereto.

" Side Agreement " means the Side Agreement dated as of the date hereof by and between Other Member, Company, Seller, Seller's Parent and Principal.

" Specified Closing Date " means December 29, 2017; provided that the Specified Closing Date shall be January 2, 2018 (or such later date in the year 2018 as may be mutually agreed to by Seller and Company) if Seller gives a Seller Extension Notice in accordance with Section 3.01(b) or Company gives a notice to the Seller in accordance with Section 3.01(c) .

" Taxes " means all federal, state, local and foreign taxes, fees, levies, duties, tariffs, imposts, assessments and other charges of any kind (together with all interest, penalties, additions to tax and additional amounts imposed with respect thereto and any interest in respect of such penalties, additions and additional amounts) imposed by any Governmental Authority, including taxes or other charges on or with respect to income, gain, franchises, windfall or other profits, gross receipts, transfer, property, sales, use, capital stock, excise, escheat, unclaimed property, payroll, employment, unemployment, social security, workers' compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs' duties, tariffs and similar charges (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto and any interest in respect of such penalties, additions and additional amounts).

" Transfer Taxes " has the meaning set forth in Section 2.02(e) .

Article II.
SALE AND REDEMPTION

Section 2.01 Sale and Redemption of Seller's Company Interest . Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Company, and Company shall repurchase, redeem and accept from Seller, all of Seller's Company Interest, free and clear of all Liens (other than Liens arising under the Company Operating Agreement, the Company Management Agreement, the Letter of Understanding or the securities laws of any jurisdiction), in consideration for the Purchase Price.

Section 2.02 Purchase Price; Payments; Set Off Right; Withholding; Transfer Taxes .

(a) The aggregate cash consideration for the sale of Seller's Company Interest from Seller to Company shall be one hundred and ten million dollars ($110,000,000) (the " Purchase Price "). The Purchase Price shall be payable as follows:

(i) At the Closing, Company shall pay to Seller, or any Person or Persons that Seller designates by written notice to Company at the latest two (2) Business Days prior to the Closing, (x) the sum of (i) one hundred million dollars ($100,000,000) plus (ii) up to an additional ten million dollars ($10,000,000) that the Company, in its discretion, may elect to pay to Seller by providing written notice to Seller at the latest two (2) Business Days prior to the Closing, minus (y) an amount equal to the amount, if any, that Seller or Seller's Parent must pay to any Company Indemnified Party under Section 3.01(b) and with respect to which Company has exercised its set off right under Section 2.02(c) by providing written notice to Seller at the latest two (2) Business Days prior to the Closing (such amount, the " Closing Payment ").

(ii) Company shall pay to Seller, in one or several installments, at Company's own discretion, the Remaining Balance at any time after the Closing; provided that Company shall pay to Seller (x) the Pre-Closing Date Distribution, if any, on the date(s) on which the Pre-Closing Date Distribution is otherwise distributable under the Company Operating Agreement, but only up to the amount of the then outstanding Remaining Balance (subject to the last sentence of Section 7.05), and (y) an amount equal to the Operating Income for the periods on and subsequent to the Closing Date that would have been distributable to Seller but for the consummation of the transactions contemplated by this Agreement (including the Debt Financing) on the date(s) on which such amounts would have otherwise been distributable to the members of the Company pursuant to past practice, but only up to the amount of the then outstanding Remaining Balance; and provided , further , that the then outstanding Remaining Balance shall be paid in full by Company no later than the date on which Company's Operating Income for 2018 is distributable to its members pursuant to past practice. All such payments made to Seller pursuant to this clause (ii) shall be applied towards the Remaining Balance owed by Company to Seller hereunder.

(iii) A portion of the Purchase Price in the amount of one hundred dollars ($100) (" Independent Consideration ") has been bargained for as consideration independent of any other consideration provided hereunder, which Independent Consideration is fully

earned by Seller and is non-refundable under any circumstances, but shall be applicable towards the Purchase Price.

In addition to the Purchase Price, Company shall distribute the Pre-Debt Financing Documentation Date Distribution to Seller in the ordinary course, it being understood that such amount shall not reduce the Purchase Price or Remaining Balance payable hereunder.

(b) Subject to Section 2.02(c) with respect to the payment of the Purchase Price, all payments under this Agreement shall be made by wire transfer of immediately available funds to one or more accounts specified in writing by the receiving Party at least two (2) Business Days prior to the date such payment is due.

(c) If Seller or Seller's Parent must pay any amounts to any Company Indemnified Party under Section 3.01(b) , Company shall be entitled to set off any such amounts against the Purchase Price. Company shall exercise its set off right under this Section 2.02(c) , if at all, by giving one or several written notices to Seller specifying the amount of its additional Tax liabilities, as determined pursuant to clauses (i) and (ii) of Section 3.01(b) , and the amount of the Purchase Price and/or Remaining Balance after such set off.

(d) Notwithstanding any provision in this Agreement to the contrary, Company shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amount as Company is required to deduct and withhold with respect to the making of such payment under the Code or any applicable Law, provided that Company shall give written notice to Seller of any actual withholding from payment made pursuant to this Section 2.02(d) as soon as practicable. To the extent that amounts are so deducted or withheld, (i) such amounts shall be timely paid over to the applicable Governmental Entity, (ii) for all purposes of this Agreement, such amounts shall be treated as having been paid to Seller in respect of which such deduction and withholding was made, and (iii) Company shall provide Seller with documents reasonably satisfactory to Seller evidencing that such amounts have been paid over to the applicable Governmental Entity.

(e) The cost of all sales, use, transfer, value added, recording, registration, stamp, stamp duty, stock transfer, gross receipts, and real, personal, intangible property transfer or similar Taxes, charges, duties and fees and all formalities and recording costs (together with any and all interest, penalties, additions to Tax and additional amounts imposed with respect thereto) arising out of the transfer of Seller's Company Interest pursuant to this Agreement (" Transfer Taxes ") shall be paid by Company. The tax returns relating to such Transfer Taxes shall be timely prepared and filed by the Party legally obligated to make such filing. The Parties agree to cooperate with each other in connection with the preparation and filing of such Tax returns, in obtaining all available exemptions from such Transfer Taxes, and in timely providing each other with any applicable documents necessary to satisfy any such exemptions.

Article III.
CLOSING

Section 3.01 The Closing .

(a) The closing of the transactions contemplated by this Agreement (the " Closing ") shall take place at 10:00 a.m., Central Time, at the offices of Mayer Brown LLP, 71 South Wacker Drive, Chicago, Illinois 60606, or at such other place and time as may be mutually agreed to by the Parties, on (subject to Section 3.01(b) and Section 3.01(c)) (i) the Specified Closing Date, provided that all of the conditions set forth in Article VIII are then satisfied or have been waived by the appropriate Party (other than those conditions that, by their terms, cannot be satisfied until the Closing but subject to their satisfaction or waiver at the Closing, including the funding of the Debt Financing), (ii) if the Closing does not occur on the Specified Closing Date because the conditions set forth in Article VIII are not then satisfied or waived, on the date after the Specified Closing Date that is two (2) Business Days following the satisfaction or waiver by the appropriate Party of all of the conditions set forth in Article VIII (other than those conditions that, by their terms, cannot be satisfied until the Closing but subject to their satisfaction or waiver at the Closing, including the funding of the Debt Financing), or (iii) such other date as may be mutually agreed to by Seller and Company (the " Closing Date ").

