

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

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**Post-Effective Amendment No. 1  
to**

**FORM S-8**

**UNDER  
THE SECURITIES ACT OF 1933**

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**JMP Group LLC**

(Exact Name of Registrant as Specified in Its Governing Document)

**Delaware**

(State or Other Jurisdiction of Incorporation or Organization)

**47-1632931**

(I.R.S. Employer Identification No.)

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**600 Montgomery Street, Suite 1100  
San Francisco, California 94111  
(415) 835-8900**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

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**JMP Group LLC Amended and Restated  
Equity Incentive Plan  
(Full Title of the Plan)**

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**Scott Solomon  
Chief Legal Officer**

**600 Montgomery Street, Suite 1100  
San Francisco, California 94111  
(415) 835-8900**

(Name, Address, Including Zip Code, and Telephone Number,  
Including Area Code, of Agent for Service)

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***Copies to:***

**Andrew D. Thorpe, Esq.  
Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, California 94105  
Telephone: (415) 773-5700**

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

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

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## EXPLANATORY NOTE

This Post-Effective Amendment (this “Post-Effective Amendment”) relates to the Registration Statement No. 333-142956 on Form S-8 (the “Registration Statement”) filed by JMP Group Inc., a Delaware corporation (“JMP Inc.,” or the “Predecessor Registrant”), with the U.S. Securities and Exchange Commission (the “Commission”). This Post-Effective Amendment is being filed pursuant to Rule 414 under the Securities Act of 1933, as amended (the “Securities Act”), by JMP Group LLC, a Delaware limited liability company (“JMP LLC,” the “Company,” or the “Registrant”), as the successor registrant to JMP Inc. to reflect the merger of JMP Inc. with and into JMP Merger Corp., a Delaware corporation and wholly owned subsidiary of JMP LLC, with JMP Inc. as the surviving entity and wholly owned subsidiary of JMP LLC (the “Merger”). The Merger was completed pursuant to the Agreement and Plan of Merger, dated August 20, 2014, by and between the JMP Inc. and JMP LLC and JMP Merger Corp. (the “Merger Agreement”). The Merger became effective on January 1, 2015.

The Registration Statement originally covered up to an aggregate of 6,960,000 shares of the Predecessor Registrant’s common stock, par value \$0.001 per share, which were originally issuable under the JMP Group Inc. Amended and Restated Equity Incentive Plan (the “Prior Plan”). The awards outstanding under the Prior Plan, consisting of 3,591,690 stock options and 1,493,851 restricted stock units, have been assumed by JMP LLC under the JMP Group LLC Amended and Restated Equity Incentive Plan (the “Plan”), and the Prior Plan has been superseded by the Plan. In addition, 630,609 shares of the Predecessor Registrant’s common stock were available for issuance in connection with future awards at the time of the Merger. Accordingly, 630,609 common shares representing limited liability interests in JMP LLC will be available for issuance in connection with future awards pursuant to the Plan. The registration fees were paid at the time of filing the original Registration Statement.

In the Merger, all outstanding shares of JMP Inc.’s common stock were converted on a one-for-one basis into common shares representing limited liability company interests in JMP LLC. Immediately following the Merger, each holder of securities in JMP Inc. held the same relative equity ownership position as they held immediately prior to the Merger, except that JMP Inc.’s stockholders now hold common shares representing limited liability company interests in JMP LLC instead of common stock in JMP Inc.

In addition, pursuant to the Merger Agreement, JMP LLC assumed all JMP Inc. common stock options and all restricted stock unit awards covering shares of JMP Inc. common stock that were outstanding under the Prior Plan at the time of the Merger. The terms and conditions that were in effect immediately prior to the Merger under each outstanding equity award assumed by JMP LLC under the Plan continue in full force and effect after the Merger, except that the shares issuable under each such award are JMP LLC common shares.

Following the Merger, JMP LLC is the successor issuer to the Predecessor Registrant pursuant to Rule 414 under the Securities Act. In accordance with paragraph (d) of Rule 414 under the Securities Act, JMP LLC hereby expressly adopts the Registration Statement as its own registration statement for all purposes of the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

The Plan is attached hereto as Exhibit 99.2. The Plan has been amended and restated to (i) replace references to the Predecessor Registrant with references to JMP LLC and (ii) replace references to common stock with references to JMP LLC common shares. No other substantive amendments or modifications have been made to the Plan pursuant to this Post-Effective Amendment.

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## PART I

### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required by Part I is not filed as part of this Registration Statement in accordance with Rule 428 under the Securities Act, and the Note to Part I of Form S-8.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The Registrant incorporates herein by reference the following documents filed with the Commission:

- (a) The Predecessor Registrant's Annual Report on Form 10-K for year ended December 31, 2013;
- (b) All other reports filed by the Predecessor Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act since December 31, 2013; and
- (c) The description of the Registrant's common shares representing limited liability company interests in the Registrant contained in the Registrant's Registration Statement on Form S-4 effective October 31, 2014, and any amendment or report filed for the purpose of updating such description.

All reports and other documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from their respective dates of filing (such documents, and the documents enumerated above, being hereinafter referred to as "Incorporated Documents").

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

#### Item 4. Description of Securities.

Not applicable.

#### Item 5. Interests of Named Experts and Counsel.

Not applicable.

#### Item 6. Indemnification of Directors and Officers.

The Amended and Restated Limited Liability Company Agreement of JMP LLC (the "LLC Agreement") provides for indemnification of JMP LLC's officers and directors to the fullest extent permitted by the General Corporation Law of the State of Delaware (the "DGCL"), as may be amended or judicially interpreted, as if JMP LLC were a Delaware corporation governed by the DGCL and such directors and officers were directors or officers of a Delaware corporation.

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the Company. The Delaware General Corporation Law provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise.

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The Company's LLC Agreement provides that, to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, applicable statutory and decisional law, a director shall not be liable to our shareholders or the Company for monetary damages for breach of fiduciary duty as a director.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions, or (iv) for any transaction from which the director derived an improper personal benefit.

The LLC Agreement provides for indemnification, to the fullest extent permitted by law, by the Company of any person made or threatened to be made a party to, or who is involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was the Company's director or officer, or at the Company's request, serves or served as a director or officer of any other enterprise, against all expenses, liabilities, losses and claims actually incurred or suffered by such person in connection with the action, suit or proceeding. The LLC Agreement also provides that, to the extent authorized from time to time by its board of directors, the Company may provide indemnification to any one or more employees and other agents of the Company to the extent and effect determined by the board of directors to be appropriate. The LLC Agreement also permits it to purchase and maintain insurance for the foregoing, and it expects to maintain such insurance.

The Company has also entered into agreements that provide indemnification to its directors, officers and other persons requested or authorized by its board of directors to take actions on behalf of the Company for all losses, damages, costs and expenses incurred by the indemnified person arising out of such person's service in such capacity, subject to the limitations imposed by Delaware law. These agreements are in addition to our indemnification obligations under the Company's LLC Agreement.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

See the Index to Exhibits attached hereto.

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided however, that:

(A) Paragraphs (1)(a)(i) and (1)(a)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement; and

(B) Paragraphs (1)(a)(i), (1)(a)(ii) and (1)(a)(iii) of this section do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California, on the 27<sup>th</sup> day of January, 2015.

JMP GROUP LLC

By: /s/ Joseph A. Jolson

Name: Joseph A. Jolson

Title: Chief Executive Officer

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## POWERS OF ATTORNEY

We, the undersigned officers and directors of JMP Group LLC, hereby severally constitute and appoint Joseph A. Jolson, Raymond S. Jackson and Scott Solomon, and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us, and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all pre-effective and post-effective amendments to said registration statement (and any registration statement relating to the offering covered by this Registration Statement and filed pursuant to Rule 462(b) under the Securities Act of 1933), and generally to do all such things in our name and behalf in our capacities as officers and directors to enable JMP Group LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Joseph A. Jolson</u> <u>Joseph A. Jolson</u>	Director, Chairman and Chief Executive Officer (Principal Executive Officer)	January 27, 2015
<u>/s/ Raymond S. Jackson</u> <u>Raymond S. Jackson</u>	Chief Financial Officer (Principal ) Financial and Accounting Officer	January 27, 2015
<u>/s/ Craig R. Johnson</u> <u>Craig R. Johnson</u>	Director	January 27, 2015
<u>/s/ David M. DiPietro</u> <u>David M. DiPietro</u>	Director	January 27, 2015
<u>/s/ Kenneth M. Karmin</u> <u>Kenneth M. Karmin</u>	Director	January 27, 2015
<u>/s/ Mark L. Lehmann</u> <u>Mark L. Lehmann</u>	Director	January 27, 2015
<u>/s/ H. Mark Lunenburg</u> <u>H. Mark Lunenburg</u>	Director	January 27, 2015
<u>/s/ Jonathan M. Orszag</u> <u>Jonathan M. Orszag</u>	Director	January 27, 2015
<u>/s/ Carter D. Mack</u> <u>Carter D. Mack</u>	Director	January 27, 2015
<u>/s/ Glenn H. Tongue</u> <u>Glenn H. Tongue</u>	Director	January 27, 2015

