

**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): May 19, 2015

Cowen Group, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

001-34516

(Commission
File Number)

27-0423711

(IRS Employer
Identification No.)

599 Lexington Avenue, New York, New York

(Address of Principal Executive Offices)

10022

(Zip Code)

(212) 845-7900

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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

5.625% Series A Cumulative Perpetual Convertible Preferred Stock

On May 19, 2015, Cowen Group, Inc. (the “Company”) issued 105,000 shares of its Series A Cumulative Perpetual Convertible Preferred Stock with aggregate gross proceeds of \$105.0 million (the “Initial Shares”) in an unregistered Rule 144A offering. On May 20, 2015 the Company issued an additional 15,750 shares of its Series A Cumulative Perpetual Preferred Stock (the “Option Shares” and, collectively with the Initial Shares, the “Shares”), with aggregate gross proceeds of \$15.8 million, to the initial purchasers of the Shares (the “initial purchasers”) pursuant to an option to purchase such Option Shares. The Shares were offered only to qualified institutional buyers (as defined in the Securities Act of 1933, as amended (the “Securities Act”)) pursuant to Rule 144A under the Securities Act.

The net proceeds from the sale of the Shares were approximately \$117.3 million, after deducting fees and estimated expenses (other than Cowen and Company, LLC’s discounts and commissions). The Company used approximately \$13.8 million of the net proceeds to pay the cost of the Initial Capped Call Option Transaction (as defined below) and approximately \$2.1 million of the net proceeds to pay the cost of the Additional Capped Call Option Transaction (as defined below). The Company intends to use the remainder of the net proceeds for general corporate purposes.

The Shares will not be registered under the Securities Act. The Shares may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

Capped Call Confirmation

On May 13, 2015, the Company entered into a privately negotiated capped call option transaction (the “Initial Capped Call Option Transaction”) with Nomura Global Financial Products Inc. (the “option counterparty”). The Initial Capped Call Option Transaction is only exercisable on the expiration date of May 20, 2020. The Initial Capped Call Option Transaction is expected generally to reduce the potential dilution to the Company’s Class A common stock and/or offset any cash payments that the Company is required to make in excess of the liquidation preference of any convertible preferred stock that are converted on or before May 20, 2020, in the event that the market price per share of the Company’s Class A common stock, as measured under the terms of the Initial Capped Call Option Transaction, is greater than the strike price thereunder.

However, to the extent that the market price of Class A common stock, as measured under the terms of the Initial Capped Call Option Transaction, exceeds the cap price thereof, there would nevertheless be dilution and/or such cash payments would not be offset. Furthermore, in connection with any conversion of convertible preferred shares prior to May 20, 2020, the corresponding options included in the Initial Capped Call Option Transaction will be terminated at fair value rather than being exercised, and under certain circumstances the termination value the Company receives will be less than the amount the Company would have received if such options had been exercised. In addition, the Company will not be entitled to receive any cash or Class A common stock from the option counterparty in connection with conversions of Shares that occurs after May 20, 2020.

In connection with the issuance of the Option Shares, on May 19, 2015, the Company entered into an additional privately negotiated capped call option transaction (the “Additional Capped Call Option Transaction” and, collectively with the Initial Capped Call Option Transaction, the “Capped Call Option Transactions”) with the option counterparty on substantially similar terms to the Initial Capped Call Option Transaction.

Each of the Capped Call Option Transactions is a separate transaction entered into by the Company with the option counterparty, is not part of the terms of the Shares and will not change any holder’s rights under the Shares. Holders of the Shares will not have any rights with respect to the Capped Call Option Transactions.

The summary of the Capped Call Option Transactions is qualified in its entirety by reference to the text of the related agreements which are included as Exhibits 10.1 and 10.2 hereto, and are incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities

The information with respect to the Shares and Certificate of Designations set forth in Item 1.01 and Item 3.03, respectively, of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders

On May 19, 2015, the Company filed a Certificate of Designations (the "Certificate of Designations") with the Delaware Secretary of State amending its Amended and Restated Certificate of Incorporation to establish the 5.625% Series A Cumulative Perpetual Convertible Preferred Stock and the number, relative rights, preferences and limitations thereof, which Certificate of Designations became effective on May 19, 2015. Pursuant to the Certificate of Designations, each Share is convertible, at the option of the holder, into a number of shares of Class A Common Stock equal to the liquidation preference of \$1,000 divided by the conversion price, which is initially approximately \$6.57 per share and is subject to specified adjustments (the "Conversion Price"). The initial conversion rate is equal to 152.2476 shares of Class A Common Stock for each Share, an amount of cash or a combination thereof, in each case, based on the applicable conversion rate.

The annual dividend on each Share is 5.625% per annum on the liquidation preference of \$1,000 per share and when, as, and if declared by the board of directors of the Company (the "Board of Directors") is payable quarterly, in arrears, on each of February 15, May 15, August 15 and November 15 of each year, commencing on August 15, 2015. Dividends will accrue and cumulate from May 19, 2015.

Except as required by law or the Company's Amended and Restated Certificate of Incorporation, as amended by the Certificate of Designations, holders of the Shares will have no voting rights with respect to the election of directors unless dividends on any Shares are in arrears and unpaid for at least six or more dividend periods, whether or not consecutive. Until such dividends shall have been paid in full, or declared and a sum sufficient for such payment in cash is set aside for payment, the holders will be entitled to elect two directors and the number of directors on the Board shall automatically increase by two without further action by the Board of Directors.

At any time on or after May 20, 2020, the Company may elect to cause all (but not less than all) outstanding shares of the Shares to be automatically converted into shares of the Company's Class A common stock, cash or a combination of cash and shares of Class A common stock, at the Company's election, in each case, based on the then-current conversion rate, if the last reported sale price of the Company's Class A common stock equals or exceeds 150% of the then-current conversion price for at least 20 trading days (whether or not consecutive) in a period of 30 consecutive trading days (including on the last trading day of such period) ending on, and including, the trading day immediately preceding the business day on which the Company issues such press release.

If a holder elects to convert Shares upon the occurrence of certain specified fundamental changes, the Company may be obligated to increase the conversion rate by an additional number of shares of Class A common stock above the otherwise applicable conversion rate.

The summary of the Certificate of Designations is qualified in its entirety by reference to the text of the Certificate of Designations, which is included as Exhibit 3.1 hereto, and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.***Certificate of Designations***

The information contained in Item 3.03 is hereby incorporated by reference. The Certificate of Designations became effective as of May 19, 2015. A copy of the Certificate of Designations is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01. Other Events.

On May 14, 2015, the Company issued a press release announcing the pricing of its offering of the Shares, and the Company's simultaneous entry into a privately negotiated capped call option transaction. The May 14, 2015 press release is attached as Exhibit 99.1 hereto and incorporated by reference herein.

On May 19, 2015, the Company issued a press release announcing the closing of its offering of the Initial Shares, and the closing of the Initial Capped Call Option Transaction. The May 19, 2015 press release is attached as Exhibit 99.2 hereto and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Exhibit Description
3.1	Certificate of Designations of the Company for its Series A Cumulative Perpetual Preferred Stock
10.1	Initial capped call confirmation, dated as of May 13, 2015, by and between Nomura Global Financial Products Inc. and the Company
10.2	Additional capped call confirmation, dated as of May 19, 2015, by and between Nomura Global Financial Products Inc. and the Company
99.1	Press Release dated May 14, 2015
99.2	Press Release dated May 19, 2015

SIGNATURES

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

COWEN GROUP, INC.

Dated: May 20, 2015

By: /s/ Owen Littman

Owen Littman, General Counsel and Secretary

EXHIBIT INDEX

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EXECUTION VERSION

**Certificate of Designations of
5.625% Series A Cumulative Perpetual Convertible Preferred Stock of
Cowen Group, Inc.**

We, Stephen A. Lasota, Chief Financial Officer, and Owen S. Littman, General Counsel and Corporate Secretary, of Cowen Group, Inc., a Delaware corporation (the “**Company**”), do hereby certify that, pursuant to the provisions of Sections 103, 141 and 151 of the General Corporation Law of the State of Delaware, (a) on May 13, 2015, the board of directors of the Company delegated to its Pricing Committee (the “**Pricing Committee**”) the power to determine the voting powers, designations, preferences, rights and qualifications, limitations or restrictions and other terms of a series of preferred stock, and (b) on May 18, 2015, the Pricing Committee adopted the resolution set forth immediately below, which resolution is now, and at all times since its date of adoption has been, in full force and effect:

RESOLVED, that pursuant to the authority conferred upon the Board of Directors by the Amended and Restated Certificate of Incorporation (as it may be amended from time to time, the “**Restated Certificate**”) of the Company, which authorizes the issuance of up to 10,000,000 shares of Preferred Stock, par value \$0.01 per share, a series of Preferred Stock be, and hereby is, created, and that the designation and number of shares of such series, and the voting powers, designations, preferences, rights and qualifications, limitations or restrictions and other terms thereof are as set forth in the Restated Certificate and this Certificate of Designations, as it may be amended from time to time (the “**Certificate of Designations**”), as follows:

Section 1. *Designation and Amount.* The shares of such series shall be designated as the “5.625% Series A Cumulative Perpetual Convertible Preferred Stock,” par value \$0.01 per share (the “**Convertible Preferred Stock**”), and the authorized number of shares constituting such series shall be 120,750. Such number of shares may be decreased by resolution of the Board of Directors; *provided*, no decrease shall reduce the number of shares of Convertible Preferred Stock to a number less than that of the shares Outstanding.

Section 2. *Definitions.* As used herein, the following terms shall have the meanings given to them in this Section 2. Any capitalized term not otherwise defined herein shall have the meaning set forth in the Restated Certificate, unless the context otherwise requires.

(a) “**Affiliate**” shall have the meaning ascribed to it under Rule 144.

(b) “**Agent Members**” shall have the meaning specified in Section 17(a).

(c) “**Board of Directors**” shall mean (i) the Board of Directors of the Company or (ii) with respect to any action to be taken by the Board of Directors, any committee of the Board of Directors duly authorized to take such action.

(d) “**Business Day**” shall mean, with respect to any share of the Convertible Preferred Stock, any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(e) “**Capital Stock**” of any Person shall mean any and all shares, interests, participations or other equivalents however designated of stock or other equity participations, including partnership interests, whether general or limited, of such Person and any rights (other than debt securities convertible or exchangeable into an equity interest that, prior to conversion or exchange, rank senior to all equity interests of such Person), warrants or options to acquire an equity interest in such Person.

(f) “**Cash Settlement**” shall have the meaning specified in Section 11(d)(i).

(g) “**Clause A Distribution**” shall have the meaning specified in Section 13(c).

(h) “**Clause B Distribution**” shall have the meaning specified in Section 13(c).

(i) “**Clause C Distribution**” shall have the meaning specified in Section 13(c).

(j) “**close of business**” shall mean 5:00 p.m. (New York City time).

(k) “**Combination Settlement**” shall have the meaning specified in Section 11(d)(i).

(l) “**Common Equity**” of any Person shall mean Capital Stock of such Person that is generally entitled (i) to vote in the election of directors of such Person or (ii) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

(m) “**Common Stock**” shall mean the Class A common stock, par value \$0.01 per share, of the Company, subject to Section 8.

(n) “**Continuing Director**” shall mean a director who either was a member of the Company’s board of directors on May 13, 2015 or who becomes a member of the Company’s board of directors subsequent to that date and whose election, appointment or nomination for election by the shareholders of the Company is duly approved by a majority of the Continuing Directors on the Company’s board of directors at the time of such approval, either by a specific vote or by approval of the proxy statement issued by the Company on behalf of its entire board of directors in which such individual is named as nominee for director.

(o) “**Conversion Agent**” shall have the meaning specified in Section 18(a).

(p) “**Conversion Date**” shall mean (i) in the case of a conversion at the option of a holder pursuant to Section 11(a), the date that the procedures for such a conversion specified in Section 11(b) have been complied with, and (ii) in the case of a Mandatory Conversion, the Mandatory Conversion Date.

(q) “**Conversion Price**” shall mean, at any time, \$1,000 *divided* by the Conversion Rate in effect at such time.

(r) “**Conversion Rate**” per share of Convertible Preferred Stock shall mean 152.2476 shares of Common Stock, subject to adjustment as set forth herein.

(s) “**Daily Conversion Value**” shall mean, for each of the 50 consecutive Trading Days during the Observation Period, 2% of the product of (a) the Conversion Rate on such Trading Day and (b) the Daily VWAP for such Trading Day.

(t) “**Daily Measurement Value**” shall mean the Specified Dollar Amount, *divided* by 50.

(u) “**Daily Settlement Amount,**” for each of the 50 consecutive Trading Days during the Observation Period, shall consist of:

(i) cash equal to the lesser of (x) the Daily Measurement Value and (y) the Daily Conversion Value; and

(ii) if the Daily Conversion Value exceeds the Daily Measurement Value, a number of shares of Common Stock equal to (x) the difference between the Daily Conversion Value and the Daily Measurement Value, divided by (y) the Daily VWAP for such Trading Day.

(v) “**Daily VWAP**” shall mean, for each relevant Trading Day, the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “COWN <equity> AQR” (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of the Common Stock on such Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The “**Daily VWAP**” shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

(w) “**Date of First Issuance**” shall have the meaning specified in Section 3(b).

(x) “**Depository**” or “**DTC**” shall mean The Depository Trust Company, or any successor depository.

(y) “**Distributed Property**” shall have the meaning specified in Section 13(c).

(z) “**Dividend Blocker Provisions**” shall have the meaning specified in Section 5(b).

(aa) “**Dividend Payment Date**” shall mean February 15, May 15, August 15 and November 15 of each year, commencing on August 15, 2015, or if any such date is not a Business Day, the next succeeding Business Day (and no interest on the relevant dividend payment will accrue in respect of any resulting delay in the payment of such dividend); *provided*, that if such Business Day falls in the next succeeding calendar month, the Dividend Payment Date shall be brought forward to the immediately preceding Business Day.

(bb) “**Dividend Period**” shall mean the period from, and including, each Dividend Payment Date to, but excluding, the next succeeding Dividend Payment Date, except for the

initial “**Dividend Period**,” which shall be the period from, and including, the Date of First Issuance to, but excluding, August 15, 2015.

(cc) “**Dividend Rate**” shall mean the rate *per annum* of 5.625% of the Liquidation Preference per share of Convertible Preferred Stock, subject to increase pursuant to Section 3(g) and Section 3(h).

(dd) “**Effective Date**” shall have the meaning specified in Section 12(b), except that, as used in Section 13, “Effective Date” shall mean the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, reflecting the relevant share split or share combination, as applicable.

(ee) “**Ex-Dividend Date**” shall mean the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Company or, if applicable, from the seller of the Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

(ff) “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

(gg) A “**Fundamental Change**” shall be deemed to have occurred at the time that any of the following occurs:

(i) a “person” or “group” within the meaning of Section 13(d) of the Exchange Act, other than the Company, its Subsidiaries and the Company’s or its Subsidiaries’ employee benefit plans, has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Company’s Common Equity representing more than 50% of the voting power of the Company’s Common Equity;

(ii) the consummation of (A) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination) as a result of which the Common Stock converted into cash, securities or other property; (B) any share exchange, consolidation or merger of the Company pursuant to which the Common Stock will be converted into cash, securities or other property or assets; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one of the Company’s Subsidiaries;

(iii) Continuing Directors cease to constitute at least a majority of the Company’s board of directors;

(iv) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; or

(v) the Common Stock (or other common stock underlying the Convertible Preferred Stock) ceases to be listed or quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors);

provided, however, that a transaction or transactions described in clause (i) or (ii) above shall not constitute a Fundamental Change, if at least 90% of the consideration received or to be received by the holders of the Common Stock, excluding cash payments for fractional shares and cash payments pursuant to dissenters' appraisal rights, in connection with such transaction or transactions consists of shares of common equity that are listed or quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors), or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions the Convertible Preferred Stock becomes convertible into such consideration, excluding cash payments for fractional shares and cash payments pursuant to dissenters' appraisal rights, subject to Section 11(d).

(hh) "**Fundamental Change Company Notice**" shall have the meaning specified in Section 12(e).

(ii) "**Fundamental Change Conversion Deadline**" shall have the meaning specified in Section 12(a).

(jj) "**Fundamental Change Conversion Right**" shall have the meaning specified in Section 12(a).

(kk) "**Fundamental Change Make-Whole Premium**" shall have the meaning specified in Section 12(a).

(ll) "**Global Preferred Share**" shall have the meaning specified in Section 17(a).

(mm) "**Global Shares Legend**" shall have the meaning specified in Section 17(a).

(nn) "**Last Reported Sale Price**" of the Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) of the Common Stock on such date as reported in composite transactions for the principal United States national or regional securities exchange on which the Common Stock is traded or, if the Common Stock is not listed for trading on a United States national or regional securities exchange on the relevant date, the "**Last Reported Sale Price**" shall be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. In the absence of such a quotation, the "**Last Reported Sale Price**" shall be the average of the mid-points of the last bid and ask prices for the Common Stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Company for this purpose.

(oo) “**Liquidation Preference**” shall have the meaning specified in Section 7(a).

(pp) “**Market Disruption Event**” shall mean (i) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

(qq) “**Mandatory Conversion**” shall have the meaning specified in Section 9(a).

(rr) “**Mandatory Conversion Date**” shall have the meaning specified in Section 9(b).

(ss) “**Observation Period**” shall mean, with respect to any Convertible Preferred Stock being converted, the 50 consecutive day Trading Day period beginning on, and including, the third Trading Day immediately following the relevant Conversion Date.

(tt) “**Offering Memorandum**” means the preliminary offering memorandum dated May 13, 2015, as supplemented by the pricing term sheet dated May 13, 2015, in each case, relating to the offering and sale of the Convertible Preferred Stock.

(uu) “**Officer**” shall mean the Chairman of the Board of Directors, the President, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company.

(vv) “**open of business**” shall mean 9:00 a.m. (New York City time).

(ww) “**Outstanding**” shall mean, when used with respect to Convertible Preferred Stock, as of any date of determination, all Convertible Preferred Stock theretofore issued under this Certificate of Designations, except (i) shares of Convertible Preferred Stock (x) that have been converted pursuant to Section 9, Section 11(a) or Section 12, (y) as to which any Common Stock deliverable, and/or any cash, securities or other properties or assets deliverable or payable, upon such conversion has been delivered or paid, as the case may be, pursuant to Section 11(d), and (z) that are required to be cancelled pursuant to Section 6, and (ii) shares of Convertible Preferred Stock that have been repurchased or otherwise acquired by the Company; *provided, however*, that, in determining whether the holders of Convertible Preferred Stock have given any request, demand, authorization, direction, notice, consent or waiver or taken any other action hereunder, Convertible Preferred Stock owned by the Company or its Affiliates shall be deemed not to be Outstanding, except that, in determining whether the Registrar shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, waiver or other action, only Convertible Preferred Stock which the Registrar has actual knowledge of being so owned shall be so disregarded.

(xx) “**Paying Agent**” shall have the meaning specified in Section 18(a).

(yy) “**Person**” shall mean any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

(zz) “**Physical Settlement**” shall have the meaning specified in Section 11(d)(i).

(ll) “**Preferred Dividend Default**” shall have the meaning specified in Section 4(c).

(aaa) “**Preferred Stock Director**” shall have the meaning specified in Section 4(c).

(bbb) “**Record Date**” shall mean (i) with respect to a dividend payable on the Convertible Preferred Stock (a) on any Dividend Payment Date, the first day of the month in which such Dividend Payment Date falls, or (b) on any other date, a date designated by the Board of Directors as the record date for the payment of such dividend that is not more than 30 nor less than 10 calendar days immediately preceding such payment date and (ii) solely for the purpose of Section 13, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock (or other applicable security) have the right to receive any cash, securities or other property or in which the Common Stock (or such other security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock (or such other security) entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors, statute, contract or otherwise).

(ccc) “**Reference Price**” shall have the meaning specified in Section 12(d).

(ddd) “**Reference Property**” shall have the meaning specified in Section 8(a).

(eee) “**Registrar**” shall have the meaning specified in Section 15.

(fff) “**Resale Restriction Termination Date**” shall have the meaning specified in Section 17(c).

(ggg) “**Restricted Securities**” shall have the meaning specified in Section 17(c).

(hhh) “**Rule 144**” shall mean Rule 144 as promulgated under the Securities Act.

(iii) “**Scheduled Trading Day**” shall mean any day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, “**Scheduled Trading Day**” shall mean a Business Day.

(jjj) “**SEC**” or “**Commission**” shall mean the Securities and Exchange Commission.

(kkk) “**Securities Act**” shall mean the Securities Act of 1933, as amended.

(lll) “**Settlement Amount**” shall have the meaning specified in Section 11(d)(iv).

(mmm) “**Settlement Method**” shall have the meaning specified in Section 11(d)(i).

(nnn) “**Settlement Notice**” shall have the meaning specified in Section 11(d)(iii).

(ooo) “**Share Cap**” shall mean, initially, 183.4825 shares of Common Stock per share of Convertible Preferred Stock; *provided that* if, as of the tenth Business Day following the 30th calendar day following May 13, 2015, the full number of additional shares of Convertible Preferred Stock issuable at the initial purchasers’ option under the Purchase Agreement, dated May 13, 2015, among such initial purchasers and the Company, for the Convertible Preferred Stock have not been issued, the “**Share Cap**” shall be automatically increased to be a number of shares equal to (i) 22,155,522 *divided by* (ii) the sum of 105,000 and the aggregate number of shares of Convertible Preferred Stock that have been issued pursuant to such option on or before such day, rounded down to the nearest 1/10,000th of a share; *provided further* that the “**Share Cap**” shall be adjusted at the same time, and in the same manner, as the Conversion Rate is adjusted, as set forth in Section 13, rounded down to the nearest 1/10,000th of a share.

(ppp) “**Share Exchange Transaction**” shall have the meaning specified in Section 8(a).

(qqq) “**Specified Dollar Amount**” shall mean, with respect to any converted shares of Convertible Preferred Stock as to which Combination Settlement applies, the maximum cash amount per share of Convertible Preferred Stock to be received upon conversion as specified (or deemed specified) in the relevant Settlement Notice, if any.

(rrr) “**Spin-Off**” shall have the meaning specified in Section 13(c).

(sss) “**Stock Price**” shall have the meaning specified in Section 12(b).

(ttt) “**Subsidiary**” shall mean, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person.

(uuu) “**Trading Day**” shall mean, other than for the purpose of determining amounts due upon conversion of the Convertible Preferred Stock, a day during which trading in the Common Stock generally occurs on The NASDAQ Global Select Market or, if the Common Stock is not listed on The NASDAQ Global Select Market, on the principal other national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not listed on a national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading; *provided that* if the Common Stock is not so listed or admitted for trading, “**Trading Day**” shall mean a Business Day. For purposes of determining amounts due upon conversion of the Convertible Preferred Stock only, “**Trading Day**” shall mean a day on which (i) there is no Market Disruption Event and (ii) trading in the Common Stock generally occurs on The NASDAQ Global Select Market or, if the Common

Stock is not then listed on The NASDAQ Global Select Market, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading; *provided* that if the Common Stock is not so listed or admitted for trading, “**Trading Day**” shall mean a Business Day.

(vvv) “**Transfer Agent**” shall have the meaning specified in Section 15.

(www) “**Trigger Event**” shall have the meaning specified in Section 13(c).

(xxx) “**unit of Reference Property**” shall have the meaning specified in Section 8(a).

(yyy) “**Valuation Period**” shall have the meaning specified in Section 13(c).

Section 3. *Dividends and Distributions.*

(a) Holders of Convertible Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Company out of funds legally available for the payment of dividends, cumulative cash dividends on each share of Convertible Preferred Stock at the Dividend Rate. The Dividend Rate shall be increased in the circumstances described in Section 3(g) and Section 3(h) below.

(b) Dividends on the Convertible Preferred Stock shall accumulate from the first date of original issuance of the Convertible Preferred Stock (the “**Date of First Issuance**”), or if dividends have been paid on the Convertible Preferred Stock thereafter, from the most recent Dividend Payment Date. If declared by the Board of Directors, the Company shall pay dividends on the Convertible Preferred Stock quarterly in arrears on each Dividend Payment Date. Any accumulated and unpaid dividends for past Dividend Periods may be declared and paid at any time to holders of record on a Record Date determined in accordance with clause (i)(b) of the definition thereof. The Company will deliver at least ten Business Days’ advance written notice of any such Record Date to holders of the Convertible Preferred Stock.

(c) The Company shall not be obligated to and shall not pay holders of the Convertible Preferred Stock any interest or sum of money in lieu of interest if dividends are not declared with respect to any Dividend Period.

(d) The amount of dividends payable on the Convertible Preferred Stock shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Dollar amounts resulting from that calculation shall be rounded to the nearest cent, with one-half cent being rounded upward. Holders of Convertible Preferred Stock shall not be entitled to any dividends in excess of the full cumulative dividends on the Convertible Preferred Stock, as herein provided.

(e) When dividends are to be paid but not in full by the Company (or a sum sufficient to pay them in full is not set apart by the Company) on the Convertible Preferred Stock and any other class or series of Capital Stock ranking, as to dividends, on parity with the Convertible

Preferred Stock, the Company, out of funds legally available therefor, shall declare any dividends on the Convertible Preferred Stock and such other class or series of Capital Stock ranking, as to dividends, on parity with the Convertible Preferred Stock *pro rata*, so that the amount of dividends so declared per share of Convertible Preferred Stock and such other class or series of Capital Stock shall in all cases bear to each other the same ratio that accumulated and unpaid dividends per share on the Convertible Preferred Stock and such other class or series of Capital Stock (which shall not include any accumulation in respect of unpaid dividends on such other class or series of Capital Stock for prior Dividend Periods if such other class or series of Capital Stock does not have a cumulative dividend) bear to each other.

(f) Dividends on the Convertible Preferred Stock shall accumulate whether or not (i) the Company has earnings; (ii) there are funds legally available for the payment of those dividends; or (iii) those dividends are authorized or declared.

(g) If, at any time during the six-month period beginning on, and including, the date that is six months after the last date of original issuance of the Convertible Preferred Stock, the Company fails to timely file any report that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (other than reports on Form 8-K), or shares of the Convertible Preferred Stock are not otherwise freely tradable by holders other than the Company's Affiliates or holders that were the Company's Affiliates at any time during the three months immediately preceding (as a result of restrictions pursuant to U.S. securities laws or the terms of the Convertible Preferred Stock or this Certificate of Designations), the *per annum* Dividend Rate on the Convertible Preferred Stock shall increase by 0.50% until the earlier of (i) the 370th day after the last date of original issuance of the Convertible Preferred Stock and (ii) the date on which such failure to file has been cured (if applicable) and the Convertible Preferred Stock is so freely tradable.