(b) If (i) Company gives notice to the Seller no later than December 10, 2017 that Company expects to satisfy all the conditions applicable to the Company set forth in Article VIII prior to January 1, 2018 and (ii) Seller gives written notice (the " Seller Extension Notice ") to Company no later than December 15, 2017, the Specified Closing Date shall be January 2, 2018 or such later date in the year 2018 as may be mutually agreed to by Seller and Company and, if (x) Company satisfies all the conditions applicable to the Company set forth in Article VIII and (y) it is determined by the Company that any of the Company, any of its subsidiaries, Other Member or any of Other Member's members (collectively, the " Company Indemnified Parties ") will bear additional Tax liability (a " Company Loss Determination ") arising out of, relating to or resulting from such postponement of the date of the Closing, Seller and Seller's Parent shall indemnify the Company Indemnified Parties for, and hold them harmless against, any such additional Tax liabilities suffered or incurred by any of them to the extent arising out of, relating to or resulting from the postponement of the date of the Closing as set forth in this Section 3.01(b) (inclusive of all Taxes payable on the payments made pursuant to this Section 3.01(b) in a manner such that reimbursement is effectuated on an after tax basis with respect to the Company Indemnified Parties), provided that Company shall use commercially reasonable efforts to provide written notice to Seller if it expects that any Company Indemnified Party will suffer any such additional Tax liabilities promptly upon receiving such Seller Extension Notice from Seller and, if it does so, Seller shall have five (5) Business Days to withdraw the Seller Extension Notice in which case it shall have no force or effect and the Specified Closing Date shall remain December 29, 2017. The right of any Company Indemnified Party to seek indemnification pursuant to this Section 3.01(b) shall expire on the third anniversary of the Closing Date. Notwithstanding the foregoing, if the Seller or Seller's Parent disagrees with any Company Loss Determination and is unable to resolve such disagreement with the Company during the sixty (60) day period after receiving a Company Loss Determination, Seller or Seller's Parent and Company may jointly refer their disagreement to PricewaterhouseCoopers

LLP or such other person as mutually agreed by the Parties (the " Independent Expert ") for consultation and mediation of such disagreement; provided , that no Party shall be bound by any decision of the Independent Expert. If the Parties mutually agree to refer a disagreement to the Independent Expert, the costs and expenses thereof shall be borne equally by the Parties.

(c) If the Company or Other Member gives written notice to Seller no later than December 15, 2017, the Specified Closing Date shall be January 2, 2018 or such later date in the year 2018 as may be mutually agreed to by Seller and Company.

(d) The Closing, and the transactions taking place at the Closing, shall be deemed to occur and shall be effective at and as of 12:01 a.m., Central Time, on the Closing Date, and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been executed and delivered simultaneously, and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

Section 3.02 Closing Obligations .

(a) At the Closing, Seller shall deliver to Company:

(i) an executed assignment and assumption of interest agreement in the form of Exhibit A ;

(ii) a certificate executed by a duly authorized officer of Seller certifying (A) the matters set forth in Section 8.01(a) and Section 8.01(b) with respect to Seller and Seller's Parent as of the Closing Date and (B) the matters set forth in Section 8.02(a) and Section 8.02(b) ;

(iii) an executed certificate of non-foreign status that complies with U.S. Department of Treasury Regulation §1.1445-2(b)(2) in form and substance satisfactory to Company; and

(iv) such other instruments or documents reasonably deemed necessary by Company to effect the transactions contemplated hereby.

(b) At the Closing, Company shall deliver to Seller:

(i) the amount due and payable in accordance with Section 2.02(a)(i) ;

(ii) a certificate executed by a duly authorized officer of Company certifying (A) the matters set forth in Section 8.01(a) and Section 8.01(b) with respect to Company as of the Closing Date and (B) the matters set forth in Section 8.03(a) and Section 8.03(b) ; and

(iii) such other instruments or documents reasonably deemed necessary by Seller to effect the transactions contemplated hereby.

Article IV.
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Company as follows:

Section 4.01 Organization and Good Standing; Authority and Enforceability .

(a) Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all necessary corporate power and authority to own and operate its properties and carry on its business, to enter into this Agreement and the Ancillary Documents to which it is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

(b) The execution and delivery by Seller of this Agreement and the Ancillary Documents to which it is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Seller, its board of directors and Seller's Parent (including in accordance with section 2(i) of the Company Management Agreement). This Agreement has been, and, upon their execution, the Ancillary Documents to which Seller is a party will have been, duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by the other part(ies) to such agreements) this Agreement constitutes, and, upon their execution, the Ancillary Documents to which Seller is a party will constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or of equity.

Section 4.02 Capitalization; Title to the Seller's Company Interest .

(a) The Seller's Company Interest constitutes all of Seller's and its Affiliates' membership interests of Company and is free and clear of any Lien (other than Liens arising under the Company Operating Agreement, the Company Management Agreement, the Letter of Understanding or the securities laws of any jurisdiction).

(b) Seller is the sole owner of the Seller's Company Interest and will deliver at the Closing the Seller's Company Interest to Company free and clear of all Liens (other than Liens arising under the Company Operating Agreement, the Company Management Agreement, the Letter of Understanding or the securities laws of any jurisdiction).

Section 4.03 Absence of Conflicts . The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents to which it is a party, and the consummation by Seller of the transactions contemplated hereby and thereby, do not and will not (a) violate, conflict with or result in the breach of any provision of the Charter Documents of Seller, (b) except as may be required by the Investment Advisers Act and the Investment Company Act, conflict with or violate (or result in an event that could conflict with or violate) any Law applicable to Seller or any of its assets, properties or businesses or require any Consents or expiration of waiting periods under any

Law or with respect to any Governmental Entity, or (c) except for the Consents and expiration of waiting periods required pursuant to Contracts and other arrangements of Company or its subsidiaries, conflict with, result in any breach of, constitute a default (or event that, with the giving of notice or lapse of time or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Lien on the Seller's Company Interest or any other assets of Seller pursuant to, any Contract or Permit to which Seller is a party, except, in the case of clauses (b) and (c), for any conflict, violation, breach, default, consent or right that would not materially impair the ability of Seller to consummate the transactions contemplated by this Agreement.

Section 4.04 Broker's or Finder's Fees . No agent, broker, investment banker, or other Person acting on behalf of or under the authority of Seller or any of its Affiliates (other than Company and its subsidiaries) is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Company in connection with the transactions contemplated by this Agreement, it being understood that OM Asset Management plc, an Affiliate of the Seller, has engaged Morgan Stanley & Co. LLC in connection with a fairness opinion and will be solely responsible for all of its fees and expenses.