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**EXHIBIT INDEX**  
**TO**  
**REGISTRATION STATEMENT ON FORM S-8**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
4.1	Certificate of Formation of JMP Group LLC, dated as of August 19, 2014 (filed as Exhibit 3.1 to JMP Group LLC's registration statement on Form S-4 filed with the Commission on October 16, 2014 and incorporated by reference herein).
4.2	Amended and Restated Limited Liability Company Agreement of JMP Group LLC (filed as Exhibit 3.1 to JMP Group LLC's current report on Form 8-K filed with the Commission on January 2, 2015 and incorporated by reference herein).
5.1*	Opinion of Orrick, Herrington & Sutcliffe LLP
23.1*	Consent of Orrick, Herrington & Sutcliffe LLP (included in Exhibit 5.1).
23.2*	Consent of Pricewaterhouse Coopers LLP.
24.1*	Powers of Attorney (included on the signature page hereto)
99.1	Agreement and Plan of Merger, dated as of August 20, 2014, among JMP Group LLC, JMP Group Inc. and JMP Merger Corp. (filed as Exhibit 2.1 to JMP Group Inc.'s Current Report on Form 8-K on August 20, 2014 and incorporated herein by reference).
99.2*	JMP Group LLC Amended and Restated Equity Incentive Plan.
99.3*	Form of Share Appreciation Right Award Agreement

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\* Filed herewith.



**ORRICK, HERRINGTON &  
SUTCLIFFE LLP**  
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**WWW.ORRICK.COM**

January 27, 2015

JMP Group LLC  
600 Montgomery Street  
Suite 1100  
San Francisco, CA 94111

Re: JMP Group LLC  
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to JMP Group LLC, a Delaware limited liability company (the "Company"), in connection with the preparation and filing by the Company with the U.S. Securities and Exchange Commission (the "Commission"), as the successor issuer to JMP Group Inc., pursuant to Rule 414 under the Securities Act of 1933, as amended (the "Securities Act"), of Post-Effective Amendment No. 1 (the "Post-Effective Amendment") to the Registration Statement on Form S-8 (Registration No. 333-142956) (the "Registration Statement").

At your request, we are rendering this opinion in connection with the proposed issuance pursuant to the JMP Group LLC Amended and Restated Equity Incentive Plan (the "Plan") of up to 5,716,150 common shares representing limited liability interests ("Shares") in the Company.

We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; and (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in the records, documents, instruments, and certificates we have reviewed.

Based on and subject to the foregoing, we are of the opinion that when the Registration Statement becomes effective pursuant to Rule 462 under the Securities Act and if and when the Shares have been issued upon the terms and conditions set forth in the Registration Statement, the Shares will be validly issued and purchasers of the Shares will not have any obligation to make payments to the Registrant or its creditors (other than the purchase price for the Shares) or contributions to the Registrant or its creditors solely by reason of the purchaser's ownership of the Shares.

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ORRICK  
JMP Group LLC  
January 27, 2015  
Page 2

We hereby consent to the filing of this opinion as an exhibit to this Post-Effective Amendment to the Registration Statement and to the use of our name wherever it appears in the Post-Effective Amendment. In giving such consent, we do not consider that we are “experts” within the meaning of such term as used in the Securities Act, or the rules and regulations of the Commission issued thereunder with respect to any part of the Post-Effective Amendment, including this opinion, as an exhibit or otherwise.

Very truly yours,

/s/ ORRICK, HERRINGTON & SUTCLIFFE LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 13, 2014 relating to the financial statements, and the effectiveness of internal control over financial reporting, which appears in JMP Group Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013.

/s/ PricewaterhouseCoopers LLP  
San Francisco, California  
January 27, 2015

**JMP GROUP LLC  
AMENDED AND RESTATED  
EQUITY INCENTIVE PLAN**

**(as last amended and restated effective as of January 1, 2015)**

1. Purposes of the Plan. The purposes of this Plan are to attract and retain the best available personnel, to provide additional incentives to Employees, Directors and Consultants and to promote the success of the Company's business.

2. Definitions. The following definitions shall apply as used herein and in the individual Award Agreements except as defined otherwise in an individual Award Agreement. In the event a term is separately defined in an individual Award Agreement, such definition shall supercede the definition contained in this Section 2.

(a) "Administrator" means the Board or any of the Committees appointed to administer the Plan.

(b) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 promulgated under the Exchange Act.

(c) "Applicable Laws" means the legal requirements relating to the Plan and the Awards under applicable provisions of federal securities laws, state corporate and securities laws, the Code, the rules of any applicable stock exchange or national market system, and the rules of any non-U.S. jurisdiction applicable to Awards granted to residents therein.

(d) "Assumed" means that pursuant to a Corporate Transaction either (i) the Award is expressly affirmed by the Company or (ii) the contractual obligations represented by the Award are expressly assumed (and not simply by operation of law) by the successor entity or its Parent in connection with the Corporate Transaction with appropriate adjustments to the number and type of securities of the successor entity or its Parent subject to the Award and the exercise or purchase price thereof which at least preserves the compensation element of the Award existing at the time of the Corporate Transaction as determined in accordance with the instruments evidencing the agreement to assume the Award.

(e) "Award" means the grant of an Option, SAR, Dividend Equivalent Right, Restricted Shares, Restricted Share Units or other right or benefit under the Plan.

(f) "Award Agreement" means the written agreement evidencing the grant of an Award executed by the Company and the Grantee, including any amendments thereto.

(g) "Board" means the Board of Directors of the Company.

(h) "Cause" means, with respect to the termination by the Company or a Related Entity of the Grantee's Continuous Service, that such termination is for "Cause" as such term (or word of like import) is expressly defined in a then-effective written agreement between the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee's: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; provided, however, that with regard to any agreement that defines "Cause" on the occurrence of or in connection with a Corporate Transaction or a Change in Control, such definition of "Cause" shall not apply until a Corporate Transaction or a Change in Control actually occurs.

(i) “Change in Control” means a change in ownership or control of the Company after the Registration Date effected through either of the following transactions:

(i) the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities pursuant to a tender or exchange offer made directly to the Company’s shareholders which a majority of the Continuing Directors who are not Affiliates or Associates of the offeror do not recommend such shareholders accept, or

(ii) a change in the composition of the Board over a period of twelve (12) months or less such that a majority of the Board members (rounded up to the next whole number) ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who are Continuing Directors.

(j) “Code” means the Internal Revenue Code of 1986, as amended.

(k) “Committee” means any committee composed of members of the Board appointed by the Board to administer the Plan.

(l) “Company” means JMP Group LLC, a Delaware limited liability company, or any successor entity that adopts the Plan in connection with a Corporate Transaction.

(m) “Consultant” means any person (other than an Employee or a Director, solely with respect to rendering services in such person’s capacity as a Director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(n) “Continuing Directors” means members of the Board who either (i) have been Board members continuously for a period of at least twelve (12) months or (ii) have been Board members for less than twelve (12) months and were elected or nominated for election as Board members by at least a majority of the Board members described in clause (i) who were still in office at the time such election or nomination was approved by the Board.

(o) “Continuous Service” means that the provision of services to the Company or a Related Entity in any capacity of Employee, Director or Consultant is not interrupted or terminated. In jurisdictions requiring notice in advance of an effective termination as an Employee, Director or Consultant, Continuous Service shall be deemed terminated upon the actual cessation of providing services to the Company or a Related Entity notwithstanding any required notice period that must be fulfilled before a termination as an Employee, Director or Consultant can be effective under Applicable Laws. A Grantee’s Continuous Service shall be deemed to have terminated either upon an actual termination of Continuous Service or upon the entity for which the Grantee provides services ceasing to be a Related Entity. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entity, or any successor, in any capacity of Employee, Director or Consultant, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director or Consultant (except as otherwise provided in the Award Agreement). An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

(p) “Corporate Transaction” means any of the following transactions, provided, however, that the Administrator shall determine under parts (iv) and (v) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(i) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state in which the Company is incorporated;

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(iii) the complete liquidation or dissolution of the Company;

(iv) any reverse merger or series of related transactions culminating in a reverse merger (including, but not limited to, a tender offer followed by a reverse merger) in which the Company is the surviving entity but (A) the Shares outstanding immediately prior to such merger are converted or exchanged by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than forty percent (40%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger or the initial transaction culminating in such merger; or

(v) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction.