(h) Further, if, and for so long as:

(i) the restrictive legend contemplated by Section 17(c) on the Convertible Preferred Stock has not been removed,

(ii) the Convertible Preferred Stock is assigned a restricted CUSIP number, or

(iii) the Convertible Preferred Stock is not otherwise freely tradable by holders other than the Company's Affiliates or holders that were the Company's Affiliates at any time during the three months immediately preceding (without restrictions pursuant to U.S. securities laws or the terms of the Convertible Preferred Stock or this Certificate of Designations),

as of the 370th day after the last date of original issuance of the Convertible Preferred Stock, the *per annum* Dividend Rate on the Convertible Preferred Stock shall be increased by 0.50% until the restrictive legend is removed, the Convertible Preferred Stock is assigned an unrestricted CUSIP number and the Convertible Preferred Stock is freely tradable as described above.

(i) Any additional dividend amounts paid pursuant to clause (g) or (h) above shall be payable at the times and in the manner provided for the payment of regular dividend amounts in this Section 3. Unless the context otherwise requires, any reference to dividends in this Certificate of Designations shall be deemed to include additional dividend amounts if, in such context, additional dividend amounts are, were or would be payable pursuant to either clause (g) or (h) above. Unless the context otherwise requires, any express mention of additional dividends in any provision hereof shall not be construed as excluding additional dividends in those provisions hereof where such express mention is not made.

Section 4. *Voting Rights; Amendments.*

(a) The holders of record of shares of the Convertible Preferred Stock shall not be entitled to any voting rights, except as hereinafter provided in this Section 4, as otherwise required by the Restated Certificate and as otherwise required by Delaware law (including Section 242(b)(2) of the Delaware General Corporation Law). Subject to the provisions of Section 4(b) and Section 4(c) below, in matters where holders of the Convertible Preferred Stock are entitled to vote as a single class, each share of the Convertible Preferred Stock shall be entitled to one vote.

(b) So long as any shares of Convertible Preferred Stock remain Outstanding, the consent or affirmative vote of holders of at least two-thirds of the Outstanding shares of Convertible Preferred Stock together with each other class or series of Preferred Stock ranking on parity (as to dividend rights and rights upon liquidation, dissolution or winding-up of the Company) with the Convertible Preferred Stock and upon which equivalent voting rights have been conferred and are exercisable, voting together as a single class (and with voting rights allocated *pro rata* based on the Liquidation Preference of the Convertible Preferred Stock and the liquidation preference of each such other class or series of Preferred Stock), in person or by proxy, at an annual meeting of the Company's shareholders or at a special meeting called for the purpose, or by written consent in lieu of such a meeting, shall be required:

(i) to authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of stock ranking senior to the Convertible Preferred Stock with respect to the payment of dividends, or the distribution of assets upon the liquidation, dissolution or winding-up of the Company's affairs, or reclassify any of the authorized Capital Stock of the Company into any such shares, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such shares; or

(ii) to amend, alter or repeal the provisions of the Restated Certificate, whether by merger, consolidation or otherwise, so as to adversely affect any right, preference, privilege or voting power of the Convertible Preferred Stock.

For the avoidance of doubt, (x) no change shall be made to the terms of the Convertible Preferred Stock except under the limited circumstances as set forth in this Certificate of Designations and (y) any amendment or alteration to the terms of the Convertible Preferred Stock made pursuant to Section 8 in connection with any Share Exchange Transaction shall not

be deemed to adversely affect any right, preference, privilege or voting power of the Convertible Preferred Stock for purposes of clause (ii) above.

Holders of shares of the Convertible Preferred Stock shall not be entitled to vote with respect to any increase in the total number of authorized shares of Common Stock or Preferred Stock, the creation or issuance of any other class or series of Capital Stock, or any increase in the number of authorized shares of any other class or series of Capital Stock, in each case, ranking on parity with or junior to the Convertible Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up, except as set forth above. Holders of shares of the Convertible Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of shares of the Convertible Preferred Stock is not required for, the taking of any corporate action, including any merger or consolidation, involving the Company or a sale of all or substantially all of the Company's property or assets, regardless of the effect that such merger, consolidation or sale may have upon the powers, preferences, voting power or other rights or privileges of the Convertible Preferred Stock, except as set forth above.

(c) If at any time dividends on the Convertible Preferred Stock are in arrears and unpaid for at least six or more Dividend Periods (including, for the avoidance of doubt, the Dividend Period beginning on, and including, the Date of First Issuance and ending on, but excluding August 15, 2015), whether or not consecutive (a "**Preferred Dividend Default**"), holders of shares of Convertible Preferred Stock (voting together as a single class with the holders of all other classes or series of Preferred Stock upon which equivalent voting rights have been conferred and are exercisable (and with voting rights allocated *pro rata* based on the Liquidation Preference of the Convertible Preferred Stock and the liquidation preference of each such other class or series of Preferred Stock)) shall be entitled to vote for the election of two additional directors to serve on the Board of Directors (each, a "**Preferred Stock Director**"). In such a case, the number of directors serving on the Board of Directors shall be automatically increased by two.

(d) The election of Preferred Stock Directors upon a Preferred Dividend Default shall take place:

(i) at a special meeting, which shall be called by the Company at the written request of holders of at least 25% of the Outstanding shares of Convertible Preferred Stock together with any other class or series of Preferred Stock upon which equivalent voting rights have been conferred and are exercisable (and with voting rights allocated *pro rata* based on the Liquidation Preference of the Convertible Preferred Stock and the liquidation preference of each such other class or series of Preferred Stock), if this request is received more than 90 calendar days before the date fixed for the Company's next annual or special meeting of shareholders, or, if the Company receives the request for a special meeting within 90 calendar days before the date fixed for the Company's next annual or special meeting of shareholders, at such annual or special meeting of shareholders; and

(ii) each subsequent annual meeting (or special meeting held in its place for the election of directors) until the dividends on the Convertible Preferred Stock for all complete Dividend Periods prior to the date of payment plus the dividend for the then-current Dividend Period have been paid in full, or declared and a sum sufficient for such payment is cash is set aside for payment.

At any meeting held for the purpose of electing a Preferred Stock Director, the Preferred Stock Directors shall be elected by a majority of the votes cast by the shares entitled to participate in such election to serve until the next annual meeting of shareholders or special meeting held in its place, and each Preferred Stock Director will be elected to serve until his successor is duly elected and qualifies or until such Preferred Stock Director's right to hold the office terminates, whichever occurs earlier. Each Preferred Stock Director shall be entitled to one vote on any matter submitted for a vote by the Board of Directors.

(e) If and when all dividends on the Convertible Preferred Stock accumulated and unpaid shall have been paid in full, or declared and a sum sufficient for such payment in cash is set aside for payment, holders of shares of Convertible Preferred Stock shall be divested of the voting rights set forth in Section 4(c) (subject to re-vesting in the event of any subsequent Preferred Dividend Defaults) and the term of office of such Preferred Stock Directors so elected shall terminate and the entire Board of Directors shall be reduced accordingly.

(f) The Preferred Stock Directors shall agree, prior to their election to office, to resign upon any termination of the right of the holders of Convertible Preferred Stock and of the right of holders of any other class or series of Preferred Stock with equivalent voting rights to vote as a class for Preferred Stock Directors as herein provided, and upon such termination, the Preferred Stock Directors then in office shall automatically be deemed to have resigned and the number of directors serving on Board of Directors shall be reduced accordingly.

(g) To the fullest extent permitted by law, without the consent or approval of any holders of the Convertible Preferred Stock, the Company may amend or supplement this Certificate of Designations for one or more of the following purposes:

(iv) to cure any ambiguity, mistake, defect or inconsistency; or

(v) to conform the provisions of this Certificate of Designations to the "Description of the Convertible Preferred Stock" section of the Offering Memorandum.

Section 5. *Certain Restrictions.*

(a) So long as any shares of Convertible Preferred Stock remain Outstanding, unless all accumulated and unpaid dividends on the Convertible Preferred Stock for all prior Dividend Periods shall have been or contemporaneously are declared and paid in cash, or declared and a sum sufficient for the payment thereof in cash is set apart for payment, the Company shall not:

(iii) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either

as to dividend rights or rights upon liquidation, dissolution or winding-up of the Company) to the Convertible Preferred Stock, except dividends or distributions in the form of stock ranking junior to the Convertible Preferred Stock (as to dividend rights and rights upon liquidation, dissolution or winding-up of the Company) and cash solely in lieu of fractional shares in connection with any such dividend or distribution;

(iv) declare or pay dividends on or make any other distributions on any shares of stock ranking on parity (either as to dividend rights or rights upon liquidation, dissolution or winding-up of the Company) with the Convertible Preferred Stock, except dividends paid ratably on the Convertible Preferred Stock and all such parity stock pursuant to Section 3(e) and dividends or distributions in the form of stock ranking junior to the Convertible Preferred Stock (as to dividend rights and rights upon liquidation, dissolution or winding-up of the Company) and cash solely in lieu of fractional shares in connection with any such dividend or distribution;

(v) except as permitted in Section 5(a)(iv) below, redeem or purchase or otherwise acquire for consideration any stock ranking on parity (either as to dividend rights or rights upon liquidation, dissolution or winding-up of the Company) with the Convertible Preferred Stock; *provided* that the Company may at any time redeem, purchase or otherwise acquire shares of any such parity stock in exchange for any shares of any stock ranking junior (as to dividend rights and rights upon liquidation, dissolution or winding-up of the Company) to the Convertible Preferred Stock and any shares of stock ranking on parity as to dividend rights and rights upon liquidation, dissolution or winding-up of the Company (with the same or lesser aggregate liquidation preference) and cash solely in lieu of fractional shares in connection with any such redemption, purchase or other acquisition; and

(vi) purchase or otherwise acquire for consideration any shares of Convertible Preferred Stock, or any shares of stock ranking junior (as to dividend rights or rights upon liquidation, dissolution or winding up of the Company) to or on parity (as to dividend rights or rights upon liquidation, dissolution or winding up of the Company) with the Convertible Preferred Stock, except in accordance with a purchase offer for Convertible Preferred Stock and any other series or class of stock ranking on parity (as to dividend rights or rights upon the liquidation, dissolution or winding up of the Company) with the Convertible Preferred Stock that is made in writing or by publication to all holders of such shares; *provided* that such purchase offer is made (i) on a *pro rata* basis according to the Liquidation Preference of such shares of Convertible Preferred Stock and the liquidation preference of such shares of other parity stock held by each such holder and (ii) upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes; *provided further* that the Company may make payments in connection with the satisfaction of employees' tax withholding obligations pursuant to employee benefit plans or outstanding awards (and payment of any corresponding requisite amounts to the appropriate governmental authority).

(b) The Company shall not permit any Subsidiary of the Company to purchase or otherwise acquire for consideration any shares of stock of the Company unless the Company could, under Section 5(a), purchase or otherwise acquire such shares at such time and in such manner. The provisions in this clause (b) and in Section 5(a) above are referred to as the “**Dividend Blocker Provisions.**”

Section 6. *Reacquired Shares.*

Any shares of Convertible Preferred Stock purchased or otherwise acquired by the Company in any manner whatsoever, and any shares of Convertible Preferred Stock that have been converted in accordance herewith and for which the consideration required hereunder to be delivered upon conversion has been so delivered, shall be retired and cancelled promptly after the purchase, acquisition or conversion thereof and shall not be reissued as shares of Convertible Preferred Stock. The Company shall cause all such shares upon their cancellation to be authorized but unissued shares of Preferred Stock.

Section 7. *Liquidation, Dissolution or Winding-Up.*

(a) Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company’s affairs, before any distribution or payment of the Company’s assets (whether capital or surplus) shall be made to or set apart for the holders of shares of Common Stock or any other class or series of Capital Stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company’s affairs, junior to the Convertible Preferred Stock, holders of shares of the Convertible Preferred Stock shall be entitled to be paid out of the Company’s assets legally available for distribution to its shareholders, after payment of or provision for the Company’s debts and other liabilities and the liquidation preference of any stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company’s affairs, senior to the Convertible Preferred Stock, a liquidation preference of \$1,000 per share of Convertible Preferred Stock (the “**Liquidation Preference**”), plus an amount equal to all accumulated and unpaid dividends (whether or not authorized or declared) to, but excluding, the date of payment. If, upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the Company’s available assets are insufficient to pay the full amount of the liquidating distributions on all Outstanding shares of Convertible Preferred Stock and the corresponding amounts payable on all shares of each other class or series of Capital Stock ranking, as to rights upon voluntary or involuntary liquidation, dissolution or winding up, on parity with the Convertible Preferred Stock in the distribution of assets, then holders of shares of Convertible Preferred Stock and each such other class or series of Capital Stock ranking, as to rights upon voluntary or involuntary liquidation, dissolution or winding up, on parity with the Convertible Preferred Stock shall share ratably in any distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

(b) The Company shall instruct DTC to notify the holders of shares of Convertible Preferred Stock, or if the Convertible Preferred Stock is in certificated form, send a written notice by first class mail to each holder of record of the Convertible Preferred Stock at such holder’s registered address, of any event triggering the right to receive a distribution in

connection with any voluntary or involuntary liquidation, dissolution or winding-up of the Company's affairs.

(c) Neither the consolidation or merger of the Company with or into any other Person, nor the voluntary sale, lease, transfer or conveyance of all or substantially all of the Company's property or assets shall be deemed to constitute a liquidation, dissolution or winding-up of the Company's affairs.

(d) After payment of the Liquidation Preference and an amount equal to all accumulated and unpaid dividends to the date of payment has been made in full to the holders of the Convertible Preferred Stock, as provided in this Section 7, holders of shares of Common Stock and any other class or series of Capital Stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company's affairs, junior to the Convertible Preferred Stock shall, subject to the respective terms and provisions (if any) applying thereto, be entitled to receive any and all assets remaining to be paid or distributed, and the holders of Convertible Preferred Stock shall not be entitled to share therein.

Section 8. *Effect of Recapitalizations, Reclassifications and Changes of Common Stock.*

(a) In the case of:

(i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination);

(ii) any consolidation, merger or combination or similar transaction involving the Company; or

(iii) any sale, lease or other transfer to any other Person of the consolidated assets of the Company and its Subsidiaries substantially as an entirety;

in each case, as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities or other property or assets (including cash or any combination thereof) (any such transaction, a "**Share Exchange Transaction**"), then, at and after the effective time of the Share Exchange Transaction, the right to convert each share of Convertible Preferred Stock shall be changed into a right to convert each share of Convertible Preferred Stock into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Share Exchange Transaction would have owned or been entitled to receive (the "**Reference Property**" and the amount of Reference Property into which one share of Common Stock is convertible or exchangeable, a "**unit of Reference Property**") upon such Share Exchange Transaction; *provided, however*, that at and after the effective time of the Share Exchange Transaction, (i) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of the Convertible Preferred Stock pursuant to the provisions described in Section 11(d) and (ii) (a) any amount payable in cash upon conversion as set forth in Section 11(d) shall

continue to be payable in cash, (b) instead of the number of shares of Common Stock that the Company would have been required to deliver upon conversion of Convertible Preferred Stock in accordance with Section 11(d), the Company shall be required to deliver the amount and type of Reference Property that a holder of that number of shares of Common Stock would have received in such Share Exchange Transaction and (c) the Daily VWAP shall be calculated based on the value of a unit of Reference Property.

(b) If the Share Exchange Transaction causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of shareholder election), then for the purposes of this Section 8, the Reference Property into which the Convertible Preferred Stock shall be convertible shall be deemed to be (i) the weighted average of the types and amounts of consideration per share received by the holders of Common Stock that affirmatively make such an election or (ii) if no holders of Common Stock affirmatively make such an election, the types and amounts of consideration per share actually received by holders of Common Stock. The Company shall notify holders and the Conversion Agent of the weighted average as soon as practicable after such determination is made.

(c) The Company shall cause notice of the application of this Section 8 to be delivered to the Conversion Agent and each holder of the Convertible Preferred Stock at the address of such holder as it appears in the stock register within twenty (20) days after the occurrence of any Share Exchange Transaction and shall issue a press release containing such information and publish such information on its website. Failure to deliver such notice shall not affect the application of this Section 8.

(d) The provisions of this Section 8 shall similarly apply to successive Share Exchange Transactions.

(e) Upon the occurrence of a Share Exchange Transaction, the Company shall amend this Certificate of Designations (1) to provide for anti-dilution and other adjustments that are as nearly equivalent as possible to the adjustments provided for in Section 13, (2) in the case of any Share Exchange Transaction that results in the common equity of any Person other than the Company (or, for the avoidance of doubt, the Company's successor in such Share Exchange Transaction) being included as Reference Property, (a) by replacing references to "the Company" (and similar references) in the definitions of "Fundamental Change" and "Continuing Directors" with references to such other Person, (b) by replacing the reference to May 13, 2015 in the definition of "Continuing Directors" with a reference to the effective date of such Share Exchange Transaction (it being understood that the amendments set forth in sub-clauses (a) and (b) above shall not be deemed to prevent such Share Exchange Transaction from constituting a Fundamental Change) and (c) by amending the Dividend Blocker Provisions to apply to such other Person (in addition to the Company or the Company's successor) as if its equity securities were stock ranking junior to the Convertible Preferred Stock and (3) to include such additional provisions to protect the interests of the holders of Convertible Preferred Stock as the Board of Directors reasonably considers necessary by reason of the foregoing. The Company shall not

become party to any such Share Exchange Transaction unless its terms are consistent with this Section 8.

Section 9. *Mandatory Conversion.*

(a) At any time on or after May 20, 2020, the Company may issue a press release announcing the Company's election to cause all (but not less than all) Outstanding shares of the Convertible Preferred Stock to be automatically converted (a "**Mandatory Conversion**") into shares of Common Stock, cash or a combination of cash and shares of Common Stock, in each case, in accordance with Section 11(d) and to the fullest extent permitted by law, if the Last Reported Sale Price of the Common Stock equals or exceeds 150% of the then-current Conversion Price for at least 20 Trading Days (whether or not consecutive) in a period of 30 consecutive Trading Days (including on the last Trading Day of such period) ending on, and including, the Trading Day immediately preceding the Business Day on which the Company issues such press release.

(b) To exercise the Mandatory Conversion right set forth in clause (a) above, the Company shall issue a press release for publication on the Dow Jones News Service or Bloomberg Business News (or if either such service is not available, a similar broadly disseminated news or press release service selected by the Company in good faith) prior to the open of business on the first Trading Day immediately following any date on which the condition set forth in clause (a) above is met, announcing such Mandatory Conversion. The Company shall also give notice by mail or by publication (with subsequent prompt notice by mail) to the holders of the Convertible Preferred Stock on the same day as the press release announcing the Company's election to convert the Convertible Preferred Stock; *provided* that in the case of a Global Preferred Share, such notice shall be delivered in accordance with customary procedures of the Depository. In the case of a Mandatory Conversion, the Conversion Date shall be the date on which the Company issues such press release (the date of such issuance, the "**Mandatory Conversion Date**"), and, for the avoidance of doubt, all holders shall be deemed "converting holders" for purposes hereof.

(c) In addition to any information required by applicable law or regulation, the press release and notice of a Mandatory Conversion pursuant to Section 9(b) shall state, as appropriate: (i) the Mandatory Conversion Date; (ii) the Conversion Rate and the Settlement Method by which the Company has elected to satisfy the Company's conversion obligation in respect of the Mandatory Conversion (and, if the applicable Settlement Method is Combination Settlement, the applicable Specified Dollar Amount) and, if applicable, the first Trading Day of the applicable Observation Period; and (iii) that dividends on the shares of Convertible Preferred Stock to be converted shall cease to accumulate on the Mandatory Conversion Date.

(d) On and after the Mandatory Conversion Date, dividends shall cease to accumulate on the Convertible Preferred Stock called for a Mandatory Conversion and all rights of holders of such Convertible Preferred Stock shall terminate, except for the right to receive the shares of Common Stock and/or cash deliverable upon conversion thereof and, if the Mandatory Conversion Date occurs following a Record Date and prior to the related Dividend Payment

Date, the right of the holder of record on such Record Date to receive the full dividend payable on the related Dividend Payment Date.

(e) The Company may not authorize, issue a press release or give notice of any Mandatory Conversion nor mandatorily convert the Convertible Preferred Stock pursuant to this Section 9 unless, prior to giving the conversion notice, (i) all accumulated and unpaid dividends on the Convertible Preferred Stock (whether or not declared) for Dividend Periods ended prior to the date of such conversion notice shall have been paid and (ii) if the Mandatory Conversion Date occurs following a Record Date and prior to the related Dividend Payment Date, a dividend for the related Dividend Period has been declared and sufficient funds have been set aside for payment of such dividend.

Section 10. *Ranking.* The Convertible Preferred Stock shall, with respect to dividend rights and rights upon liquidation, dissolution or winding-up of the Company, rank:

(a) senior to all classes or series of common stock of the Company and to any other class or series of Capital Stock of the Company, the terms of which expressly provide that such class or series ranks junior to the Convertible Preferred Stock with respect to payment of dividends or the distribution of assets upon the liquidation, dissolution or winding-up of the Company's affairs;

(b) on parity with any other class or series of Capital Stock of the Company, the terms of which expressly provide that such class or series ranks on parity with the Convertible Preferred Stock with respect to payment of dividends and the distribution of assets upon the liquidation, dissolution or winding-up of the Company's affairs; and

(c) junior to any other class or series of Capital Stock of the Company, the terms of which expressly provide that such class or series ranks senior to the Convertible Preferred Stock with respect to payment of dividends and the distribution of assets upon the liquidation, dissolution or winding-up of the Company's affairs.

Section 11. *Conversion.*

(a) *Right to Convert.* Holders of shares of Convertible Preferred Stock, at their option, shall have the right, at any time and from time to time, to convert all or any whole number of their shares of Convertible Preferred Stock into cash, shares of Common Stock or a combination thereof in accordance with, and subject to, this Section 11.

(b) *Conversion Procedures.* Conversion of shares of the Convertible Preferred Stock may be effected by any holder thereof (i) if such holder's shares of Convertible Preferred Stock are in certificated form, upon the surrender to the Company, at the principal office of the Company or at the office of the Conversion Agent, as may be designated by the Board of Directors, of the certificate or certificates, if any, for such shares of the Convertible Preferred Stock to be converted accompanied by a complete and duly executed Notice of Conversion (as set forth in the form of Convertible Preferred Stock certificate set forth in Exhibit A), which shall specify the name or names in which the holder of shares of Convertible Preferred Stock wishes

the shares (if any) of Common Stock issuable upon a conversion to be issued, along with (x) appropriate endorsements and transfer documents as required by the Registrar or Conversion Agent and (y) if required pursuant to Section 11(c), funds equal to the dividend payable on the next Dividend Payment Date or (ii) if such holder's shares of Convertible Preferred Stock are in the form of Global Preferred Shares, by (x) complying with the procedures of the Depositary in effect at that time and (y) if required pursuant to Section 11(c), paying funds equal to the dividend payable on the next Dividend Payment Date. In case such Notice of Conversion shall specify a name or names other than that of such holder, such notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in such name or names. Other than such transfer taxes, the Company shall pay any documentary, stamp or similar issue or transfer taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of the Convertible Preferred Stock pursuant hereto. On and after the Conversion Date for any Convertible Preferred Stock surrendered for conversion, dividends shall cease to accumulate on such Convertible Preferred Stock and all rights of holders of such Convertible Preferred Stock shall terminate, except for the right to receive the shares of Common Stock, cash or a combination thereof deliverable upon conversion thereof and, if the Conversion Date occurs following a Record Date and prior to the related Dividend Payment Date for a dividend that has been declared, the right of the holder of record on such Record Date to receive the full dividend payable on the related Dividend Payment Date, subject to Section 11(c).

(c) *Dividend and Other Payments Upon Conversion.*

(i) Upon settlement of a conversion of Convertible Preferred Stock, subject to clause (ii) below, a holder shall not receive cash payment of accumulated and unpaid dividends and the Company shall not make any payments in respect of or adjust the Conversion Rate to account for accumulated and unpaid dividends.

(ii) For the avoidance of doubt, a holder of shares of Convertible Preferred Stock at the close of business on the Record Date for the payment of a declared dividend shall receive that dividend on the related Dividend Payment Date notwithstanding a conversion of the Convertible Preferred Stock following the close of business on such Record Date. Notwithstanding the foregoing, shares of the Convertible Preferred Stock that are converted after the close of business on any Record Date for the payment of declared dividends and before the opening of business on the Dividend Payment Date relating to that Record Date, other than in the case of (x) a conversion in connection with a Fundamental Change or (y) a Mandatory Conversion, must be accompanied by a payment to the Company in cash of an amount equal to the dividend payable in respect of those shares for the Dividend Period in which such shares are converted.

(d) *Settlement upon Conversion.*

(i) Subject to Section 8 and Section 12, upon conversion of any Convertible Preferred Stock, the Company shall pay or deliver, as the case may be, to the converting holder, in respect of each share of Convertible Preferred Stock being converted, cash ("**Cash Settlement**"), shares of Common Stock, together with cash, if applicable, in lieu

of delivering any fractional share of Common Stock in accordance with Section 11(e) (“**Physical Settlement**”) or a combination of cash and shares of Common Stock, together with cash, if applicable, in lieu of delivering any fractional share of Common Stock in accordance with Section 11(e) (“**Combination Settlement**”) and each of Cash Settlement, Physical Settlement and Combination Settlement, a “**Settlement Method**”), at its election, as set forth in this Section 11(d). The Company agrees to comply with all applicable rules of The NASDAQ Global Select Market in connection with any conversion of Convertible Preferred Stock. To the extent that the Company does not have lawfully available funds to satisfy its conversion obligations exclusively in cash, the Company shall elect Physical Settlement or, to the extent that the Company has sufficient lawfully available funds therefor, Combination Settlement with a Specified Dollar Amount that, in the aggregate for all shares of Convertible Preferred Stock that have been converted, will not exceed the amount of funds that the Company has lawfully available for such purpose.

(ii) The Company shall use the same Settlement Method for all conversions with the same Conversion Date, but the Company shall not have any obligation to use the same Settlement Method with respect to conversions with different Conversion Dates, except that the Company shall use the same Settlement Method for all conversions in connection with a Fundamental Change.

(iii) If, in respect of any Conversion Date, the Company elects a Settlement Method, the Company shall (x) deliver notice thereof to holders so converting no later than the close of business on the Trading Day immediately following the relevant Conversion Date or (y) in the case of a Mandatory Conversion or a conversion in connection with a Fundamental Change, the Company shall so notify all holders in the notice the Company is required to deliver to holders of such Mandatory Conversion pursuant to Section 9(b) or in the Fundamental Change Company Notice, as the case may be (any such notice specified in sub-clause (x) or (y) above, a “**Settlement Notice**”). If the Company does not timely elect a Settlement Method in accordance with the immediately preceding sentence, the Company shall no longer have the right to elect Cash Settlement or Physical Settlement and the Company shall be deemed to have elected Combination Settlement in respect of its conversion obligation, and the Specified Dollar Amount per share of Convertible Preferred Stock shall be equal to \$1,000. If the Company timely delivers a Settlement Notice electing Combination Settlement in respect of its conversion obligation but does not indicate a Specified Dollar Amount per share of Convertible Preferred Stock in such Settlement Notice, the Specified Dollar Amount per share of Convertible Preferred Stock shall be deemed to be \$1,000.