Section 4.05 Independent Investigation; No Other Representations or Warranties . Seller has relied and shall rely solely on its own investigation and, other than the representations and warranties of Company in Article VI, Seller has not relied and shall not rely on any oral or written statements, representations or warranties by Company, Other Member or any of their Affiliates, or any manager, director officer, employee, agent or representative of any of the foregoing, or any information, documents, projections, forecasts or other materials provided or made available to Seller or any of its direct or indirect shareholder, member, partner or other equity owner, or any director, manager, officer, employee, agent or representative of any of the foregoing, in connection with the transactions contemplated by this Agreement. Seller confirms to Company that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks relating to its sale of the Seller's Company Interest, and (b) subject to its rights and remedies under this Agreement, Seller accepts all risk of monetary loss arising from or relating to its execution, delivery and performance of this Agreement and the Ancillary Documents and consummation of the transactions contemplated hereby and thereby. The foregoing is not intended to preclude the right of Seller to recover losses in the event the Company, Other Member or any of their Affiliates is finally determined by a court of competent jurisdiction to have committed actual fraud against Seller with the specific intent to deceive and mislead Seller in the inducement of the transactions contemplated by this Agreement.

Article V.
REPRESENTATIONS AND WARRANTIES OF SELLER'S PARENT

Seller's Parent represents and warrants to Company as follows:

Section 5.01 Organization and Good Standing; Authority and Enforceability .

(a) Seller's Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all necessary corporate power and authority to own and operate its properties and carry on its business, to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby.

(b) The execution and delivery by Seller's Parent of this Agreement, the performance by Seller's Parent of its obligations hereunder, and the consummation by Seller's Parent of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller's Parent, its board of directors and its shareholders. This Agreement has been duly executed and delivered by Seller's Parent, and (assuming due authorization, execution and delivery by the other part(ies) to such agreements) this Agreement constitutes legal, valid and binding obligations of Seller's Parent, enforceable against Seller's Parent in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or of equity.

Section 5.02 Absence of Conflicts . The execution, delivery and performance by Seller's Parent of this Agreement, and the consummation by Seller's Parent of the transactions contemplated hereby, do not and will not (a) violate, conflict with or result in the breach of any provision of the Charter Documents of Seller's Parent, (b) except as may be required by the Investment Advisers Act and the Investment Company Act, conflict with or violate (or result in an event that could conflict with or violate) any Law applicable to Seller's Parent or any of its assets, properties or businesses or require any Consents or expiration of waiting periods under any Law or with respect to any Governmental Entity, or (c) except for the Consents and expiration of waiting periods required pursuant to Contracts and other arrangements of Company or its subsidiaries, conflict with, result in any breach of, constitute a default (or event that, with the giving of notice or lapse of time or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Lien on the assets of Seller's Parent pursuant to, any Contract or Permit to which Seller's Parent is a party, except, in the case of clauses (b) and (c), for any conflict, violation, breach, default, consent or right that would not materially impair the ability of Seller's Parent to consummate the transactions contemplated by this Agreement.

Article VI.
REPRESENTATIONS AND WARRANTIES OF COMPANY

Company represents and warrants to Seller as follows:

Section 6.01 Organization and Good Standing; Authority and Enforceability .

(a) Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all necessary limited liability company power and authority to own and operate its properties and carry on its business, to enter into this Agreement and the Ancillary Documents to which it is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

(b) The execution and delivery by Company of this Agreement and the Ancillary Documents to which it is a party, the performance by Company of its obligations hereunder and thereunder, and the consummation by Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Company, its manager and Other Member. This Agreement has been, and, upon their execution, the Ancillary Documents to which Company is a party will have been, duly executed and delivered by Company, and (assuming due authorization, execution and delivery by the other part(ies) to such agreements) this Agreement constitutes, and, upon their execution, the Ancillary Documents to which Company is a party will constitute, legal, valid and binding obligations of Company, enforceable against Company in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or of equity.

Section 6.02 Absence of Conflicts . The execution, delivery and performance by Company of this Agreement and the Ancillary Documents to which it is a party, and the consummation by Company of the transactions contemplated hereby and thereby, do not and will not (a) violate, conflict with or result in the breach of any provision of the Charter Documents of Company, (b) except as may be required by the Investment Advisers Act and the Investment Company Act, conflict with or violate (or result in an event that could conflict with or violate) any Law applicable to Company or any of its assets, properties or businesses or require any Consents or expiration of waiting periods under any Law or with respect to any Governmental Entity, or (c) except for the Consents and expiration of waiting periods required pursuant to Contracts and other arrangements of Company or its subsidiaries, conflict with, result in any breach of, constitute a default (or event that, with the giving of notice or lapse of time or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Lien on Company's assets pursuant to, any Contract or Permit to which Company is a party, except, in the case of clauses (b) and (c), for any conflict, violation, breach, default, consent or right that would not materially impair the ability of Company to consummate the transactions contemplated by this Agreement.

Section 6.03 Brokers or Finder's Fees . No agent, broker, investment banker, or other Person acting on behalf of or under the authority of Company or any of its Affiliates is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Seller in connection with the transactions contemplated by this Agreement.

Section 6.04 Independent Investigation; No Other Representations or Warranties . Company has relied and shall rely solely on its own investigation and, other than the representations and warranties of Seller in Article IV and Seller's Parent in Article V , Company has not relied and shall not rely on any oral or written statements, representations or warranties by Seller, Seller's Parent or any of their Affiliates, or any manager, director officer, employee, agent or representative of any of the foregoing, or any information, documents, projections, forecasts or other materials provided or made available to Company or any of its direct or indirect member, shareholder, partner or other equity owner, or any director, manager, officer, employee, agent or representative of any of the foregoing, in connection with the transactions contemplated by this Agreement.

Article VII.
COVENANTS

Section 7.01 Interim Operation of Business .

(a) From and after the date hereof until the earlier of the Closing or the termination of this Agreement pursuant to Article IX , except as otherwise consented to in writing by Seller and Company in their sole discretion, as contemplated, permitted or required by this Agreement, or as required by applicable Law, Seller and Seller's Parent (pursuant to its rights under section 2(i) of the Company Management Agreement) and Company shall (i) subject to Section 7.01(b) and Section 7.01(c) , exercise their respective rights under the Company Management Agreement, Letter of Understanding and the Charter Documents of Company in the ordinary course of business consistent with past practice, and (ii) shall use commercially reasonable efforts to conduct the business of Company and its subsidiaries in the ordinary course of business consistent with past practice, and with respect to the business of the Company, within the applicable approved budget, and use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of Company and its subsidiaries and to preserve the rights, franchises, goodwill and relationships of the employees, customers, lenders, suppliers and regulators of, and others having business relationships with, Company or any of its subsidiaries.

(b) Notwithstanding Section 7.01(a) , if Seller has provided a Seller Extension Notice pursuant to Section 3.01(b), then from and after the date on which all of the conditions set forth in Article VIII are then satisfied or have been waived by the appropriate Party (other than those conditions that, by their terms, cannot be satisfied until the Closing) until the Closing Date, and provided that this Agreement is not terminated pursuant to Article IX , Seller hereby irrevocably, knowingly and voluntarily waives:

(i) its right to terminate the employment of a Principal (as defined in the Company Management Agreement) under section 2(b) of the Company Management Agreement; and

(ii) its right to make an Option Exercise (as defined in the Company Management Agreement) or otherwise participate in any purchase transaction under section 6 of the Company Management Agreement.