(q) “Covered Employee” means an Employee who is a “covered employee” under Section 162(m)(3) of the Code.

(r) “Director” means a member of the Board or the board of directors of any Related Entity.

(s) “Disability” means as defined under the long-term disability policy of the Company or the Related Entity to which the Grantee provides services regardless of whether the Grantee is covered by such policy. If the Company or the Related Entity to which the Grantee provides service does not have a long-term disability plan in place, “Disability” means that a Grantee is unable to carry out the responsibilities and functions of the position held by the Grantee by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Grantee will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Administrator in its discretion.

(t) “Dividend Equivalent Right” means a right entitling the Grantee to compensation measured by dividends paid with respect to a Share.

(u) “Employee” means any person, including an Officer or Director, who is in the employ of the Company or any Related Entity, subject to the control and direction of the Company or any Related Entity as to both the work to be performed and the manner and method of performance. The payment of a director’s fee by the Company or a Related Entity shall not be sufficient to constitute “employment” by the Company.

(v) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(w) “Fair Market Value” means, as of any date, the value of a Share determined as follows:

(i) If a Share is listed on one or more established stock exchanges or national market systems, including without limitation the New York Stock Exchange (“NYSE”), its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which a Share is listed (as determined by the Administrator) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Administrator deems reliable;

(ii) If a Share is regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such share as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for a Share on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for a Share of the type described in (i) and (ii), above, the Fair Market Value thereof shall be determined by the Administrator in good faith.

(x) “Grantee” means an Employee, Director or Consultant who receives an Award under the Plan.

(y) “Incentive Share Option” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

(z) “Non-Qualified Share Option” means an Option not intended to qualify as an Incentive Share Option.

(aa) “Officer” means a person who is an officer of the Company or a Related Entity within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(bb) “Option” means an option to purchase Shares pursuant to an Award Agreement granted under the Plan.

(cc) “Parent” means a “parent corporation”, whether now or hereafter existing, as defined in Section 424(e) of the Code.

(dd) “Performance-Based Compensation” means compensation qualifying as “performance-based compensation” under Section 162(m) of the Code.

(ee) “Plan” means this Amended and Restated Equity Incentive Plan.

(ff) “Registration Date” means the first to occur of (i) the closing of the first sale to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, of (A) a Share or (B) the same class of securities of a successor corporation (or its Parent) issued pursuant to a Corporate Transaction in exchange for or in substitution of a Share; and (ii) in the event of a Corporate Transaction, the date of the consummation of the Corporate Transaction if the same class of securities of the successor corporation (or its Parent) issuable in such Corporate Transaction shall have been sold to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, on or prior to the date of consummation of such Corporate Transaction.

(gg) “Related Entity” means any Parent or Subsidiary of the Company.

(hh) “Replaced” means that pursuant to a Corporate Transaction the Award is replaced with a comparable award or a cash incentive program of the Company, the successor entity (if applicable) or Parent of either of them which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same (or a more favorable) vesting schedule applicable to such Award. The determination of Award comparability shall be made by the Administrator and its determination shall be final, binding and conclusive.

(ii) “Restricted Share” means Shares issued under the Plan to the Grantee for such consideration, if any, and subject to such restrictions on transfer, rights of first refusal, repurchase provisions, forfeiture provisions, and other terms and conditions as established by the Administrator.

(jj) “Restricted Share Units” means an Award which may be earned in whole or in part upon the passage of time or the attainment of performance criteria established by the Administrator and which may be settled for cash, Shares or other securities or a combination of cash, Shares or other securities as established by the Administrator.

(kk) “Rule 16b-3” means Rule 16b-3 promulgated under the Exchange Act or any successor thereto.

(ll) “SAR” means a share appreciation right entitling the Grantee to Shares or cash compensation, as established by the Administrator, measured by appreciation in the value of a Share.

(mm) “Share” means a common share representing a limited liability company interest in the Company.

(nn) “Subsidiary” means any entity (other than the employer entity) in an unbroken chain of entities beginning with the employer entity if, at the time of the granting of an Award, each of the entities other than the last entity in the unbroken chain owns securities possessing 50% or more of the total combined voting power of all classes of securities in one of the other entities in such chain.

### 3. Shares Subject to the Plan.

(a) Subject to the provisions of Section 10, below, the maximum aggregate number of Shares which may be issued pursuant to all Awards is four million (4,000,000) Shares, plus (i) any Shares the Company purchases on the open market or through any share repurchase or share exchange program initiated by the Company unless the Administrator determines otherwise, and (ii) any “units” (as defined herein) that would otherwise return to the 2004 Equity Incentive Plan that was sponsored by a predecessor entity of the Company (the “2004 LLC Plan”) as a result of forfeiture, termination or expiration of awards previously granted under the 2004 LLC Plan; provided, however, that such maximum aggregate number of Shares shall be reduced by the number of units subject to awards made pursuant to the 2004 LLC Plan to the extent such awards exceed an aggregate of two million nine hundred and sixty thousand (2,960,000) units. For purposes of this Section 3(a), a “unit” shall mean one (1) Share. The Shares to be issued pursuant to Awards may be authorized, but unissued, or reacquired.

(b) Any Shares covered by an Award (or portion of an Award) which is (i) forfeited, canceled or expires (whether voluntarily or involuntarily) or (ii) is settled in cash shall be deemed not to have been issued for purposes of determining the maximum aggregate number of Shares which may be issued under the Plan. SARs settled in Shares shall reduce the maximum aggregate number of Shares which may be issued under the Plan only by the net number of actual Shares issued to the Grantee upon exercise or settlement of the SAR. Shares that actually have been issued under the Plan pursuant to an Award shall not be returned to the Plan and shall not become available for future issuance under the Plan, except that if unvested Shares are forfeited, or repurchased by the Company at the lower of their original purchase price or their Fair Market Value at the time of repurchase, such Shares shall become available for future grant under the Plan. To the extent not prohibited by the listing requirements of the NYSE (or other established stock exchange or national market system on which a Share is traded) and Applicable Law, any Shares covered by an Award which are surrendered (i) in payment of the Award exercise or purchase price (including pursuant to the “net exercise” of an option pursuant to Section 7(b)(v)) or (ii) in satisfaction of tax withholding obligations incident to the exercise of an Award shall be deemed not to have been issued for purposes of determining the maximum number of Shares which may be issued pursuant to all Awards under the Plan, unless otherwise determined by the Administrator.

4. Administration of the Plan.

(a) Plan Administrator.

(i) Administration with Respect to Directors and Officers. With respect to grants of Awards to Directors or Employees who are also Officers or Directors of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws and to permit such grants and related transactions under the Plan to be exempt from Section 16(b) of the Exchange Act in accordance with Rule 16b-3. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board.

(ii) Administration With Respect to Consultants and Other Employees. With respect to grants of Awards to Employees or Consultants who are neither Directors nor Officers of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. The Board may authorize one or more Officers to grant such Awards and may limit such authority as the Board determines from time to time.

(iii) Administration With Respect to Covered Employees. Notwithstanding the foregoing, as of and after the date that the exemption for the Plan under Section 162(m) of the Code expires, as set forth in Section 18 below, grants of Awards to any Covered Employee intended to qualify as Performance-Based Compensation shall be made only by a Committee (or subcommittee of a Committee) which is comprised solely of two or more Directors eligible to serve on a committee making Awards qualifying as Performance-Based Compensation. In the case of such Awards granted to Covered Employees, references to the "Administrator" or to a "Committee" shall be deemed to be references to such Committee or subcommittee.

(iv) Administration Errors. In the event an Award is granted in a manner inconsistent with the provisions of this subsection (a), such Award shall be presumptively valid as of its grant date to the extent permitted by the Applicable Laws.

(b) Powers of the Administrator. Subject to Applicable Laws and the provisions of the Plan (including any other powers given to the Administrator hereunder), and except as otherwise provided by the Board, the Administrator shall have the authority, in its discretion:

- (i) to select the Employees, Directors and Consultants to whom Awards may be granted from time to time hereunder;
- (ii) to determine whether and to what extent Awards are granted hereunder;
- (iii) to determine the number of Shares or the amount of other consideration to be covered by each Award granted hereunder;
- (iv) to approve forms of Award Agreements for use under the Plan;
- (v) to determine the terms and conditions of any Award granted hereunder;

(vi) to amend the terms of any outstanding Award granted under the Plan, provided that (A) any amendment that would adversely affect the Grantee's rights under an outstanding Award shall not be made without the Grantee's written consent, provided, however, that an amendment or modification that may cause an Incentive Share Option to become a Non-Qualified Share Option shall not be treated as adversely affecting the rights of the Grantee (B) the reduction of the exercise price of any Option awarded under the Plan and the base appreciation amount of any SAR awarded under the Plan shall be subject to shareholder approval and (C) canceling an Option or SAR at a time when its exercise price or base appreciation amount (as applicable) exceeds the Fair Market Value of the underlying Shares, in exchange for another Option, SAR, Restricted Share, or other Award or for cash shall be subject to shareholder approval, unless the cancellation and exchange occurs in connection with a Corporate Transaction. Notwithstanding the foregoing, canceling an Option or SAR in exchange for another Option, SAR, Restricted Share, or other Award or for cash with an exercise price, purchase price or base appreciation amount (as applicable) that is equal to or greater than the exercise price or base appreciation amount (as applicable) of the original Option or SAR shall not be subject to shareholder approval;

(vii) to construe and interpret the terms of the Plan and Awards, including without limitation, any notice of award or Award Agreement, granted pursuant to the Plan;

(viii) to grant Awards to Employees, Directors and Consultants employed outside the United States on such terms and conditions different from those specified in the Plan as may, in the judgment of the Administrator, be necessary or desirable to further the purpose of the Plan; and

- (ix) to take such other action, not inconsistent with the terms of the Plan, as the Administrator deems appropriate.