(iv) The cash, shares of Common Stock or combination of cash and shares of Common Stock in respect of any conversion of the Convertible Preferred Stock (the “**Settlement Amount**”) shall be computed as follows:

(A) if the Company elects Physical Settlement, the Company shall deliver to the converting holder in respect of each share of Convertible Preferred

Stock being converted a number of shares of Common Stock equal to the Conversion Rate in effect on the Conversion Date;

(B) if the Company elects Cash Settlement, the Company shall pay to the converting holder in respect of each share of Convertible Preferred Stock being converted cash in an amount equal to the sum of the Daily Conversion Values for each of the 50 consecutive Trading Days during the related Observation Period; and

(C) if the Company elects (or is deemed to have elected) Combination Settlement, the Company shall pay or deliver, as the case may be, to the converting holder in respect of each share of Convertible Preferred Stock being converted, a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 50 consecutive Trading Days during the related Observation Period.

(v) The Company shall deliver the Settlement Amount due in respect of conversion of any Convertible Preferred Stock (x) on the third Business Day immediately following the relevant Conversion Date, if (a) the Company elects Physical Settlement or (b) a transaction of the type described in clause (ii) of the definition of Fundamental Change has occurred in which all holders of Common Stock receive solely cash in consideration for their shares of Common Stock, or (y) on the third Business Day immediately following the last Trading Day of the relevant Observation Period in any other case.

(vi) Each conversion will be deemed to have been effected as to any converted shares of Convertible Preferred Stock on the relevant Conversion Date; *provided, however*, that the person in whose name any shares of the Common Stock shall be issuable upon such conversion will become the holder of record of such shares as of the close of business on the Conversion Date (in the case of Physical Settlement) or the last Trading Day of the relevant Observation Period (in the case of Combination Settlement).

(e) *Fractional Shares.* Notwithstanding anything to the contrary herein, the Company shall not issue any fractional share of Common Stock upon conversion of any shares of the Convertible Preferred Stock and shall instead pay cash in lieu of delivering any fractional share of Common Stock upon conversion based on the Daily VWAP for the relevant Conversion Date (in the case of Physical Settlement) or based on the Daily VWAP for the last Trading Day of the relevant Observation Period (in the case of Combination Settlement).

(f) *Total Shares.* If more than one share of Convertible Preferred Stock held by the same holder is converted at the same time, the number of whole shares of Common Stock (if any) issuable on conversion of those shares of Convertible Preferred Stock shall be computed on the basis of the total number of shares of Convertible Preferred Stock so converted.

(g) *Reservation of Shares; Shares to be Fully Paid; Compliance with Governmental Requirements; Listing of Common Stock.* The Company shall:

(i) at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued shares of Common Stock, for issuance upon the conversion of shares of the Convertible Preferred Stock, a number of such authorized but unissued shares of Common Stock as shall from time to time be sufficient to permit the conversion of all Outstanding shares of the Convertible Preferred Stock, including the delivery of any Fundamental Change Make-Whole Premium (assuming, for such purposes, that Physical Settlement is applicable to all conversions);

(ii) prior to the delivery of any securities that the Company shall be obligated to deliver upon conversion of the Convertible Preferred Stock, comply with all applicable federal and state laws and regulations (including, without limitation, the registration or approval, if required, of any shares of Common Stock to be provided for the purpose of conversion of the Convertible Preferred Stock hereunder); and

(iii) ensure that all shares of Common Stock delivered upon conversion of the Convertible Preferred Stock (if any) will, upon delivery, be duly and validly issued, fully paid and non-assessable, free of all liens and charges and not subject to any preemptive rights.

Section 12. *Fundamental Change Conversions.*

(a) If (i) a holder of Convertible Preferred Stock elects to convert shares of Convertible Preferred Stock in connection with a Fundamental Change and (ii) the Stock Price is less than or equal to \$25.00 per share (subject to adjustment, pursuant to clause (c) below, in the same manner and at the same time as the Stock Prices in the table in clause (d) below), the Conversion Rate shall be increased by a number of additional shares of Common Stock determined as set forth in clause (d) below (such additional shares, if any, the “**Fundamental Change Make-Whole Premium**”), subject, for the avoidance of doubt, to the Share Cap. The right of a holder to convert its Convertible Preferred Stock in connection with a Fundamental Change and receive the Fundamental Change Make-Whole Premium (if any) is referred to as the “**Fundamental Change Conversion Right**.” A conversion of Convertible Preferred Stock shall be deemed for purposes of this Section 12 to be “in connection with” a Fundamental Change if the Conversion Date occurs from, and including, the Effective Date of such Fundamental Change to, and including, the date specified by the Company in the Fundamental Change Company Notice as the last date on which a holder of Convertible Preferred Stock may exercise the Fundamental Change Conversion Right for such Fundamental Change, which shall be a date no less than 20 Business Days nor more than 35 Business Days after the Effective Date of such Fundamental Change (such date, the “**Fundamental Change Conversion Deadline**”). The Convertible Preferred Stock as to which the Fundamental Change Conversion Right has been properly exercised shall be converted into shares of the Common Stock, cash or a combination of cash and shares of the Common Stock, at the Company’s election, in accordance with Section 11(d). To the extent that the Company has funds lawfully available for such purpose, the Company shall pay all accumulated and unpaid dividends on the Convertible Preferred Stock on or before the first date on which the Fundamental Change Conversion Right may be exercised.

(b) The Fundamental Change Make-Whole Premium, if any, shall be determined pursuant to clause (d) below, subject, for the avoidance of doubt, to the Share Cap, and shall be based on the date on which the Fundamental Change occurs or becomes effective (the “**Effective Date**”) and the price (the “**Stock Price**”) paid or deemed to be paid per share of the Common Stock in the Fundamental Change. If holders of the Common Stock receive in exchange for their Common Stock only cash in a Fundamental Change described in clause (ii) of the definition of Fundamental Change, the Stock Price shall be the cash amount paid per share of the Common Stock. In all other cases, the Stock Price shall be the average of the Last Reported Sale Prices of the Common Stock for the five consecutive Trading Days immediately prior to, but not including, the Effective Date of the Fundamental Change.

(c) The Stock Prices set forth in the first row of the table (i.e., the column headings) in clause (d) below shall be adjusted as of any date on which the Conversion Rate is adjusted pursuant to Section 13. The adjusted Stock Prices shall equal the Stock Prices immediately prior to such adjustment, *multiplied by* a fraction, the numerator of which is the Conversion Rate immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Conversion Rate as so adjusted. In addition, the Fundamental Change Make-Whole Premiums set forth in the table shall be subject to adjustment at the same time and in the same manner as the Conversion Rate as set forth in Section 13; *provided* that the Fundamental Change Make-Whole Premiums, as adjusted, shall be rounded down to the nearest 1/10,000th of a share.

(d) The following table sets forth the Fundamental Change Make-Whole Premium that, subject to the Share Cap, shall be added to the Conversion Rate for each share of Convertible Preferred Stock that is converted in connection with a Fundamental Change as set forth in this Section 12 for each Stock Price and Effective Date set forth below, in the event that the Stock Price in the Fundamental Change is greater than or equal to \$5.59 per share (as adjusted at the same time, and in a manner inverse to, any adjustment to the Conversion Rate pursuant to Section 13) (the “**Reference Price**”).

Effective Date	Stock Price										
	<u>\$5.59</u>	<u>\$6.00</u>	<u>\$6.57</u>	<u>\$7.00</u>	<u>\$8.00</u>	<u>\$9.00</u>	<u>\$10.00</u>	<u>\$12.50</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$25.00</u>
May 19, 2015	26.6432	24.3286	20.9812	18.6795	14.5110	11.4710	9.1619	5.2492	2.9661	0.7087	0.0000
May 15, 2016	26.6432	23.0407	19.6666	17.3891	13.3544	10.4985	8.3776	4.8527	2.7782	0.6776	0.0000
May 15, 2017	26.6432	21.6862	18.1796	15.8543	11.8480	9.1473	7.2336	4.2108	2.4495	0.6090	0.0000
May 15, 2018	26.6432	20.6221	16.8236	14.3228	10.0980	7.4203	5.6803	3.2561	1.9356	0.4975	0.0000
May 15, 2019	26.6432	20.0916	15.9180	13.1000	8.2165	5.2292	3.5488	1.8583	1.1407	0.3123	0.0000
May 15, 2020 and thereafter	26.6432	20.0634	15.7880	12.8178	7.1903	2.9043	0.0000	0.0000	0.0000	0.0000	0.0000

In the event that the Stock Price in the Fundamental Change is less than the Reference Price, the Fundamental Change Make-Whole Premium that will be added to the Conversion Rate per share of Convertible Preferred Stock that is converted in connection with a Fundamental Change will be equal to (i) the lesser of (a) \$1,000 *divided by* the Stock Price in such Fundamental Change and (b) the Share Cap in effect on the relevant conversion settlement date, *less* (ii) the then-current Conversion Rate.

Notwithstanding the foregoing, in no event shall the number of shares of Common Stock issuable upon conversion per share of Convertible Preferred Stock exceed the Share Cap in effect on the relevant conversion settlement date.

The exact Stock Price and/or Effective Date may not be set forth on the table above, in which case:

(i) if the Stock Price is between two Stock Prices on the table or the Effective Date is between two Effective Dates on the table, the Fundamental Change Make-Whole Premium shall be determined by a straight-line interpolation between the Fundamental Change Make-Whole Premiums set forth for the higher and lower Stock Prices or the earlier and later Effective Dates based on a 365-day year, as applicable; and

(ii) if the Stock Price is greater than \$25.00 per share (subject to adjustment at the same time and in the same manner as the Stock Prices set forth in the column headings in the table above, as provided in clause (c) above), no Fundamental Change Make-Whole Premium shall be added to the Conversion Rate.

(e) The Company shall notify all record holders of Convertible Preferred Stock of the anticipated Effective Date of a Fundamental Change by the later of 20 days prior to the anticipated Effective Date of such Fundamental Change and the first public disclosure by the Company of the anticipated Fundamental Change, if practicable, and otherwise by the earliest practicable date. In addition, the Company shall send a notice to all record holders of the occurrence of a Fundamental Change within five Business Days immediately after the Effective Date of the Fundamental Change (the “**Fundamental Change Company Notice**”) and issue a press release announcing such Effective Date no later than five Business Days after such Effective Date. Such Fundamental Change Company Notice shall state, in addition to any other information the Company shall reasonably determine appropriate to include therein:

(i) the events constituting the Fundamental Change;

(ii) the Effective Date and the Stock Price of the Fundamental Change;

(iii) the name and address of the Paying Agent and the Conversion Agent;

(iv) (x) the Conversion Rate, any Fundamental Change Make-Whole Premium, the Share Cap and the formula for determining the applicable Conversion Rate for conversions in connection with such Fundamental Change and (y) the applicable

Settlement Method (and, if the applicable Settlement Method is Combination Settlement, the applicable Specified Dollar Amount);

(v) the procedures that the holder of Convertible Preferred Stock must follow to exercise the Fundamental Change Conversion Right; and

(vi) the Fundamental Change Conversion Deadline.

To the extent the Fundamental Change Company Notice is sent to holders later than the fifth Business Day immediately after the Effective Date of any Fundamental Change, the Fundamental Change Conversion Deadline shall be subject to extension by a number of Business Days equal the number of Business Days after such fifth Business Day on which the Fundamental Change Company Notice is so sent.

(f) To exercise the Fundamental Change Conversion Right, a holder of the Convertible Preferred Stock shall comply with the conversion procedures set forth in Section 11(b) on or before the close of business on the Fundamental Change Conversion Deadline. For the avoidance of doubt, the relevant Notice of Conversion shall state:

(iv) if certificated, the certificate numbers of the shares of Convertible Preferred Stock to be converted;

(v) the whole number of shares of the Convertible Preferred stock to be converted pursuant to the Fundamental Change Conversion Right; and

(vi) that the shares of the Convertible Preferred Stock are to be converted pursuant to the Fundamental Change Conversion Right.

(g) Nothing in this Section 12 shall prevent an adjustment to the Conversion Rate pursuant to Section 13 in respect of a Fundamental Change.

Section 13. *Conversion Rate Adjustments.* The Conversion Rate shall be adjusted as set forth below, except that the Company shall not make any adjustments to the Conversion Rate if holders of the Convertible Preferred Stock participate (other than in the case of (x) a share split or share combination or (y) a tender or exchange offer), at the same time and upon the same terms as holders of the Common Stock and solely as a result of holding the Convertible Preferred Stock, in any of the transactions described below without having to convert their Convertible Preferred Stock as if they held, for each share of Convertible Preferred Stock they hold, a number of shares of the Common Stock equal to the Conversion Rate:

(a) If the Company exclusively issues shares of Common Stock as a dividend or distribution on shares of the Common Stock, or if the Company effects a share split or share combination, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Ex-Dividend Date of such dividend or distribution, or immediately prior to the open of business on the Effective Date of such share split or share combination, as applicable;
- CR₁ = the Conversion Rate in effect immediately after the open of business on such Ex-Dividend Date or Effective Date;
- OS₀ = the number of shares of Common Stock outstanding immediately prior to the open of business on such Ex-Dividend Date or Effective Date; and
- OS₁ = the number of shares of Common Stock outstanding immediately after giving effect to such dividend, distribution, share split or share combination.

Any adjustment to the Conversion Rate made pursuant to this Section 13(a) shall become effective immediately after the open of business on the Ex-Dividend Date for such dividend or distribution, or immediately after the open of business on the Effective Date for such share split or share combination, as applicable. If any dividend or distribution of the type described in this Section 13(a) is declared but not so paid or made, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(b) If the Company issues to all or substantially all holders of the Common Stock any rights, options or warrants entitling them, for a period of not more than 45 calendar days after the announcement date of such issuance, to subscribe for or purchase shares of Common Stock at a price per share that is less than the average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Ex-Dividend Date for such issuance;
- CR₁ = the Conversion Rate in effect immediately after the open of business on such Ex-Dividend Date;

- OS₀ = the number of shares of Common Stock outstanding immediately prior to the open of business on such Ex-Dividend Date;
- X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and
- Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, *divided by* the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of the issuance of such rights, options or warrants.

Any increase made under this Section 13(b) shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the open of business on the Ex-Dividend Date for such issuance. To the extent that shares of Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights, options or warrants are not so issued, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect if such Ex-Dividend Date for such issuance had not occurred.

For purposes of this Section 13(b), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of Common Stock at less than such average of the Last Reported Sale Prices for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) If the Company distributes shares of its Capital Stock, evidences of its indebtedness, other assets or property of the Company or rights, options or warrants to acquire its Capital Stock or other securities, to all or substantially all holders of Common Stock, excluding:

(iii) dividends, distributions or issuances as to which an adjustment was effected pursuant to Section 13(a) or Section 13(b);

(iv) dividends or distributions paid exclusively in cash as to which an adjustment was effected pursuant to Section 13(d); and

(v) Spin-Offs as to which the provisions set forth in the fourth and fifth paragraphs of this Section 13(c) shall apply;

(any of such shares of Capital Stock, evidences of indebtedness or other assets, or property or rights, options or warrants to acquire Capital Stock or other securities, the “**Distributed Property**”),

then the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;

CR₁ = the Conversion Rate in effect immediately after the open of business on such Ex-Dividend Date;

SP₀ = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the fair market value (as determined by the Board of Directors) of the Distributed Property with respect to each outstanding share of the Common Stock on the Ex-Dividend Date for such distribution.

Any increase made pursuant to the portion of this Section 13(c) above shall become effective immediately after the open of business on the Ex-Dividend Date for such distribution. If such distribution is not so paid or made, the Conversion Rate shall be decreased to be the Conversion Rate that would then be in effect if such distribution had not been declared.

Notwithstanding the foregoing, if “FMV” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing increase, each holder of Convertible Preferred Stock shall receive, in respect of each share of Convertible Preferred Stock, at the same time and upon the same terms as holders of the Common Stock and without having to convert its shares of Convertible Preferred Stock, the amount and kind of Distributed Property that such holder would have received if such holder owned a number of shares of Common Stock equal to the Conversion Rate in effect on the Ex-Dividend Date for the distribution.

With respect to an adjustment pursuant to this Section 13(c) where there has been a payment of a dividend or other distribution on the Common Stock of shares of Capital Stock of any class or series, or similar equity interests, of or relating to a Subsidiary or other business unit of the Company, that are, or, when issued, will be listed or admitted for trading on a U.S. national securities exchange (a “**Spin-Off**”), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \left(\frac{FMV + MP_0}{MP_0} \right)$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the end of the Valuation Period;

CR₁ = the Conversion Rate in effect immediately after the end of the Valuation Period;

FMV = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Common Stock applicable to one share of Common Stock (determined by reference to the definition of “Last Reported Sale Price” as if references therein to the Common Stock were to such Capital Stock or similar equity interests) over the first 10 consecutive Trading Day period after, and including, the Ex-Dividend Date of the Spin-Off (the “**Valuation Period**”); and

MP₀ = the average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

The increase to the Conversion Rate pursuant to the immediately preceding paragraph shall occur on the last Trading Day of the Valuation Period; *provided* that in respect of any conversion during the Valuation Period, references in the immediately preceding paragraph to 10 Trading Days shall be deemed to be replaced with such lesser number of Trading Days as have elapsed between the Ex-Dividend Date of such Spin-Off and the Conversion Date in determining the Conversion Rate. If the Ex-Dividend Date of the Spin-Off is after the 10th Trading Day immediately preceding, and including, the end of the Observation Period in respect of any conversion, references in the immediately preceding paragraph to 10 Trading Days will be deemed to be replaced, solely in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date for the Spin-Off to, and including, the last Trading Day of such Observation Period.

For purposes of this clause (c) (and subject in all respects to Section 14), rights, options or warrants distributed by the Company to all holders of the Common Stock entitling them to subscribe for or purchase shares of the Company’s Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events (“**Trigger Event**”): (i) are deemed to be transferred with such shares of the Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this clause (c) (and no adjustment to the Conversion Rate under this clause (c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if

any is required) to the Conversion Rate shall be made under this clause (c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Certificate of Designations, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex-Dividend Date with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this clause (c) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (x) the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued and (y) the Conversion Rate shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or purchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of clause (a) above, clause (b) above and this clause (c), if any dividend or distribution to which this clause (c) is applicable also includes one or both of:

(A) a dividend or distribution of shares of Common Stock to which clause (a) above is applicable (the “**Clause A Distribution**”); or

(B) a dividend or distribution of rights, options or warrants to which clause (b) above is applicable (the “**Clause B Distribution**”),

then, in either case, (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this clause (c) is applicable (the “**Clause C Distribution**”) and any Conversion Rate adjustment required by this clause (c) with respect to such Clause C Distribution shall then be made, and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Rate adjustment required by clause (a) and clause (b) with respect thereto shall then be made, except that, if determined by the Company, (I) the “Ex-Dividend Date” of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Ex-Dividend Date of the Clause C Distribution and (II) any shares of Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be “outstanding immediately prior to the open of business on such Ex-Dividend Date or Effective

Date” within the meaning of clause (a) above or “outstanding immediately prior to the open of business on such Ex-Dividend Date” within the meaning of clause (b) above.

(d) If any cash dividend or distribution is made to all or substantially all holders of the Common Stock, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution;

CR₁ = the Conversion Rate in effect immediately after the open of business on the Ex-Dividend Date for such dividend or distribution;

SP₀ = the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and

C = the amount in cash per share of Common Stock the Company distributes to all or substantially all holders of the Common Stock.

Any increase made pursuant to this Section 13(d) shall become effective immediately after the open of business on the Ex-Dividend Date for such dividend or distribution. If such dividend or distribution is not so paid, the Conversion Rate shall be decreased, effective as of the date the Board of Directors determines not to make or pay such dividend or distribution, to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

Notwithstanding the foregoing, if “C” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing increase, each holder of Convertible Preferred Stock shall receive, for each share of Convertible Preferred Stock, at the same time and upon the same terms as holders of the Common Stock and without having to convert its shares of Convertible Preferred Stock, the amount of cash that such holder would have received if such holder owned a number of shares of Common Stock equal to the Conversion Rate on the Ex-Dividend Date for such cash dividend or distribution.

(e) If the Company or any of its Subsidiaries makes a payment in respect of a tender or exchange offer for the Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of the Common Stock exceeds the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
- CR₁ = the Conversion Rate in effect immediately after the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
- AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;
- OS₀ = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires (prior to giving effect to the purchase of all shares of Common Stock accepted for purchase or exchange in such tender or exchange offer);
- OS₁ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires (after giving effect to the purchase of all shares of Common Stock accepted for purchase or exchange in such tender or exchange offer); and
- SP₁ = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires.

The increase to the Conversion Rate made pursuant to the immediately preceding paragraph shall occur at the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires; *provided* that in respect of any conversion within the 10 Trading Days immediately following, and including, the Trading Day next succeeding the expiration date of any tender or exchange offer, references with respect to 10 Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between the expiration date of such tender or exchange offer and the Conversion Date in determining the Conversion Rate. In addition, if the Trading Day next succeeding the date such tender or exchange offer expires is after the 10th Trading Day immediately preceding, and including, the end of the Observation Period in respect of any conversion, references in the immediately preceding paragraph to 10 Trading Days shall be

deemed to be replaced, solely in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the date such tender or exchange offer expires to, and including, the last Trading Day of such Observation Period.

(f) All required calculations under this Section 13 shall be made by the Company and shall be made to the nearest cent or one-ten thousandth (1/10,000th) of a share, as the case may be, unless expressly specified to the contrary herein.

(g) Notwithstanding this Section 13, if a Conversion Rate adjustment becomes effective on any Ex-Dividend Date as set forth above, and a holder that has converted its Convertible Preferred Stock on or after such Ex-Dividend Date and on or prior to the related Record Date would be treated as the record holder of shares of Common Stock as of the related Conversion Date pursuant to Section 11(d) based on an adjusted Conversion Rate for such Ex-Dividend Date, then, notwithstanding the Conversion Rate adjustment provisions in this Section 13, the Conversion Rate adjustment relating to such Ex-Dividend Date will not be made for such converting holder. Instead, such holder shall be treated as if such holder were the record owner of the shares of Common Stock on an unadjusted basis and participate in the related dividend, distribution or other event giving rise to such adjustment.

(h) The Conversion Rate shall not be adjusted except as expressly set forth in Section 12 and this Section 13. Without limiting the foregoing, the Conversion Rate shall not be adjusted for:

(i) the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(ii) the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director, trustee or consultant benefit plan, employee agreement or arrangement or program of the Company or assumed by the Company or any of the Company's Subsidiaries;

(iii) the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in sub-clause (ii) above and outstanding as of the Date of First Issuance;

(iv) solely a change in the par value of the Common Stock; or

(v) accumulated and unpaid dividends, if any.

Except as stated herein, the Company shall not adjust the Conversion Rate for the issuance of shares of the Common Stock or any securities convertible into or exchangeable for shares of the Common Stock or the right to purchase shares of the Common Stock or such convertible or exchangeable securities.

(i) Whenever the Conversion Rate is adjusted as herein provided, the Company shall promptly file with the Conversion Agent a certificate executed by an Officer setting forth the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a responsible officer of the Conversion Agent shall have received such certificate, the Conversion Agent shall not be deemed to have knowledge of any adjustment of the Conversion Rate and may assume that the last Conversion Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate to each holder of Convertible Preferred Stock at its last address appearing in the stock register within twenty (20) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 13, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company, unless such treasury shares participate in any distribution or dividend that requires an adjustment pursuant to this Section 13, but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock. For the avoidance of doubt, any decrease to the Conversion Rate that reverses an earlier increase in the Conversion Rate, in each case, pursuant this Section 13, shall not have retroactive effect for purposes of determining the Conversion Rate on any Conversion Date, or any Trading Day included in any Observation Period, that occurs following such increase and prior to such decrease.

(k) Whenever any provision hereof requires the Company to calculate the Daily VWAPs, Daily Conversion Values, Daily Settlement Amounts or Last Reported Sale Prices over a span of multiple days (including the Stock Price for purposes of Section 12), the Company shall make appropriate adjustments to each to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Dividend Date, Effective Date or expiration date of the event occurs, at any time during the period when the Daily VWAPs, Daily Conversion Values, Daily Settlement Amounts or Last Reported Sale Prices are to be calculated.

(l) To the extent permitted by applicable law and the rules of The NASDAQ Global Select Market and any other securities exchange on which securities of the Company are then listed, (i) in addition to the adjustments pursuant to paragraphs (a) through (e) above, the Company may, but is not required to, increase the Conversion Rate in order to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of Capital Stock (or rights to acquire Common Stock) or from any event treated as such for income tax purposes, and (ii) the Company may, from time to time, increase the Conversion Rate by any amount for a period of at least 20 Business Days if the Company has determined (which determination will be conclusive) that such increase would be in its best interests. In the case of any such increase, the Company shall mail to holders of the Convertible Preferred Stock a notice of the increased Conversion Rate and the period during which it will be in effect at least 15 calendar days prior to the date the increased Conversion Rate takes effect in accordance with applicable law.

Section 14. *Rights Issued in Respect of Common Stock Issued Upon Conversion.* If the Company has in effect a rights plan while any Convertible Preferred Stock remains Outstanding, holders of Convertible Preferred Stock shall receive, upon a conversion of their Convertible Preferred Stock, in addition to shares of Common Stock (if any) deliverable upon conversion, rights under the Company's shareholder rights agreement. However, if, prior to conversion, the rights provided for in the rights plan adopted by the Company have separated from the Common Stock in accordance with the provisions of the applicable shareholder rights agreement, the Conversion Rate shall be adjusted at the time of separation as if the Company had distributed to all holders of the Common Stock Distributed Property pursuant to Section 13(c), subject to readjustment upon the subsequent expiration, termination or redemption of the rights.

Section 15. *Transfer Agent and Registrar.* The duly appointed transfer agent (the "**Transfer Agent**") and Registrar (the "**Registrar**") for the Convertible Preferred Stock shall be Computershare Inc. The Company may, in its sole discretion, remove the Transfer Agent or Registrar in accordance with the agreement between the Company and the Transfer Agent or Registrar, as the case may be; provided that the Company shall appoint a successor transfer agent or registrar who shall accept such appointment prior to the effectiveness of such removal.

Section 16. *Currency.* All shares of Convertible Preferred Stock shall be denominated in U.S. currency, and all payments and distributions thereon or with respect thereto shall be made in U.S. currency. All references herein to "\$" or "dollars" refer to U.S. currency.