(c) Notwithstanding Section 7.01(a) , if Seller has provided a Seller Extension Notice pursuant to Section 3.01(b), then from and after the date on which all of the conditions set forth in Article VIII are then satisfied or have been waived by the appropriate Party (other than those conditions that, by their terms, cannot be satisfied until the Closing) until the Closing Date, and provided that this Agreement is not terminated pursuant to Article IX , Seller's Parent hereby irrevocably, knowingly and voluntarily waives:

(i) its approval rights under section 2(c) of the Company Management Agreement, except for its approval rights under section 2(c)(ii), 2(c)(iii) and 2(c)(iv) of the Company Management Agreement; and

(ii) its rights to approve any Replacement Principal (as defined in the Company Management Agreement) or otherwise take any action under section 4(b) of the Company Management Agreement.

(d) Notwithstanding Section 7.01(a) and anything else herein, from and after the Debt Financing Documentation Date until the Closing Date, and provided this Agreement is not terminated pursuant to Article IX, except to the extent otherwise agreed by Company, Seller agrees that Other Member shall automatically succeed to all of the management and voting rights of Seller as contemplated in section 8(i) of the Company Operating Agreement and be permitted to take the actions specified in section 8(ii) of the Company Operating Agreement, in each case subject to the limitations set forth therein (such rights and authority of Other Member described in this Section 7.01(d), the "Section 8 Rights").

Section 7.02 Commercially Reasonable Efforts. Upon the terms and subject to conditions of this Agreement including the last sentence of Section 10.04, each Party will use its commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable to satisfy all conditions set forth in Article VIII in its power to satisfy, and for which it is responsible for the satisfaction of, and to consummate as soon as practicable the transactions contemplated by this Agreement, provided that in no event shall a Party be required to pay more than a *de minimis* amount to any third party in connection with the exercise of such commercially reasonable efforts.

Section 7.03 Publicity. The Parties agree that, from and after the date hereof until the date that is the first (1st) anniversary of the Closing Date, no disclosure or public release or announcement concerning this Agreement, its content and the transactions contemplated hereby shall be made or issued by any Party without the prior written consent of Company (in case of disclosure, release or announcement by a Seller Party) or Seller (in case of disclosure, release or announcement by Company), except as and to the extent (i) subject to the immediately following sentence, required by applicable Law (including applicable disclosure requirements under applicable securities Laws), or (ii) such disclosure, release or announcement is made or issued to one or several Clients (and/or their respective direct and indirect investors, attorneys, consultants and/or other professional advisers and any member of any advisory committee or similar body with respect to such Client) with the purpose of soliciting their Consent in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and the disclosing Party, in its sole discretion, deems such disclosure, release or announcement necessary or appropriate in connection with such solicitation. In addition to the foregoing, the Parties understand and agree that, if required by applicable Law (including if required by applicable disclosure requirements under applicable securities Laws), one or several Parties, or any of their Affiliates, may (x) disclose information concerning the transactions contemplated hereby or (y) issue one or more public releases or announcements concerning the execution of this Agreement or the consummation of the transactions contemplated hereby that, in each case of clauses (x) and (y), its legal counsel advises is required by applicable Law to be disclosed or issued, provided that, with respect to any disclosure or public release or announcement that identifies any Party or any Party's Affiliate, the Party issuing the disclosure, release or announcement shall, or the Party whose Affiliate is issuing the disclosure or release shall cause such Affiliate to, use its commercially reasonable efforts to seek the prior approval of Company (in case of disclosure, release or

announcement by a Seller Party or a Seller Party's Affiliate) or Seller (in case of disclosure, release or announcement by Company or a subsidiary of Company), such approval not to be unreasonably delayed or withheld, and, in any event, such requirement to seek prior approval shall not preclude any Party or its Affiliates from complying with such applicable Law (including such disclosure requirements). Notwithstanding anything to the contrary in this Section 7.03 , the Parties acknowledge and agree that this Agreement will be attached to one or more securities filings by Seller or its Affiliates and disclosed in such filings, and Company will be provided notice of, and shall be entitled to review, but not approve, and be given a reasonable opportunity to comment on, such filings to the extent such filings describe the Company, this Agreement or the transactions contemplated hereby (the " Heitman Information "); provided , however, that the Heitman Information shall not include financial information regarding the Company that is included in public filings by OM Asset Management plc consistent with past practice and unrelated to the transactions contemplated hereby.

Section 7.04 Post-Closing Access to Records . In order to facilitate the resolution of any claims made against or incurred by Seller or Seller's Parent or any of their Affiliates relating to the period prior to the Closing or any period for which the Seller shall receive a portion of the Company's Distributable Profits as provided in Section 2.02(a)(ii) , or for any other reasonable purpose, for the longer of (i) (4) years after the final payment of the Purchase Price, and (ii) the time period for which the Company is required by Law to maintain such records. Company shall retain its books and records relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Company, and, upon reasonable notice, afford Seller and Seller's Parent and their representatives reasonable access, during normal business hours, to such books and records. Company shall not be obligated to provide Seller or Seller's Parent with access to any books or records (including personnel files) pursuant to this Section 7.04 where such access would violate applicable Law.

Section 7.05 Pre-Closing Company Distributions . Seller shall be entitled to the Pre-Debt Financing Documentation Date Distribution and, subject to Section 2.02(a)(ii) and to the extent of the Remaining Balance as set forth therein, the Pre-Closing Date Distribution. If the Pre-Closing Date Distribution is more than the then outstanding Remaining Balance, Seller hereby irrevocably, knowingly and voluntarily forever waives, from and after the Closing, its right under the Company Operating Agreement to receive any such excess amount, and any such excess amount shall be distributed solely to Other Member. Notwithstanding the foregoing, in the event this Agreement is terminated pursuant to Article IX , the Company shall pay to the Seller any and all Pre-Closing Date Distributions that were not paid to the Seller with respect to periods following the Debt Financing Documentation Date.

Section 7.06 Post-Closing Sale of Company .

(a) If, at any time during the Sale Participation Period, (i) Company issues any membership interests to one or several third parties other than Exempted Transferees, (ii) a direct or indirect sale of all or a portion of the membership interests in Company to one or several third parties other than Exempted Transferees, or a merger, consolidation or recapitalization of Company with a third party other than an Exempted Transferee, is consummated, or (iii) a direct or indirect

sale of substantially all the assets of Company to one or several third parties other than Exempted Transferees is consummated (any such issuance, sale, merger, consolidation or recapitalization, whether effected in a single transaction or a series of related transactions, a " Qualifying Transaction "), then the Company shall deliver to Seller within five (5) Business Days following the consummation of the Qualifying Transaction, (1) a written statement (the " Qualifying Transaction Statement ") setting forth in reasonable detail Company's calculation of the Sale Participation Amount, together with reasonable supporting calculations for each element provided for in the definition thereof and supporting documentation therefor and (2) an amount (provided that such amount is a positive amount) equal to the Sale Participation Amount with respect to such Qualifying Transaction. Company shall reasonably cooperate and assist Seller and its representatives in their review of the Qualifying Transaction Statement. For the avoidance of doubt, Seller will not be a member of Company from and after the Closing, irrespective of whether or not it receives any payment pursuant to this Section 7.06(a) . Any interests redeemed pursuant to this Agreement shall be deemed to be the first interests transferred in any Qualifying Transaction until the aggregate amount of interests redeemed pursuant to this Agreement have been transferred to a third party. It is the intent of the Parties that the Company shall not retain any profit from any Qualifying Transaction during the Sale Participation Period until the aggregate amount of interests redeemed pursuant to this Agreement have been transferred in one or more Qualifying Transactions.