The express grant in the Plan of any specific power to the Administrator shall not be construed as limiting any power or authority of the Administrator; provided that the Administrator may not exercise any right or power reserved to the Board. Any decision made, or action taken, by the Administrator or in connection with the administration of this Plan shall be final, conclusive and binding on all persons having an interest in the Plan.

(c) Indemnification. In addition to such other rights of indemnification as they may have as members of the Board or as Officers or Employees of the Company or a Related Entity, members of the Board and any Officers or Employees of the Company or a Related Entity to whom authority to act for the Board, the Administrator or the Company is delegated shall be defended and indemnified by the Company to the extent permitted by law on an after-tax basis against all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any claim, investigation, action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any Award granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by the Company) or paid by them in satisfaction of a judgment in any such claim, investigation, action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such claim, investigation, action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct; provided, however, that within thirty (30) days after the institution of such claim, investigation, action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at the Company's expense to defend the same.

5. Eligibility. After the amendment and restatement of the Plan effective as of [ ], 2014, no Incentive Share Options may be granted under the Plan. An Employee, Director or Consultant who has been granted an Award may, if otherwise eligible, be granted additional Awards. Awards may be granted to such Employees, Directors or Consultants who are residing in non-U.S. jurisdictions as the Administrator may determine from time to time.

6. Terms and Conditions of Awards.

(a) Types of Awards. The Administrator is authorized under the Plan to award any type of arrangement to an Employee, Director or Consultant that is not inconsistent with the provisions of the Plan and that by its terms involves or might involve the issuance of (i) Shares, (ii) cash or (iii) an Option, a SAR, or similar right with a fixed or variable price related to the Fair Market Value of the Shares and with an exercise or conversion privilege related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions. Such awards include, without limitation, Options, SARs, sales or bonuses of Restricted Share, Restricted Share Units or Dividend Equivalent Rights, and an Award may consist of one such security or benefit, or two (2) or more of them in any combination or alternative.

(b) Designation of Award. Each Award shall be designated in the Award Agreement and all Options shall, after the effective date of this amendment and restatement of the Plan, be designated as Non-Qualified Share Option.

(c) Conditions of Award. Subject to the terms of the Plan, the Administrator shall determine the provisions, terms, and conditions of each Award including, but not limited to, the Award vesting schedule, repurchase provisions, rights of first refusal, forfeiture provisions, form of payment (cash, Shares, or other consideration) upon settlement of the Award, payment contingencies, and satisfaction of any performance criteria, if any. The performance criteria, if any, established by the Administrator may be based on any one of, or combination of, the following, which may be based on GAAP, non-GAAP, adjusted or otherwise defined measures or calculations as determined by the Administrator: (i) increase in share price, (ii) earnings per share, (iii) total shareholder return, (iv) operating margin, (v) gross margin, (vi) book value, tangible, adjusted or otherwise, (vii) return on equity tangible, adjusted or otherwise, (viii) return on assets, (ix) return on investment, (x) return on book value, tangible, adjusted or otherwise, (xi) operating income, (xii) net operating income, (xiii) pre-tax profit, (xiv) cash flow, (xv) revenue, (xvi) expenses, (xvii) earnings before interest, taxes and depreciation, (xviii) economic value added, (xix) market share, (xx) corporate overhead costs, (xxi) liquidity management, (xxii) net interest income, (xxiii) net interest income margin, (xxiv) return on capital invested, (xxv) shareholders' equity, (xxvi) income (before income tax expense), (xxvii) residual earnings after reduction for certain compensation expenses, (xxviii) net income, (xxix) profitability of an identifiable business unit or product, (xxx) performance of the Company relative to a peer group of companies on any of the foregoing measures and (xxix) those measures as set forth in clauses (i) through (xxx) herein with regard to a line of business, services or products, including but not limited to, corporate finance underwriting and advisory business, institutional sales and research products and services, and private or public investment funds, partnerships or accounts. The performance criteria may be applicable to the Company, Related Entities and/or any individual business units of the Company or any Related Entity. Partial achievement of the specified criteria may result in a payment or vesting corresponding to the degree of achievement as specified in the Award Agreement. In addition, the Administrator shall have the authority to make appropriate adjustments in performance criteria to reflect the impact of extraordinary items not reflected in such criteria. For purposes of the Plan, extraordinary items shall be defined as (1) any profit or loss, as adjusted attributable to a particular business line, acquisitions or dispositions of shares or assets, and/or unrealized profits or losses, (2) any changes in accounting standards or treatments that may be required or permitted by the Financial Accounting Standards Board or adopted by the Company after the criterion is established, (3) all items of gain, loss or expense for the year related to restructuring charges for the Company, (4) all items of gain, loss or expense related to the disposal of a segment of a business, (5) all items of gain, loss or expense for the year related to discontinued operations that do not qualify as a segment of a business as defined in APB Opinion No. 30 (or successor literature), (6) adjustments to compensation expense attributable to equity-based awards, and (7) such other items as may be prescribed by Section 162(m) of the Code and the Treasury Regulations thereunder as may be in effect from time to time.

(d) Acquisitions and Other Transactions. The Administrator may issue Awards under the Plan in settlement, assumption or substitution for, outstanding awards or obligations to grant future awards in connection with the Company or a Related Entity acquiring another entity, an interest in another entity or an additional interest in a Related Entity whether by merger, share purchase, asset purchase or other form of transaction.

(e) Deferral of Award Payment. The Administrator may establish one or more programs under the Plan, in compliance with Section 409A of the Code, to permit selected Grantees the opportunity to elect to defer receipt of consideration upon exercise of an Award, satisfaction of performance criteria, or other event that absent the election would entitle the Grantee to payment or receipt of Shares or other consideration under an Award. The Administrator may establish the election procedures, the timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, Shares or other consideration so deferred, and such other terms, conditions, rules and procedures that the Administrator deems advisable for the administration of any such deferral program.

(f) Separate Programs. The Administrator may establish one or more separate programs under the Plan for the purpose of issuing particular forms of Awards to one or more classes of Grantees on such terms and conditions as determined by the Administrator from time to time.

(g) Individual Limitations on Awards.

(i) Individual Limit for Options and SARs. Following the date that the exemption from application of Section 162(m) of the Code described in Section 18 (or any exemption having similar effect) ceases to apply to Awards, the maximum number of Shares with respect to which Options and SARs may be granted to any Grantee in any calendar year shall be four million (4,000,000) Shares. The foregoing limitation shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10, below. To the extent required by Section 162(m) of the Code or the regulations thereunder, in applying the foregoing limitation with respect to a Grantee, if any Option or SAR is canceled, the canceled Option or SAR shall continue to count against the maximum number of Shares with respect to which Options and SARs may be granted to the Grantee. For this purpose, the repricing of an Option (or in the case of a SAR, the base amount on which the share appreciation is calculated is reduced to reflect a reduction in the Fair Market Value of a Share shall be treated as the cancellation of the existing Option or SAR and the grant of a new Option or SAR.

(ii) Individual Limit for Restricted Share and Restricted Share Units. Following the date that the exemption from application of Section 162(m) of the Code described in Section 18 (or any exemption having similar effect) ceases to apply to Awards, for awards of Restricted Share and Restricted Share Units that are intended to be Performance-Based Compensation, the maximum number of Shares with respect to which such Awards may be granted to any Grantee in any calendar year shall be four million (4,000,000) Shares. The foregoing limitation shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10, below.

(iii) Deferral. If the vesting or receipt of Shares under an Award is deferred to a later date, any amount (whether denominated in Shares or cash) paid in addition to the original number of Shares subject to such Award will not be treated as an increase in the number of Shares subject to the Award if the additional amount is based either on a reasonable rate of interest or on one or more predetermined actual investments such that the amount payable by the Company at the later date will be based on the actual rate of return of a specific investment (including any decrease as well as any increase in the value of an investment).