Section 17. *Form.*

(a) The Convertible Preferred Stock shall be initially issued in the form of one or more permanent global shares of Convertible Preferred Stock (each, a "**Global Preferred Share**") in definitive, fully registered form with the global legend (the "**Global Shares Legend**") as set forth on the form of Convertible Preferred Stock certificate. The Convertible Preferred Stock certificate and the Transfer Agent's certificate of authentication shall be substantially in the form set forth in Exhibit A, which is incorporated in and expressly made a part of this Certificate of Designations.

The Global Preferred Shares may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Company is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Company). The Global Preferred Shares shall be deposited on behalf of the holders of the Convertible Preferred Stock represented thereby with the Registrar, at its New York office, as custodian for the Depository, and registered in the name of the Depository or a nominee of the Depository, duly executed by the Company and countersigned and registered by the Registrar as hereinafter provided. The aggregate number of shares represented by each Global Preferred Share may from time to time be increased or decreased by adjustments made on the records of the Registrar and the Depository or its nominee as hereinafter provided. At such time as all interests in a Global Preferred Share have been converted, cancelled, repurchased or transferred, such Global Preferred Share shall be, upon receipt thereof, cancelled by the Company in accordance with standing procedures and existing instructions between the Depository and the Company.

This Section 17(a) shall apply only to a Global Preferred Share deposited with or on behalf of the Depository. The Company shall execute and the Registrar shall, in accordance with this Section 17, countersign and deliver initially one or more Global Preferred Shares that (i) shall be registered in the name of Cede & Co. or other nominee of the Depository and (ii) shall be delivered by the Registrar to Cede & Co. or pursuant to instructions received from Cede & Co. or held by the Registrar as custodian for the Depository pursuant to an agreement between the Depository and the Registrar. Members of, or participants in, the Depository (“**Agent Members**”) shall have no rights under this Certificate of Designations, with respect to any Global Preferred Share held on their behalf by the Depository or by the Registrar as the custodian of the Depository, or under such Global Preferred Share, and the Depository may be treated by the Company, the Registrar and any agent of the Company or the Registrar as the absolute owner of such Global Preferred Share for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Registrar or any agent of the Company or the Registrar from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices of the Depository governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Share.

Notwithstanding any other provisions of this Certificate of Designations (other than the provisions set forth in this Section 17(a)) a Global Preferred Share may not be transferred as a whole or in part except (i) by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository and (ii) for exchanges of portions of a Global Preferred Share for Convertible Preferred Stock in certificated form made upon request of a member of, or a participant in, the Depository (for itself or on behalf of a beneficial owner) pursuant to clause (z) of the immediately following paragraph.

Owners of beneficial interests in Global Preferred Shares shall not be entitled to receive physical delivery of certificated shares of Convertible Preferred Stock, unless (x) DTC notifies the Company that is unwilling or unable to continue as Depository for the Global Preferred Shares and the Company does not appoint a qualified replacement for DTC within 90 days, (y) DTC ceases to be a “clearing agency” registered under the Exchange Act and the Company does not appoint a qualified replacement for DTC within 90 days or (z) a beneficial owner seeking to exercise or enforce its rights in the case of a breach by the Company of the Company’s obligations under the Convertible Preferred Stock requests that its shares be issued as definitive certificated shares of Convertible Preferred Stock. In any such case, the Global Preferred Shares shall be exchanged in whole (or, in the case of clause (z) above, the portion of a Global Preferred Share beneficially owned by the relevant beneficial owner) for certificated shares of Convertible Preferred Stock in registered form, with the same terms and of an equal aggregate Liquidation Preference. Certificated shares of Convertible Preferred Stock shall be registered in the name or names of the Person or Person specified by DTC in a written instrument to the Registrar (or, in the case of clause (z) above, in the name of the relevant beneficial owner).

(b)

(i) An Officer shall sign the Global Preferred Shares for the Company, in accordance with the Company's bylaws and applicable law, by manual or facsimile signature.

(ii) If an Officer whose signature is on a Global Preferred Share no longer holds that office at the time the Transfer Agent authenticates the Global Preferred Share, the Global Preferred Share shall be valid nevertheless.

(iii) A Global Preferred Share shall not be valid until an authorized signatory of the Transfer Agent manually countersigns such Global Preferred Share. The signature shall be conclusive evidence that such Global Preferred Share has been authenticated under this Certificate of Designations. Each Global Preferred Share shall be dated the date of its authentication.

(c) Every share of Convertible Preferred Stock that bears or is required under this Section 17(c) to bear the legend set forth in this Section 17(c) (together with any Common Stock issued upon conversion of the Convertible Preferred Stock that is required to bear the legend set forth in Section 17(d), collectively "**Restricted Securities**") shall be subject to the restrictions on transfer set forth in this Section 17(c) (including the legend set forth below), unless such restrictions on transfer shall be eliminated or otherwise waived by written consent of the Company, and the holder of each such Restricted Security, by such holder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 17(c) and Section 17(d), the term "**transfer**" encompasses any sale, pledge, transfer or other disposition, by operation of law or otherwise, whatsoever of any Restricted Security.

Until the date (the "**Resale Restriction Termination Date**") that is the later of (1) the date that is one year or such shorter period of time as permitted by Rule 144 or any successor provision thereto after the last date of original issuance of the Convertible Preferred Stock (including the last date of issuance of any additional shares of Convertible Preferred Stock issued pursuant to the exercise of the initial purchasers' option, pursuant to the Purchase Agreement, dated May 13, 2015, among such initial purchasers and the Company, to purchase additional shares of Convertible Preferred Stock) and (2) such later date, if any, as may be required by applicable law, any certificate evidencing the Convertible Preferred Stock (and all securities issued in exchange therefor or substitution thereof, other than Common Stock, if any, issued upon conversion thereof, which shall bear the legend set forth in Section 17(d), if applicable) shall bear a legend in substantially the following form (unless such shares of Convertible Preferred Stock have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or sold pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company in writing with written notice thereof to the Transfer Agent):

THIS SHARE OF CONVERTIBLE PREFERRED STOCK AND THE CLASS A COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SHARE OF CONVERTIBLE

PREFERRED STOCK, IF ANY, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY STATE SECURITIES LAWS. NEITHER THIS SHARE OF CONVERTIBLE PREFERRED STOCK OR THE CLASS A COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SHARE OF CONVERTIBLE PREFERRED STOCK, IF ANY, NOR ANY INTEREST OR PARTICIPATION HEREIN OR THEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE.

BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

1. REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND

2. AGREES FOR THE BENEFIT OF COWEN GROUP, INC. (THE “**COMPANY**”) THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AFTER THE LAST DATE OF ORIGINAL ISSUANCE HEREOF (INCLUDING THE LAST DATE OF ISSUANCE OF ANY ADDITIONAL SHARES OF CONVERTIBLE PREFERRED STOCK ISSUED PURSUANT TO THE EXERCISE OF THE INITIAL PURCHASERS’ OPTION TO PURCHASE ADDITIONAL SHARES), AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) TO A PERSON REASONABLY BELIEVED TO BE A QUALIFIED INSTITUTIONAL BUYER THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QUALIFIED INSTITUTIONAL BUYER AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, ALL IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE

SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(D) ABOVE, THE COMPANY AND THE TRANSFER AGENT RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

No transfer of any Convertible Preferred Stock prior to the Resale Restriction Termination Date will be registered by the Registrar unless the applicable box on the Form of Assignment and Transfer has been checked.

Any share of Convertible Preferred Stock (or security issued in exchange or substitution therefor) (i) as to which such restrictions on transfer shall have expired in accordance with their terms, (ii) that has been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer or (iii) that has been sold pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, may, upon surrender of such Convertible Preferred Stock for exchange to the Registrar, be exchanged for a new share or shares of Convertible Preferred Stock, of like aggregate number of shares of Convertible Preferred Stock, which shall not bear the restrictive legend required by this Section 17(c) and shall not be assigned a restricted CUSIP number. The Company shall be entitled to instruct the Registrar in writing to so surrender any Global Preferred Share as to which such restrictions on transfer shall have expired in accordance with their terms for exchange, and, upon such instruction, the Registrar shall so surrender such Global Preferred Share for exchange; and any new Global Preferred Share so exchanged therefor shall not bear the restrictive legend specified in this Section 17(c) and shall not be assigned a restricted CUSIP number. The Company shall promptly notify the Transfer Agent upon the occurrence of the Resale Restriction Termination Date and promptly after a registration statement, if any, with respect to the Convertible Preferred Stock or the Common Stock issued upon conversion of the Convertible Preferred Stock has been declared effective under the Securities Act.

(d) Until the Resale Restriction Termination Date, any stock certificate representing Common Stock issued upon conversion of Convertible Preferred Stock shall bear a legend in substantially the following form (unless such Common Stock has been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or such Common Stock has been issued upon conversion of shares of Convertible Preferred Stock that have been transferred pursuant to a registration statement that has become or been

declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company with written notice thereof to the Transfer Agent):

THIS SHARE OF CLASS A COMMON STOCK HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY STATE SECURITIES LAWS. NEITHER THIS SHARE OF COMMON STOCK NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE.

BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

1. REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND

2. AGREES FOR THE BENEFIT OF COWEN GROUP, INC. (THE “**COMPANY**”) THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AFTER THE LAST DATE OF ORIGINAL ISSUANCE OF THE COMPANY’S 5.625% SERIES A CUMULATIVE PERPETUAL CONVERTIBLE PREFERRED STOCK (INCLUDING THE LAST DATE OF ISSUANCE OF ANY ADDITIONAL SHARES OF THE COMPANY’S 5.625% SERIES A CUMULATIVE PERPETUAL CONVERTIBLE PREFERRED STOCK ISSUED PURSUANT TO THE EXERCISE OF THE INITIAL PURCHASERS’ OPTION TO PURCHASE ADDITIONAL SHARES), AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) TO A PERSON REASONABLY BELIEVED TO BE A QUALIFIED INSTITUTIONAL BUYER THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QUALIFIED INSTITUTIONAL BUYER AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, ALL IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(D) ABOVE, THE COMPANY AND THE TRANSFER AGENT RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

Any such Common Stock (i) as to which such restrictions on transfer shall have expired in accordance with their terms, (ii) that has been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer or (iii) that has been sold pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act may, upon surrender of the certificates representing such shares of Common Stock for exchange in accordance with the procedures of the Transfer Agent, be exchanged for a new certificate or certificates for a like aggregate number of shares of Common Stock, which shall not bear the restrictive legend required by this Section 17(d).

(e) Any Global Preferred Share (and all securities issued in exchange therefor or substitution thereof, other than Common Stock, if any, issued upon conversion thereof) shall bear a legend in substantially the following form until the Resale Restriction Termination Date:

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE OR OTHERWISE ACQUIRE THIS SHARE OF CONVERTIBLE PREFERRED STOCK OR A BENEFICIAL INTEREST HEREIN.

(f) The Company shall not, the Company shall cause its Subsidiaries not to, and the Company shall use its best efforts to cause any of its Affiliates that are not its Subsidiaries not to, (i) prior to the Resale Restriction Termination Date, acquire any beneficial interest in any shares of the Convertible Preferred Stock that are Global Preferred Shares or (ii) at any time, resell any shares of the Convertible Preferred Stock that (x) are Global Preferred Shares, (y) upon such resale would constitute “restricted securities” under Rule 144 and (z) have been acquired by any of them.

(g) The Convertible Preferred Stock shall initially be issued with a restricted CUSIP number.

(h) The Convertible Preferred Stock shall be a “security” governed by Article 8 of the New York Uniform Commercial Code.

Section 18. *Paying Agent and Conversion Agent.*

(a) The Company shall maintain in the United States (i) an office or agency where Convertible Preferred Stock may be presented for payment (the “**Paying Agent**”) and (ii) an office or agency where Convertible Preferred Stock may be presented for conversion (the “**Conversion Agent**”). The Transfer Agent shall act as Paying Agent and Conversion Agent, unless another Paying Agent or Conversion Agent is appointed by the Company. The Company may appoint the Paying Agent and the Conversion Agent and may appoint one or more additional paying agents and one or more additional conversion agents in such other locations as it shall determine. The term “Paying Agent” includes any additional paying agent and the term “Conversion Agent” includes any additional conversion agent. The Company may change any Paying Agent or Conversion Agent without prior notice to any holder. The Company shall notify the Registrar of the name and address of any Paying Agent or Conversion Agent appointed by the Company. If the Company fails to appoint or maintain another entity as Paying Agent or Conversion Agent, the Registrar shall act as such. The Company or any of its Affiliates may act as Paying Agent or Conversion Agent.

(b) Payments due on the Convertible Preferred Stock shall be payable at the office or agency of the Company maintained for such purpose in The City of New York and at any other office or agency maintained by the Company for such purpose. Payments shall be payable by United States dollar check drawn on, or wire transfer (provided, that appropriate wire instructions have been received by the Registrar at least 15 days prior to the applicable date of payment) to a U.S. dollar account maintained by the holder with, a bank located in New York City; *provided* that at the option of the Company, payment of dividends may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Convertible Preferred Stock register. Notwithstanding the foregoing, payments due in respect of beneficial interests in the Global Preferred Shares shall be payable by wire transfer of immediately available funds in accordance with the procedures of the Depositary.

Section 19. At any time the Company is not subject to Section 13 or 15(d) of the Exchange Act, the Company shall, so long as any of the Convertible Preferred Stock or any shares of Common Stock issuable upon conversion thereof will, at such time, constitute “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, promptly provide to any holder, beneficial owner or prospective purchaser of such Convertible Preferred Stock or any shares of Common Stock issuable upon conversion of such Convertible Preferred Stock, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to facilitate the resale of such Convertible Preferred Stock or shares of Common Stock pursuant to Rule 144A under the Securities Act. The Company shall take such further action as any holder or beneficial owner of such Convertible Preferred Stock or such Common Stock may reasonably request to the extent from time to time required to enable such holder or beneficial owner to sell such Convertible Preferred Stock or shares of Common Stock in accordance with Rule 144A under the Securities Act, as such rule may be amended from time to time.

Section 20. *Headings.* The headings of the sections of this Certificate of Designations are for convenience of reference only and shall not define, limit or affect any of the provisions hereof.

[FORM OF FACE OF SECURITY]

[INCLUDE FOLLOWING LEGEND IF A GLOBAL PREFERRED SHARE]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE CERTIFICATE OF DESIGNATIONS REFERRED TO BELOW.]

[INCLUDE FOLLOWING LEGEND IF A RESTRICTED SECURITY]

[THIS SHARE OF CONVERTIBLE PREFERRED STOCK AND THE CLASS A COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SHARE OF CONVERTIBLE PREFERRED STOCK, IF ANY, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY STATE SECURITIES LAWS. NEITHER THIS SHARE OF CONVERTIBLE PREFERRED STOCK OR THE CLASS A COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SHARE OF CONVERTIBLE PREFERRED STOCK, IF ANY, NOR ANY INTEREST OR PARTICIPATION HEREIN OR THEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE.

BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

1. REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND

2. AGREES FOR THE BENEFIT OF COWEN GROUP, INC. (THE “COMPANY”) THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AFTER THE LAST DATE OF ORIGINAL ISSUANCE HEREOF (INCLUDING THE LAST DATE OF ISSUANCE OF ANY ADDITIONAL SHARES OF CONVERTIBLE PREFERRED STOCK ISSUED PURSUANT TO THE EXERCISE OF THE INITIAL PURCHASERS’ OPTION TO PURCHASE ADDITIONAL SHARES), AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) TO A PERSON BELIEVED TO BE A QUALIFIED INSTITUTIONAL BUYER THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QUALIFIED INSTITUTIONAL BUYER AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, ALL IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(D) ABOVE, THE COMPANY AND THE TRANSFER AGENT RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE OR OTHERWISE ACQUIRE

THIS SHARE OF CONVERTIBLE PREFERRED STOCK OR A BENEFICIAL INTEREST HEREIN.]

Number of Shares of
Certificate Number: Preferred Stock
[] [Initially:][]

CUSIP NO.: 223622 408

5.625% Series A Cumulative Perpetual Convertible Preferred Stock

of

COWEN GROUP, INC.

COWEN GROUP, INC., a Delaware corporation (the “**Company**”), hereby certifies that [_____] [CEDE & CO.] is the registered owner of [_____] [a number of] fully paid and non-assessable shares of convertible preferred stock, par value \$0.01 per share, of the Company designated as the 5.625% Series A Cumulative Perpetual Convertible Preferred Stock (the “**Convertible Preferred Stock**”) [as set forth in Schedule A hereto]. The shares of Convertible Preferred Stock are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Convertible Preferred Stock represented hereby are as specified in, and the shares of the Convertible Preferred Stock are issued and shall in all respects be subject to the provisions of, the Certificate of Designations of 5.625% Series A Cumulative Perpetual Convertible Preferred Stock dated May 19, 2015, as the same may be amended from time to time (the “**Certificate of Designations**”), which is on file at the principal office of the Company. Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations. The Company will provide a copy of the Certificate of Designations to a holder without charge upon written request to the Company at its principal place of business.

Reference is hereby made to the Certificate of Designations, which shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this certificate, the holder is bound by the Certificate of Designations and is entitled to the benefits thereunder.

Unless the Transfer Agent’s Certificate of Authentication hereon has been properly executed, these shares of Convertible Preferred Stock shall not be entitled to any benefit under the Certificate of Designations or be valid for any purpose.

IN WITNESS WHEREOF, we have executed and subscribed this certificate and do affirm the foregoing as true under the penalties of perjury this ___ day of _____, 20__.

COWEN GROUP, INC.

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

These are shares of the Preferred Stock referred to in the within-mentioned Certificate of Designations.

Dated: _____

COMPUTERSHARE INC., as Transfer Agent

By: _____
Authorized Signatory

[FORM OF REVERSE OF SECURITY]

COWEN GROUP, INC.

5.625% Series A Cumulative Perpetual Convertible Preferred Stock

Cumulative dividends on each share of Convertible Preferred Stock shall be payable in cash at a rate per annum set forth on the face hereof or as provided in the Certificate of Designations.

The shares of Convertible Preferred Stock shall be convertible at the option of the holder or, subject to certain conditions specified in the Certificate of Designations, at the option of the Company, in each case, in the manner and according to the terms set forth in the Certificate of Designations. If any holder of shares of Convertible Preferred Stock elects to convert its shares in connection with a Fundamental Change, the Company shall, under certain conditions specified in the Certificate of Designations, adjust the Conversion Rate for shares of Convertible Preferred Stock surrendered for conversion as set forth in the Certificate of Designations. In addition, the shares of Convertible Preferred Stock are subject to certain restrictions on transfer as set forth in the Certificate of Designations.

As required under Delaware law, the Company shall furnish to any holder upon request and without charge, a full summary statement of the designations, voting rights, preferences, limitations and special rights of the shares of each class or series authorized to be issued by the Company so far as they have been fixed and determined. Any such request is to be addressed to the Secretary of the Company or to the Registrar named on the face of this certificate.

[FORM OF NOTICE OF CONVERSION]

(To be executed by the registered holder in order to convert the Convertible Preferred Stock)

The undersigned hereby irrevocably elects to convert (the "**Conversion**") shares of 5.625% Series A Cumulative Perpetual Convertible Preferred Stock (the "**Preferred Stock**") of Cowen Group, Inc. (the "**Company**"), represented by stock certificate No(s). _____

(the "**Preferred Stock Certificate(s)**"), into shares of common stock (the "**Common Stock**") of the Company, cash or a combination thereof according to the conditions of the Certificate of Designations, of the Convertible Preferred Stock (the "**Certificate of Designations**"). The Company will pay any documentary, stamp or similar issue or transfer tax on the issuance of the shares of the Common Stock upon conversion of the Convertible Preferred Stock, unless the tax is due because the holder requests such shares to be issued in a name other than the holder's name, in which case the holder will pay the tax. A copy of each Preferred Stock Certificate(s) are attached hereto (or evidence of loss, theft or destruction thereof).

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in or pursuant to the Certificate of Designations.

[The undersigned is effecting this Conversion pursuant to the Fundamental Change Conversion Right.]

Number of shares of Convertible Preferred Stock to be converted:___

Name or Names (with addresses) in which the certificate or certificate for any shares of Common Stock to be issued are to be registered:___

—

—

Signature:___

Name of registered holder:___

Fax No.:___

Telephone No.:___

[FORM OF ASSIGNMENT AND TRANSFER]

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Convertible Preferred Stock evidenced hereby to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints:

agent to transfer the shares of Convertible Preferred Stock evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

In connection with any transfer of the within share of Convertible Preferred Stock occurring prior to the Resale Restriction Termination Date, as defined in the Certificate of Designations, the undersigned confirms that such Convertible Preferred Stock is being transferred:

To Cowen Group, Inc. or a Subsidiary thereof; or

Pursuant to a registration statement that has become or been declared effective under the Securities Act of 1933, as amended; or

To a person reasonably believed to be a qualified institutional buyer that is purchasing for its own account or for the account of another qualified institutional buyer and to whom notice is given that the transfer is being made in reliance on Rule 144A under the Securities Act of 1933, as amended, all in compliance with Rule 144A under the Securities Act of 1933, as amended; or

Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended, or any other available exemption from the registration requirements of the Securities Act of 1933, as amended.

Date: _____

Signature: _____

(Sign exactly as your name appears on the other side of this Convertible Preferred Stock)

Signature Guarantee: _____

NOMURA

EXECUTION COPY

Nomura Global Financial Products Inc.
c/o Nomura Securities International, Inc.
Worldwide Plaza
309 West 49th Street
5th Floor
New York, NY 10019

May 13, 2015

To: Cowen Group, Inc.
599 Lexington Avenue
21st Floor
New York, NY 10022
Facsimile No.: (212) 845-7999; (212) 201-4840
Attention: Stephen Lasota, Chief Financial Officer
Telephone No.: (212) 845-7917

Re: Base Capped Call Option Transaction

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the call option transaction entered into between Nomura Global Financial Products Inc. (“**Nomura**”) and Cowen Group, Inc. (“**Counterparty**”) as of the Trade Date specified below (the “**Transaction**”). This letter agreement constitutes a “Confirmation” as referred to in the ISDA Master Agreement specified below. This Confirmation shall replace any previous agreements and serve as the final documentation for the Transaction.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the “**Equity Definitions**”), as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”), are incorporated into this Confirmation. In the event of any inconsistency between the Equity Definitions and this Confirmation, this Confirmation shall govern. Certain defined terms used herein are based on terms that are defined in the Offering Memorandum dated May 13, 2015 (the “**Offering Memorandum**”) relating to the 105,000 shares of 5.625% Series A Cumulative Perpetual Convertible Preferred Stock (the “**Convertible Preferred Shares**”) and each such share with USD 1,000 liquidation preference, a “**Convertible Preferred Share**”) issued by Counterparty (as increased by up to 15,750 shares if and to the extent that the Initial Purchasers (as defined herein) exercise their option to purchase additional Convertible Preferred Shares pursuant to the Purchase Agreement (as defined herein)), the rights, preferences and privileges of which are set forth in a Certificate of Designation to be dated on or about May 19, 2015 of the Company (the “**Certificate of Designation**”). In the event of any inconsistency between the terms defined in the Offering Memorandum, the Certificate of Designation and this Confirmation, this Confirmation shall govern. The parties acknowledge that this Confirmation is entered into on the date hereof with the understanding that (i) definitions set forth in the Certificate of Designation which are also defined herein by reference to the Certificate of Designation and (ii) sections of the Certificate of Designation that are referred to herein will conform to the descriptions thereof in the Offering Memorandum. If any such definitions in the Certificate of Designation or any such sections of the Certificate of Designation differ from the descriptions thereof in the Offering Memorandum, the descriptions thereof in the Offering Memorandum will govern for purposes of this Confirmation. The parties further acknowledge that the Certificate of Designation section numbers used herein are based on the draft of the Certificate of Designation last reviewed by Nomura as of the date of this Confirmation, and if any such section numbers are changed in the Certificate of Designation as executed, the parties will amend this Confirmation in good faith to preserve the intent of the parties. Subject to the foregoing, references to the Certificate of Designation herein are references to the Certificate of Designation as in effect on the date of its execution, and if the Certificate of Designation is amended or supplemented following such date (other than any amendment or supplement (x) pursuant to Section 4(g)(ii) of the Certificate of Designation that, as determined by the Calculation Agent, conforms the Certificate of Designation to the description of Convertible Preferred Shares in the Offering Memorandum or (y) pursuant to Section 8 of the Certificate of Designation, subject, in the case of this

clause (y), to the second paragraph under “Method of Adjustment” in Section 3), any such amendment will be disregarded for purposes of this Confirmation unless the parties agree otherwise in writing.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties’ entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

1. This Confirmation evidences a complete and binding agreement between Nomura and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to an agreement in the form of the 2002 ISDA Master Agreement (the “**Agreement**”) as if Nomura and Counterparty had executed an agreement in such form (but without any Schedule except for the election of (i) the laws of the State of New York as the governing law (without reference to choice of law doctrine), (ii) Nomura Holdings, Inc. as a Credit Support Provider, and (iii) the Guarantee of Nomura Holdings, Inc. to be dated on or about May 14, 2015 referencing this transaction as a Credit Support Document) on the Trade Date. In the event of any inconsistency between provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of the Transaction to which this Confirmation relates. The parties hereby agree that no transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement. The Transaction shall constitute a Share Option Transaction for purposes of the Equity Definitions.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms.

Trade Date:	May 13, 2015
Effective Date:	The third Exchange Business Day immediately prior to the Premium Payment Date
Option Style:	European, as described under “Procedures for Exercise” below
Option Type:	Call
Buyer:	Counterparty
Seller:	Nomura
Shares:	The Class A Common Stock of Counterparty, par value USD 0.01 per share (Exchange symbol “COWN”).
Number of Options:	105,000. For the avoidance of doubt, the Number of Options shall be reduced by any Options exercised by Counterparty. In no event will the Number of Options be less than zero.
Option Entitlement:	152.2476.
Strike Price:	USD 6.5682
Cap Price:	USD 8.385
Premium:	USD 13,807,500
Premium Payment Date:	The Closing Date
Closing Date:	May 19, 2015
Exchange:	The NASDAQ Global Select Market
Related Exchange(s):	All Exchanges

Excluded Provisions: Section 12 and Section 13(l) of the Certificate of Designation.

Procedures for Exercise.

Expiration Time: The Valuation Time

Expiration Date: May 20, 2020

Automatic Exercise: Notwithstanding Section 3.4 of the Equity Definitions, a number of Options equal to the then-current Number of Options shall be deemed to be automatically exercised on the Expiration Date.

For the avoidance of doubt, in no event shall the number of Options that are exercised or deemed exercised hereunder exceed the Number of Options.

Valuation Time: At the close of trading of the regular trading session on the Exchange; *provided* that if the principal trading session is extended, the Calculation Agent shall determine the Valuation Time in its reasonable discretion.