(b) If Seller disagrees with the Qualifying Transaction Statement (or any calculation contained therein) and is unable to resolve such disagreements with Company during the sixty (60)-day period following Seller's receipt of the Qualifying Transaction Statement, Seller and Company may jointly refer their disagreement to the Independent Expert for consultation and mediation of such disagreement. If the Parties mutually agree to refer a disagreement to the Independent Expert, the costs and expenses thereof shall be borne equally by the Parties. Company shall make available to the Independent Expert all relevant books and records and other items reasonably requested by the Independent Expert. As promptly as practicable, but in no event later than sixty (60) days after its retention, the Independent Expert shall deliver to Seller and Company a report that sets forth its proposed resolution of the disputed items and amounts and its calculation of the Sale Participation Amount; provided , that no Party shall be bound by any decision of the Independent Expert.

Section 7.07 Post-Closing Ownership of Seller OM Equity Subsidiaries . For the avoidance of doubt, Seller and its Affiliates do not, as part of the transactions to be consummated at the Closing, (i) sell, transfer, convey, assign or deliver to Company, and Seller and such Affiliates will continue to own after the Closing, their respective equity interests in the subsidiaries and pooled investment vehicles of Company as set forth in Schedule 7.06 (collectively, " Seller OM Equity Subsidiaries ") (and will continue to hold any investments in and commitments to such entities) or (ii) amend or otherwise change any OM Loan Matters. If, after the Closing, Seller or any of its Affiliates seeks to sell any such equity interests (or otherwise assign any such investments or commitments), Company and its Affiliates shall reasonably cooperate with such sale upon the reasonable written request of Seller or such Affiliate, including by approving the sale of the underlying equity interests in any Seller OM Equity Subsidiary; provided that Company shall not be obligated to (a) breach any contractual obligations, (b) cooperate with or approve a sale or assignment that is not in compliance with (i) any applicable Law including securities Laws and

anti-money laundering, anti-corruption and anti-terrorism Laws or (ii) the transfer provisions of any applicable Contract including the Charter Documents of the applicable Seller OM Equity Subsidiary and the limited partnership agreements of any fund(s) in which the applicable Seller OM Equity Subsidiary has invested, (c) cooperate with or approve a sale or assignment to a transferee or assignee that (i) is not in compliance with applicable Law including securities Laws and anti-money laundering, anti-corruption and anti-terrorism Laws, or (ii) is, or could reasonably be expected to be, a Competitor, or (d) cooperate with or approve a sale or assignment in the case of a transfer of an investment that has a funding commitment, if OMAM Inc. does not guarantee any remaining funding commitments of such transferee. Seller shall promptly reimburse Company, upon written request, of any out-of-pocket costs and expenses it may incur in furtherance of its obligations under this Section 7.07 .

Section 7.08 Former Directors and Officers of Sellers . From and after the date hereof until the sixth (6 th) anniversary of the Closing, or such later date as any outstanding claim, action, suit or proceeding involving any HFL Director or Officer pending or not finally terminated or settled on such date is finally resolved, Seller shall not modify or eliminate the indemnification provisions in its Charter Documents applicable to its directors and officers in a manner that would be adverse to the HFL Directors or Officers.

Section 7.09 Mutual Releases .

(a) From and after the Closing, Seller and Seller's Parent, for themselves and on behalf of their direct shareholders and Applicable Indirect Shareholders, and each of the successors and assigns of the foregoing (each, a " Seller Releasor "), hereby irrevocably, knowingly, unconditionally and voluntarily release, discharge, and forever waive all claims, demands, liabilities, defenses, affirmative defenses, set-offs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, that any Seller Releasor has, may have or may assert now or in the future against each of (i) the Company Indemnified Parties and their respective direct and indirect subsidiaries (but not any of the Seller OM Equity Subsidiaries or any investment vehicle sponsored by any direct or indirect subsidiary of Company), and any current or former manager, officer or employee of any of the foregoing, and their respective successors, assigns, heirs and executors (collectively, the " Company Released Parties "), arising out of, relating to or resulting from any circumstance, action, failure to act, occurrence or omission of any sort or type, whether known or unknown, that occurred, existed, was taken or begun prior to the Closing (including regarding the matters set forth in the letters dated April and May 2017 exchanged by Seller and Other Member in connection with a potential "Trigger Event" under the Company Operating Agreement), or (ii) any HFL Director or Officer arising out of, relating to or resulting from any circumstance, action, failure to act, occurrence or omission of any sort or type, whether known or unknown, that occurred, existed, was taken or begun prior to the resignation of such HFL Director or Officer from his position(s) at Seller. For the avoidance of doubt, notwithstanding the foregoing, nothing in this Section 7.09(a) shall be deemed to release or waive (1) any rights or remedies of any Seller Releasor under (A) this Agreement, the Side Letter or any Ancillary Document or (B) the OM Loan Matters, (2) any rights or remedies of any Seller Releasor relating to any Seller OM Equity Subsidiary or any Contract or arrangement relating to a Seller Releasor's interest in any Seller OM Equity Subsidiary, (3) any indemnification rights of a Seller Releasor under the Company Operating Agreement with respect to liabilities that are imposed on any Seller Releasor as a result

of Seller being a member or former member of the Company; or (4) any claim based on fraud on the part of any HFL Director or Officer.

(b) From and after the Closing, Company, for itself and on behalf of the other Company Released Parties (each, a " Company Releasor "), hereby irrevocably, knowingly, unconditionally and voluntarily releases, discharges, and forever waives all claims, demands, liabilities, defenses, affirmative defenses, set-offs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, that any Company Releasor has, may have or may assert now or in the future against each of Seller and Seller's Parent and their respective Affiliates (other than any Company Released Party) and any current or former manager, officer or employee of any of the foregoing, and their respective successors, assigns, heirs and executors (collectively, the " Seller Released Parties "), arising out of, relating to or resulting from any circumstance, action, failure to act, occurrence or omission of any sort or type, whether known or unknown, that occurred, existed, was taken or begun prior to the Closing (including regarding the matters set forth in the letters dated April and May 2017 exchanged by Seller and Other Member in connection with a potential "Trigger Event" under the Company Operating Agreement). For the avoidance of doubt, notwithstanding the foregoing, nothing in this Section 7.09(b) shall be deemed to release or waive (1) any rights or remedies of any Company Releasor under (A) this Agreement, the Side Letter or any Ancillary Document or (B) the OM Loan Matters, (2) any rights or remedies of any Company Releasor relating to any Seller OM Equity Subsidiary or any Contract or arrangement relating to a Company Releasor's interest in any Seller OM Equity Subsidiary or (3) the right of any HFL Director or Officer to indemnification under the Charter Documents of Seller.