(h) Early Exercise. The Award Agreement may, but need not, include a provision whereby the Grantee may elect at any time while an Employee, Director or Consultant to exercise any part or all of the Award prior to full vesting of the Award. Any unvested Shares received pursuant to such exercise may be subject to a repurchase right in favor of the Company or a Related Entity or to any other restriction the Administrator determines to be appropriate.

(i) Term of Award. The term of each Award shall be the term stated in the Award Agreement. Notwithstanding the foregoing, the specified term of any Award shall not include any period for which the Grantee has elected to defer the receipt of the Shares or cash issuable pursuant to the Award.

(j) Transferability of Awards. Awards shall be transferable (i) by will and by the laws of descent and distribution and (ii) during the lifetime of the Grantee, to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Award in the event of the Grantee's death on a beneficiary designation form provided by the Administrator.

(k) Time of Granting Awards. The date of grant of an Award shall for all purposes be the date on which the Administrator makes the determination to grant such Award, or such other date as is determined by the Administrator.

7. Award Exercise or Purchase Price, Consideration and Taxes.

(a) Exercise or Purchase Price. The exercise or purchase price, if any, for an Award shall be as follows:

(i) In the case of an Option, the per Share exercise price shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(ii) In the case of Awards intended to qualify as Performance-Based Compensation, the exercise or purchase price, if any, shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(iii) In the case of SARs, the base appreciation amount shall not be less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(iv) In the case of other Awards, such price as is determined by the Administrator.

(v) Notwithstanding the foregoing provisions of this Section 7(a), in the case of an Award issued pursuant to Section 6(d), above, the exercise or purchase price for the Award shall be determined in accordance with the provisions of the relevant instrument evidencing the agreement to issue such Award.

(b) Consideration. Subject to Applicable Laws, the consideration to be paid for the Shares to be issued upon exercise or purchase of an Award including the method of payment, shall be determined by the Administrator. In addition to any other types of consideration the Administrator may determine, the Administrator is authorized to accept as consideration for Shares issued under the Plan the following, provided that the portion of the consideration equal to the par value of the Shares must be paid in cash or other legal consideration permitted by the Delaware General Corporation Law:

(i) cash;

(ii) check;

(iii) surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Administrator may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate exercise price of the Shares as to which said Award shall be exercised;

(iv) with respect to Options, if the exercise occurs on or after the Registration Date, payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (A) shall provide written instructions to a Company designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and (B) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction;

(v) with respect to Options, payment through a "net exercise" such that, without the payment of any funds, the Grantee may exercise the Option and receive the net number of Shares equal to (i) the number of Shares as to which the Option is being exercised, multiplied by (ii) a fraction, the numerator of which is the Fair Market Value per Share (on such date as is determined by the Administrator) less the Exercise Price per Share, and the denominator of which is such Fair Market Value per Share (the number of net Shares to be received shall be rounded down to the nearest whole number of Shares); or

(vi) any combination of the foregoing methods of payment.

The Administrator may at any time or from time to time, by adoption of or by amendment to the standard forms of Award Agreement described in Section 4(b)(iv), or by other means, grant Awards which do not permit all of the foregoing forms of consideration to be used in payment for the Shares or which otherwise restrict one or more forms of consideration.

(c) Taxes. No Shares shall be delivered under the Plan to any Grantee or other person until such Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of any non-U.S., federal, state, or local income and employment tax withholding obligations, including, without limitation, obligations incident to the receipt of Shares. Upon exercise or vesting of an Award the Company shall withhold or collect from the Grantee an amount sufficient to satisfy such tax obligations, including, but not limited to, by surrender of the whole number of Shares covered by the Award sufficient to satisfy the minimum applicable tax withholding obligations incident to the exercise or vesting of an Award.

8. Exercise of Award.

(a) Procedure for Exercise; Rights as a Shareholder.

(i) Any Award granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator under the terms of the Plan and specified in the Award Agreement.

(ii) An Award shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Award by the person entitled to exercise the Award and full payment for the Shares with respect to which the Award is exercised has been made, including, to the extent selected, use of the broker-dealer sale and remittance procedure to pay the purchase price as provided in Section 7(b)(iv).

(b) Exercise of Award Following Termination of Continuous Service.

(i) An Award may not be exercised after the termination date of such Award set forth in the Award Agreement and may be exercised following the termination of a Grantee's Continuous Service only to the extent provided in the Award Agreement.

(ii) Where the Award Agreement permits a Grantee to exercise an Award following the termination of the Grantee's Continuous Service for a specified period, the Award shall terminate to the extent not exercised on the last day of the specified period or the last day of the original term of the Award, whichever occurs first.

9. Conditions Upon Issuance of Shares.

(a) If at any time the Administrator determines that the delivery of Shares pursuant to the exercise, vesting or any other provision of an Award is or may be unlawful under Applicable Laws, the vesting or right to exercise an Award or to otherwise receive Shares pursuant to the terms of an Award shall be suspended until the Administrator determines that such delivery is lawful and shall be further subject to the approval of counsel for the Company with respect to such compliance. The Company shall have no obligation to effect any registration or qualification of the Shares under federal or state laws.

(b) As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required by any Applicable Laws.

10. Adjustments Upon Changes in Capitalization. Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Award, and the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan, the exercise or purchase price of each such outstanding Award, the maximum number of Shares with respect to which Awards may be granted to any Grantee in any calendar year, as well as any other terms that the Administrator determines require adjustment shall be proportionately adjusted for (i) any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, share dividend, combination or reclassification of the Shares, or similar transaction affecting the Shares, (ii) any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, or (iii) any other transaction with respect to a Share including a corporate merger, consolidation, acquisition of property or share, separation (including a spin-off or other distribution of share or property), reorganization, liquidation (whether partial or complete) or any similar transaction; provided, however that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." In connection with the foregoing adjustments, the Administrator may, in its discretion, prohibit the exercise of Awards or other issuance of Shares, cash or other consideration pursuant to Awards during certain periods of time. Except as the Administrator determines, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason hereof shall be made with respect to, the number or price of Shares subject to an Award.

11. Corporate Transactions and Changes in Control.

(a) Termination of Award to Extent Not Assumed in Corporate Transaction. Effective upon the consummation of a Corporate Transaction, all outstanding Awards under the Plan shall terminate. However, all such Awards shall not terminate to the extent they are Assumed in connection with the Corporate Transaction.

(b) Acceleration of Award Upon Corporate Transaction or Change in Control.

(i) Corporate Transaction. Except as provided otherwise in an individual Award Agreement, in the event of a Corporate Transaction and:

(A) for the portion of each Award that is Assumed or Replaced, then such Award (if Assumed), the replacement Award (if Replaced), or the cash incentive program (if Replaced) automatically shall become fully vested, exercisable and payable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares (or other consideration) at the time represented by such Assumed or Replaced portion of the Award, immediately upon termination of the Grantee's Continuous Service if such Continuous Service is terminated by the successor company or the Company without Cause within twelve (12) months after the Corporate Transaction; and

(B) for the portion of each Award that is neither Assumed nor Replaced, such portion of the Award shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares (or other consideration) at the time represented by such portion of the Award, immediately prior to the specified effective date of such Corporate Transaction, provided that the Grantee's Continuous Service has not terminated prior to such date. For Awards that have an exercise feature, the portion of the Award that is not Assumed shall terminate under subsection (a) of this Section 11 to the extent not exercised prior to the consummation of such Corporate Transaction.

(ii) Change in Control. Except as provided otherwise in an individual Award Agreement, following a Change in Control (other than a Change in Control which also is a Corporate Transaction) and upon the termination of the Continuous Service of a Grantee if such Continuous Service is terminated by the Company or Related Entity without Cause within twelve (12) months after a Change in Control, each Award of such Grantee which is at the time outstanding under the Plan automatically shall become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value), immediately upon the termination of such Continuous Service.

12. Effective Date and Term of Plan. The Plan shall become effective upon the earlier to occur of its adoption by the Board or its approval by the shareholders of the Company. It shall continue in effect for a term of ten (10) years unless sooner terminated. Subject to Section 17, below, and Applicable Laws, Awards may be granted under the Plan upon its becoming effective.

13. Amendment, Suspension or Termination of the Plan.

(a) The Board may at any time amend, suspend or terminate the Plan; provided, however, that no such amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by Applicable Laws, or if such amendment would lessen the shareholder approval requirements of Section 4(b)(vi) or this Section 13(a).

(b) No Award may be granted during any suspension of the Plan or after termination of the Plan.

(c) No suspension or termination of the Plan (including termination of the Plan under Section 11, above) shall adversely affect any rights under Awards already granted to a Grantee.

14. Reservation of Shares.

(a) The Company, during the term of the Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

(b) The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

15. No Effect on Terms of Employment/Consulting Relationship. The Plan shall not confer upon any Grantee any right with respect to the Grantee's Continuous Service, nor shall it interfere in any way with his or her right or the right of the Company or any Related Entity to terminate the Grantee's Continuous Service at any time, with or without Cause, and with or without notice. The ability of the Company or any Related Entity to terminate the employment of a Grantee who is employed at will is in no way affected by its determination that the Grantee's Continuous Service has been terminated for Cause for the purposes of this Plan.

16. No Effect on Retirement and Other Benefit Plans. Except as specifically provided in a retirement or other benefit plan of the Company or a Related Entity, Awards shall not be deemed compensation for purposes of computing benefits or contributions under any retirement plan of the Company or a Related Entity, and shall not affect any benefits under any other benefit plan of any kind or any benefit plan subsequently instituted under which the availability or amount of benefits is related to level of compensation. The Plan is not a “Retirement Plan” or “Welfare Plan” under the Employee Retirement Income Security Act of 1974, as amended.

17. Shareholder Approval. Shareholder approval shall be obtained in the degree and manner required under Applicable Laws.

18. Effect of Section 162(m) of the Code. Section 162(m) of the Code does not apply to the Plan prior to the Registration Date. Following the Registration Date, the Plan, and all Awards issued thereunder, are intended to be exempt from the application of Section 162(m) of the Code, which restricts under certain circumstances the Federal income tax deduction for compensation paid by a public company to named executives in excess of \$1 million per year. The exemption is based on Treasury Regulation Section 1.162-27(f), in the form existing on the effective date of the Plan, with the understanding that such regulation generally exempts from the application of Section 162(m) of the Code compensation paid pursuant to a plan that existed before a company becomes publicly held. Under such Treasury Regulation, this exemption is available to the Plan for the duration of the period that lasts until the earlier of (i) the expiration of the Plan, (ii) the material modification of the Plan, (iii) the exhaustion of the maximum number of Shares available for Awards under the Plan, as set forth in Section 3(a), (iv) the first meeting of shareholders at which directors are to be elected that occurs after the close of the third calendar year following the calendar year in which the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act, or (v) such other date required by Section 162(m) of the Code and the rules and regulations promulgated thereunder. To the extent that the Administrator determines as of the date of grant of an Award that (i) the Award is intended to qualify as Performance-Based Compensation and (ii) the exemption described above is no longer available with respect to such Award, such Award shall not be effective until any shareholder approval required under Section 162(m) of the Code has been obtained.

19. Unfunded Obligation. Grantees shall have the status of general unsecured creditors of the Company. Any amounts payable to Grantees pursuant to the Plan shall be unfunded and unsecured obligations for all purposes, including, without limitation, Title I of the Employee Retirement Income Security Act of 1974, as amended. Neither the Company nor any Related Entity shall be required to segregate any monies from its general funds, or to create any trusts, or establish any special accounts with respect to such obligations. The Company shall retain at all times beneficial ownership of any investments, including trust investments, which the Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any Grantee account shall not create or constitute a trust or fiduciary relationship between the Administrator, the Company or any Related Entity and a Grantee, or otherwise create any vested or beneficial interest in any Grantee or the Grantee’s creditors in any assets of the Company or a Related Entity. The Grantees shall have no claim against the Company or any Related Entity for any changes in the value of any assets that may be invested or reinvested by the Company with respect to the Plan.

20. Construction. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

## JMP GROUP LLC

## AMENDED AND RESTATED EQUITY INCENTIVE PLAN

NOTICE OF SHARE APPRECIATION RIGHT AWARD

Grantee's Name and Address:

You (the "Grantee") have been granted a Share Appreciation Right Award ("SAR"), subject to the terms and conditions of this Notice of Share Appreciation Right Award (the "Notice"), the JMP Group LLC Amended and Restated Equity Incentive Plan (the "Plan") and the attached Share Appreciation Right Award Agreement (the "SAR Agreement"). Unless otherwise defined herein, the capitalized and undefined terms used in this Notice and the SAR Agreement shall have the same meaning as defined in the Plan.

Award Number	No. ____
Date of Award	_____, 201_
Vesting Date	_____, 201_
Base Price per Share (on Date of Award)	\$_____
Number of shares Representing Limited Liability Company Interests in JMP Group LLC Subject to the SAR (the "Shares")	_____
Exercise Period	_____, 201_ to _____, 201_ (the "Expiration Date")

Vesting Criteria:

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Subject to the Grantee's Continuous Service through and including the Vesting Date (except in the cases of death or "Disability" (as defined in Annex 1 attached hereto)), and the other limitations set forth in this Notice, the Plan and the SAR Agreement, the SAR shall vest in full on the Vesting Date.

Exercise:

The SAR shall remain outstanding and, if vested, may be exercised by the Grantee no earlier than \_\_\_\_\_, 201\_, and no later than \_\_\_\_\_, 201\_, subject to the other terms and conditions of the SAR Agreement.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the SAR is to be governed by the terms and conditions of this Notice, the Plan and the SAR Agreement.

JMP Group LLC,  
a Delaware limited liability company

\_\_\_\_\_  
By:  
Title:

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SAR SHALL VEST, IF AT ALL, ONLY IN THE MANNER SET FORTH HEREIN (NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED THE SAR). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE SAR AGREEMENT OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY, OR THE RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES, TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY OR HIS/HER AFFILIATED EMPLOYER ENTITY TO THE CONTRARY, THE GRANTEE'S STATUS IS AND SHALL REMAIN AT WILL.

The Grantee acknowledges (i) receipt of a copy of the attached SAR Agreement, and (ii) prior receipt of, and/or access to, the Plan, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the SAR subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Notice, the Plan and the SAR Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all relevant provisions of this Notice, the Plan and the SAR Agreement. The Grantee hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan and the SAR Agreement shall be resolved by the Administrator in accordance with Section 17 of the SAR Agreement. The Grantee further agrees to notify the Company upon any change in his or her residence address indicated in this Notice.

Date: \_\_\_\_\_

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Grantee's Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

Award Number:

**JMP GROUP LLC**  
**AMENDED AND RESTATED EQUITY INCENTIVE PLAN**  
**SHARE APPRECIATION RIGHT AWARD AGREEMENT**

1. Grant of SAR. JMP Group LLC, a Delaware limited liability company (the “Company”), hereby grants to the Grantee (the “Grantee”) named in the Notice of Share Appreciation Right Award (the “Notice”), a Share Appreciation Right Award (“SAR”) at the Base Price per Share set forth in the Notice, subject to the terms and provisions of the Notice, this Share Appreciation Right Award Agreement (the “SAR Agreement”) and the Company’s Amended and Restated Equity Incentive Plan (the “Plan”), which are incorporated herein by reference.

2. Exercise of SAR.

(a) In General. The Grantee shall have the right to exercise the SAR in accordance with the Notice and the applicable provisions of the Plan and this SAR Agreement.

(b) Only One Exercise. The Grantee shall be permitted to exercise the SAR only once (i.e., with respect to all of the Shares), if at all, no earlier than \_\_\_\_\_, 201\_, and no later than the Expiration Date, subject to the applicable provisions of the Plan and this SAR Agreement.

(c) Method of Exercise. The SAR shall be exercisable by delivery of an exercise notice (a form of which is attached hereto as Exhibit A), or by such other procedure as specified from time to time by the Administrator, which notice shall also include such other provisions as may be required from time to time by the Administrator. The exercise notice shall be delivered to the Company in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator, and if the Grantee elects to receive payment of the SAR in Shares in lieu of cash, such notice must be accompanied by payment of all applicable income and employment taxes required to be withheld. The Fair Market Value (as defined in the Plan) shall be determined as of the date the exercise notice is received by the Company.

3. Change in Control. The SAR shall be subject to the provisions of Section 11 of the Plan, provided that, with respect to Section 11(b) relating to the acceleration of the SAR in the event of a Change in Control (as defined in Annex 1 attached hereto), Annex 1 shall apply.

4. Taxes. No Shares will be delivered or payments shall be made to the Grantee or other person pursuant to the exercise of the SAR until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax and employment tax withholding obligations. Upon exercise of the SAR, the Company or the Grantee’s employer may offset or withhold (from any amount owed by the Company or the Grantee’s employer to the Grantee) or collect from the Grantee or other person an amount sufficient to satisfy such tax withholding obligations. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the SAR, the Grantee agrees to pay the Company the amount of such deficiency in cash within five (5) days after receiving a written demand from the Company to do so, whether or not the Grantee is an employee of the Company at that time.

5. Fractional Shares. In no event shall the Company issue fractional Shares if the Grantee elects to receive payment of the SAR in Shares in lieu of cash.

6. Payments Upon Exercise. Upon exercise of the SAR, the Grantee shall be entitled to receive a cash amount equal to (a) the amount by which the Fair Market Value of a Share as of the exercise date exceeds the Base Price per Share, as set forth in the Notice, multiplied by (b) the number of Shares, as set forth in the Notice. In the event that such amount equals or is less than \$0.00, no payment shall be made to the Grantee. Payment shall be made in cash within fifteen (15) business days of any exercise. Notwithstanding the foregoing, the Grantee may request in his or her notice of exercise that in lieu of the cash amount described above, that the Company deliver the Grantee a whole number of Shares with an aggregate Fair Market Value (measured as of the date of exercise by the Grantee) equal to such cash payment. In the event that the Grantee's election to receive Shares in lieu of a cash payment would result in the issuance of a fractional Share, the Grantee shall have no right to receive any such fractional Share or any cash payment in lieu thereof.

7. Section 16(b). Notwithstanding any provision of this SAR Agreement to the contrary, if the Grantee's exercise of the SAR would subject the Grantee to suit under Section 16(b) of the Exchange Act, the SAR shall remain exercisable until the earliest to occur of (a) the tenth (10th) day following the date on which such exercise by the Grantee would no longer be subject to such suit, (b) the one hundred and ninetieth (190th) day after the Grantee's termination of Continuous Service, or (c) the Expiration Date set forth in the Notice.

8. Restrictions on Exercise. The SAR may not be exercised if such exercise would constitute a violation of (i) any Applicable Laws, or (ii) the Company's pre-clearance and blackout policy. If the exercise of the SAR is prevented by the provisions of this Section 8, the SAR shall remain exercisable until one (1) month after the date the Grantee is notified by the Company that the SAR is exercisable, but in any event no later than the Expiration Date set forth in the Notice.

9. Termination of Continuous Service. In the event the Grantee's Continuous Service terminates prior to the Vesting Date, at any time or for any reason, the Grantee's right to exercise the SAR shall, except as set forth in Sections 10 and 11 hereof or as otherwise determined by the Administrator, terminate concurrently with the termination of the Grantee's Continuous Service. In the event of the Grantee's change in status from Employee, Director or Consultant to any other status of Employee, Director or Consultant, the SAR shall remain in effect and the SAR shall continue to vest in accordance with the Notice. To the extent that the SAR was unvested as of the day immediately preceding the Vesting Date, or if the Grantee does not exercise the vested SAR prior to 11:59 P.M. Pacific Time of the Expiration Date, the SAR shall terminate.

10. Disability of Grantee.In the event the Grantee's Continuous Service terminates as a result of his or her "Disability" (as defined in Annex 1 attached hereto) prior to the Vesting Date, the SAR may continue to vest, subject to the Grantee's continued compliance with the Grantee Covenants set forth in Annex 1. In the event Grantee does not breach any of said covenants prior to the Vesting Date, or the Grantee's Continuous Service terminates on or after the Vesting Date due to his or her Disability, Grantee may exercise the SAR in accordance with the terms hereof.

11. Death of Grantee.In the event of the termination of the Grantee's Continuous Service as a result of his or her death prior to the Vesting Date, the SAR shall vest in full as of the date of death. Regardless of when his or her death occurs, the person who acquired the right to exercise the SAR pursuant to Section 12(b) may exercise the SAR, if vested, during the period beginning January 1, 2018, and ending on the Expiration Date (subject to the other terms hereof and in the Plan). If the vested SAR is not exercised prior to 11:59 P.M. Pacific Time of the Expiration Date, the SAR shall terminate.

12. Transferability of SAR.The SAR shall not be transferable except in accordance with the following provisions:

(a) Limit on Transfers. During the Grantee's lifetime, the SAR shall be exercisable only by the Grantee or by the legal guardian of a Disabled Grantee.

(b) Dispositions to Beneficiaries. A Grantee shall have the right to designate a beneficiary who shall be entitled to exercise his/her SAR (subject to its terms and conditions) following the Grantee's death, and to whom any amounts payable following the Grantee's death shall be paid. Such designation shall be made in such manner and in accordance with such procedures as may be established by the Administrator from time to time. If no beneficiary designation has been made to the Administrator at the time of a Grantee's death, then the Grantee's beneficiary shall be deemed to be the Grantee's estate or heirs pursuant to the laws of descent and distribution. In order to exercise a SAR after the Grantee's death, the beneficiary, or if no beneficiary designation has been made, the personal representative of Grantee's estate or Grantee's lawful heirs, must agree to be bound by the provisions of the Plan and this SAR Agreement and to be treated as the "Grantee" under the Plan and the SAR Agreement. All references to a "Grantee" under the Plan and this SAR Agreement shall be deemed to refer to the Grantee's beneficiaries, the personal representative of Grantee's estate or Grantee's heirs, as applicable after his or her death; provided, however, that references in the Plan or this SAR Agreement to the employment of a Grantee or to the termination of such employment or to any competitive activity by a Grantee shall continue to refer to the employment or any competitive activity of the Grantee.

13. Term of SAR. The SAR may not be exercised later than the Expiration Date set forth in the Notice (or such earlier date as may otherwise be provided herein). After the Expiration Date or such earlier date, the SAR shall be of no further force or effect and may not be exercised.

14. Tax Consequences. The Grantee will incur a tax liability as a result of the Grantee's exercise of the SAR. THE GRANTEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THE SAR.

15. Entire Agreement: Governing Law. The Notice, the Plan and this SAR Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan and this SAR Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties to the SAR Agreement. The Notice, the Plan and this SAR Agreement are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of the Notice, the Plan or this SAR Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

16. Construction. The captions used in the Notice and this SAR Agreement are inserted for convenience and shall not be deemed a part of the SAR for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

17. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this SAR Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

18. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

19. Applicability of the Plan. The SAR is subject to all provisions of the Plan and all determinations of the Committee made in accordance with the terms of the Plan. By executing this SAR Agreement, the Participant expressly acknowledges (a) receipt of the Plan, and (b) the applicability of all provisions of the Plan to the SAR. Except with respect to Section 3 of this SAR Agreement, in the event of any inconsistency between this SAR Agreement and the Plan, the Plan shall control.

**END OF AGREEMENT**

EXHIBIT A

JMP GROUP LLC

AMENDED AND RESTATED EQUITY INCENTIVE PLAN

EXERCISE NOTICE

JMP GROUP LLC

Attention: Chief Financial Officer  
600 Montgomery Street, Suite 1100  
San Francisco, CA 94111

1. Exercise of SAR. The undersigned (the "Grantee") hereby elects to exercise the Grantee's Share Appreciation Right with respect to \_\_\_\_\_ shares of limited liability company interests (the "Shares") in JMP Group LLC (the "Company") under and pursuant to the Company's Amended and Restated Equity Incentive Plan (the "Plan") and the Share Appreciation Right Award Agreement (the "SAR Agreement") and Notice of Share Appreciation Right Award (the "Notice") dated \_\_\_\_\_, \_\_\_\_\_. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Exercise Notice.

2. Representations of the Grantee. The Grantee acknowledges that the Grantee has received, read and understood the Notice, the Plan and the SAR Agreement and agrees to abide by and be bound by their terms and conditions.

3. Payments Upon Exercise. By delivering this Notice, the Grantee shall be entitled to receive an amount equal to (a) the amount by which the Fair Market Value of a Share on the date this Notice is received by the Company exceeds the Base Price per Share, as set forth in the Notice, multiplied by (b) the number of Shares, as set forth in the Notice, net of withholding taxes. Payment shall be made in cash within fifteen (15) business days of any exercise. Notwithstanding the foregoing, the Grantee may, in lieu of the cash amount described above, receive a whole number of Shares with an aggregate Fair Market Value (measured as of the close of market today) equal to such cash payment by initialing the box below.

I, the Grantee, elect to have the cash amount described above to be paid to me in Shares, subject to the provisions regarding no issuance of fractional Shares (or any cash payment in lieu thereof) as set forth in the SAR Agreement.

4. Rights as Shareholder. In the event the Grantee elects to receive payment in the form of Shares, until the Shares are issued, no right to vote or receive distributions on account thereof or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the SAR. No adjustment will be made for a distribution or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 10 of the Plan.

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5. Tax Consultation. The Grantee understands that the Grantee will incur taxes as a result of the Grantee's exercise of the SAR. The Grantee represents that he/she has consulted with any tax consultants the Grantee deems advisable in connection with the exercise of the SAR and that the Grantee is not relying on the Company for any tax advice.

6. Taxes. The Grantee agrees to satisfy all applicable foreign, federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full amount of such obligations or has made arrangements acceptable to the Company to satisfy such obligations.

7. Successors and Assigns. This Notice shall be binding upon the Grantee and his or her spouse, heirs, executors, administrators, successors and permitted assigns.

8. Construction. The captions used in this Exercise Notice are inserted for convenience and shall not be deemed a part of this agreement for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

9. Administration and Interpretation. The Grantee hereby agrees that any question or dispute regarding the administration or interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

10. Governing Law; Severability. This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

11. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

12. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

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13. Entire Agreement. The Notice, the Plan and the SAR Agreement are incorporated herein by reference and together with this Exercise Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the SAR Agreement and this Exercise Notice (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties.

Submitted by:

Accepted by:

GRANTEE:

**JMP GROUP LLC**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Date of Receipt of Notice:

Address:

\_\_\_\_\_  
\_\_\_\_\_

600 MONTGOMERY STREET, SUITE 1100  
SAN FRANCISCO, CA 94111

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## ANNEX 1

**Change in Control Events:** Notwithstanding anything to the contrary set forth in the SAR Agreement, in the event a Change in Control occurs prior to the date the Vesting Date, the SAR shall vest immediately prior to the effective date of such Change in Control. For the avoidance of doubt, if the Award is Assumed or Replaced, the Award shall remain unvested until the Vesting Date in the event of any Corporate Transaction that is not a Change in Control and Section 11(b) of the Plan shall not apply to this Award.

**Defined Terms:** The following terms shall be defined as follows:

(i) “Affiliate” and “Associate” shall have the respective meanings ascribed to such terms in Rule 12b-2 promulgated under the Exchange Act.

(ii) “Change in Control” means a change in ownership or control of the Company effected through either of the following transactions: (i) the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities pursuant to a tender or exchange offer made directly to the Company’s shareholders which a majority of the Continuing Directors who are not Affiliates or Associates of the offeror do not recommend such shareholders accept, or (ii) a change in the composition of the Board over a period of twelve (12) months or less such that a majority of the Board members (rounded up to the next whole number) ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who are Continuing Directors); provided that, the transaction must also constitute a “change in the ownership or effective control, or in the ownership of a substantial portion of the assets” (as defined in Section 409A) of the Company.

(iii) “Shares” means the shares representing limited liability company interests in the Company.

(iv) “Continuing Directors” means members of the Board who either (i) have been Board members continuously for a period of at least twelve (12) months (inclusive of their tenure as Board members of JMP Group Inc.) or (ii) have been Board members for less than twelve (12) months and were elected or nominated for election as Board members by at least a majority of the Board members described in clause (i) who were still in office at the time such election or nomination was approved by the Board.

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(v) “Corporate Transaction” means any of the following transactions, provided, however, that the Company shall determine under parts (v) and (vi) whether multiple transactions are related, and its determination shall be final, binding and conclusive: (i) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state in which the Company is incorporated; (ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company; (iii) the complete liquidation or dissolution of the Company; (iv) any reverse merger or series of related transactions culminating in a reverse merger (including, but not limited to, a tender offer followed by a reverse merger) in which the Company is the surviving entity but (A) the Shares outstanding immediately prior to such merger are converted or exchanged by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than forty percent (40%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger or the initial transaction culminating in such merger; or (v) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction.

(vi) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(vii) “Separation from Service” means the Grantee’s death, retirement or other termination of employment or service with the Company and its Related Entities (as determined in accordance with Code Section 409A(2)(A)(i) and Treasury regulation section 1.409A-1(h), as each may be amended from time to time). A Separation of Service shall constitute a termination of the Grantee’s Continuous Service.

(viii) “Disability” shall mean a disability within the meaning of Code Section 409A(a)(2)(C) and Treasury regulation section 1.409A-3(i)(4), as each may be amended from time to time. The determination of whether a Grantee is Disabled shall be made by the Company in its sole discretion.

(ix) “Section 409A” means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

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**Grantee Covenants:** As a condition to the Grantee's receipt of this Award, the Grantee agrees to be subject to the following covenants (the "Grantee Covenants"):

(a) **Confidential Information.** The Grantee hereby acknowledges that unauthorized disclosure of Confidential Information to third parties outside the Company will cause the Company substantial, immediate and irreparable harm. For purposes hereof, "Confidential Information" means non-public information concerning the Company and its clients, including without limitation, information concerning the Company's and its clients' businesses, strategies, operations, financial affairs, organizational and personnel matters, policies and procedures. Confidential Information may have been or be provided in written or electronic form or orally. Further, and without prejudice to or limitation on any other confidentiality obligations imposed by agreement or by law, the Grantee hereby undertakes to use and protect Confidential Information in accordance with the restrictions placed on its use and/or disclosure. Without limiting the foregoing, except as authorized by the Company or as required by applicable law, the Grantee may not disclose or allow disclosure of any Confidential Information, or of any information derived therefrom, in whatever form, to any person unless such person is a director, officer, partner, employee, attorney or agent of the Company and, in the Grantee's reasonable good faith judgment, has a need to know the Confidential Information or information derived therefrom in furtherance of the business of the Company. The Grantee may not take or use Confidential Information for his or her own purposes, or purposes of third parties, either directly or indirectly, including, without limitation, for the purpose of furthering current or future employment outside the Company or for outside activities, personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies, including preliminary injunction and restraining order, to prevent impermissible use of Confidential Information and/or to recover damages incurred as a result of such use of Confidential Information. The foregoing obligations will survive, and remain binding and enforceable notwithstanding any termination of the Grantee's employment with the Company and any settlement of the financial rights and obligations arising from the Grantee's employment with the Company. Without limiting the foregoing, the existence of, and any information concerning, any dispute between the Grantee and the Company shall constitute Confidential Information except that the Grantee may disclose information concerning such dispute to the arbitrator or other trier of fact who is considering such dispute, or to the Grantee's legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute).

(b) **Solicitation of Employees.** The Grantee hereby agrees that during the Grantee's employment and for a period of one year following his or her Separation from Service, Grantee will not, in any manner, directly or indirectly, solicit any person who is an Employee to resign from the Company. For purposes hereof, the term "Solicit" means any direct or indirect communication of any kind whatsoever, regardless of by whom initiated, inviting, advising, encouraging or requesting any person or entity, in any manner, to take or refrain from taking any action.

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(c) Garden Leave. To the extent permitted by applicable law, the Grantee hereby agrees that during the Coverage Period, the Executive Committee may, in its sole and absolute discretion, continue Grantee's employment, pay the Grantee's base salary or draw, as applicable, and require that the Grantee refrain from engaging in any other employment or business activities until the Executive Committee determines otherwise. The Grantee may continue to participate in any benefit plan for which he or she continues to be eligible, subject to the payment of necessary premiums and the terms and conditions of the applicable benefit plans. The Grantee will not receive or participate in any incentive pay or bonus arrangements. During the Coverage Period, the Grantee will not be required to perform any duties for the Company. During the Coverage Period, the Company may, in its sole discretion, deny or restrict the Grantee's access to the Company's clients, customers, premises, Confidential Information and telephone and computer systems. For purposes hereof, the term "Coverage Period" means, at the discretion of the Executive Committee, either the 90-day period beginning on the date on which the Grantee's Separation from Service would otherwise have occurred as a result of notice of resignation by Grantee or notice of termination of the Grantee's employment by the Company. The Company may, in its sole discretion, elect not to invoke, or to shorten, the duration of, the Coverage Period. If the Company elects to terminate the Coverage Period early, the Company will not continue to pay, or provide benefits to, the Grantee. In the event of any breach of this provision by the Grantee, the Company will have no obligation to continue providing compensation or benefits to Grantee. Grantee acknowledges that a breach of his or her obligations hereunder would cause irreparable damage to the Company and monetary damages alone would be an insufficient remedy for such a breach. Therefore, the Company, in addition to any other rights or remedies that it may have, will be entitled to a preliminary or temporary injunctive order restraining Grantee from violating or continuing to violate such obligations. Nothing contained herein shall alter Grantee's at-will employment status with the Company. In addition, nothing contained herein shall defer the date upon which Shares would be issued upon exercise of the SAR in the absence of the garden leave or otherwise extend the term of the SAR beyond the Expiration Date.

(d) Reasonable Scope. Grantee acknowledges and agrees that the Grantee Covenants and agreements contained herein are reasonable and valid in temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the trade secrets, Confidential Information, Client relationships, goodwill, and other legitimate business interests of the Company.

(e) Extended Duration of Covenants. The duration of the non-solicitation and garden leave clauses set forth in subsections (b) – (c) shall be extended by the length of time of any litigation relating to the enforcement of these clauses; provided, however, that nothing contained herein shall defer the date upon which Shares would be issued upon exercise of the SAR (if elected by Grantee) or otherwise extend the term of the SAR beyond the Expiration Date.