Market Disruption Event: Section 6.3(a) of the Equity Definitions is hereby replaced in its entirety by the following:

“‘Market Disruption Event’ means, in respect of a Share, (i) a failure by the primary United States national or regional securities exchange or market on which the Shares are listed or admitted for trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m. (New York City time) on any Scheduled Valid Day for the Shares for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Shares or in any options contracts or futures contracts relating to the Shares.”

Settlement Terms.

Settlement Method Election: Applicable; *provided* that (i) Section 7.1 of the Equity Definitions shall be amended by (a) replacing the words “Cash Settlement or Physical Settlement” in the first sentence thereof with “Cash Settlement, Net Share Settlement or Combination Settlement” and (b) inserting the words “, and in the case of Combination Settlement, the Specified Dollar Amount that will apply to the Transaction” (x) at the end of the first sentence thereof and (y) immediately following the words “with respect to such Transaction” in the last sentence thereof and (ii) Counterparty may elect Cash Settlement or Combination Settlement only if Counterparty represents to Nomura in writing on the date of such election that (a) Counterparty is not in possession of any material non-public information regarding Counterparty or the Shares, (b) Counterparty is making such election in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws and (c) (x) the assets of Counterparty at their fair valuation exceed the liabilities of

Counterparty (including contingent liabilities), (y) the capital of Counterparty is adequate to conduct the business of Counterparty, and (z) Counterparty has the ability to pay its debts and obligations as they mature and does not intend to, and does not believe that it will, incur debt beyond its ability to pay as such debts mature.

Electing Party:	Counterparty.
Settlement Method Election Date:	The Expiration Date.
Default Settlement Method:	Net Share Settlement.
Specified Dollar Amount:	In the case of Combination Settlement, an amount in USD, which shall be greater than USD 1,000, as specified by Counterparty to Nomura in writing no later than the Settlement Method Election Date.
Net Share Settlement:	If applicable, Nomura will deliver to Counterparty, on the Settlement Date, a number of Shares equal to the Net Share Settlement Amount in respect of any Option exercised or deemed exercised hereunder. In no event will the Net Share Settlement Amount be less than zero.
Net Share Settlement Amount:	In respect of any Option exercised or deemed exercised hereunder, a number of Shares equal to the sum of the Daily Net Share Settlement Amounts for each of the 50 consecutive Valid Days during the Settlement Averaging Period.
Daily Net Share Settlement Amount:	For each of the 50 consecutive Valid Days during the Settlement Averaging Period, a number of Shares equal to the quotient of (i) the Daily Option Value on such Valid Day, <i>divided by</i> (ii) the Relevant Price for such Valid Day.
Daily Option Value:	For each of the 50 Valid Days in the Settlement Averaging Period, 2% of the product of (i) the Option Entitlement and (ii) the Strike Price Differential on such Valid Day.
Strike Price Differential:	For each Valid Day in the Settlement Averaging Period, if the Relevant Price on such Valid Day is: <ul style="list-style-type: none">(i) greater than or equal to the Cap Price, the Cap Price <i>less</i> the Strike Price;(ii) greater than the Strike Price and less than the Cap Price, the Relevant Price on such Valid Day <i>less</i> the Strike Price; or(iii) less than or equal to the Strike Price, USD 0.00.
Combination Settlement:	If applicable, Nomura will pay or deliver, as the case may be, to Counterparty, on the Settlement Date, the amount of cash and number of Shares included in the Combination Settlement Amount in respect of any Option exercised or deemed exercised hereunder. In no event will such amount of cash or such number of Shares be less than zero.
Combination Settlement Amount:	In respect of any Option exercised or deemed exercised hereunder, an amount of cash equal to the aggregate amount

of cash, together with a number of Shares equal to the aggregate number of Shares, included in the Daily Combination Settlement Amounts for each of the 50 consecutive Valid Days during the Settlement Averaging Period.

Daily Combination Settlement Amount:	For each of the 50 consecutive Valid Days during the Settlement Averaging Period: <ul style="list-style-type: none">(i) an amount of cash equal to the lesser of (a) the Daily Option Measurement Value and (b) the Daily Option Value on such Valid Day; and(ii) (a) if the Daily Option Value on such Valid Day exceeds the Daily Option Measurement Value, a number of Shares equal to (1) the difference between the Daily Option Value on such Valid Day and the Daily Option Measurement Value, <i>divided by</i> (2) the Relevant Price for such Valid Day, and (b) otherwise, zero Shares.
Daily Option Measurement Value:	(i) The excess of the Specified Dollar Amount over USD 1,000 <i>divided by</i> (ii) 50.
Fractional Shares:	If Combination Settlement or Net Share Settlement is applicable in respect of any Option exercised or deemed exercised hereunder, notwithstanding anything to the contrary herein, Nomura shall pay cash to Counterparty on the Settlement Date in lieu of delivering any fractional Shares that would otherwise be included in the Combination Settlement Amount or the Net Share Settlement Amount, as the case may be, in each case, valued at the Relevant Price on the last Valid Day of the Settlement Averaging Period.
Cash Settlement:	If applicable, in lieu of Section 8.1 of the Equity Definitions, Nomura will pay to Counterparty, on the Settlement Date, the Option Cash Settlement Amount in respect of any Option exercised or deemed exercised hereunder. In no event will the Option Cash Settlement Amount be less than zero.
Option Cash Settlement Amount:	In respect of any Option exercised or deemed exercised hereunder, an amount in cash equal to the sum of the Daily Option Values for each of the 50 consecutive Valid Days during the Settlement Averaging Period.
Valid Day:	A day on which (i) there is no Market Disruption Event and (ii) trading in the Shares generally occurs on the Exchange or, if the Shares are not then listed on the Exchange, on the principal other United States national or regional securities exchange on which the Shares are then listed or, if the Shares are not then listed on a United States national or regional securities exchange, on the principal other market on which the Shares are then listed or admitted for trading. If the Shares are not so listed or admitted for trading, "Valid Day" means a Business Day.
Scheduled Valid Day:	A day that is scheduled to be a Valid Day on the principal United States national or regional securities exchange or market on which the Shares are listed or admitted for trading.

If the Shares are not so listed or admitted for trading, "Scheduled Valid Day" means a Business Day.

Business Day:	Any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.
Relevant Price:	On any Valid Day, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page COWN <equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Valid Day (or if such volume-weighted average price is unavailable at such time, the market value of one Share on such Valid Day, as determined by the Calculation Agent using, if practicable, a volume-weighted average method). The Relevant Price will be determined without regard to after hours trading or any other trading outside of the regular trading session trading hours.
Settlement Averaging Period:	For any Option exercised or deemed exercised hereunder, the 50 consecutive Valid Days commencing on, and including, the third Valid Day immediately following May 20, 2020.
Settlement Date:	For any Option exercised or deemed exercised hereunder, the third Business Day immediately following the final Valid Day of the Settlement Averaging Period for such Option.
Settlement Currency:	USD
Other Applicable Provisions:	The provisions of Sections 9.1(c), 9.8, 9.9 and 9.11 of the Equity Definitions will be applicable, except that all references in such provisions to "Physically-settled" shall be read as references to "Share Settled". "Share Settled" in relation to any Option exercised or deemed exercised hereunder means that Net Share Settlement or Combination Settlement is applicable to that Option.
Representation and Agreement:	Notwithstanding anything to the contrary in the Equity Definitions (including, but not limited to, Section 9.11 thereof), the parties acknowledge that any Shares delivered to Counterparty shall be, upon delivery, subject to restrictions and limitations arising from Counterparty's status as issuer of the Shares under applicable securities laws.

3. Additional Terms applicable to the Transaction.

Adjustments applicable to the Transaction:

Potential Adjustment Events:	Other than for purposes of Section 9(w), notwithstanding Section 11.2(e) of the Equity Definitions, a "Potential Adjustment Event" means an occurrence of any event or condition, as set forth in any Dilution Adjustment Provision, that would result in an adjustment under the Certificate of Designation to the "Conversion Rate" or the composition of a "unit of Reference Property" or to any "Last Reported Sale Price," "Daily VWAP," "Daily Conversion Value" or
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“Daily Settlement Amount” (each as defined in the Certificate of Designation). For the avoidance of doubt, Nomura shall not have any delivery or payment obligation hereunder, and no adjustment shall be made to the terms of the Transaction, on account of (x) any distribution of cash, property or securities by Counterparty to holders of the Convertible Preferred Shares (upon conversion or otherwise) or (y) any other transaction in which holders of the Convertible Preferred Shares are entitled to participate, in each case, in lieu of an adjustment under the Certificate of Designation of the type referred to in the immediately preceding sentence (including, without limitation, pursuant to the fourth sentence of Section 13(c) of the Certificate of Designation or the last sentence of Section 13(d) of the Certificate of Designation).

Method of Adjustment:

Calculation Agent Adjustment, which means that, notwithstanding Section 11.2(c) of the Equity Definitions, upon any Potential Adjustment Event, the Calculation Agent shall make a corresponding adjustment to any one or more of the Strike Price, Number of Options, Option Entitlement and any other variable relevant to the exercise, settlement or payment for the Transaction; *provided* that, if any Potential Adjustment Event occurs during any “Observation Period” (as defined in the Certificate of Designation) but no adjustment was made to any Convertible Preferred Share under the Certificate of Designation because the holder thereof was deemed to be a record owner of the underlying Shares on the related “Conversion Date” (as defined in the Certificate of Designation), then the Calculation Agent shall make an adjustment, as determined by it, to the terms hereof in order to account for such Potential Adjustment Event.

Notwithstanding the foregoing and “Consequences of Merger Events/Tender Offers” below, if the Calculation Agent in good faith disagrees with any adjustment to the Convertible Preferred Shares that involves an exercise of discretion by Counterparty or its board of directors (including, without limitation, pursuant to Section 13(k) of the Certificate of Designation, Section 8 of the Certificate of Designation or any amendment to the Certificate of Designation entered into thereunder or in connection with any proportional adjustment or the determination of the fair value of any securities, property, rights or other assets), then in each such case, the Calculation Agent will determine the adjustment to be made to any one or more of the Strike Price, Number of Options, Option Entitlement and any other variable relevant to the exercise, settlement or payment for the Transaction in a commercially reasonable manner.

Dilution Adjustment Provisions:

Section 13(a), (b), (c), (d), (e) and (k) of the Certificate of Designation.

Extraordinary Events applicable to the Transaction:

Merger Events:

Applicable; *provided* that, other than for purposes of “Announcement Event”, “Announcement Date” and Section 9(w) below, notwithstanding Section 12.1(b) of the Equity Definitions, a “Merger Event” means any Share

Exchange Transaction (as defined in the Certificate of Designation).

Tender Offers:

Applicable; *provided* that, other than for purposes of “Announcement Event”, “Announcement Date” and Section 9(w) below, notwithstanding Section 12.1(d) of the Equity Definitions, a “Tender Offer” means the occurrence of any event or condition set forth in Section 13(e) of the Certificate of Designation.

Consequence of Merger Events /
Tender Offers:

Notwithstanding Section 12.2 and Section 12.3 of the Equity Definitions, upon the occurrence of a Merger Event or a Tender Offer, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Certificate of Designation to any one or more of the nature of the Shares (in the case of a Merger Event), Strike Price, Number of Options, Option Entitlement and any other variable relevant to the exercise, settlement or payment for the Transaction, subject to the second paragraph under “Method of Adjustment”;

provided, however, that such adjustment shall be made without regard to any adjustment to the “Conversion Rate” (as defined in the Certificate of Designation) pursuant to any Excluded Provision;

provided further that if, with respect to a Merger Event or a Tender Offer, (i) the consideration for the Shares includes (or, at the option of a holder of Shares, may include) shares of an entity or person that is not a corporation or is not organized under the laws of the United States, any State thereof or the District of Columbia or (ii) the Counterparty to the Transaction following such Merger Event or Tender Offer, will not be a corporation organized under the law of the United States or any State thereof, then Cancellation and Payment (Calculation Agent Determination) may apply at Nomura’s sole election; and

provided further that, for the avoidance of doubt, adjustments shall be made pursuant to the provisions set forth above regardless of whether any Merger Event or Tender Offer gives rise to an Early Conversion Date (as defined below).

Announcement Event:

If an Announcement Date occurs in respect of a Merger Event (for the avoidance of doubt, determined without regard to the language in the definition of “Merger Event” following the definition of “Reverse Merger” therein) or Tender Offer or public announcement is made by any entity in respect of any potential acquisition by Counterparty and/or its subsidiaries where the aggregate consideration exceeds 15% of the market capitalization of Counterparty as of the date of such announcement (such occurrence, an “**Announcement Event**”), then on the earliest to occur of the last Valid Day of the Settlement Averaging Period, an Early Termination Date or any other date of cancellation (the “**Announcement Event Adjustment Date**”) in respect

of the Transaction, the Calculation Agent will determine the economic effect on the Transaction of the relevant event (regardless of whether the Announcement Event actually results in a Merger Event or Tender Offer, and taking into account such factors as the Calculation Agent may determine, including, without limitation, changes in volatility, expected dividends or liquidity relevant to the Shares or the Transaction whether prior to or after the Announcement Event or for any period of time, including, without limitation, the period from the Announcement Event to the relevant Announcement Event Adjustment Date). If the Calculation Agent determines that such economic effect on the Transaction is material, then on the Announcement Event Adjustment Date, the Calculation Agent may make such adjustment to the Cap Price as the Calculation Agent determines appropriate to account for such economic effect, which adjustment shall be effective immediately prior to the settlement, termination or cancellation of the Transaction, as the case may be; *provided* that in no event shall the Cap Price be less than the Strike Price.

- Announcement Date: The definition of “Announcement Date” in Section 12.1 of the Equity Definitions is hereby amended by (i) replacing the words “a firm” with the word “any” in the second and fourth lines thereof, (ii) replacing the word “leads to the” with the words “, if completed, would lead to a” in the third and the fifth lines thereof, (iii) replacing the words “voting shares” with the word “Shares” in the fifth line thereof, and (iv) inserting the words “by any entity” after the word “announcement” in the second and the fourth lines thereof.
- Nationalization, Insolvency or Delisting: Cancellation and Payment (Calculation Agent Determination); *provided* that, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors), such exchange or quotation system shall thereafter be deemed to be the Exchange.
- Additional Disruption Events:
- Change in Law: Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the word “Shares” with the phrase “Hedge Positions” in clause (X) thereof and (ii) inserting the parenthetical “(including, for the avoidance of doubt and without limitation, adoption or promulgation of new regulations authorized or mandated by existing statute)” at the end of clause (A) thereof.
- Failure to Deliver: Applicable
- Hedging Disruption: Applicable; *provided* that:

- (i) Section 12.9(a)(v) of the Equity Definitions is hereby amended by (a) inserting the following words at the end of clause (A) thereof: “in the manner contemplated by the Hedging Party on the Trade Date” and (b) inserting the following two phrases at the end of such Section:

“For the avoidance of doubt, the term “equity price risk” shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms.”; and

- (ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words “to terminate the Transaction”, the words “or a portion of the Transaction affected by such Hedging Disruption”.

Increased Cost of Hedging: Applicable

Hedging Party: For all applicable Additional Disruption Events, Nomura.

Determining Party: For all applicable Extraordinary Events, Nomura; *provided* that all determinations shall be made in good faith and in a commercially reasonable manner.

Non-Reliance: Applicable.

Agreements and Acknowledgements
Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

4. **Calculation Agent.** Nomura; *provided* that all calculations shall be made in good faith and in a commercially reasonable manner.

5. **Account Details.**

(a)Account for payments to Counterparty:

Bank: Capital One Bank
Bank Add.: 424 Madison Avenue New York, NY 10017
ABA#: 065-000-090
Acct No.: 7527921710
Beneficiary: Ramius LLC
Attn: Jolanta Kokoszka, (212) 834-1845
Ref: Call Spread

Account for delivery of Shares to Counterparty:

To be provided in writing by the Company.

(b)Account for payments to Nomura:

Agent Bank Name: BOA FX TRADING
Agent BIC: BOFAUS3N
Account Name: BANK OF AMERICA NY NGFP
Account No/Ref: 6550361610

6. **Offices.**

(a)The Office of Counterparty for the Transaction is: Inapplicable, Counterparty is not a Multibranch Party.

(b)The Office of Nomura for the Transaction is: Inapplicable, Nomura is not a Multibranch Party.

7. **Notices.**

(a)Address for notices or communications to Counterparty:

Cowen Group, Inc.
599 Lexington Avenue
21st Floor
New York, NY 10022
Facsimile No.: (212) 845-7999; (212) 201-4840
Attention: Stephen Lasota, Chief Financial Officer
Telephone No.: (212) 845-7917
Email: stephen.lasota@cowen.com

With a copy to:

Attention: Owen Littman, General Counsel
Telephone No.: (724) 773-2270
Email: owen.littman@cowen.com

(b)Address for notices or communications to Nomura:

Nomura Global Financial Products Inc.
c/o Nomura Securities International, Inc.
Worldwide Plaza
309 West 49th Street
5th Floor
New York, NY 10019
Attention: Equity Derivatives Operations
Telephone No.: (212) 667-9580
Facsimile No.: (646) 587-8638
Email: EDGUSOps@us.nomura.com

With copies to:

Attention: Stephen Roti
Title: Managing Director, Head of Equity Structuring/Equity Capital Markets, Americas
Telephone No.: (212) 436-8182
Facsimile No.: (646) 587-9334
Email: stephen.roti@nomura.com

Attention: James Chenard
Title: Executive Director
Telephone No.: (212) 667-1363
Facsimile No.: (646) 587-8740
Email: james.chenard@nomura.com

8. **Representations and Warranties of Counterparty.**

Each of the representations and warranties of Counterparty set forth in Section 3 of the Purchase Agreement (the "**Purchase Agreement**"), dated as of May 13, 2015, between Counterparty and Nomura Securities International, Inc., as representative of the Initial Purchasers party thereto (the "**Initial Purchasers**"), are true

and correct and are hereby deemed to be repeated to Nomura as if set forth herein. Counterparty hereby further represents and warrants to Nomura on the date hereof and on and as of the Premium Payment Date that:

- (a) Counterparty has all necessary corporate power and authority to execute, deliver and perform its obligations in respect of the Transaction; such execution, delivery and performance have been duly authorized by all necessary corporate action on Counterparty's part; and this Confirmation has been duly and validly executed and delivered by Counterparty and constitutes its valid and binding obligation, enforceable against Counterparty in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) and except that rights to indemnification and contribution hereunder may be limited by federal or state securities laws or public policy relating thereto.
- (b) Neither the execution and delivery of this Confirmation nor the incurrence or performance of obligations of Counterparty hereunder will conflict with or result in a breach of the certificate of incorporation or by-laws (or any equivalent documents) of Counterparty, or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which Counterparty or any of its subsidiaries is a party or by which Counterparty or any of its subsidiaries is bound or to which Counterparty or any of its subsidiaries is subject, or constitute a default under, or result in the creation of any lien under, any such agreement or instrument.
- (c) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required in connection with the execution, delivery or performance by Counterparty of this Confirmation, except such as have been obtained or made and such as may be required under the Securities Act of 1933, as amended (the "**Securities Act**") or state securities laws.
- (d) Counterparty is not and, after consummation of the transactions contemplated hereby, will not be required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.
- (e) Counterparty is an "eligible contract participant" (as such term is defined in Section 1a(18) of the Commodity Exchange Act, as amended, other than a person that is an eligible contract participant under Section 1a(18)(C) of the Commodity Exchange Act).
- (f) Each of it and its affiliates is not, on the date hereof, in possession of any material non-public information with respect to Counterparty or the Shares.
- (g) *[Reserved]*
- (h) Counterparty (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least \$50 million.
- (i) Counterparty represents and warrants that it has received, read and understands the OTC Options Risk Disclosure Statement and a copy of the most recent disclosure pamphlet prepared by The Options Clearing Corporation entitled "Characteristics and Risks of Standardized Options," which is available at <http://www.optionsclearing.com/about/publications/character-risks.jsp>.
- (j) Prior to the Trade Date, Counterparty has delivered to Nomura a resolution of Counterparty's board of directors authorizing the Transaction.

9. **Other Provisions.**

- (a) Opinion; Incumbency Certificate. Counterparty shall deliver to Nomura an incumbency certificate, dated as of the Closing Date, of Counterparty in customary form. Counterparty shall deliver to Nomura

an opinion of counsel, dated as of the Closing Date, in a form reasonably satisfactory to Nomura. Delivery of such incumbency certificate and such opinion to Nomura shall be a condition precedent for the purpose of Section 2(a)(iii) of the Agreement with respect to each obligation of Nomura under Section 2(a)(i) of the Agreement.

(b)Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Nomura a written notice of such repurchase (a “**Repurchase Notice**”) on such day if following such repurchase, the number of outstanding Shares as determined on such day is (i) less than 109.526 million (in the case of the first such notice) or (ii) thereafter more than 1.277 million less than the number of Shares included in the immediately preceding Repurchase Notice. Counterparty agrees to indemnify and hold harmless Nomura and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an “**Indemnified Person**”) from and against any and all losses (including losses relating to Nomura’s hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 “insider”, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney’s fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty’s failure to provide Nomura with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person as a result of Counterparty’s failure to provide Nomura with a Repurchase Notice in accordance with this paragraph, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph (b) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(c)Regulation M. Counterparty is not on the Trade Date engaged in a distribution, as such term is used in Regulation M under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), of any securities of Counterparty, other than a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M. Counterparty shall not, until the second Scheduled Trading Day immediately following the Effective Date, engage in any such distribution.

(d)No Manipulation. Counterparty is not entering into the Transaction to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares) or otherwise in violation of the Exchange Act.

(e)Transfer or Assignment.

- (i) Counterparty shall have the right to transfer or assign its rights and obligations hereunder with respect to all, but not less than all, of the Options hereunder (such Options, the “**Transfer Options**”); *provided* that such transfer or assignment shall be subject to reasonable conditions that Nomura may impose, including but not limited, to the following conditions:
- (A) With respect to any Transfer Options, Counterparty shall not be released from its notice and indemnification obligations pursuant to Section 9(b) or any obligations under Section 9(l) or 9(p) of this Confirmation;
 - (B) Any Transfer Options shall only be transferred or assigned to a third party that is a United States person (as defined in the Internal Revenue Code of 1986, as amended);
 - (C) Such transfer or assignment shall be effected on terms, including any reasonable undertakings by such third party (including, but not limited to, an undertaking with respect to compliance with applicable securities laws in a manner that, in the reasonable judgment of Nomura, will not expose Nomura to material risks under applicable securities laws) and execution of any documentation and delivery of legal opinions with respect to securities laws and other matters by such third party and Counterparty, as are requested and reasonably satisfactory to Nomura;
 - (D) Nomura will not, as a result of such transfer and assignment, be required to pay the transferee on any payment date an amount under Section 2(d)(i)(4) of the Agreement greater than an amount that Nomura would have been required to pay to Counterparty in the absence of such transfer and assignment;
 - (E) An Event of Default, Potential Event of Default or Termination Event will not occur as a result of such transfer and assignment;
 - (F) Without limiting the generality of clause (B), Counterparty shall cause the transferee to make such Payee Tax Representations and to provide such tax documentation as may be reasonably requested by Nomura to permit Nomura to determine that results described in clauses (D) and (E) will not occur upon or after such transfer and assignment;
 - (G) Counterparty shall be responsible for all reasonable costs and expenses, including reasonable counsel fees, incurred by Nomura in connection with such transfer or assignment; and
 - (H) Nomura shall have completed its customary on-boarding process with respect to the transferee (including satisfaction of all know-your-customer and anti-money laundering requirements, and other customary account opening processes).
- (ii) Nomura may, without Counterparty’s consent, but upon prior written notice, transfer or assign all or any part of its rights or obligations under the Transaction (A) to any affiliate of Nomura (1) that has a rating for its long term, unsecured and unsubordinated indebtedness that is equal to or better than Nomura’s credit rating at the time of such transfer or assignment, or (2) whose obligations hereunder will be guaranteed, pursuant to the terms of a customary guarantee in a form used by Nomura generally for similar transactions, by Nomura or Nomura Holdings Inc. or (B) to any other third party with a rating for its long term, unsecured and unsubordinated indebtedness equal to or better than the lesser of (1) the credit rating of Nomura at the time of the transfer and (2) A- by Standard and Poor’s Rating Group, Inc. or its successor (“**S&P**”), A- by Fitch Ratings Inc. or its successor (“**Fitch**”) or A3 by Moody’s Investor Service, Inc. or its successor (“**Moody’s**”) or, if any of S&P, Fitch or Moody’s ceases to rate such debt, at least an equivalent rating or better by a substitute rating agency mutually agreed by Counterparty and Nomura; *provided* that (i) under the applicable law effective on the date of such transfer or assignment, Counterparty will not receive a payment that is less than the payment Counterparty would have received in the absence of such transfer or assignment on account of any deduction or withholding under Section 2(d)(i) of

the Agreement and (ii) no Event of Default, Potential Event of Default or Termination Event will occur as a result of such transfer or assignment. If at any time at which (A) the Section 16 Percentage exceeds 4.5%, or (B) the Share Amount exceeds the Applicable Share Limit (if any applies) (any such condition described in clause (A) or (B), an “**Excess Ownership Position**”), Nomura is unable after using its commercially reasonable efforts to effect a transfer or assignment of Options to a third party on pricing terms reasonably acceptable to Nomura and within a time period reasonably acceptable to Nomura such that no Excess Ownership Position exists, then Nomura may designate any Exchange Business Day as an Early Termination Date with respect to a portion of the Transaction (the “**Terminated Portion**”), such that following such partial termination no Excess Ownership Position exists. In the event that Nomura so designates an Early Termination Date with respect to a portion of the Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the number of Options underlying the Terminated Portion, (2) Counterparty were the sole Affected Party with respect to such partial termination and (3) the Terminated Portion were the sole Affected Transaction (and, for the avoidance of doubt, the provisions of Section 9(j) shall apply to any amount that is payable by Nomura to Counterparty pursuant to this sentence as if Counterparty was not the Affected Party). The “**Section 16 Percentage**” as of any day is the fraction, expressed as a percentage, as determined by Nomura, (A) the numerator of which is the number of Shares that Nomura and each person subject to aggregation of Shares with Nomura under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder directly or indirectly beneficially own (as defined under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder) and (B) the denominator of which is the number of Shares outstanding. The “**Share Amount**” as of any day is the number of Shares that Nomura and any person whose ownership position would be aggregated with that of Nomura (Nomura or any such person, a “**Nomura Person**”) under any law, rule, regulation, regulatory order or organizational documents or contracts of Counterparty that are, in each case, applicable to ownership of Shares (“**Applicable Restrictions**”), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership under any Applicable Restriction, as determined by Nomura in its sole discretion. The “**Applicable Share Limit**” means a number of Shares equal to (A) the minimum number of Shares that could give rise to reporting or registration obligations or other requirements (including obtaining prior approval from any person or entity) of a Nomura Person, or could result in an adverse effect on a Nomura Person, under any Applicable Restriction, as determined by Nomura in its sole discretion, *minus* (B) 1% of the number of Shares outstanding. Nomura will use its commercially reasonable efforts to promptly so notify Counterparty if the Section 16 Percentage exceeds 4.0%.