(c) Except as required by applicable Law or legal process, each of Seller and Seller's Parent, on behalf of itself and the other Seller Releasors, and Company, on behalf of itself and each of the Company Releasors, hereby irrevocably covenants to the other Parties that it shall not, except as may be necessary to enforce the specific terms of the releases in this Section 7.09 , hereafter commence or cause to be commenced, join in, knowingly assist, or in any manner knowingly seek relief through, directly or indirectly, any suit, action, agency or other proceeding, claim or demand of any kind or character relating to any claim that it has released under this Section 7.09 . A Party hereafter violating the covenant not to sue contained in this Section 7.09(c) shall indemnify and hold harmless the other Party or Parties with respect to the act or acts constituting such violation, including without limitation by payment of all damages and attorneys' fees and expenses incurred by the other Party or Parties in connection with such act or acts.

(d) For the avoidance of doubt, in the event this Agreement is terminated pursuant to Article IX (other than pursuant to Section 9.03(a)(ii)), each Party reserves all of its rights and remedies under the Company Operating Agreement in connection with any matter described in that certain correspondence between the Parties with respect to article 7 of the Company Operating Agreement dated between May 4, 2017 and July 11, 2017.

Section 7.10 Further Actions . From time to time before, at and after the Closing, each Party shall execute and deliver such documents or other instruments as reasonably requested by the Seller or Company in order to more effectively consummate the transactions contemplated hereby.

Section 7.11 Certain Tax Matters . The Parties shall treat all payments of the Purchase Price (including all amounts applied against the Remaining Balance) as payments described in

Section 736(b) of the Code. Seller shall receive no further allocations of items of Company income, gain, loss, expense, deduction, or credit for any full or partial tax period commencing on or after the Closing Date. Seller shall remain the Company's Tax Matters Partner (as that term is defined in the Company Operating Agreement) for all tax years of the Company ending on or prior to December 31, 2017, and shall continue to possess all the rights and obligations of the Company's Tax Matters Partner for those years as specified in the applicable provisions of the Company Operating Agreement as in effect immediately prior to the Closing Date, which provisions shall survive, as among the Seller, Other Member, and the Company, following the Redemption of the Seller's Company Interest.

Article VIII.
CONDITIONS PRECEDENT TO THE OBLIGATION OF COMPANY AND SELLER TO CLOSE

Section 8.01 Mutual Conditions . The respective obligations of Seller and Company to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction as of the Closing of each of the following conditions, any of which may be waived, in whole or in part, to the extent permitted by applicable Law but only upon the joint written consent of Seller and Company:

(a) There shall be no effective Judgment that declares this Agreement invalid, or unenforceable in any material respect, or that would prevent the transactions contemplated by this Agreement from being consummated as herein provided.

(b) Except for any pending proceeding directly or indirectly initiated by any Party asserting its right not to consummate the transactions contemplated by this Agreement, no proceeding before any Governmental Entity shall be pending wherein an unfavorable Judgment would declare this Agreement invalid, or unenforceable in any material respect, or would prevent the transactions contemplated by this Agreement from being capable of being consummated as herein provided or cause such transactions to be rescinded.

Section 8.02 Conditions to Company's Obligation To Close . The obligation of Company to consummate the transactions contemplated by this Agreement is subject to the satisfaction as of the Closing of each of the following conditions, any of which may be waived, in whole or in part, in writing by Company at or prior to the Closing:

(a) Seller and Seller's Parent shall have duly performed or complied with, in all material respects, all of the covenants and obligations to be performed or complied with by Seller or Seller's Parent, as applicable, under the terms of this Agreement prior to or at the Closing;

(b) All representations and warranties of Seller set forth in Article IV and Seller's Parent set forth in Article V shall be true and accurate as of the date hereof and as of the Closing Date as though such representations and warranties were made as of the Closing Date;

(c) Seller shall have performed all the obligations required to be performed at the Closing pursuant to Section 3.02(a) ; and

(d) Company shall have received a commitment letter with respect to a debt financing in an amount not less than one hundred million dollars ($100,000,000) and on terms satisfactory to Company in its sole discretion (the " Debt Financing ") and, as of the Closing, Company shall have received the proceeds therefrom.

Section 8.03 Conditions to Seller's Obligation To Close . The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction as of the Closing of each of the following conditions, any of which may be waived, in whole or in part, in writing by Seller at or prior to the Closing:

(a) Company shall have duly performed or complied with, in all material respects, all of the covenants and obligations to be performed or complied with by Company under the terms of this Agreement prior to or at the Closing;

(b) All representations and warranties of Company set forth in Article VI shall be true and accurate as of the date hereof and as of the Closing Date as though such representations and warranties were made as of the Closing Date; and

(c) Company shall have performed all the obligations required to be performed at the Closing pursuant to Section 3.02(b) .

Article IX.
TERMINATION

Section 9.01 Company's Remedies for Defaults of Seller and Seller's Parent . If, at any time before the Closing, Seller or Seller's Parent breaches any of their respective representations and warranties set forth in Article IV and Article V , as applicable, or defaults on any of their respective covenants or obligations hereunder in any material respect, and such breach or default continues for a period of time equal to (i) ten (10) Business Days after written notice thereof from Company to Seller or Seller's Parent, as applicable, specifying such breach or default, or (ii) if the Closing is scheduled to occur before the expiration of such ten (10)-day period, the period of time after written notice thereof from Company to Seller or Seller's Parent, as applicable, specifying such breach or default and until such scheduled date of the Closing, then, time being of the essence, Company may, as Company's sole remedy hereunder, by delivering written notice to Seller, (a) terminate this Agreement and the Ancillary Documents (except for those obligations that expressly survive such termination) and declare them null and void (except for those obligations that expressly survive such termination), in which case Seller agrees that, except to the extent otherwise agreed by Company, Other Member shall thereafter automatically be granted the Section 8 Rights, (b) exercise its rights under Section 10.06 or (c) waive its rights under clauses (a) and (b) and consummate the transactions contemplated by this Agreement in the same manner as if there had been no breach or default without any reduction in the Purchase Price and without any further claim against Seller or Seller's Parent with respect to such breach or default.

Section 9.02 Seller's Remedies for Defaults of Company . If, at any time before the Closing, Company breaches any of its representations and warranties set forth in Article VI , or defaults on any of its obligations hereunder in any material respect, and such breach or default

continues for a period of time equal to (i) ten (10) Business Days after written notice thereof from Seller to Company specifying such breach or default, or (ii) if the Closing is scheduled to occur before the expiration of such ten (10)-day period, the period of time after written notice thereof from Seller to Company specifying such breach or default and until such scheduled date of the Closing, then, time being of the essence, Seller may, as its sole remedy hereunder, by delivering written notice to Company, (a) terminate this Agreement and the Ancillary Documents (except for those obligations that expressly survive such termination) and declare them null and void (except for those obligations that expressly survive such termination), (b) exercise its rights under Section 10.06 or (c) waive its rights under clauses (a) and (b) and consummate the transactions contemplated by this Agreement in the same manner as if there had been no breach or default without any reduction in the Purchase Price and without any further claim against Company with respect to such breach or default.

Section 9.03 Termination .

(a) In addition to the rights of termination set forth in Section 9.01 and Section 9.02 , this Agreement and the Ancillary Documents may be terminated (except for those obligations that expressly survive such termination) at any time before the Closing as follows:

(i) by the mutual written consent of Seller and Company;

(ii) by (A) Company, at any time and for any reason, at its sole discretion, by written notice to Seller or (B) by Seller, by written notice to Company, in the event the Company has not cured a breach of its obligation to use its commercially reasonable efforts to satisfy the closing conditions set forth in Section 8.03 following written notice by Seller to the Company delivered fifteen (15) days prior to such termination and provided that Seller is not then in material breach of any of its obligations hereunder or under the Side Agreement, provided that, pursuant to the Side Agreement, Seller, Company and Other Member have agreed and consented that, upon receipt of a termination notice pursuant to this Section 9.03(a)(ii) , the rights of Other Member to (x) be allocated a Penalty Payment (as defined in the Letter of Understanding) out of Seller's distributable share of the OM Member Distributable Income (as defined in the Letter of Understanding) under section 7 of the Letter of Understanding and (y) have the Operating Income adjusted in case of a failure of Seller's Parent or another OM Group Entity (as defined in the Letter of Understanding) to commit capital under section 5 of the Letter of Understanding shall automatically terminate with effect from and after the date of such termination;

(iii) by Seller, by written notice to Company, or by Company, by written notice to Seller, if the Closing shall not have occurred on or prior to the Outside Date or such later date as may be mutually agreed to by Seller and Company, provided that neither Seller nor Company shall be entitled to terminate this Agreement pursuant to this Section 9.03(a)(iii) in the event that such Party knowingly or willfully breached or breaches this Agreement and such breach prevents the consummation of the transactions contemplated hereby;

(iv) by Company, by written notice to Seller, if satisfaction of any condition in Section 8.01 and Section 8.02 is or becomes impossible prior to the Outside Date and Company has not waived such condition on or before such date, provided that Company shall not be entitled to terminate this Agreement pursuant to this Section 9.03(a)(iv) in the event that Company knowingly or willfully breached or breaches this Agreement and such breach prevents the consummation of the transactions contemplated hereby; and

(v) by Seller, by written notice to Company, if satisfaction of any condition in Section 8.01 and Section 8.03 is or becomes impossible prior to the Outside Date and Seller has not waived such condition on or before such date, provided that Seller shall not be entitled to terminate this Agreement pursuant to this Section 9.03(a)(v) in the event that Seller knowingly or willfully breached or breaches this Agreement and such breach prevents the consummation of the transactions contemplated hereby.

Section 9.04 Effect of Termination . If this Agreement is terminated, all obligations of the Parties hereunder shall terminate, except that the obligations of the Parties in this Article IX and Article X shall survive. For the avoidance of doubt, if this Agreement is terminated (i) by Company after the Debt Financing Documentation Date but prior to Closing or (ii) by Seller, then in any such case the waivers in Section 7.01(b) and Section 7.01(c) shall be automatically revoked and Seller shall automatically succeed to all of the Section 8 Rights (and, therefore, Other Member shall no longer have such rights).

Article X.
MISCELLANEOUS

Section 10.01 Notice . Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be given to the Parties at their respective addresses set forth below or at such other address as any Party may hereafter designate in a notice duly given to the other Parties in accordance with this Section 10.01 . Such notices, demands or other communications may be delivered by hand, overnight courier, U.S. certified mail or email, provided that email notices are also promptly delivered by hand, overnight courier or U.S. certified mail. Any such notice, demand or other communication shall be deemed to have been given on the date received or refused (or, if received on a day that is not a Business Day or after normal business hours in the location delivered, the following Business Day).

(a) If to Seller or Seller's Parent, to:
OMAM Inc.
200 Clarendon St, 53rd Floor
Boston, Massachusetts 02116
Attention: Stephen Belgrad
Email: sbelgrad@omam.com

with a copy to (which shall not constitute notice):

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Jim Collins, Esq.
Email: jim.collins@morganlewis.com

(b)If to Company, to:

Heitman LLC
191 North Wacker Drive, Suite 2500
Chicago, Illinois 60606
Attention: Anthony Stamato
Email: Anthony.Stamato@heitman.com

with a copy to:

KE I LLC
c/o Heitman LLC
191 North Wacker Drive, Suite 2500
Chicago, Illinois 60606
Attention: Maury Tognarelli
Email: Maury.Tognarelli@heitman.com

and an additional copy to (which shall not constitute notice):

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attention: Brian May
Email: bmay@mayerbrown.com

Section 10.02 Entire Agreement . This Agreement, the Side Agreement and the Ancillary Documents contain the entire understanding among the Parties with respect to the subject matter hereof and are intended to be a full integration of all prior or contemporaneous agreements, conditions or undertakings among the Parties. There are no promises, agreements, conditions, undertakings, representations or warranties, oral or written, express or implied, among the Parties with respect to the subject matter hereof other than as set forth in this Agreement, the Side Agreement and Ancillary Documents.

Section 10.03 Not Construed Against Drafter . This Agreement has been negotiated and prepared by the Parties and their respective counsel, and, should any provision of this Agreement require judicial interpretation, the Governmental Entity interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

Section 10.04 Binding Effect; Benefits; No Third-Party Beneficiaries . Except as otherwise provided herein, this Agreement shall inure to the benefit of, be binding upon and be enforced solely

by the Parties and their respective successors, permitted assigns, heirs and executors. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any Person other than the Parties and their respective successors, permitted assigns, heirs or executors any rights, benefits, remedies, obligations or liabilities under or by reason of this Agreement (and, without limiting the generality of the foregoing, no such Person shall have any right to enforce any obligation of any Party or to pursue any other right or remedy hereunder or in respect hereof or at law or in equity). Notwithstanding the foregoing provisions of this Section 10.04 or anything to the contrary contained in the Company Operating Agreement or any other agreement between or among Company, Other Member and Seller or any of their respective Affiliates, Company and Seller acknowledge that Other Member shall be entitled to exercise all of the rights of Company hereunder and to enforce all of the obligations of Seller hereunder on behalf of Company, in each case as if Other Member were a party hereto.

Section 10.05 Assignment . Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties.

Section 10.06 Remedies .

(a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached by a Party (the " Breaching Party "). It is accordingly agreed that, subject to Section 9.01 and Section 9.02 , in the event of any actual or threatened nonperformance or breach of this Agreement, each Party (the " Non-Breaching Party ") will be entitled to specific performance, a temporary restraining order, other injunctive relief and other equitable remedies to prevent breaches of this Agreement by the Breaching Party and to enforce specifically the terms and provisions of this Agreement, as a remedy for any such nonperformance or breach. Such remedy (i) will include the right of the Non-Breaching Party to cause the Breaching Party to cause the transactions contemplated by this Agreement to be consummated on the terms and subject to the conditions set forth herein and (ii) shall not be deemed to be the exclusive remedy of the Non-Breaching Party for any nonperformance or breach by the Breaching Party but shall be in addition to all other remedies available at law or in equity to the Non-Breaching Party. Each of the Parties further agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages and to waive any requirement for the securing or posting of any bond or other security in connection with such remedy.

(b) The Breaching Party shall reimburse to the Non-Breaching Party, upon written request, the reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and other reasonable advisors' fees) that the Non-Breaching Party has incurred as a result of such Breaching Party's nonperformance or breach of this Agreement.