- (iii) Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Nomura to purchase, sell, receive or deliver any Shares or other securities, or make or receive any payment in cash, to or from Counterparty, Nomura may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities, or to make or receive such payment in cash, and otherwise to perform Nomura’s obligations in respect of the Transaction and any such designee may assume such obligations. Nomura shall be discharged of its obligations to Counterparty to the extent of any such performance.

(f) Staggered Settlement. If Net Share Settlement or Combination Settlement applies to an exercise of Options hereunder and, with respect to applicable legal and regulatory requirements, including any requirements relating to Nomura’s hedging activities hereunder, Nomura reasonably determines that it would not be practicable or advisable to deliver, or to acquire Shares to deliver, any or all of the Shares to be delivered by Nomura on the Settlement Date, Nomura may, by notice to Counterparty on or prior to the Settlement Date (the “**Nominal Settlement Date**”), elect to deliver the Shares on two or more dates (each, a “**Staggered Settlement Date**”) as follows:

- (i) in such notice, Nomura will specify to Counterparty the related Staggered Settlement Dates (the first of which will be the Nominal Settlement Date and the last of which will be no later

- than the twentieth (20th) Exchange Business Day following the Nominal Settlement Date) and the number of Shares that it will deliver on each Staggered Settlement Date;
- (ii) the aggregate number of Shares that Nomura will deliver to Counterparty hereunder on all such Staggered Settlement Dates will equal the number of Shares that Nomura would otherwise be required to deliver on the Nominal Settlement Date; and
 - (iii) the provisions in Section 2 hereof relating to Net Share Settlement or Combination Settlement, as the case may be, will apply on each Staggered Settlement Date, except that the Shares otherwise deliverable on the Nominal Settlement Date will be allocated among such Staggered Settlement Dates as specified by Nomura in the notice referred to in clause (i) above.

(g) Additional Termination Events.

- (i) Counterparty shall notify Nomura in writing of (a) any “Conversion Date” (as defined in the Certificate of Designation), (x) in respect of which a “Notice of Conversion” (within the meaning of the Certificate of Designation) that is effective as to Counterparty has been delivered by the converting holder and (y) that occurs prior to the Expiration Date (an “**Early Conversion Date**”), and (b) the number of Convertible Preferred Shares so converted, no later than 5:00 p.m. (New York City time) on the Scheduled Valid Day immediately following such Early Conversion Date (any such notice, an “**Early Conversion Notice**”). Notwithstanding anything to the contrary in this Confirmation, the receipt by Nomura from Counterparty, within the applicable time period set forth in the immediately preceding sentence, of an Early Conversion Notice shall constitute an Additional Termination Event as provided in this Section 9(f)(i). Upon receipt of any such Early Conversion Notice, Nomura shall designate an Exchange Business Day following such Additional Termination Event as an Early Termination Date with respect to the portion of this Transaction corresponding to a number of Options (the “**Early Conversion Options**”) equal to the lesser of (A) the number of Convertible Preferred Shares specified in such Early Conversion Notice and (B) the Number of Options as of the date Nomura designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Early Conversion Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to the number of Early Conversion Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction (and, for the avoidance of doubt, in determining the amount payable pursuant to Section 6 of the Agreement, the Calculation Agent shall not take into account any adjustments to the Option Entitlement that result from corresponding adjustments to the “Conversion Rate” (as defined in the Certificate of Designation) pursuant to Section 12 of the Certificate of Designation).
- (ii) Promptly following any repurchase and cancellation of Convertible Preferred Shares, Counterparty shall notify Nomura in writing of such repurchase and cancellation and the number of Convertible Preferred Shares so repurchased and cancelled (any such notice, a “**Repurchase Notice**”). Notwithstanding anything to the contrary in this Confirmation, the receipt by Nomura from Counterparty of any Repurchase Notice, within the applicable time period set forth in the preceding sentence, shall constitute an Additional Termination Event as provided in this Section 9(g)(ii). Upon receipt of any such Repurchase Notice, Nomura shall designate an Exchange Business Day following receipt of such Repurchase Notice as an Early Termination Date with respect to the portion of this Transaction corresponding to a number of Options (the “**Repurchase Options**”) equal to the lesser of (A) the number of such Convertible Preferred Shares specified in such Repurchase Notice and (B) the Number of Options as of the date Nomura designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Repurchase Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to

the number of Repurchase Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction.

(h) Amendments to Equity Definitions.

- (i) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (1) deleting from the fourth line thereof the word “or” after the word “official” and inserting a comma therefor, and (2) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor “or (C) the occurrence of any of the events specified in Section 5(a)(vii)(1) through (9) of the ISDA Master Agreement with respect to that Issuer.”
- (ii) Section 12.9(b)(i) of the Equity Definitions is hereby amended by (1) replacing “either party may elect” with “Nomura may elect” and (2) replacing “notice to the other party” with “notice to Counterparty” in the first sentence of such section.

(i) Setoff. In addition to and without limiting any rights of set-off that a party hereto may have as a matter of law, pursuant to contract or otherwise, upon the occurrence of an Early Termination Date, Nomura (and only Nomura) shall have the right to set off any obligation that it may have to Counterparty under this Confirmation, including without limitation any obligation to make any payment of cash or delivery of Shares or other property or securities, against any obligation Counterparty may have to Nomura under any other agreement between Nomura and Counterparty that does not convey to Nomura rights, or the ability to assert claims, that are senior to the rights and claims of common stockholders in the event of Counterparty’s bankruptcy (each such contract or agreement, a “**Separate Agreement**”), including without limitation any obligation to make a payment of cash or a delivery of Shares or any other property or securities. For this purpose, Nomura shall be entitled to convert any obligation (or the relevant portion of such obligation) denominated in one currency into another currency at the rate of exchange at which it would be able to purchase the relevant amount of such currency, and to convert any obligation to deliver any non-cash property into an obligation to deliver cash in an amount calculated by reference to the market value of such property as of the Early Termination Date, as determined by the Calculation Agent in its sole discretion; *provided* that in the case of a set-off of any obligation to release or deliver assets against any right to receive fungible assets, such obligation and right shall be set off in kind and; *provided further* that in determining the value of any obligation to deliver any Shares or other property or securities, the value at any time of such obligation shall be determined by reference to the market value of such Shares or other property or securities at such time, as determined in good faith by the Calculation Agent. If an obligation is unascertained at the time of any such set-off, the Calculation Agent may in good faith estimate the amount or value of such obligation, in which case set-off will be effected in respect of that estimate, and the relevant party shall account to the other party at the time such obligation or right is ascertained.

(j) Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events. If (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to the Transaction or (b) the Transaction is cancelled or terminated upon the occurrence of an Extraordinary Event (except as a result of (i) a Nationalization, Insolvency or Merger Event in which the consideration to be paid to holders of Shares consists solely of cash, (ii) a Merger Event or Tender Offer that is within Counterparty’s control, or (iii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party other than an Event of Default of the type described in Section 5(a)(iii), (v), (vi), (vii) or (viii) of the Agreement or a Termination Event of the type described in Section 5(b) of the Agreement, in each case that resulted from an event or events outside Counterparty’s control), and if Nomura would owe any amount to Counterparty pursuant to Section 6(d)(ii) of the Agreement or any Cancellation Amount pursuant to Article 12 of the Equity Definitions (any such amount, a “**Payment Obligation**”), then Nomura shall satisfy the Payment Obligation by the Share Termination Alternative (as defined below), unless (x) Counterparty gives irrevocable telephonic notice to Nomura, confirmed in writing within one Scheduled Trading Day, no later than 12:00 p.m. (New York City time) on the Merger Date, Tender Offer Date, Announcement Date (in the case of a Nationalization, Insolvency or Delisting), Early Termination Date or date of cancellation, as applicable, of its election that the Share Termination Alternative (as defined below) shall not apply,

and (y) Counterparty remakes the representation set forth in Section 8(f) as of the date of such election, in which case the provisions of Section 12.7 or Section 12.9 of the Equity Definitions, or the provisions of Section 6(d)(ii) of the Agreement, as the case may be, shall apply.

Share Termination Alternative:	If applicable, Nomura shall deliver to Counterparty the Share Termination Delivery Property on, or within a commercially reasonable period of time after, the date when the relevant Payment Obligation would otherwise be due pursuant to Section 12.7 or 12.9 of the Equity Definitions or Section 6(d)(ii) and 6(e) of the Agreement, as applicable (the “ Share Termination Payment Date ”), in satisfaction of such Payment Obligation in the manner reasonably requested by Counterparty free of payment.
Share Termination Delivery Property:	A number of Share Termination Delivery Units, as calculated by the Calculation Agent, equal to the Payment Obligation divided by the Share Termination Unit Price. The Calculation Agent shall adjust the Share Termination Delivery Property by replacing any fractional portion of a security therein with an amount of cash equal to the value of such fractional security based on the values used to calculate the Share Termination Unit Price.
Share Termination Unit Price:	The value to Nomura of property contained in one Share Termination Delivery Unit, as determined by the Calculation Agent in its discretion by commercially reasonable means and notified by the Calculation Agent to Nomura at the time of notification of the Payment Obligation. For the avoidance of doubt, the parties agree that in determining the Share Termination Delivery Unit Price the Calculation Agent may consider the purchase price paid in connection with the purchase of Share Termination Delivery Property.
Share Termination Delivery Unit:	One Share or, if the Shares have changed into cash or any other property or the right to receive cash or any other property as the result of a Nationalization, Insolvency or Merger Event (any such cash or other property, the “ Exchange Property ”), a unit consisting of the type and amount of such Exchange Property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Nationalization, Insolvency or Merger Event, as determined by the Calculation Agent.
Failure to Deliver:	Applicable
Other applicable provisions:	If Share Termination Alternative is applicable, the provisions of Sections 9.8, 9.9 and 9.11 (as modified above) of the Equity Definitions and the provisions set forth opposite the caption “Representation and Agreement” in Section 2 will be applicable, except that all references in such provisions to “Physically-settled” shall be read as references to “Share Termination Settled” and all references to “Shares” shall be read as references to “Share Termination Delivery Units”.

“Share Termination Settled” in relation to the Transaction means that the Share Termination Alternative is applicable to the Transaction.

- (k) Waiver of Jury Trial. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to the Transaction. Each party (i) certifies that no representative, agent or attorney of either party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into the Transaction, as applicable, by, among other things, the mutual waivers and certifications provided herein.
- (l) Registration. Counterparty hereby agrees that if, in the good faith reasonable judgment of Nomura, the Shares (“**Hedge Shares**”) acquired by Nomura for the purpose of hedging its obligations pursuant to the Transaction cannot be sold in the public market by Nomura without registration under the Securities Act, Counterparty shall, at its election, either (i) in order to allow Nomura to sell the Hedge Shares in a registered offering, make available to Nomura an effective registration statement under the Securities Act and enter into an agreement, in form and substance satisfactory to Nomura, substantially in the form of an underwriting agreement for a registered secondary offering; *provided, however*, that if Nomura, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this paragraph shall apply at the election of Counterparty, (ii) in order to allow Nomura to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance satisfactory to Nomura (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Nomura for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement), or (iii) purchase the Hedge Shares from Nomura at the Relevant Price on such Exchange Business Days, and in the amounts, requested by Nomura.
- (m) Tax Disclosure. Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.
- (n) Right to Extend. Nomura may postpone or add, in whole or in part, any Valid Day or Valid Days during the Settlement Averaging Period or any other date of valuation, payment or delivery by Nomura, with respect to some or all of the Options hereunder, if Nomura determines, in its commercially reasonable discretion, that such action is reasonably necessary or appropriate to preserve Nomura’s hedging or hedge unwind activity hereunder in light of existing liquidity conditions or to enable Nomura to effect transactions in Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that is, and, if Nomura were Counterparty or an affiliated purchaser of Counterparty, would be, in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Nomura.
- (o) Securities Contract; Swap Agreement. The parties hereto intend for (i) the Transaction to be a “securities contract” and a “swap agreement” as defined in the Bankruptcy Code (Title 11 of the United States Code) (the “**Bankruptcy Code**”), and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(17), 546(e), 546(g), 555 and 560 of the Bankruptcy Code, (ii) a party’s right to liquidate the Transaction and to exercise any other remedies upon the occurrence of any Event of Default under the Agreement with respect to the other party to constitute a “contractual right” as described in the Bankruptcy Code, and (iii) each payment and delivery of cash, securities or other property hereunder to constitute a “margin payment” or “settlement payment” and a “transfer” as defined in the Bankruptcy Code.
- (p) Notice of Certain Other Events. Counterparty covenants and agrees that:

- (i) promptly following the public announcement of the results of any election by the holders of Shares with respect to the consideration due upon consummation of any Merger Event, Counterparty shall give Nomura written notice of (x) the weighted average of the types and amounts of consideration received by the holders of Shares that affirmatively make such an election or (y) if no holders of Shares affirmatively make such an election, the types and amounts of consideration actually received by holders of Shares (the date of such notification, the “**Consideration Notification Date**”); *provided* that in no event shall the Consideration Notification Date be later than the date on which such Merger Event is consummated; and
 - (ii) promptly following any adjustment to the Convertible Preferred Shares in connection with any Potential Adjustment Event, Merger Event or Tender Offer, Counterparty shall give Nomura written notice of the details of such adjustment.
- (q) Wall Street Transparency and Accountability Act. In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 (“**WSTAA**”), the parties hereby agree that neither the enactment of WSTAA or any regulation under the WSTAA, nor any requirement under WSTAA or an amendment made by WSTAA, shall limit or otherwise impair either party’s otherwise applicable rights to terminate, renegotiate, modify, amend or supplement this Confirmation or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Confirmation, the Equity Definitions incorporated herein, or the Agreement (including, but not limited to, rights arising from Change in Law, Hedging Disruption, Increased Cost of Hedging, an Excess Ownership Position, or Illegality (as defined in the Agreement)).
- (r) Agreements and Acknowledgements Regarding Hedging. Counterparty understands, acknowledges and agrees that: (A) at any time on and prior to the Expiration Date, Nomura and its affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to adjust its hedge position with respect to the Transaction; (B) Nomura and its affiliates also may be active in the market for Shares other than in connection with hedging activities in relation to the Transaction; (C) Nomura shall make its own determination as to whether, when or in what manner any hedging or market activities in securities of Issuer shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Relevant Prices; and (D) any market activities of Nomura and its affiliates with respect to Shares may affect the market price and volatility of Shares, as well as the Relevant Prices, each in a manner that may be adverse to Counterparty.
- (s) Early Unwind. In the event the sale of the “Firm Securities” (as defined in the Purchase Agreement) is not consummated with the Initial Purchasers for any reason, or Counterparty fails to deliver to Nomura opinions of counsel as required pursuant to Section 9(a), in each case by 5:00 p.m. (New York City time) on the Closing Date, or such later date as agreed upon by the parties (the Closing Date or such later date, the “**Early Unwind Date**”), the Transaction shall automatically terminate (the “**Early Unwind**”) on the Early Unwind Date and (i) the Transaction and all of the respective rights and obligations of Nomura and Counterparty under the Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with the Transaction either prior to or after the Early Unwind Date; *provided* that Counterparty shall purchase from Nomura on the Early Unwind Date all Shares purchased by Nomura or one or more of its affiliates in connection with the Transaction at the then prevailing market price, as determined by the Calculation Agent. Each of Nomura and Counterparty represents and acknowledges to the other that, subject to the proviso included in this Section 9(s), upon an Early Unwind, all obligations with respect to the Transaction shall be deemed fully and finally discharged.
- (t) Conduct Rules. Counterparty acknowledges and agrees to be bound by the Conduct Rules of the Financial Industry Regulatory Authority, Inc. applicable to transactions in options, and further agrees not to violate the position and exercise limits set forth therein.
- (u) Matters relating to Nomura and the Agent.

- (i) Nomura is not registered as a broker or dealer under the Exchange Act. Nomura Securities International, Inc. (“**Agent**”) has acted solely as agent for Nomura and Counterparty to the extent required by law in connection with the Transaction and has no obligations, by way of issuance, endorsement, guarantee or otherwise, with respect to the performance of either party under the Transaction. The parties agree to proceed solely against each other, and not against Agent, in seeking enforcement of their rights and obligations with respect to the Transaction, including their rights and obligations with respect to payment of funds and delivery of securities.
- (ii) Agent may have been paid a fee by Nomura in connection with the Transaction. Further details will be furnished upon written request.
- (iii) The time of dealing for the Transaction will be furnished by Agent upon written request.

(v) Payment by Counterparty. In the event that, following the payment by Counterparty of the Premium hereunder, (i) an Early Termination Date occurs or is designated with respect to the Transaction as a result of a Termination Event or an Event of Default (other than an Event of Default arising under Section 5(a)(ii) or 5(a)(iv) of the Agreement) and, as a result, Counterparty owes to Nomura an amount calculated under Section 6(e) of the Agreement, or (ii) Counterparty owes to Nomura, pursuant to Section 12.7 or Section 12.9 of the Equity Definitions, an amount calculated under Section 12.8 of the Equity Definitions, such amount shall be deemed to be zero.

(w) Other Adjustments Pursuant to the Equity Definitions. Upon the occurrence of a Merger Date, the occurrence of a Tender Offer Date, or declaration by Counterparty of the terms of any Potential Adjustment Event, respectively, as such terms are defined in the Equity Definitions (subject to the immediately succeeding sentence), the Calculation Agent may, in its sole discretion, adjust the Cap Price to preserve the fair value of the Options to Nomura; *provided* that in no event shall the Cap Price be less than the Strike Price. Notwithstanding anything to the contrary in this Confirmation, solely for the purpose of adjusting the Cap Price pursuant to this section 9(w), the terms “Potential Adjustment Event,” “Merger Event,” and “Tender Offer” shall each have the meanings assigned to such term in the Equity Definitions (*provided* that Section 11.2(e)(vii) of the Equity Definitions shall be amended by (x) replacing the words “a diluting or concentrative” with “a material” and (y) adding the phrase “or the Options” at the end of such sentence).

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and returning it to us.

Very truly yours,

Nomura Global Financial Products Inc.

By: /s/ Andrew Munro _____

Authorized Signatory

Name: Andrew Munro

Accepted and confirmed
as of the Trade Date:

Cowen Group, Inc.

By: /s/ Stephen Lasota _____

Authorized Signatory

Name: Stephen Lasota

Nomura Global Financial Products Inc.
c/o Nomura Securities International, Inc.
Worldwide Plaza
309 West 49th Street
5th Floor
New York, NY 10019

May 19, 2015

To: Cowen Group, Inc.
599 Lexington Avenue
21st Floor
New York, NY 10022
Facsimile No.: (212) 845-7999; (212) 201-4840
Attention: Stephen Lasota, Chief Financial Officer
Telephone No.: (212) 845-7917

Re: Additional Capped Call Option Transaction

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the call option transaction entered into between Nomura Global Financial Products Inc. (“**Nomura**”) and Cowen Group, Inc. (“**Counterparty**”) as of the Trade Date specified below (the “**Transaction**”). This letter agreement constitutes a “Confirmation” as referred to in the ISDA Master Agreement specified below. This Confirmation shall replace any previous agreements and serve as the final documentation for the Transaction.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the “**Equity Definitions**”), as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”), are incorporated into this Confirmation. In the event of any inconsistency between the Equity Definitions and this Confirmation, this Confirmation shall govern. Certain defined terms used herein are based on terms that are defined in the Offering Memorandum dated May 13, 2015 (the “**Offering Memorandum**”) relating to the 105,000 shares of 5.625% Series A Cumulative Perpetual Convertible Preferred Stock (the “**Convertible Preferred Shares**” and each such share with USD 1,000 liquidation preference, a “**Convertible Preferred Share**”) issued by Counterparty (as increased by 15,750 shares pursuant to the exercise by the Initial Purchasers (as defined herein) of their option to purchase additional Convertible Preferred Shares pursuant to the Purchase Agreement (as defined herein)), the rights, preferences and privileges of which are set forth in a Certificate of Designation dated May 19, 2015 of the Counterparty (the “**Certificate of Designation**”). In the event of any inconsistency between the terms defined in the Offering Memorandum, the Certificate of Designation and this Confirmation, this Confirmation shall govern. The parties acknowledge that this Confirmation is entered into on the date hereof with the understanding that (i) definitions set forth in the Certificate of Designation which are also defined herein by reference to the Certificate of Designation and (ii) sections of the Certificate of Designation that are referred to herein will conform to the descriptions thereof in the Offering Memorandum. If any such definitions in the Certificate of Designation or any such sections of the Certificate of Designation differ from the descriptions thereof in the Offering Memorandum, the descriptions thereof in the Offering Memorandum will govern for purposes of this Confirmation. The parties further acknowledge that the Certificate of Designation section numbers used herein are based on the Certificate of Designation as executed. Subject to the foregoing, references to the Certificate of Designation herein are references to the Certificate of Designation as in effect on the date of its execution, and if the Certificate of Designation is amended or supplemented following such date (other than any amendment or supplement (x) pursuant to Section 4(g)(ii) of the Certificate of Designation that, as determined by the Calculation Agent, conforms the Certificate of Designation to the description of Convertible Preferred Shares in the Offering Memorandum or (y) pursuant to Section 8 of the Certificate of Designation, subject, in the case of this clause (y), to the second paragraph under “Method of Adjustment” in Section 3), any such amendment will be disregarded for purposes of this Confirmation unless the parties agree otherwise in writing.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties’ entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

1. This Confirmation evidences a complete and binding agreement between Nomura and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to an agreement in the form of the 2002 ISDA Master Agreement (the “**Agreement**”) as if Nomura and Counterparty had executed an agreement in such form (but without any Schedule except for the election of (i) the laws of the State of New York as the governing law (without reference to choice of law doctrine), (ii) Nomura Holdings, Inc. as a Credit Support Provider, and (iii) the Guarantee of Nomura Holdings, Inc. dated May 14, 2015 referencing this transaction as a Credit Support Document) on the Trade Date. In the event of any inconsistency between provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of the Transaction to which this Confirmation relates. The parties hereby agree that no transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement. The Transaction shall constitute a Share Option Transaction for purposes of the Equity Definitions.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms.

Trade Date:	May 19, 2015
Effective Date:	The third Exchange Business Day immediately prior to the Premium Payment Date
Option Style:	European, as described under “Procedures for Exercise” below
Option Type:	Call
Buyer:	Counterparty
Seller:	Nomura
Shares:	The Class A Common Stock of Counterparty, par value USD 0.01 per share (Exchange symbol “COWN”).
Number of Options:	15,750. For the avoidance of doubt, the Number of Options shall be reduced by any Options exercised by Counterparty. In no event will the Number of Options be less than zero.
Option Entitlement:	152.2476.
Strike Price:	USD 6.5682
Cap Price:	USD 8.385
Premium:	USD 2,071,125
Premium Payment Date:	The Closing Date
Closing Date:	May 20, 2015
Exchange:	The NASDAQ Global Select Market
Related Exchange(s):	All Exchanges
Excluded Provisions:	Section 12 and Section 13(l) of the Certificate of Designation.

Procedures for Exercise.

Expiration Time:	The Valuation Time
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Expiration Date: May 20, 2020

Automatic Exercise: Notwithstanding Section 3.4 of the Equity Definitions, a number of Options equal to the then-current Number of Options shall be deemed to be automatically exercised on the Expiration Date.

For the avoidance of doubt, in no event shall the number of Options that are exercised or deemed exercised hereunder exceed the Number of Options.

Valuation Time: At the close of trading of the regular trading session on the Exchange; *provided* that if the principal trading session is extended, the Calculation Agent shall determine the Valuation Time in its reasonable discretion.

Market Disruption Event: Section 6.3(a) of the Equity Definitions is hereby replaced in its entirety by the following:

“‘Market Disruption Event’ means, in respect of a Share, (i) a failure by the primary United States national or regional securities exchange or market on which the Shares are listed or admitted for trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m. (New York City time) on any Scheduled Valid Day for the Shares for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Shares or in any options contracts or futures contracts relating to the Shares.”

Settlement Terms.

Settlement Method Election: Applicable; *provided* that (i) Section 7.1 of the Equity Definitions shall be amended by (a) replacing the words “Cash Settlement or Physical Settlement” in the first sentence thereof with “Cash Settlement, Net Share Settlement or Combination Settlement” and (b) inserting the words “, and in the case of Combination Settlement, the Specified Dollar Amount that will apply to the Transaction” (x) at the end of the first sentence thereof and (y) immediately following the words “with respect to such Transaction” in the last sentence thereof and (ii) Counterparty may elect Cash Settlement or Combination Settlement only if Counterparty represents to Nomura in writing on the date of such election that (a) Counterparty is not in possession of any material non-public information regarding Counterparty or the Shares, (b) Counterparty is making such election in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws and (c) (x) the assets of Counterparty at their fair valuation exceed the liabilities of Counterparty (including contingent liabilities), (y) the capital of Counterparty is adequate to conduct the business of Counterparty, and (z) Counterparty has the ability to pay

its debts and obligations as they mature and does not intend to, and does not believe that it will, incur debt beyond its ability to pay as such debts mature.

Electing Party:	Counterparty.
Settlement Method Election Date:	The Expiration Date.
Default Settlement Method:	Net Share Settlement.
Specified Dollar Amount:	In the case of Combination Settlement, an amount in USD, which shall be greater than USD 1,000, as specified by Counterparty to Nomura in writing no later than the Settlement Method Election Date.
Net Share Settlement:	If applicable, Nomura will deliver to Counterparty, on the Settlement Date, a number of Shares equal to the Net Share Settlement Amount in respect of any Option exercised or deemed exercised hereunder. In no event will the Net Share Settlement Amount be less than zero.
Net Share Settlement Amount:	In respect of any Option exercised or deemed exercised hereunder, a number of Shares equal to the sum of the Daily Net Share Settlement Amounts for each of the 50 consecutive Valid Days during the Settlement Averaging Period.
Daily Net Share Settlement Amount:	For each of the 50 consecutive Valid Days during the Settlement Averaging Period, a number of Shares equal to the quotient of (i) the Daily Option Value on such Valid Day, <i>divided by</i> (ii) the Relevant Price for such Valid Day.
Daily Option Value:	For each of the 50 Valid Days in the Settlement Averaging Period, 2% of the product of (i) the Option Entitlement and (ii) the Strike Price Differential on such Valid Day.
Strike Price Differential:	For each Valid Day in the Settlement Averaging Period, if the Relevant Price on such Valid Day is: <ul style="list-style-type: none">(i) greater than or equal to the Cap Price, the Cap Price <i>less</i> the Strike Price;(ii) greater than the Strike Price and less than the Cap Price, the Relevant Price on such Valid Day <i>less</i> the Strike Price; or(iii) less than or equal to the Strike Price, USD 0.00.
Combination Settlement:	If applicable, Nomura will pay or deliver, as the case may be, to Counterparty, on the Settlement Date, the amount of cash and number of Shares included in the Combination Settlement Amount in respect of any Option exercised or deemed exercised hereunder. In no event will such amount of cash or such number of Shares be less than zero.
Combination Settlement Amount:	In respect of any Option exercised or deemed exercised hereunder, an amount of cash equal to the aggregate amount

of cash, together with a number of Shares equal to the aggregate number of Shares, included in the Daily Combination Settlement Amounts for each of the 50 consecutive Valid Days during the Settlement Averaging Period.

Daily Combination Settlement Amount:	For each of the 50 consecutive Valid Days during the Settlement Averaging Period: <ul style="list-style-type: none">(i) an amount of cash equal to the lesser of (a) the Daily Option Measurement Value and (b) the Daily Option Value on such Valid Day; and(ii) (a) if the Daily Option Value on such Valid Day exceeds the Daily Option Measurement Value, a number of Shares equal to (1) the difference between the Daily Option Value on such Valid Day and the Daily Option Measurement Value, <i>divided by</i> (2) the Relevant Price for such Valid Day, and (b) otherwise, zero Shares.
Daily Option Measurement Value:	(i) The excess of the Specified Dollar Amount <i>over</i> USD 1,000 <i>divided by</i> (ii) 50.
Fractional Shares:	If Combination Settlement or Net Share Settlement is applicable in respect of any Option exercised or deemed exercised hereunder, notwithstanding anything to the contrary herein, Nomura shall pay cash to Counterparty on the Settlement Date in lieu of delivering any fractional Shares that would otherwise be included in the Combination Settlement Amount or the Net Share Settlement Amount, as the case may be, in each case, valued at the Relevant Price on the last Valid Day of the Settlement Averaging Period.
Cash Settlement:	If applicable, in lieu of Section 8.1 of the Equity Definitions, Nomura will pay to Counterparty, on the Settlement Date, the Option Cash Settlement Amount in respect of any Option exercised or deemed exercised hereunder. In no event will the Option Cash Settlement Amount be less than zero.
Option Cash Settlement Amount:	In respect of any Option exercised or deemed exercised hereunder, an amount in cash equal to the sum of the Daily Option Values for each of the 50 consecutive Valid Days during the Settlement Averaging Period.
Valid Day:	A day on which (i) there is no Market Disruption Event and (ii) trading in the Shares generally occurs on the Exchange or, if the Shares are not then listed on the Exchange, on the principal other United States national or regional securities exchange on which the Shares are then listed or, if the Shares are not then listed on a United States national or regional securities exchange, on the principal other market on which the Shares are then listed or admitted for trading. If the Shares are not so listed or admitted for trading, "Valid Day" means a Business Day.
Scheduled Valid Day:	A day that is scheduled to be a Valid Day on the principal United States national or regional securities exchange or

market on which the Shares are listed or admitted for trading. If the Shares are not so listed or admitted for trading, “Scheduled Valid Day” means a Business Day.

Business Day:	Any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.
Relevant Price:	On any Valid Day, the per Share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page COWN <equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Valid Day (or if such volume-weighted average price is unavailable at such time, the market value of one Share on such Valid Day, as determined by the Calculation Agent using, if practicable, a volume-weighted average method). The Relevant Price will be determined without regard to after hours trading or any other trading outside of the regular trading session trading hours.
Settlement Averaging Period:	For any Option exercised or deemed exercised hereunder, the 50 consecutive Valid Days commencing on, and including, the third Valid Day immediately following May 20, 2020.
Settlement Date:	For any Option exercised or deemed exercised hereunder, the third Business Day immediately following the final Valid Day of the Settlement Averaging Period for such Option.
Settlement Currency:	USD
Other Applicable Provisions:	The provisions of Sections 9.1(c), 9.8, 9.9 and 9.11 of the Equity Definitions will be applicable, except that all references in such provisions to “Physically-settled” shall be read as references to “Share Settled”. “Share Settled” in relation to any Option exercised or deemed exercised hereunder means that Net Share Settlement or Combination Settlement is applicable to that Option.
Representation and Agreement:	Notwithstanding anything to the contrary in the Equity Definitions (including, but not limited to, Section 9.11 thereof), the parties acknowledge that any Shares delivered to Counterparty shall be, upon delivery, subject to restrictions and limitations arising from Counterparty’s status as issuer of the Shares under applicable securities laws.

3. Additional Terms applicable to the Transaction.

Adjustments applicable to the Transaction:

Potential Adjustment Events:	Other than for purposes of Section 9(w), notwithstanding Section 11.2(e) of the Equity Definitions, a “Potential Adjustment Event” means an occurrence of any event or condition, as set forth in any Dilution Adjustment Provision,
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that would result in an adjustment under the Certificate of Designation to the “Conversion Rate” or the composition of a “unit of Reference Property” or to any “Last Reported Sale Price,” “Daily VWAP,” “Daily Conversion Value” or “Daily Settlement Amount” (each as defined in the Certificate of Designation). For the avoidance of doubt, Nomura shall not have any delivery or payment obligation hereunder, and no adjustment shall be made to the terms of the Transaction, on account of (x) any distribution of cash, property or securities by Counterparty to holders of the Convertible Preferred Shares (upon conversion or otherwise) or (y) any other transaction in which holders of the Convertible Preferred Shares are entitled to participate, in each case, in lieu of an adjustment under the Certificate of Designation of the type referred to in the immediately preceding sentence (including, without limitation, pursuant to the fourth sentence of Section 13(c) of the Certificate of Designation or the last sentence of Section 13(d) of the Certificate of Designation).

Method of Adjustment:

Calculation Agent Adjustment, which means that, notwithstanding Section 11.2(c) of the Equity Definitions, upon any Potential Adjustment Event, the Calculation Agent shall make a corresponding adjustment to any one or more of the Strike Price, Number of Options, Option Entitlement and any other variable relevant to the exercise, settlement or payment for the Transaction; *provided* that, if any Potential Adjustment Event occurs during any “Observation Period” (as defined in the Certificate of Designation) but no adjustment was made to any Convertible Preferred Share under the Certificate of Designation because the holder thereof was deemed to be a record owner of the underlying Shares on the related “Conversion Date” (as defined in the Certificate of Designation), then the Calculation Agent shall make an adjustment, as determined by it, to the terms hereof in order to account for such Potential Adjustment Event.

Notwithstanding the foregoing and “Consequences of Merger Events/Tender Offers” below, if the Calculation Agent in good faith disagrees with any adjustment to the Convertible Preferred Shares that involves an exercise of discretion by Counterparty or its board of directors (including, without limitation, pursuant to Section 13(k) of the Certificate of Designation, Section 8 of the Certificate of Designation or any amendment to the Certificate of Designation entered into thereunder or in connection with any proportional adjustment or the determination of the fair value of any securities, property, rights or other assets), then in each such case, the Calculation Agent will determine the adjustment to be made to any one or more of the Strike Price, Number of Options, Option Entitlement and any other variable relevant to the exercise, settlement or payment for the Transaction in a commercially reasonable manner.

Dilution Adjustment Provisions: Section 13(a), (b), (c), (d), (e) and (k) of the Certificate of Designation.

Extraordinary Events applicable to the Transaction:

Merger Events: Applicable; *provided* that, other than for purposes of “Announcement Event”, “Announcement Date” and Section 9(w) below, notwithstanding Section 12.1(b) of the Equity Definitions, a “Merger Event” means any Share Exchange Transaction (as defined in the Certificate of Designation).

Tender Offers: Applicable; *provided* that, other than for purposes of “Announcement Event”, “Announcement Date” and Section 9(w) below, notwithstanding Section 12.1(d) of the Equity Definitions, a “Tender Offer” means the occurrence of any event or condition set forth in Section 13(e) of the Certificate of Designation.

Consequence of Merger Events /
Tender Offers:

Notwithstanding Section 12.2 and Section 12.3 of the Equity Definitions, upon the occurrence of a Merger Event or a Tender Offer, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Certificate of Designation to any one or more of the nature of the Shares (in the case of a Merger Event), Strike Price, Number of Options, Option Entitlement and any other variable relevant to the exercise, settlement or payment for the Transaction, subject to the second paragraph under “Method of Adjustment”;

provided, however, that such adjustment shall be made without regard to any adjustment to the “Conversion Rate” (as defined in the Certificate of Designation) pursuant to any Excluded Provision;

provided further that if, with respect to a Merger Event or a Tender Offer, (i) the consideration for the Shares includes (or, at the option of a holder of Shares, may include) shares of an entity or person that is not a corporation or is not organized under the laws of the United States, any State thereof or the District of Columbia or (ii) the Counterparty to the Transaction following such Merger Event or Tender Offer, will not be a corporation organized under the law of the United States or any State thereof, then Cancellation and Payment (Calculation Agent Determination) may apply at Nomura’s sole election; and

provided further that, for the avoidance of doubt, adjustments shall be made pursuant to the provisions set forth above regardless of whether any Merger Event or Tender Offer gives rise to an Early Conversion Date (as defined below).

Announcement Event:

If an Announcement Date occurs in respect of a Merger Event (for the avoidance of doubt, determined without regard to the language in the definition of “Merger Event” following the definition of “Reverse Merger” therein) or Tender Offer or public announcement is made by any entity in respect of any potential acquisition by Counterparty and/or its subsidiaries where the aggregate consideration exceeds 15% of the market capitalization of Counterparty as of the date of such announcement (such occurrence, an “**Announcement Event**”), then on the earliest to occur of the last Valid Day of the Settlement Averaging Period, an Early Termination Date or any other date of cancellation (the “**Announcement Event Adjustment Date**”) in respect of the Transaction, the Calculation Agent will determine the economic effect on the Transaction of the relevant event (regardless of whether the Announcement Event actually results in a Merger Event or Tender Offer, and taking into account such factors as the Calculation Agent may determine, including, without limitation, changes in volatility, expected dividends or liquidity relevant to the Shares or the Transaction whether prior to or after the Announcement Event or for any period of time, including, without limitation, the period from the Announcement Event to the relevant Announcement Event Adjustment Date). If the Calculation Agent determines that such economic effect on the Transaction is material, then on the Announcement Event Adjustment Date, the Calculation Agent may make such adjustment to the Cap Price as the Calculation Agent determines appropriate to account for such economic effect, which adjustment shall be effective immediately prior to the settlement, termination or cancellation of the Transaction, as the case may be; *provided* that in no event shall the Cap Price be less than the Strike Price.

Announcement Date:

The definition of “Announcement Date” in Section 12.1 of the Equity Definitions is hereby amended by (i) replacing the words “a firm” with the word “any” in the second and fourth lines thereof, (ii) replacing the word “leads to the” with the words “, if completed, would lead to a” in the third and the fifth lines thereof, (iii) replacing the words “voting shares” with the word “Shares” in the fifth line thereof, and (iv) inserting the words “by any entity” after the word “announcement” in the second and the fourth lines thereof.

Nationalization, Insolvency or Delisting:

Cancellation and Payment (Calculation Agent Determination); *provided* that, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select

Market or The NASDAQ Global Market (or their respective successors), such exchange or quotation system shall thereafter be deemed to be the Exchange.

Additional Disruption Events:

Change in Law: Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the word “Shares” with the phrase “Hedge Positions” in clause (X) thereof and (ii) inserting the parenthetical “(including, for the avoidance of doubt and without limitation, adoption or promulgation of new regulations authorized or mandated by existing statute)” at the end of clause (A) thereof.

Failure to Deliver: Applicable

Hedging Disruption: Applicable; *provided* that:

- (i) Section 12.9(a)(v) of the Equity Definitions is hereby amended by (a) inserting the following words at the end of clause (A) thereof: “in the manner contemplated by the Hedging Party on the Trade Date” and (b) inserting the following two phrases at the end of such Section:

“For the avoidance of doubt, the term “equity price risk” shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms.”; and

- (ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words “to terminate the Transaction”, the words “or a portion of the Transaction affected by such Hedging Disruption”.

Increased Cost of Hedging: Applicable

Hedging Party: For all applicable Additional Disruption Events, Nomura.

Determining Party: For all applicable Extraordinary Events, Nomura; *provided* that all determinations shall be made in good faith and in a commercially reasonable manner.

Non-Reliance: Applicable.

Agreements and Acknowledgements
Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

4. **Calculation Agent.** Nomura; *provided* that all calculations shall be made in good faith and in a commercially reasonable manner.

5. **Account Details.**

(a)Account for payments to Counterparty:

Bank: Capital One Bank
Bank Add.: 424 Madison Avenue New York, NY 10017
ABA#: 065-000-090
Acct No.: 7527921710
Beneficiary: Ramius LLC
Attn: Jolanta Kokoszka, (212) 834-1845
Ref: Call Spread

Account for delivery of Shares to Counterparty:

To be provided in writing by Counterparty.

(b)Account for payments to Nomura:

Agent Bank Name: BOA FX TRADING
Agent BIC: BOFAUS3N
Account Name: BANK OF AMERICA NY NGFP
Account No/Ref: 6550361610

6. Offices.

(a)The Office of Counterparty for the Transaction is: Inapplicable, Counterparty is not a Multibranch Party.

(b)The Office of Nomura for the Transaction is: Inapplicable, Nomura is not a Multibranch Party.

7. Notices.

(a)Address for notices or communications to Counterparty:

Cowen Group, Inc.
599 Lexington Avenue
21st Floor
New York, NY 10022
Facsimile No.: (212) 845-7999; (212) 201-4840
Attention: Stephen Lasota, Chief Financial Officer
Telephone No.: (212) 845-7917
Email: stephen.lasota@cowen.com

With a copy to:

Attention: Owen Littman, General Counsel
Telephone No.: (724) 773-2270
Email: owen.littman@cowen.com

(b)Address for notices or communications to Nomura:

Nomura Global Financial Products Inc.
c/o Nomura Securities International, Inc.
Worldwide Plaza
309 West 49th Street
5th Floor
New York, NY 10019
Attention: Equity Derivatives Operations
Telephone No.: (212) 667-9580

Facsimile No.: (646) 587-8638
Email: EDGUSOps@us.nomura.com

With copies to:

Attention: Stephen Roti
Title: Managing Director, Head of Equity Structuring/Equity Capital Markets, Americas
Telephone No.: (212) 436-8182
Facsimile No.: (646) 587-9334
Email: stephen.roti@nomura.com

Attention: James Chenard
Title: Executive Director
Telephone No.: (212) 667-1363
Facsimile No.: (646) 587-8740
Email: james.chenard@nomura.com

8. Representations and Warranties of Counterparty.

Each of the representations and warranties of Counterparty set forth in Section 3 of the Purchase Agreement (the “**Purchase Agreement**”), dated as of May 13, 2015, between Counterparty and Nomura Securities International, Inc., as representative of the Initial Purchasers party thereto (the “**Initial Purchasers**”), are true and correct and are hereby deemed to be repeated to Nomura as if set forth herein. Counterparty hereby further represents and warrants to Nomura on the date hereof and on and as of the Premium Payment Date that:

- (a) Counterparty has all necessary corporate power and authority to execute, deliver and perform its obligations in respect of the Transaction; such execution, delivery and performance have been duly authorized by all necessary corporate action on Counterparty’s part; and this Confirmation has been duly and validly executed and delivered by Counterparty and constitutes its valid and binding obligation, enforceable against Counterparty in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) and except that rights to indemnification and contribution hereunder may be limited by federal or state securities laws or public policy relating thereto.
- (b) Neither the execution and delivery of this Confirmation nor the incurrence or performance of obligations of Counterparty hereunder will conflict with or result in a breach of the certificate of incorporation or by-laws (or any equivalent documents) of Counterparty, or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which Counterparty or any of its subsidiaries is a party or by which Counterparty or any of its subsidiaries is bound or to which Counterparty or any of its subsidiaries is subject, or constitute a default under, or result in the creation of any lien under, any such agreement or instrument.
- (c) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required in connection with the execution, delivery or performance by Counterparty of this Confirmation, except such as have been obtained or made and such as may be required under the Securities Act of 1933, as amended (the “**Securities Act**”) or state securities laws.
- (d) Counterparty is not and, after consummation of the transactions contemplated hereby, will not be required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

- (e) Counterparty is an “eligible contract participant” (as such term is defined in Section 1a(18) of the Commodity Exchange Act, as amended, other than a person that is an eligible contract participant under Section 1a(18)(C) of the Commodity Exchange Act).
- (f) Each of it and its affiliates is not, on the date hereof, in possession of any material non-public information with respect to Counterparty or the Shares.
- (g) *[Reserved]*
- (h) Counterparty (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least \$50 million.
- (i) Counterparty represents and warrants that it has received, read and understands the OTC Options Risk Disclosure Statement and a copy of the most recent disclosure pamphlet prepared by The Options Clearing Corporation entitled “Characteristics and Risks of Standardized Options,” which is available at <http://www.optionsclearing.com/about/publications/character-risks.jsp>.
- (j) Prior to the Trade Date, Counterparty has delivered to Nomura a resolution of Counterparty’s board of directors authorizing the Transaction.

9. Other Provisions.

- (a) Opinion; Incumbency Certificate. Counterparty shall deliver to Nomura an incumbency certificate, dated as of the Closing Date, of Counterparty in customary form. Counterparty shall deliver to Nomura an opinion of counsel, dated as of the Closing Date, in a form reasonably satisfactory to Nomura. Delivery of such incumbency certificate and such opinion to Nomura shall be a condition precedent for the purpose of Section 2(a)(iii) of the Agreement with respect to each obligation of Nomura under Section 2(a)(i) of the Agreement.
- (b) Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Nomura a written notice of such repurchase (a “**Repurchase Notice**”) on such day if following such repurchase, the number of outstanding Shares as determined on such day is (i) less than 109.526 million (in the case of the first such notice) or (ii) thereafter more than 1.277 million less than the number of Shares included in the immediately preceding Repurchase Notice. Counterparty agrees to indemnify and hold harmless Nomura and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an “**Indemnified Person**”) from and against any and all losses (including losses relating to Nomura’s hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 “insider”, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney’s fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty’s failure to provide Nomura with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person as a result of Counterparty’s failure to provide Nomura with a Repurchase Notice in accordance with this paragraph, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any

proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph (b) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(c)Regulation M. Counterparty is not on the Trade Date engaged in a distribution, as such term is used in Regulation M under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), of any securities of Counterparty, other than a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M. Counterparty shall not, until the second Scheduled Trading Day immediately following the Effective Date, engage in any such distribution.

(d)No Manipulation. Counterparty is not entering into the Transaction to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares) or otherwise in violation of the Exchange Act.

(e)Transfer or Assignment.

- (i) Counterparty shall have the right to transfer or assign its rights and obligations hereunder with respect to all, but not less than all, of the Options hereunder (such Options, the “**Transfer Options**”); *provided* that such transfer or assignment shall be subject to reasonable conditions that Nomura may impose, including but not limited, to the following conditions:
 - (A) With respect to any Transfer Options, Counterparty shall not be released from its notice and indemnification obligations pursuant to Section 9(b) or any obligations under Section 9(l) or 9(p) of this Confirmation;
 - (B) Any Transfer Options shall only be transferred or assigned to a third party that is a United States person (as defined in the Internal Revenue Code of 1986, as amended);
 - (C) Such transfer or assignment shall be effected on terms, including any reasonable undertakings by such third party (including, but not limited to, an undertaking with respect to compliance with applicable securities laws in a manner that, in the reasonable judgment of Nomura, will not expose Nomura to material risks under applicable securities laws) and execution of any documentation and delivery of legal opinions with respect to securities laws and other matters by such third party and Counterparty, as are requested and reasonably satisfactory to Nomura;
 - (D) Nomura will not, as a result of such transfer and assignment, be required to pay the transferee on any payment date an amount under Section 2(d)(i)(4) of the Agreement greater than an amount that Nomura would have been required to pay to Counterparty in the absence of such transfer and assignment;

- (E) An Event of Default, Potential Event of Default or Termination Event will not occur as a result of such transfer and assignment;
 - (F) Without limiting the generality of clause (B), Counterparty shall cause the transferee to make such Payee Tax Representations and to provide such tax documentation as may be reasonably requested by Nomura to permit Nomura to determine that results described in clauses (D) and (E) will not occur upon or after such transfer and assignment;
 - (G) Counterparty shall be responsible for all reasonable costs and expenses, including reasonable counsel fees, incurred by Nomura in connection with such transfer or assignment; and
 - (H) Nomura shall have completed its customary on-boarding process with respect to the transferee (including satisfaction of all know-your-customer and anti-money laundering requirements, and other customary account opening processes).
- (ii) Nomura may, without Counterparty's consent, but upon prior written notice, transfer or assign all or any part of its rights or obligations under the Transaction (A) to any affiliate of Nomura (1) that has a rating for its long term, unsecured and unsubordinated indebtedness that is equal to or better than Nomura's credit rating at the time of such transfer or assignment, or (2) whose obligations hereunder will be guaranteed, pursuant to the terms of a customary guarantee in a form used by Nomura generally for similar transactions, by Nomura or Nomura Holdings Inc. or (B) to any other third party with a rating for its long term, unsecured and unsubordinated indebtedness equal to or better than the lesser of (1) the credit rating of Nomura at the time of the transfer and (2) A- by Standard and Poor's Rating Group, Inc. or its successor ("**S&P**"), A- by Fitch Ratings Inc. or its successor ("**Fitch**") or A3 by Moody's Investor Service, Inc. or its successor ("**Moody's**") or, if any of S&P, Fitch or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute rating agency mutually agreed by Counterparty and Nomura; *provided* that (i) under the applicable law effective on the date of such transfer or assignment, Counterparty will not receive a payment that is less than the payment Counterparty would have received in the absence of such transfer or assignment on account of any deduction or withholding under Section 2(d)(i) of the Agreement and (ii) no Event of Default, Potential Event of Default or Termination Event will occur as a result of such transfer or assignment. If at any time at which (A) the Section 16 Percentage exceeds 4.5%, or (B) the Share Amount exceeds the Applicable Share Limit (if any applies) (any such condition described in clause (A) or (B), an "**Excess Ownership Position**"), Nomura is unable after using its commercially reasonable efforts to effect a transfer or assignment of Options to a third party on pricing terms reasonably acceptable to Nomura and within a time period reasonably acceptable to Nomura such that no Excess Ownership Position exists, then Nomura may designate any Exchange Business Day as an Early Termination Date with respect to a portion of the Transaction (the "**Terminated Portion**"), such that following such partial termination no Excess Ownership Position exists. In the event that Nomura so designates an Early Termination Date with respect to a portion of the Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the number of Options underlying the Terminated Portion, (2) Counterparty were the sole Affected Party with respect to such partial termination and (3) the Terminated Portion were the sole Affected Transaction (and, for the avoidance of doubt, the provisions of Section 9(j) shall apply to any amount that is payable by Nomura to Counterparty pursuant to this sentence as if Counterparty was not the Affected Party). The "**Section 16 Percentage**" as of any day is the fraction, expressed as a percentage, as determined by Nomura, (A) the numerator of which is the number of Shares that Nomura and each person subject to aggregation of Shares with Nomura under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder directly or indirectly beneficially own (as defined under Section 13 or Section

16 of the Exchange Act and rules promulgated thereunder) and (B) the denominator of which is the number of Shares outstanding. The “**Share Amount**” as of any day is the number of Shares that Nomura and any person whose ownership position would be aggregated with that of Nomura (Nomura or any such person, a “**Nomura Person**”) under any law, rule, regulation, regulatory order or organizational documents or contracts of Counterparty that are, in each case, applicable to ownership of Shares (“**Applicable Restrictions**”), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership under any Applicable Restriction, as determined by Nomura in its sole discretion. The “**Applicable Share Limit**” means a number of Shares equal to (A) the minimum number of Shares that could give rise to reporting or registration obligations or other requirements (including obtaining prior approval from any person or entity) of a Nomura Person, or could result in an adverse effect on a Nomura Person, under any Applicable Restriction, as determined by Nomura in its sole discretion, *minus* (B) 1% of the number of Shares outstanding. Nomura will use its commercially reasonable efforts to promptly so notify Counterparty if the Section 16 Percentage exceeds 4.0%.

- (iii) Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Nomura to purchase, sell, receive or deliver any Shares or other securities, or make or receive any payment in cash, to or from Counterparty, Nomura may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities, or to make or receive such payment in cash, and otherwise to perform Nomura’s obligations in respect of the Transaction and any such designee may assume such obligations. Nomura shall be discharged of its obligations to Counterparty to the extent of any such performance.

(f) Staggered Settlement. If Net Share Settlement or Combination Settlement applies to an exercise of Options hereunder and, with respect to applicable legal and regulatory requirements, including any requirements relating to Nomura’s hedging activities hereunder, Nomura reasonably determines that it would not be practicable or advisable to deliver, or to acquire Shares to deliver, any or all of the Shares to be delivered by Nomura on the Settlement Date, Nomura may, by notice to Counterparty on or prior to the Settlement Date (the “**Nominal Settlement Date**”), elect to deliver the Shares on two or more dates (each, a “**Staggered Settlement Date**”) as follows:

- (i) in such notice, Nomura will specify to Counterparty the related Staggered Settlement Dates (the first of which will be the Nominal Settlement Date and the last of which will be no later than the twentieth (20th) Exchange Business Day following the Nominal Settlement Date) and the number of Shares that it will deliver on each Staggered Settlement Date;
- (ii) the aggregate number of Shares that Nomura will deliver to Counterparty hereunder on all such Staggered Settlement Dates will equal the number of Shares that Nomura would otherwise be required to deliver on the Nominal Settlement Date; and
- (iii) the provisions in Section 2 hereof relating to Net Share Settlement or Combination Settlement, as the case may be, will apply on each Staggered Settlement Date, except that the Shares otherwise deliverable on the Nominal Settlement Date will be allocated among such Staggered Settlement Dates as specified by Nomura in the notice referred to in clause (i) above.

(g) Additional Termination Events.

- (i) Counterparty shall notify Nomura in writing of (a) any “**Conversion Date**” (as defined in the Certificate of Designation), (x) in respect of which a “**Notice of Conversion**” (within the meaning of the Certificate of Designation) that is effective as to Counterparty has been delivered by the converting holder and (y) that occurs prior to the Expiration Date (an “**Early Conversion Date**”), and (b) the number of Convertible Preferred Shares so converted, no later than 5:00 p.m. (New York City time) on the Scheduled Valid Day immediately following such Early Conversion Date (any such notice, an “**Early Conversion Notice**”).

Notwithstanding anything to the contrary in this Confirmation, the receipt by Nomura from Counterparty, within the applicable time period set forth in the immediately preceding sentence, of an Early Conversion Notice shall constitute an Additional Termination Event as provided in this Section 9(f)(i). Upon receipt of any such Early Conversion Notice, Nomura shall designate an Exchange Business Day following such Additional Termination Event as an Early Termination Date with respect to the portion of this Transaction corresponding to a number of Options (the “**Early Conversion Options**”) equal to the lesser of (A) the number of Convertible Preferred Shares specified in such Early Conversion Notice less the number of “Early Conversion Options” (as defined in the letter agreement re: Base Capped Call Option Transaction, between the parties hereto, dated May 13, 2015 (the “**Base Capped Call Option Confirmation**”), if any, that relate to such Early Conversion Notice and (B) the Number of Options as of the date Nomura designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Early Conversion Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to the number of Early Conversion Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction (and, for the avoidance of doubt, in determining the amount payable pursuant to Section 6 of the Agreement, the Calculation Agent shall not take into account any adjustments to the Option Entitlement that result from corresponding adjustments to the “Conversion Rate” (as defined in the Certificate of Designation) pursuant to Section 12 of the Certificate of Designation).

- (ii) Promptly following any repurchase and cancellation of Convertible Preferred Shares, Counterparty shall notify Nomura in writing of such repurchase and cancellation and the number of Convertible Preferred Shares so repurchased and cancelled (any such notice, a “**Repurchase Notice**”). Notwithstanding anything to the contrary in this Confirmation, the receipt by Nomura from Counterparty of any Repurchase Notice, within the applicable time period set forth in the preceding sentence, shall constitute an Additional Termination Event as provided in this Section 9(g)(ii). Upon receipt of any such Repurchase Notice, Nomura shall designate an Exchange Business Day following receipt of such Repurchase Notice as an Early Termination Date with respect to the portion of this Transaction corresponding to a number of Options (the “**Repurchase Options**”) equal to the lesser of (A) the number of such Convertible Preferred Shares specified in such Repurchase Notice less the number of “Repurchase Options” (as defined in the Base Capped Call Option Confirmation), if any, that relate to such Repurchase Notice and (B) the Number of Options as of the date Nomura designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Repurchase Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to the number of Repurchase Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction.

(h) Amendments to Equity Definitions.

- (i) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (1) deleting from the fourth line thereof the word “or” after the word “official” and inserting a comma therefor, and (2) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor “or (C) the occurrence of any of the events specified in Section 5(a)(vii)(1) through (9) of the ISDA Master Agreement with respect to that Issuer.”
- (ii) Section 12.9(b)(i) of the Equity Definitions is hereby amended by (1) replacing “either party may elect” with “Nomura may elect” and (2) replacing “notice to the other party” with “notice to Counterparty” in the first sentence of such section.

(i) Setoff. In addition to and without limiting any rights of set-off that a party hereto may have as a matter of law, pursuant to contract or otherwise, upon the occurrence of an Early Termination Date, Nomura (and only Nomura) shall have the right to set off any obligation that it may have to Counterparty under this Confirmation, including without limitation any obligation to make any payment of cash or delivery of Shares or other property or securities, against any obligation Counterparty may have to Nomura under any other agreement between Nomura and Counterparty that does not convey to Nomura rights, or the ability to assert claims, that are senior to the rights and claims of common stockholders in the event of Counterparty's bankruptcy (each such contract or agreement, a "**Separate Agreement**"), including without limitation any obligation to make a payment of cash or a delivery of Shares or any other property or securities. For this purpose, Nomura shall be entitled to convert any obligation (or the relevant portion of such obligation) denominated in one currency into another currency at the rate of exchange at which it would be able to purchase the relevant amount of such currency, and to convert any obligation to deliver any non-cash property into an obligation to deliver cash in an amount calculated by reference to the market value of such property as of the Early Termination Date, as determined by the Calculation Agent in its sole discretion; *provided* that in the case of a set-off of any obligation to release or deliver assets against any right to receive fungible assets, such obligation and right shall be set off in kind and; *provided further* that in determining the value of any obligation to deliver any Shares or other property or securities, the value at any time of such obligation shall be determined by reference to the market value of such Shares or other property or securities at such time, as determined in good faith by the Calculation Agent. If an obligation is unascertained at the time of any such set-off, the Calculation Agent may in good faith estimate the amount or value of such obligation, in which case set-off will be effected in respect of that estimate, and the relevant party shall account to the other party at the time such obligation or right is ascertained.

(j) Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events. If (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to the Transaction or (b) the Transaction is cancelled or terminated upon the occurrence of an Extraordinary Event (except as a result of (i) a Nationalization, Insolvency or Merger Event in which the consideration to be paid to holders of Shares consists solely of cash, (ii) a Merger Event or Tender Offer that is within Counterparty's control, or (iii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party other than an Event of Default of the type described in Section 5(a)(iii), (v), (vi), (vii) or (viii) of the Agreement or a Termination Event of the type described in Section 5(b) of the Agreement, in each case that resulted from an event or events outside Counterparty's control), and if Nomura would owe any amount to Counterparty pursuant to Section 6(d)(ii) of the Agreement or any Cancellation Amount pursuant to Article 12 of the Equity Definitions (any such amount, a "**Payment Obligation**"), then Nomura shall satisfy the Payment Obligation by the Share Termination Alternative (as defined below), unless (x) Counterparty gives irrevocable telephonic notice to Nomura, confirmed in writing within one Scheduled Trading Day, no later than 12:00 p.m. (New York City time) on the Merger Date, Tender Offer Date, Announcement Date (in the case of a Nationalization, Insolvency or Delisting), Early Termination Date or date of cancellation, as applicable, of its election that the Share Termination Alternative (as defined below) shall not apply, and (y) Counterparty remakes the representation set forth in Section 8(f) as of the date of such election, in which case the provisions of Section 12.7 or Section 12.9 of the Equity Definitions, or the provisions of Section 6(d)(ii) of the Agreement, as the case may be, shall apply.

Share Termination Alternative:

If applicable, Nomura shall deliver to Counterparty the Share Termination Delivery Property on, or within a commercially reasonable period of time after, the date when the relevant Payment Obligation would otherwise be due pursuant to Section 12.7 or 12.9 of the Equity Definitions or Section 6(d)(ii) and 6(e) of the Agreement, as applicable (the "**Share Termination Payment Date**"), in satisfaction of such Payment

Obligation in the manner reasonably requested by Counterparty free of payment.

Share Termination Delivery Property:	A number of Share Termination Delivery Units, as calculated by the Calculation Agent, equal to the Payment Obligation divided by the Share Termination Unit Price. The Calculation Agent shall adjust the Share Termination Delivery Property by replacing any fractional portion of a security therein with an amount of cash equal to the value of such fractional security based on the values used to calculate the Share Termination Unit Price.
Share Termination Unit Price:	The value to Nomura of property contained in one Share Termination Delivery Unit, as determined by the Calculation Agent in its discretion by commercially reasonable means and notified by the Calculation Agent to Nomura at the time of notification of the Payment Obligation. For the avoidance of doubt, the parties agree that in determining the Share Termination Delivery Unit Price the Calculation Agent may consider the purchase price paid in connection with the purchase of Share Termination Delivery Property.
Share Termination Delivery Unit:	One Share or, if the Shares have changed into cash or any other property or the right to receive cash or any other property as the result of a Nationalization, Insolvency or Merger Event (any such cash or other property, the “ Exchange Property ”), a unit consisting of the type and amount of such Exchange Property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Nationalization, Insolvency or Merger Event, as determined by the Calculation Agent.
Failure to Deliver:	Applicable
Other applicable provisions:	If Share Termination Alternative is applicable, the provisions of Sections 9.8, 9.9 and 9.11 (as modified above) of the Equity Definitions and the provisions set forth opposite the caption “Representation and Agreement” in Section 2 will be applicable, except that all references in such provisions to “Physically-settled” shall be read as references to “Share Termination Settled” and all references to “Shares” shall be read as references to “Share Termination Delivery Units”. “Share Termination Settled” in relation to the Transaction means that the Share Termination Alternative is applicable to the Transaction.

(k) Waiver of Jury Trial. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to the Transaction. Each party (i) certifies that no representative, agent or attorney of either party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been

induced to enter into the Transaction, as applicable, by, among other things, the mutual waivers and certifications provided herein.

- (l) Registration. Counterparty hereby agrees that if, in the good faith reasonable judgment of Nomura, the Shares (“**Hedge Shares**”) acquired by Nomura for the purpose of hedging its obligations pursuant to the Transaction cannot be sold in the public market by Nomura without registration under the Securities Act, Counterparty shall, at its election, either (i) in order to allow Nomura to sell the Hedge Shares in a registered offering, make available to Nomura an effective registration statement under the Securities Act and enter into an agreement, in form and substance satisfactory to Nomura, substantially in the form of an underwriting agreement for a registered secondary offering; *provided, however*, that if Nomura, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this paragraph shall apply at the election of Counterparty, (ii) in order to allow Nomura to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance satisfactory to Nomura (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Nomura for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement), or (iii) purchase the Hedge Shares from Nomura at the Relevant Price on such Exchange Business Days, and in the amounts, requested by Nomura.
- (m) Tax Disclosure. Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.
- (n) Right to Extend. Nomura may postpone or add, in whole or in part, any Valid Day or Valid Days during the Settlement Averaging Period or any other date of valuation, payment or delivery by Nomura, with respect to some or all of the Options hereunder, if Nomura determines, in its commercially reasonable discretion, that such action is reasonably necessary or appropriate to preserve Nomura’s hedging or hedge unwind activity hereunder in light of existing liquidity conditions or to enable Nomura to effect transactions in Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that is, and, if Nomura were Counterparty or an affiliated purchaser of Counterparty, would be, in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Nomura.
- (o) Securities Contract; Swap Agreement. The parties hereto intend for (i) the Transaction to be a “securities contract” and a “swap agreement” as defined in the Bankruptcy Code (Title 11 of the United States Code) (the “**Bankruptcy Code**”), and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(17), 546(e), 546(g), 555 and 560 of the Bankruptcy Code, (ii) a party’s right to liquidate the Transaction and to exercise any other remedies upon the occurrence of any Event of Default under the Agreement with respect to the other party to constitute a “contractual right” as described in the Bankruptcy Code, and (iii) each payment and delivery of cash, securities or other property hereunder to constitute a “margin payment” or “settlement payment” and a “transfer” as defined in the Bankruptcy Code.
- (p) Notice of Certain Other Events. Counterparty covenants and agrees that:
- (i) promptly following the public announcement of the results of any election by the holders of Shares with respect to the consideration due upon consummation of any Merger Event, Counterparty shall give Nomura written notice of (x) the weighted average of the types and amounts of consideration received by the holders of Shares that affirmatively make such an election or (y) if no holders of Shares affirmatively make such an election, the types and amounts of consideration actually received by holders of Shares (the date of such notification,

the “**Consideration Notification Date**”); *provided* that in no event shall the Consideration Notification Date be later than the date on which such Merger Event is consummated; and

- (ii) promptly following any adjustment to the Convertible Preferred Shares in connection with any Potential Adjustment Event, Merger Event or Tender Offer, Counterparty shall give Nomura written notice of the details of such adjustment.

(q) Wall Street Transparency and Accountability Act. In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 (“**WSTAA**”), the parties hereby agree that neither the enactment of WSTAA or any regulation under the WSTAA, nor any requirement under WSTAA or an amendment made by WSTAA, shall limit or otherwise impair either party’s otherwise applicable rights to terminate, renegotiate, modify, amend or supplement this Confirmation or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Confirmation, the Equity Definitions incorporated herein, or the Agreement (including, but not limited to, rights arising from Change in Law, Hedging Disruption, Increased Cost of Hedging, an Excess Ownership Position, or Illegality (as defined in the Agreement)).

(r) Agreements and Acknowledgements Regarding Hedging. Counterparty understands, acknowledges and agrees that: (A) at any time on and prior to the Expiration Date, Nomura and its affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to adjust its hedge position with respect to the Transaction; (B) Nomura and its affiliates also may be active in the market for Shares other than in connection with hedging activities in relation to the Transaction; (C) Nomura shall make its own determination as to whether, when or in what manner any hedging or market activities in securities of Issuer shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Relevant Prices; and (D) any market activities of Nomura and its affiliates with respect to Shares may affect the market price and volatility of Shares, as well as the Relevant Prices, each in a manner that may be adverse to Counterparty.

(s) Early Unwind. In the event the sale of the “Additional Securities” (as defined in the Purchase Agreement) is not consummated with the Initial Purchasers for any reason, or Counterparty fails to deliver to Nomura opinions of counsel as required pursuant to Section 9(a), in each case by 5:00 p.m. (New York City time) on the Closing Date, or such later date as agreed upon by the parties (the Closing Date or such later date, the “**Early Unwind Date**”), the Transaction shall automatically terminate (the “**Early Unwind**”) on the Early Unwind Date and (i) the Transaction and all of the respective rights and obligations of Nomura and Counterparty under the Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with the Transaction either prior to or after the Early Unwind Date; *provided* that Counterparty shall purchase from Nomura on the Early Unwind Date all Shares purchased by Nomura or one or more of its affiliates in connection with the Transaction at the then prevailing market price, as determined by the Calculation Agent. Each of Nomura and Counterparty represents and acknowledges to the other that, subject to the proviso included in this Section 9(s), upon an Early Unwind, all obligations with respect to the Transaction shall be deemed fully and finally discharged.

(t) Conduct Rules. Counterparty acknowledges and agrees to be bound by the Conduct Rules of the Financial Industry Regulatory Authority, Inc. applicable to transactions in options, and further agrees not to violate the position and exercise limits set forth therein.

(u) Matters relating to Nomura and the Agent.

- (i) Nomura is not registered as a broker or dealer under the Exchange Act. Nomura Securities International, Inc. (“**Agent**”) has acted solely as agent for Nomura and Counterparty to the extent required by law in connection with the Transaction and has no obligations, by way of issuance, endorsement, guarantee or otherwise, with respect to the performance of either

party under the Transaction. The parties agree to proceed solely against each other, and not against Agent, in seeking enforcement of their rights and obligations with respect to the Transaction, including their rights and obligations with respect to payment of funds and delivery of securities.

- (ii) Agent may have been paid a fee by Nomura in connection with the Transaction. Further details will be furnished upon written request.
- (iii) The time of dealing for the Transaction will be furnished by Agent upon written request.

(v) Payment by Counterparty. In the event that, following the payment by Counterparty of the Premium hereunder, (i) an Early Termination Date occurs or is designated with respect to the Transaction as a result of a Termination Event or an Event of Default (other than an Event of Default arising under Section 5(a)(ii) or 5(a)(iv) of the Agreement) and, as a result, Counterparty owes to Nomura an amount calculated under Section 6(e) of the Agreement, or (ii) Counterparty owes to Nomura, pursuant to Section 12.7 or Section 12.9 of the Equity Definitions, an amount calculated under Section 12.8 of the Equity Definitions, such amount shall be deemed to be zero.

(w) Other Adjustments Pursuant to the Equity Definitions. Upon the occurrence of a Merger Date, the occurrence of a Tender Offer Date, or declaration by Counterparty of the terms of any Potential Adjustment Event, respectively, as such terms are defined in the Equity Definitions (subject to the immediately succeeding sentence), the Calculation Agent may, in its sole discretion, adjust the Cap Price to preserve the fair value of the Options to Nomura; *provided* that in no event shall the Cap Price be less than the Strike Price. Notwithstanding anything to the contrary in this Confirmation, solely for the purpose of adjusting the Cap Price pursuant to this section 9(w), the terms “Potential Adjustment Event,” “Merger Event,” and “Tender Offer” shall each have the meanings assigned to such term in the Equity Definitions (*provided* that Section 11.2(e)(vii) of the Equity Definitions shall be amended by (x) replacing the words “a diluting or concentrative” with “a material” and (y) adding the phrase “or the Options” at the end of such sentence).

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and returning it to us.

Very truly yours,

Nomura Global Financial Products Inc.

By: /s/ Andrew Munro

Authorized Signatory

Name: Andrew Munro

[Cowen Capped Call Sig Page - Additional]

Accepted and confirmed
as of the Trade Date:

Cowen Group, Inc.

By: /s/ Stephen Lasota

Authorized Signatory

Name: Stephen Lasota

[Cowen Capped Call Sig Page - Additional]



Press Release

COWEN GROUP, INC. PRICES OFFERING OF \$105 MILLION OF SHARES OF 5.625% SERIES A CUMULATIVE PERPETUAL CONVERTIBLE PREFERRED STOCK

New York, May 14, 2015 — Cowen Group, Inc. (NASDAQ: COWN) (“Cowen” or the “Company”) today announced the pricing of its offering of 105,000 shares of its 5.625% Series A Cumulative Perpetual Convertible Preferred Stock (the “Convertible Preferred Stock”) in a private offering to eligible purchasers. The Convertible Preferred Stock is being offered and sold only to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). The Company has also granted the initial purchasers of the Convertible Preferred Stock an option to purchase up to an additional 15,750 shares of Convertible Preferred Stock on the same terms and conditions. The offering is expected to close on May 19, 2015, subject to customary closing conditions.

The Convertible Preferred Stock has a liquidation preference of \$1,000 per share. The Company will pay cumulative dividends, when and if declared, in cash, on the Convertible Preferred Stock on a quarterly basis in arrears at a rate of 5.625% per annum of the \$1,000 liquidation preference per share, and the Convertible Preferred Stock will be convertible at the option of the holder into cash, shares of the Company’s Class A common stock or a combination thereof, at the Company’s election, in each case, based on an initial conversion rate of 152.2476 shares of the Company’s Class A common stock per share of the Convertible Preferred Stock (which corresponds to an initial conversion price of approximately \$6.57 per share of the Company’s Class A common stock). The conversion price represents a premium of approximately 17.5% relative to the NASDAQ closing price of the Company’s Class A common stock on May 13, 2015 of \$5.59 per share. Additionally, at any time on or after May 20, 2020, the Company may elect to cause all outstanding shares of the Convertible Preferred Stock to be automatically converted into shares of the Company’s Class A common stock, cash or a combination thereof, at the Company’s election, in each case, based on the then-applicable conversion rate, if the last reported sale price of the Company’s Class A common stock equals or exceeds 150% of the then-current conversion price on at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days (including on the last trading day of such period) immediately prior to such election.

In connection with the pricing of the Convertible Preferred Stock, the Company entered into a capped call option transaction with an affiliate of Nomura Securities International, Inc. (the "Option Counterparty"). If the initial purchasers exercise their option to purchase additional shares, the Company may use a portion of the net proceeds from the sale of additional shares to enter into an additional capped call option transaction with the Option Counterparty.

Nomura Securities International, Inc., SunTrust Robinson Humphrey, Inc. and Cowen and Company, LLC are acting as book-running managers for the offering, and JMP Securities LLC is acting as lead manager for the offering.

In connection with establishing its initial hedge of the capped call option transaction, the Option Counterparty and/or its affiliates expect to enter into various derivative transactions with respect to the Company's Class A common stock and/or purchase its Class A common stock in secondary market transactions concurrently with or shortly after pricing of the Convertible Preferred Stock. This activity could increase, or reduce the size of any decrease in, the market price of the Company's Class A common stock at that time.

In addition, the Option Counterparty and/or its affiliates may modify their hedge positions by entering into or unwinding various derivative positions with respect to the Company's Class A common stock and/or purchasing or selling its Class A common stock or other securities of the Company in secondary market transactions following the pricing of the Convertible Preferred Stock (and are likely to do so on or around any conversion of the Convertible Preferred Stock, including during the related observation period for the Convertible Preferred Stock, if applicable, and, whether or not the Convertible Preferred Stock has been converted, during a specified valuation period following the expiration of the capped call option transactions on May 20, 2020). This activity could cause or avoid an increase or decrease in the market price of the Company's Class A common stock.

The Company estimates that the net proceeds from the offering of Convertible Preferred Stock will be approximately \$102.0 million, after expenses and initial purchasers' discounts and commissions (other than Cowen and Company, LLC's discounts and commissions) and assuming the initial purchasers do not exercise their option to purchase additional shares, or approximately \$117.3 million, if the initial purchasers exercise their option to purchase additional shares in full. The Company intends to use approximately \$13.8 million of the net proceeds from the offering to pay the cost of the capped call option transaction, and the remainder of the net proceeds from the offering for general corporate purposes.

The Convertible Preferred Stock and any shares of Cowen Class A common stock issued upon conversion of the Convertible Preferred Stock will not be registered under the Securities Act or the securities laws of any state and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements under the Securities Act and applicable state securities laws or blue sky laws and foreign securities laws.

This press release does not constitute an offer to sell or the solicitation of an offer to buy the Convertible Preferred Stock or any other securities, nor will there be any sale of the Convertible

Preferred Stock or any other securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Cowen Group, Inc.

Cowen Group, Inc. is a diversified financial services firm and, together with its consolidated subsidiaries, provides alternative asset management, investment banking, research, and sales and trading services through its two business segments: Ramius and its affiliates make up the Company's alternative investment segment, while Cowen and Company and its affiliates make up the Company's broker-dealer segment. Ramius provides alternative asset management solutions to a global client base and manages a significant portion of Cowen's proprietary capital. Cowen and Company and its affiliates offer industry focused investment banking for growth-oriented companies, domain knowledge-driven research and a sales and trading platform for institutional investors. Founded in 1918, the firm is headquartered in New York and has offices worldwide.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements. Forward-looking statements provide the Company's current expectations or forecasts of future events. Forward-looking statements include statements about the Company's expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements, including without limitation, whether or not the Company will offer the Convertible Preferred Stock or consummate the offering, enter into the capped call option transaction, the anticipated terms of the Convertible Preferred Stock and the offering, and the anticipated use of the proceeds of the offering. The Company's actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors described in the section entitled "Risk Factors" in the Company's Annual Report on Form 10-K and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, as filed with the Securities and Exchange Commission. The Annual Report on Form 10-K and Quarterly Reports on Form 10-Q are available at our website at www.cowen.com and at the Securities and Exchange Commission website at www.sec.gov. Unless required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statement to reflect circumstances or events after the date of this press release.

SOURCE: Cowen Group, Inc.

CONTACT: Stephen Lasota
212-845-7919

Cowen Group, Inc.



Press Release

COWEN GROUP, INC. ANNOUNCES CLOSING OF OFFERING OF \$105 MILLION OF SHARES OF 5.625% SERIES A CUMULATIVE PERPETUAL CONVERTIBLE PREFERRED STOCK

New York, May 19, 2015 — Cowen Group, Inc. (NASDAQ: COWN) (“Cowen” or the “Company”) today announced the closing of its previously announced offering of 105,000 shares of its 5.625% Series A Cumulative Perpetual Convertible Preferred Stock (the “Convertible Preferred Stock”) in a private offering to eligible purchasers.

The Convertible Preferred Stock has a liquidation preference of \$1,000 per share. The Company will pay cumulative dividends, when and if declared, in cash, on the Convertible Preferred Stock on a quarterly basis in arrears at a rate of 5.625% per annum of the \$1,000 liquidation preference per share, and the Convertible Preferred Stock will be convertible at the option of the holder into cash, shares of the Company’s Class A common stock or a combination thereof, at the Company’s election, in each case, based on an initial conversion rate of 152.2476 shares of the Company’s Class A common stock per share of the Convertible Preferred Stock (which corresponds to an initial conversion price of approximately \$6.57 per share of the Company’s Class A common stock). The conversion price represents a premium of approximately 17.5% relative to the NASDAQ closing price of the Company’s Class A common stock on May 13, 2015 of \$5.59 per share. Additionally, at any time on or after May 20, 2020, the Company may elect to cause all outstanding shares of the Convertible Preferred Stock to be automatically converted into shares of the Company’s Class A common stock, cash or a combination thereof, at the Company’s election, in each case, based on the then-applicable conversion rate, if the last reported sale price of the Company’s Class A common stock equals or exceeds 150% of the then-current conversion price on at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days (including on the last trading day of such period) immediately prior to such election.

In connection with the pricing of the Convertible Preferred Stock, the Company entered into a capped call option transaction with an affiliate of Nomura Securities International, Inc. (the “Option Counterparty”).

Nomura Securities International, Inc., SunTrust Robinson Humphrey, Inc. and Cowen and Company, LLC acted as book-running managers for the offering, and JMP Securities LLC acted as lead manager for the offering.

In connection with establishing its initial hedge of the capped call option transaction, the Option Counterparty and/or its affiliates expect to enter into various derivative transactions with respect to the Company's Class A common stock and/or purchase its Class A common stock in secondary market transactions concurrently with or shortly after pricing of the Convertible Preferred Stock. This activity could increase, or reduce the size of any decrease in, the market price of the Company's Class A common stock at that time.

In addition, the Option Counterparty and/or its affiliates may modify their hedge positions by entering into or unwinding various derivative positions with respect to the Company's Class A common stock and/or purchasing or selling its Class A common stock or other securities of the Company in secondary market transactions following the pricing of the Convertible Preferred Stock (and are likely to do so on or around any conversion of the Convertible Preferred Stock, including during the related observation period for the Convertible Preferred Stock, if applicable, and, whether or not the Convertible Preferred Stock has been converted, during a specified valuation period following the expiration of the capped call option transactions on May 20, 2020). This activity could cause or avoid an increase or decrease in the market price of the Company's Class A common stock.

Of the net proceeds from the offering of Convertible Preferred Stock, approximately \$13.8 million was applied to pay the cost of the capped call option transaction. The remainder of the net proceeds from the offering will be used for general corporate purposes.

This press release does not constitute an offer to sell or the solicitation of an offer to buy the Convertible Preferred Stock or any other securities, nor will there be any sale of the Convertible Preferred Stock or any other securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

The Convertible Preferred Stock was offered and sold only to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"). The Convertible Preferred Stock and any shares of Cowen Class A common stock issued upon conversion of the Convertible Preferred Stock will not be registered under the Securities Act or the securities laws of any state and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements under the Securities Act and applicable state securities laws or blue sky laws and foreign securities laws.

About Cowen Group, Inc.

Cowen Group, Inc. is a diversified financial services firm and, together with its consolidated subsidiaries, provides alternative asset management, investment banking, research, and sales and

trading services through its two business segments: Ramius and its affiliates make up the Company's alternative investment segment, while Cowen and Company and its affiliates make up the Company's broker-dealer segment. Ramius provides alternative asset management solutions to a global client base and manages a significant portion of Cowen's proprietary capital. Cowen and Company and its affiliates offer industry focused investment banking for growth-oriented companies, domain knowledge-driven research and a sales and trading platform for institutional investors. Founded in 1918, the firm is headquartered in New York and has offices worldwide.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements. Forward-looking statements provide the Company's current expectations or forecasts of future events. Forward-looking statements include statements about the Company's expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. The Company's actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors described in the section entitled "Risk Factors" in the Company's Annual Report on Form 10-K and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, as filed with the Securities and Exchange Commission. The Annual Report on Form 10-K and Quarterly Reports on Form 10-Q are available at our website at www.cowen.com and at the Securities and Exchange Commission website at www.sec.gov. Unless required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statement to reflect circumstances or events after the date of this press release.

SOURCE: Cowen Group, Inc.

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