Section 10.07 Expenses . Except as otherwise specifically provided in this Agreement, the Parties shall each pay the costs and expenses that they have incurred in connection with the investigation, negotiation, documentation and consummation of the transactions contemplated hereby (including the fees and disbursements of their own attorneys, accountants, financial advisors,

investment bankers, other advisors, consultants and employees). Notwithstanding the foregoing, Company shall pay all costs and expenses arising out of or relating to the solicitations of Consent from Clients, provided that, if the consummation of the transactions contemplated hereby is prevented by any action, failure to act or omission of any sort or type of Seller or Seller Parent (other than a termination of this Agreement by Seller in accordance with its terms), Seller shall pay all such costs and expenses.

Section 10.08 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws.

Section 10.09 Amendments and Waivers. No term or provision of this Agreement may be amended, waived, discharged or terminated orally but only by an instrument in writing signed by the Party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

Section 10.10 Severability. Any provision (or portion thereof) of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof (or portion thereof), and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable Law, the Parties hereby waive any provision of Law in effect that renders any provision hereof (or portion thereof) unenforceable in any respect.

Section 10.11 Jurisdiction and Venue; Waiver of Jury Trial. Any process against any Party in, or in connection with, any suit, action or proceeding arising out of or relating to this Agreement or any Party's performance hereof or rights or obligations hereunder may be served personally or, to the extent permitted by Law, by certified mail at such Party's address for receipt of notices hereunder with the same effect as though served on such Party personally. Each Party hereby irrevocably submits in any suit, action or proceeding arising out of or relating to this Agreement or any Party's performance hereof or rights or obligations hereunder to the jurisdiction of the federal and state courts of the State of Delaware and waives any and all objections to the jurisdiction of, or venue in, such court that such Party may have under applicable Law. Each of the Parties waives trial by jury in any suit, action or proceeding among them in any court with respect to, in connection with or arising out of this Agreement or the validity, interpretation or enforcement thereof.

Section 10.12 Construction.

(a) The table of contents and the headings of Articles, Sections and Exhibits are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the term "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. The word "or" shall not be exclusive. Underscored references to Articles, Sections or Exhibits shall refer to those portions of this Agreement, and any underscored reference to a clause shall, unless otherwise identified, refer to the appropriate clause within the same Section

in which such reference occurs. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section or clause of, or Exhibit to, this Agreement. All references in this Agreement to dollar amounts shall refer to United States currency. Except where otherwise expressly stated in this Agreement, all Consent and other similar rights of the Parties pursuant to this Agreement may be exercised by such Parties, and such Consents may be granted or denied by such Parties, in their sole discretion. Where this Agreement states that a Party "will," "shall" or "must" perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with this Agreement. Unless otherwise specified in a particular case, the word "days" refers to calendar days. Unless otherwise specified in a particular case, if any period expires on a day that is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day that is not a Business Day, such period will expire or such event or condition will occur or be fulfilled, as the case may be, on the next succeeding Business Day.

(b) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement), other Contracts and organizational documents shall mean such agreements, instruments and documents as the same may be amended and/or modified from time to time in accordance with the terms thereof and including the exhibits and schedules thereto and (ii) references to any Law shall refer to such Law as in effect, as amended, at the relevant time and include all provisions consolidating, amending, replacing, supplementing or interpreting such Law.

Section 10.13 Counterparts . This Agreement may be executed and delivered (including by facsimile or email transmission of portable document format (PDF) files) in one or more counterparts, and by the Parties in separate counterparts, each of which shall be deemed to be an original and shall be binding upon the Party that executed the same, but all of such counterparts together shall constitute one and the same agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF , each of the Parties has caused this Agreement to be executed as of the date first written above.

SELLER

OMAM (HFL) INC.,
a Delaware corporation

By: /s/ Stephen Belgrad
Name: Stephen Belgrad
Title: Authorized Person

SELLER'S PARENT

OMAM INC.,
a Delaware corporation, for the limited purposes set forth herein

By: /s/ James J. Ritchie
Name: James J. Ritchie
Title: CEO

COMPANY

HEITMAN LLC,
a Delaware limited liability company

By: /s/ Maury Tognarelli
Name: Maury Tognarelli
Title: President and CEO

SCHEDULE 7.06

SELLER OM EQUITY SUBSIDIARIES

- HERIP A Investor, L.P.
- HERIP B Investor, L.P.
- HDP LLC
- Heitman Real Estate Debt Partners, LLC
- Heitman European Partners IV FCP.FIS
- CEPS 4-A LLC
- HVP III, LLC
- Heitman Value Partners III, LLC
- HVP II, LLC
- Heitman Value Partners II, LLC
- HOM-MH LLC
- Mountain Halla, LLC
- CEPS 2 LLC
- CEPS 3 LLC

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF INTEREST AGREEMENT ASSIGNMENT AND ASSUMPTION OF INTEREST AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF INTEREST AGREEMENT (this " Assignment ") is dated as of [●], 2017, by and between OMAM (HFL) INC., a Delaware corporation (" Assignor "), and HEITMAN LLC, a Delaware limited liability company (" Assignee "). Certain capitalized terms used herein are defined in the Redemption Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee entered into that certain Redemption Agreement (the " Redemption Agreement "), dated as of November 17, 2017, whereby, among other things, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to repurchase, redeem and accept from Seller, Seller's Company Interest.

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Assignor and Assignee agree as follows:

1. Assignment and Assumption of Interest . Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby repurchases, redeems and accepts from Assignor, Seller's Company Interest. This Assignment is made without representation, warranty or indemnity except as expressly set forth in the Redemption Agreement.

2. Withdrawal . By reason of the assignment effected pursuant to section 1 hereof, Assignor hereby fully and completely withdraws from Company as a member.

3. Miscellaneous .

a. The obligations of the parties hereto shall be continuing, absolute and unconditional and shall remain in full force and effect. Notwithstanding any other provision of this Assignment, this Assignment shall not amend, alter, modify or limit in any manner the rights and obligations of the parties pursuant to the Redemption Agreement; provided , further , that in the event that there are any conflicts or inconsistencies between the terms and provisions of this Assignment and the Redemption Agreement, the terms and provisions of the Redemption Agreement shall control.

b. This Assignment shall in all respects be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws.

c. No term or provision of this Assignment may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against

whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

d. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

e. This Assignment may be executed in counterparts (including by means of electronic transmission of a ".pdf" or similar file), each of which shall be deemed to be an original and shall be binding upon the Party who executed the same, but all of such counterparts together shall constitute one and the same agreement.

4. Interpretation .

a. Captions, numbering and headings of sections in this Assignment are for convenience of reference only and shall not be considered in the interpretation of this Assignment.

b. Whenever required by the context, the singular shall include the plural, the neuter gender shall include the male gender and female gender, and vice versa.

c. This Assignment has been negotiated and prepared by the parties and their respective attorneys and, should any provision of this Assignment require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF , the parties have caused this Assignment to be executed as of the date first above written.

ASSIGNOR

OMAM (HFL) INC.,
a Delaware corporation

By:
Name:
Title:

ASSIGNEE

HEITMAN LLC,
a Delaware limited liability company

By:
Name:
Title: