Section 1: SC 13D/A (FORM SC 13D/A)

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934

(Amendment No. 2 **)***

Legg Mason, Inc.
(Name of Issuer)

Common Stock, $0.10 Par Value Per Share
(Title of Class of Securities)

524901105
(CUSIP Number)

Li Han
Group General Counsel
8 Stevens Road, Singapore 257819
Telephone: (+65) 6361 0971
(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

December 19, 2016
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-l(f) or 240.13d-l(g), check the following box. ☐

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No.	524901105

1.	Name of Reporting Person. Tianqiao Chen	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization The People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,510,153
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,510,153
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,510,153	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 10.4% (1)	
14.	Type of Reporting Person (See Instructions) IN	

(1) Calculated based on 101,006,739 shares of Common Stock outstanding as of October 27, 2016.

CUSIP No.	524901105

1.	Name of Reporting Person. Shanda Media Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,510,153
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,510,153
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,510,153	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 10.4% (1)	
14.	Type of Reporting Person (See Instructions) CO, HC	

CUSIP No.	524901105

1.	Name of Reporting Person. Shanda Investment Group Limited (formerly known as Premium Lead Company Limited)	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,510,153
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,510,153
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,510,153	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 10.4% (1)	
14.	Type of Reporting Person (See Instructions) CO, HC	

CUSIP No.	524901105

1.	Name of Reporting Person. Shanda Technology Overseas Capital Company Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,510,153
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,510,153
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,510,153	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 10.4% (1)	
14.	Type of Reporting Person (See Instructions) CO, HC	

CUSIP No.	524901105

1.	Name of Reporting Person. Shanda Asset Management Investment Limited (formerly known as Shanda Payment Investment Limited)	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,510,153
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,510,153
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,510,153	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 10.4% (1)	
14.	Type of Reporting Person (See Instructions) CO, HC	

This Amendment No. 2 to Schedule 13D (this "**Amendment No. 2**") relates to the Common Stock, par value $0.01 per share (the "**Common Stock**"), of Legg Mason, Inc., a Maryland corporation (the "**Issuer**") and amends the Schedule 13D filed on April 21, 2016 (the "**Original Schedule 13D**"), as amended by Amendment No. 1 to the Original Schedule 13D filed on July 7, 2016 ("**Amendment No. 1**", and, together with the Original Schedule 13D and this Amendment No. 2, the "**Schedule 13D**").

This Amendment No. 2 is being filed to amend Item 2, Item 4, Item 5, Item 6 and Item 7 of the Schedule 13D as follows:

Item 2. Identity and Background

Shanda Asset Management Investment Limited (formerly known as Shanda Payment Investment Limited) shall also be known as the "**Investor**".

Item 4. Purpose of Transaction

The following paragraph shall be added to Item 4 of the Schedule 13D:

On December 19, 2016, the Issuer and the Investor entered into an Investor Rights and Standstill Agreement (the "**Investor Rights and Standstill Agreement**") under which the Issuer confirms that its Board of Directors (the "**Board**") has agreed to expand the size of the Board from 11 to 13 directors and to elect Mr. Chen, Chairman and CEO of Shanda Investment Group Limited ("**Shanda Group**") and Robert Chiu, President of Shanda Group, as directors on or before June 1, 2017, with terms expiring at the 2017 Annual Meeting of Stockholders. Pursuant to the Investor Rights and Standstill Agreement, Mr. Chen will be appointed as Vice Chairman when he joins the Board.

The Issuer also agrees to appoint an Investor nominee as a member of the Nominating and Corporate Governance Committee, subject to satisfying applicable independence requirements under applicable law or listing rules. The Investor has the right to nominate a non-voting observer to the Board at any time it does not have two director designees sitting on the Board.

If the Investor and its affiliates (the "**Investor Parties**") do not beneficially own for a period of 30 consecutive trading days shares of the Common Stock equal to at least 10.0% of the outstanding shares of the Common Stock (the "**10% Minimum Percentage**"), the obligations of the Issuer with respect to the appointment of a second director, the appointment of Mr. Chen as Vice Chairman of the Board and the appointment of an Investor nominee as a member of the Issuer's Nominating and Corporate Governance Committee or any other committee of the Board will terminate. If the Investor Parties do not beneficially own for a period of 30 consecutive trading days shares of the Common Stock equal to at least 5.0% of the outstanding shares of Common Stock (the "**5% Minimum Percentage**"), the obligations of the Issuer under the Investor Rights and Standstill Agreement with respect to the appointment to the Board of both Investor nominees will terminate. If the Investor Parties' ownership drop below the 10.0% or 5.0% threshold, the Investor director is not required to resign, but, the Board will no longer be obligated to nominate the Investor director for re-election.

The agreement further provides that if (i) the Issuer becomes a party to a strategic transaction wherein the membership of the board of directors of a publicly listed successor entity is split between the directors of the Issuer and the directors of the other party to such transaction and (ii) the directors of the Issuer (including the Investor directors) immediately prior to the effectiveness of such strategic transaction do not represent 75% or more of such surviving entity's board of directors, then the obligations of the Issuer under the agreement with respect to (x) appointment of an Investor nominee to a second Board seat , (y) appointment of Mr. Chen as Vice Chairman of the Board and (z) appointment of an Investor nominee as a member of the Nominating and Corporate Governance Committee or any other committee of the Board shall terminate. For the avoidance of doubt, upon the occurrence of the events described in this paragraph, the Investor director(s) whom the Issuer is no longer obligated to appoint to the Board, the Vice Chairman of the Board or the Issuer's Nominating and Corporate Governance Committee, as the case may be, shall not be required to resign from the Board or such committee unless required pursuant to the terms of the strategic transaction.

Under the Investor Rights and Standstill Agreement, the Investor Parties have agreed to invest $500 million on a cumulative basis in investment products managed or advised by the Issuer's investment affiliates (other than liquidity products). If the Investor Parties do not invest at least $350 million prior to July 31, 2017, the obligations

of the Issuer will terminate with respect to the appointment of a second Investor nominee to the Board. If the Investor Parties do not invest at least $500 million on or prior to October 31, 2018, the obligations of the Issuer with respect to the appointment of a second Investor nominee to the Board, the appointment of Mr. Chen as Vice Chairman of the Board and the appointment of an Investor nominee to the Issuer's Nominating and Corporate Governance Committee or any other committee of the Board will terminate. For the avoidance of doubt, in such event the Investor director(s) whom the Issuer is no longer obligated to appoint to the Board, the Vice Chairman of the Board or the Issuer's Nominating and Corporate Governance Committee, as the case may be, shall not be required to resign from the Board or such committee prior to the expiration of the term he or she is then serving.

The Investor Rights and Standstill Agreement also contemplates additional purchases of the Common Stock by the Investor Parties to increase their investment up to 15.0%. The Investor also agrees, among other things and subject to certain limitations, that for a period of three years from the effective date of the Investor Rights and Standstill Agreement, it will support the Board's full list of nominees at the Issuer's annual meetings, will not make acquisitions that result in the Investor Parties owning more than 15.0% of the outstanding shares of the Common Stock and will not take certain other specified actions. Notwithstanding the foregoing, the Investor Parties' ownership could exceed 15.0% as a result of actions taken by the Issuer including share repurchases.

Under the Investor Rights and Standstill Agreement, the Investor also agreed to contribute at least $2.5 million in the Legg Mason Charitable Foundation by no later than the three month anniversary of the date of the Investor Rights and Standstill Agreement.

Under a separate agreement (the "**Registration Rights Agreement**"), the Investor was granted certain registration rights for the resale of shares of the Common Stock.

The foregoing descriptions of the Investor Rights and Standstill Agreement and the Registration Rights Agreement do not purport to be complete and is qualified in its entirety by reference to the Investor Rights and Standstill Agreement and the Registration Rights Agreement, which are filed as Exhibits 3 and 4, respectively, to this Schedule 13D and are incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is amended and restated to read as follows:

The information set forth in Items 2, 3 and 4 herein is incorporated herein by reference.

(a) – (b)

The Investor holds 10,510,153 shares of Common Stock, representing approximately 10.4% of the outstanding shares of Common Stock of the Issuer. The foregoing percentage is calculated based on 101,006,739 shares of Common Stock of the Issuer outstanding as of October 27, 2016.

Mr. Chen, through his ownership of Shanda Media Limited, may be deemed to share voting and dispositive power over the Shares beneficially owned by Shanda Media Limited. Shanda Media Limited, through its ownership of Shanda Investment Group Limited (formerly known as Premium Lead Company Limited), may be deemed to share voting and dispositive power over the Shares beneficially owned by Shanda Investment Group Limited. Shanda Investment Group Limited, through its ownership of Shanda Technology Overseas Capital Company Limited, may be deemed to share voting and dispositive power over the Shares beneficially owned by Shanda Technology Overseas Capital Company Limited. Shanda Technology Overseas Capital Company Limited, through its ownership of the Investor, may be deemed to share voting and dispositive power over the Shares directly held by the Investor.

Except as set forth in Item 5(a), none of the Reporting Persons, and, to the best of their knowledge, any persons named in Schedule A hereto owns beneficially any Common Stock of the Issuer.

(c) Inapplicable.

(d) Inapplicable.

(e) Inapplicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is amended and restated to read as follows:

The information provided in Items 2, 3, 4 and 5 is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Exhibit 3: Investor Rights and Standstill Agreement dated as of December 19, 2016 between Shanda Asset Management Investment Limited and the Issuer.

Exhibit 4: Registration Rights Agreement dated as of December 19, 2016 between the Issuer and the Investor.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

December 19, 2016

TIANQIAO CHEN

By: /s/Tianqiao Chen

SHANDA MEDIA LIMITED

By: /s/Tianqiao Chen
Name: Tianqiao Chen
Title: Director

SHANDA INVESTMENT GROUP LIMITED

By: /s/Tianqiao Chen
Name: Tianqiao Chen
Title: Director

SHANDA TECHNOLOGY OVERSEAS CAPITAL COMPANY LIMITED

By: /s/Tianqiao Chen
Name: Tianqiao Chen
Title: Director

SHANDA ASSET MANAGEMENT INVESTMENT LIMITED

By: /s/Tianqiao Chen
Name: Tianqiao Chen
Title: Director

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Section 2: EX-99.3 (EXHIBIT 3)

Exhibit 3

INVESTOR RIGHTS AND STANDSTILL AGREEMENT

This INVESTOR RIGHTS AND STANDSTILL AGREEMENT, dated as of December 19, 2016 (this "Agreement"), is by and between Legg Mason, Inc., a Maryland corporation (the "Company"), and Shanda Asset Management Investment Limited, a company organized under the laws of the British Virgin Islands (the "Investor"). Each of the Company and the Investor is sometimes referred to herein as a "party" and together, the "parties."

WHEREAS, the Investor owns 10,510,153 shares of Common Stock, $0.10 par value, of the Company (the "Common Stock" and, together

with all other securities of the Company generally entitled to vote in the election of directors of the Company, the "Voting Stock") as of the date hereof; and

WHEREAS, concurrent with the execution of this Agreement, the Investor is executing a registration rights agreement with the Company (the "Registration Rights Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. Authority; Binding Agreement. (a) The Company hereby represents and warrants that this Agreement and the performance by the Company of its obligations hereunder (i) has been duly authorized, executed and delivered by it, and is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that the enforcement hereof is subject to (A) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (B) general principles of equity, (ii) other than in connection with the appointment of the Director Designees (as defined below), the Vice Chairman of the Company's board of directors (the "Board") or the Company's compliance with its other obligations under Section 2.1 herein, does not require the approval of the shareholders of the Company or the taking of any other corporate action , and (iii) does not and will not violate any law, any order of any court or other agency of government, the Articles of Incorporation of the Company, as amended and supplemented (the "Charter"), or the Bylaws of the Company, as amended and restated (the "Bylaws"), or any stock exchange rule or regulation, or any provision of any indenture, agreement or other instrument to which the Company or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of, or give rise to, any lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever pursuant to any such indenture, agreement or other instrument. The Company further represents and warrants that its current Charter and Bylaws are the most recently filed versions thereof available on the SEC's EDGAR database.

(b) The Investor represents and warrants that this Agreement and the performance by such Investor of its obligations hereunder (i) has been duly authorized, executed and delivered by such Investor, and is a legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its terms, except to the extent that the enforcement hereof is subject to (A) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (B) general principles of equity, (ii) does not require approval by any owners or holders of any equity interest in such Investor (except as has already been obtained) or the taking of any other corporate action and (iii) does not and will not violate any law, any order of any court or other agency of government, the charter or other organizational documents of such Investor, as amended, or any provision of any agreement or other instrument to which such Investor or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or result in the creation or imposition of, or give rise to, any lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever pursuant to any such agreement or instrument.

Section 1.2. Interests in Voting Stock. The Investor hereby represents and warrants that, as of the date hereof, neither it nor any of its Affiliates (the Investor and its Affiliates collectively, the "Investor Parties") owns any Voting Stock or any other equity securities of the Company other than as set forth in the first recital above or on Schedule 1.2 of this Agreement. During the Standstill Period, the Investor shall promptly (and in any event within three Business Days after obtaining knowledge of such fact) notify the Company in writing upon (a) the Investor Parties ceasing to beneficially own, in the aggregate, the 10% Minimum Percentage or 5% Minimum Percentage of shares of Common Stock and (b) any Investor Party acquiring Voting Stock in breach of Section 2.3(a) (assuming the Standstill Period were in effect). At any time during the Standstill Period in which (x) the Investor Parties beneficially own, in the aggregate, at least the 10% Minimum Percentage or 5% Minimum Percentage of shares of Common Stock and (y) the Investor Parties do not report on Schedule 13D with the Securities and Exchange Commission (the "SEC") the exact number of Voting Stock beneficially owned, the Investor shall, upon request of the Company (which request shall not be made more than once during any quarterly period), promptly (and no later than five Business Days after the request is made) provide the Company with a written report specifying the number of shares of Voting Stock beneficially owned, in the aggregate, by the Investor Parties as of the close of business on the date immediately preceding such request.

Section 1.3. Defined Terms. For purposes of this Agreement:

(a) The term "Affiliate" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), but shall not, with respect to the Investor or any other Investor Party, include any individual or entity other than (i) individuals who, directly or indirectly, Control the Investor (the "Control Persons") and (ii) entities which the Control Persons, directly or indirectly, Control. For purposes of this Agreement, a person has "Control" over an entity if that person, his or her spouse and any of his or her children, in the aggregate, directly or indirectly, (x) owns securities representing a majority of the voting power of such entity, (y) has the right to elect a majority of such entity's board of directors or corresponding governing body, including by legal or contractual right or (z) otherwise has the legal or contractual right to affirmatively direct the

corporate actions of such entity; *provided*, that a person shall not be deemed to Control an entity under subclause (z) solely by reason of having a direct or indirect minority investment in such entity and/or the right to designate fewer than a majority of the members of such entity's board of directors or corresponding governing body and/or customary negative control or consent rights in connection with any direct or indirect minority investment or commercial arrangement. For purposes of this Agreement, the Investor Parties, on the one hand, and the Company, on the other, shall be deemed not to be Affiliates of each other.

(b) The terms "beneficial owner" and "beneficially own" shall have the same meanings as set forth in Rule 13d-3 and 13d-5 promulgated by the SEC under the Exchange Act. The terms "economic owner" and "economically own" shall have the same meanings as "beneficial owner" and "beneficially own," except that a person will also be deemed to economically own and to be the economic owner of (i) all shares of Voting Stock which such person has the right to acquire pursuant to the exercise of any rights in connection with any securities or any agreement, regardless of when such rights may be exercised and whether they are conditional, and (ii) all shares of Voting Stock in which such person has any economic interest, including, without limitation, pursuant to a cash settled call option or other derivative security, contract or instrument in any way related to the price of shares of Voting Stock (it being agreed that any such shares shall be calculated on a net basis to reflect the extent to which that economic interest is hedged).

(c) "Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions are authorized or obligated by law to be closed in New York, New York, London, United Kingdom or Singapore.

(d) The "Standstill Period" means the period commencing upon execution of this Agreement and ending at the earlier of (i) the close of business on the three year anniversary of the date hereof (or, if such date is not a Business Day, the next succeeding Business Day) and (ii) the termination of the provisions of Section 2.3 in accordance with the terms hereof.

(e) "Extraordinary Matter" means (x) any merger, consolidation, share exchange, recapitalization, tender offer or other business combination, in each case as a result of which the holders of the Common Stock of the Company immediately prior to the consummation of such transaction would cease to own voting securities representing at least a majority of the outstanding voting power of the resulting company (or, if such resulting company is a subsidiary, then the ultimate parent company), (y) any transaction whereby any person, entity or group (within the meaning of Section 13(d)(3) of the Exchange Act) would acquire, directly or indirectly, voting securities of the Company or its successor representing a majority of the outstanding voting power of the Company or its successor or (z) any liquidation, dissolution or sale of all or substantially all of the assets of the Company.

ARTICLE II

COVENANTS

Section 2.1. Director.

(a) On or after the date of execution and delivery of this Agreement by all parties hereto, as may be requested by the Investor but in any event no later than June 1, 2017 (the "Appointment Date"), the Board shall as soon as practicable (A) increase the size of the Board by one (1) director and (B) appoint Mr. Robert Chiu as a director of the Company as the Investor's designee (the "Initial Director Designee") with a term expiring at the Company's next annual meeting following such appointment.

(b) On the Appointment Date, as may be requested by the Investor, the Board shall as soon as practicable (i) (A) further increase the size of the Board by one (1) director and (B) appoint Mr. Tianqiao Chen as a director of the Company (the "Second Director Designee", and together with the Initial Director Designee, the "Director Designees" and each a "Director Designee") with a term expiring at the Company's next annual meeting following such appointment, (ii) appoint Mr. Chen as the Vice Chairman of the Board and (iii) subject to satisfying applicable independence requirements under applicable law or applicable listing rules, appoint a Director Designee as a member of the Company's Nominating and Corporate Governance Committee.

(c) For the avoidance of doubt, (i) the Company may at any time or from time to time increase or decrease the size of the Board and/or change its composition, provided that such increase or decrease may not affect the tenure of the Director Designees or the Investor's rights hereunder, and (ii) the appointment of the Second Director Designee as provided in section 2.1(b) shall not occur during a period between the date of mailing of a proxy statement of the Company and the meeting of shareholders to which such proxy statement relates (but if the appointment of the Second Director Designee is delayed pursuant to this clause the appointment shall be made as soon as practicable, but not earlier than two months, after such meeting of shareholders).

(d) Subject to Section 2.1(j) and (k), the Company shall take all necessary actions (including ensuring that sufficient vacancies exist) to ensure that it and the Board (including any committee of the Board) will:

(i) at each annual meeting of shareholders, recommend for nomination and nominate both Director Designees or any Replacement Nominees (as defined below), together with the other persons included in the Company's slate of nominees for election as directors at such annual meetings, as a director of the Company; and

(ii) recommend that the shareholders of the Company vote to elect both Director Designees or Replacement Nominees as a director of the Company at such annual meetings of shareholders.

(e) Subject to Section 2.1(j) and (k), the Company shall use all reasonable best efforts (which shall include the solicitation of proxies) consistent with its efforts with respect to the other Board nominees; *provided*, that such efforts are customary for a U.S. publicly traded company to ensure that both Director Designees or Replacement Nominees are elected at such annual meetings of shareholders.

(f) If either (i) a Director Designee resigns or is unable to serve on the Board for any reason (including death, disability, retirement, resignation or removal (with or without cause)) or (ii) the Investor wishes to replace a Director Designee at the end of his or her then-current term, the Investor shall, subject to Section 2.1(j) and (k), have the right to nominate a replacement to such Director Designee (a "Replacement Nominee", who shall become such Director Designee hereunder); *provided*, that if a majority of the Company's Nominating and Corporate Governance Committee determines in good faith that a Director Designee or Replacement Nominee is unfit to serve on the board of directors of a U.S. publicly traded corporation (applying criteria no more strict than the criteria applied to all other directors of the Company), is a director or senior employee of an asset management company that directly competes with the Company in the business of managing client assets through separate accounts or pooled vehicles and investing such assets in equities, fixed income or alternative products of the type or class managed at such time by the Company or its subsidiaries, or whose service as a director on the Board would have an adverse effect on the Company or its subsidiaries under applicable law (other than, for the avoidance of doubt, independence requirements), or if in either of the two then most recent annual meetings of shareholders such Director Designee or Replacement Nominee did not receive a majority of votes cast in the election of directors (and whose resignation was subsequently accepted by the Company in accordance with its then in effect majority resignation policy) and no other director that failed to receive a majority of votes cast in the election of directors at such meetings remained on the Board, the Investor shall be required to nominate a different individual as the Replacement Nominee. Unless the Investor and a majority of the Company's Nominating and Corporate Governance Committee otherwise agree, each Director Designee or Replacement Nominee shall be an employee of the Investor Parties who holds a position of managing director or above (including any individual with the official title of Chairman, Chief Executive Officer, President, Chief Financial Officer, Chief Tax Officer or General Counsel); *provided*, that in the event that a Director Designee or Replacement Nominee did not receive a majority of votes cast in the election of directors in either of the two then most recent annual meetings of shareholders (and whose resignation was subsequently accepted by the Company in accordance with its then in effect majority resignation policy) and the Company requests a different individual as Replacement Nominee in accordance with the preceding sentence, the Replacement Nominee may be, at the Investor's election, an employee of the Investor Parties who holds a position of managing director or above or an individual who is not an employee of the Investor Parties. In addition to the requirements for a Director Designee set forth in the first sentence of this Section 2.1(f), the Board shall have the right, acting reasonably and in good faith, to reject the Investor's selection of a given proposed Replacement Nominee following the recommendation of a majority of the members of the Company's Nominating and Corporate Governance Committee to reject such proposed Replacement

Nominee.; All provisions of this Agreement that apply to a Director Designee shall apply equally to the Replacement Nominee. For the avoidance of doubt, no Replacement Nominee nor any Director Designee other than Tianqiao Chen shall be entitled to be appointed as Vice Chairman of the Board as provided in this Agreement. The Board (including any applicable committee of the Board) will act as promptly as practicable to take all action to appoint a Replacement Nominee to the Board (in the case of a vacancy) or to comply with the applicable provisions of Sections 2.1(d) and (e) (in the case of a new Replacement Nominee being nominated for election to the Board). In addition, subject to Section 2.1(j) ,(k) and (l), the Company and the Board shall ensure that the Director Designee or Replacement Nominee selected by the Investor from time to time to serve on such committee is, once appointed to the Board and subject to such Director Designee or Replacement Nominee satisfying applicable independence requirements under applicable law or applicable listing rules, a member of the Company's Nominating and Corporate Governance Committee, and the Company and the Investor shall discuss in good faith any other appropriate committee representation for the Director Designees and Replacement Nominees. The Investor acknowledges that the Director Designees and any Replacement Nominee will be subject to all policies and procedures of the Company applicable to directors of the Company, except as otherwise agreed in this Agreement (including Section 2.1(h)).

(g) From the Appointment Date, the Company agrees that, at the Investor's election, in addition to or in lieu of the Initial Director Designee, the Investor shall be entitled to appoint a non-voting "observer" to the Board (the "Observer") who, for the avoidance of doubt, shall satisfy the requirements for a Director Designee or a Replacement Nominee set forth in the proviso of the first sentence of Section 2.1 (f) and in the second sentence of Section 2.1(f), but shall have no legal rights of a director, and shall only have the contractual rights set forth in this Section 2.1(g) and Section 2.1(h). The Board shall have the right, acting reasonably and in good faith, to reject the Investor's selection of a given proposed Observer following the recommendation of a majority of the members of the Company's Nominating and Corporate Governance Committee to reject such proposed Observer. The Observer shall (i) be provided by the Company with all notices of meetings, consents, minutes and other written materials at the same time the same are provided to the Board, (ii) be entitled to attend and participate in all meetings of the Board and each committee thereof and (iii) comply with all rules, policies and procedures of the Company applicable to directors, except for any stock ownership guidelines of the Company and except as otherwise agreed by the Company and the Investor (including in Section 2.1(h)); *provided* that (A) information can be withheld from the Observer, and the Observer can be excluded from any portion of any Board meeting, to the extent the Board reasonably determines, based on the advice of counsel, that such action is necessary to avoid the waiver of the attorney-client privilege of the Company (*provided, further*, that the Company shall consult with the Investor prior to taking any such action to minimize or eliminate the need for such action), (B) the Observer shall not be permitted to participate in executive sessions of the Board or any committee thereof, and (C) the Observer shall not be counted for purposes of establishing a quorum. The Company shall reimburse the Observer for all travel and lodging expenses in connection with the attendance by the Observer at any Board meeting on the same terms, and subject to the same policies, as shall apply to the directors of the Company. The Observer shall automatically be removed and shall cease to have any rights under this Agreement or otherwise, upon the appointment of a Director Designee to a second Board seat; provided that, at any time and for so long as the Investor is entitled to designate two Director Designees to the

Board but fewer than two Director Designees are then serving on the Board, the Investor shall have the right to appoint one Observer in accordance with this Section 2.1(g). The Investor shall be permitted to replace (for so long as the Investor is entitled to an Observer under this Section 2.1(g)) or remove the Observer at any time.

(h) Nothing in this Agreement shall restrict or prevent any Director Designee or Observer designated by the Investor from sharing with the Investor and its Affiliates any confidential information of the Company or any of its Affiliates; *provided* that such information may only be disclosed by such Investor and its Affiliates (i) to its officers, employees, directors, members, partners, agents, advisors and other representatives who need to know such information in connection with the performance of their duties (*provided*, that Investor shall be liable for any disclosure by any such person of any such information that, if disclosed by the Investor or any Director Designee, would be a breach of this Agreement or the policies and procedures of the Company applicable to directors that have been provided or made available to the Director Designees), (ii) to the extent required to comply with applicable law, the rules of any stock exchange or listing authority or to the extent required by legal process (including oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar legal process) to which the Investor, any of its Affiliates or any of their respective officers, employees, directors, members, partners, agents, advisors or other representatives is subject (*provided*, that, in the case of this clause (ii), advance written notice, to the extent reasonably practicable, is provided to the Company) or (iii) to a prospective purchaser of any of the Investor Parties' Voting Stock subject to such prospective purchaser first entering into a confidentiality agreement with the applicable Investor Party that is enforceable by the Company against such prospective purchaser and is otherwise reasonably acceptable to the Company.

(i) The Director Designees and any Replacement Nominees shall be entitled to the same indemnification rights (including entering into a director indemnification agreement to the extent any other director of the Company is or at any time hereafter becomes a party to such an agreement), and coverage under the Company's directors and officers' insurance policies, as other non-executive directors of the Company. The Company acknowledges that with respect to conduct of the Director Designees or any Replacement Nominees for which the Director Designees or any Replacement Nominees are entitled to indemnification from the Company, the Company (as between the Company and the Investor) is the indemnitor of first resort.

(j) Notwithstanding anything to the contrary in this Section 2.1, after the Appointment Date, (i) if the Investor Parties do not beneficially own in the aggregate, for a period of 30 consecutive Trading Days (as defined below), Common Stock equal to at least 10.0% of the outstanding shares of Common Stock (the "10% Minimum Percentage"), the obligations of the Company under this Section 2.1 with respect to (x) appointment of a Director Designee to a second Board seat, (y) appointment of Mr. Chen as Vice Chairman of the Board and (z) appointment of a Director Designee as a member of the Company's Nominating and Corporate Governance Committee or any other committee of the Board shall terminate, and (ii) if the Investor Parties do not beneficially own in the aggregate, for a period of 30 consecutive Trading Days, Common Stock equal to at least 5.0% of the outstanding shares of Common Stock (the "5% Minimum Percentage"), the obligations of the Company under this Section 2.1 shall

terminate with respect to both Director Designees. For purposes of the calculations in this Section 2.1(i), the number of outstanding shares of Common Stock then outstanding shall be the lesser of (A) the number as of the latest date set forth in the Company's most recently filed Quarterly Report on Form 10-Q or Form 10-K or, if more recently filed, Form 8-K and (B) the actual number of outstanding shares of Common Stock then outstanding. For the avoidance of doubt, if the obligations of the Company specified in the first sentence of this Section 2.1(j) are terminated in accordance with such sentence, the Director Designee(s) whom the Company is no longer obligated to appoint to the Board, the Vice Chairman or the Company's Nominating and Corporate Governance Committee, as the case may be, shall not be required pursuant to this Agreement to resign from the Board or such committee prior to the expiration of the term he or she is then serving. For purposes of this Agreement, "Trading Days" means Business Days on which (i) the principal stock exchange on which the Voting Stock is then listed is open for trading and (ii) the Investor Parties are not restricted from making open market purchases of Voting Stock by the Company's insider trading policy then in effect.

(k) Notwithstanding anything to the contrary in this Section 2.1, (i) if the Investor Parties do not invest at least $350,000,000 pursuant to Section 2.7(a) (if it is in effect) on or prior to July 31, 2017, the obligations of the Company under this Section 2.1 shall terminate with respect to the appointment of a Director Designee to a second Board seat, and (ii) if the Investor Parties do not invest at least $500,000,000 pursuant to Section 2.7(a) (if it is in effect) on or prior to October 31, 2018, the obligations of the Company under this Section 2.1 with respect to (x) appointment of a Director Designee to a second Board seat, (y) appointment of Mr. Chen as Vice Chairman of the Board and (z) appointment of a Director Designee as a member of the Company's Nominating and Corporate Governance Committee or any other committee of the Board shall terminate. For the avoidance of doubt, if the obligations of the Company specified in the first sentence of this Section 2.1(k) are terminated in accordance with such sentence, the Director Designee(s) whom the Company is no longer obligated to appoint to the Board, the Vice Chairman or the Company's Nominating and Corporate Governance Committee, as the case may be, shall not be required pursuant to this Agreement to resign from the Board or such committee prior to the expiration of the term he or she is then serving.

(l) Notwithstanding anything to the contrary in this Section 2.1, if (i) the Company becomes a party to a strategic transaction wherein the membership of the board of directors of a publicly listed successor entity shall be split between the directors of the Company and the directors of the other party to such transaction and (ii) the directors of the Company (including the Director Designees) immediately prior to the effectiveness of such strategic transaction do not represent 75% or more of such surviving entity's board of directors, then the obligations of the Company under this Section 2.1 with respect to (x) appointment of a Director Designee to a second Board seat, (y) appointment of Mr. Chen as Vice Chairman of the Board and (z) appointment of a Director Designee as a member of the Nominating and Corporate Governance Committee or any other committee of the Board shall terminate. For the avoidance of doubt, if the obligations of the Company specified in the first sentence of this Section 2.1(l) are terminated in accordance with such sentence, the Director Designee(s) whom the Company is no longer obligated to appoint to the Board, the Vice Chairman or the Company's Nominating and Corporate Governance Committee, as the case may be, shall not be required pursuant to this Agreement to resign from the Board or such committee unless required pursuant to the terms of the strategic transaction.

Section 2.2. Voting Provisions. During the Standstill Period; *provided*, that the Company and the Board have complied with their obligations under Section 2.1, the Investor Parties will cause all shares of Voting Stock for which the Investor Parties have the right to vote to be present for quorum purposes and to be voted at any meeting of shareholders or at any adjournments or postponements thereof, (x) in favor of each director nominated and recommended by the Board for election at any such meeting, (y) against any shareholder nominations for director which are not approved and recommended by the Board for election at any such meeting and (z) with respect to all "say-on-pay" resolutions recommended by the Board, in favor of such resolutions or in direct proportion to the votes of the other shareholders of the Company who cast votes with respect to such resolutions.

Section 2.3. Actions by the Investor. The Investor agrees that, during the Standstill Period, it will not and will cause the other Investor Parties not to, unless specifically requested or authorized in writing by a resolution of the Board, directly or indirectly:

(a) purchase or cause to be purchased on its behalf or otherwise acquire or agree to acquire economic ownership of any Voting Stock, if in any such case, immediately after the taking of such action, the Investor Parties would, in the aggregate, economically own Voting Stock representing more than 15% of the aggregate voting power of the Company's outstanding Voting Stock (the "Ownership Threshold"); *provided*, that (A) it shall not be a breach of this Agreement if the Investor Parties inadvertently exceed the Ownership Threshold if as soon as practicable after obtaining knowledge thereof the Investor Parties divest themselves of economic ownership of shares in excess of the Ownership Threshold, (B) it shall not be a breach of this Agreement if the Investor Parties exceed the Ownership Threshold as a result of share purchases, reverse share splits, share forfeitures or other actions that by reducing the number of shares outstanding cause the Investor Parties to exceed the Ownership Threshold, so long as the Investor Parties shall not thereafter (after written notice from the Company that such share reduction actions have caused them to exceed the Ownership Threshold) breach this Section 2.3(a), (C) for purposes of any calculation under this Section 2.3(a), the number of outstanding shares of Voting Stock shall be the higher of (1) the number as of the latest date set forth in the Company's most recently filed Quarterly Report on Form 10-Q or Form 10-K or, if more recently filed, Form 8-K, and (2) the actual number of outstanding shares of Voting Stock then outstanding, and (D) it shall not be a breach of this Agreement if the Investor Parties exceed the Ownership Threshold as a result of the direct or indirect acquisition of any Voting Stock or restricted stock units awarded to the Director Designees or any Replacement Nominees under the Legg Mason, Inc. Non-Employee Director Equity Plan, as amended and/or restated from time to time, and/or any successor or similar plan(s) thereto by the Investor Parties so long as the Investor Parties shall not thereafter breach this Section 2.3(a); *provided*, that if the Company issues an additional class of Voting Stock that provides for super-voting rights relative to the Common Stock ("New Voting Securities") and such New Voting Securities are repurchased, redeemed or otherwise cease to be outstanding, the Investor agrees that upon receipt of written notice of such event from the Company, to the extent its ownership of Voting Stock then exceeds the Ownership Threshold as a result of such repurchase, redemption or other event (the "Excess Shares"), the Investor shall vote the Excess Shares in direct proportion to the votes cast by other shareholders of the Company with respect to all matters; and the Company will provide the information reasonably necessary for the Investor to determine the Excess Shares;

(b) form, join in or in any other way participate in a "group" within the meaning of Section 13(d)(3) of the Exchange Act with respect to the Common Stock or deposit any shares of Common Stock in a voting trust or similar arrangement or subject any shares of Common Stock to any voting agreement or pooling arrangement, or grant any proxy with respect to any shares of Common Stock (other than to a designated representative of the Company pursuant to a proxy solicitation on behalf of the Board), in each case with someone other than the Investor Parties;

(c) solicit proxies or written consents of shareholders, or conduct any binding or nonbinding referendum with respect to Common Stock, or make, or in any way participate in, any "solicitation" of any "proxy" within the meaning of Rule 14a-1 promulgated by the SEC under the Exchange Act (but without regard to the exclusion set forth in Rule 14a-1(l)(2)(iv) from the definition of "solicitation") to vote any shares of Common Stock with respect to any matter, or become a participant in any contested solicitation for the election of directors with respect to the Company (as such terms are defined or used in the Exchange Act and the Rules promulgated thereunder), other than solicitations or acting as a participant in support of the voting obligations of the Investor pursuant to Section 2.2;

(d) seek to call, or to request the call of, or call a special meeting of the shareholders of the Company, or seek to make, or make, a shareholder proposal (whether pursuant to Rule 14a-8 under the Exchange Act or otherwise) at any meeting of the shareholders of the Company, or make a request for a list of the Company's shareholders, or, except in each case as contemplated by this Agreement with respect to the Director Designees or any Replacement Nominee, seek election to the Board, seek to place a representative on the Board or seek the removal of any director from the Board;

(e) effect or seek to effect (including, without limitation, by entering into any discussions, negotiations, agreements or understandings whether or not legally enforceable with any third person), offer or propose (whether publicly or otherwise) to effect, or cause or participate in, or in any way assist or knowingly facilitate any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of securities that the Investor would not be permitted to acquire under Section 2.3(a), (ii) any tender offer or exchange offer, merger, acquisition, share exchange or other business combination involving the Company or any of its subsidiaries, or (iii) any recapitalization, restructuring, liquidation, extraordinary disposition (other than a disposition of Voting Stock by any Investor Party) dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries or any material portion of its or their businesses;

(f) publicly disclose, or cause or facilitate the public disclosure (including without limitation the filing of any document or report with the SEC or any other governmental agency or any disclosure to any journalist, member of the media or securities analyst) of any intent, purpose, plan or proposal to obtain any waiver, or consent under, or any amendment of, any of the provisions of Section 2.2 or Section 2.3, or otherwise (i) seek in any manner to obtain any waiver, or consent under, or any amendment of, any provision of Section 2.2 or Section 2.3, (ii) bring any action or otherwise act to contest the validity of Section 2.2 or Section 2.3 or (iii) seek a release from the restrictions or obligations contained in Section 2.2 or Section 2.3;

(g) make or issue or cause to be made or issued any public disclosure, announcement or statement (including, without limitation, the filing of any document or report with the SEC or any other governmental agency or any disclosure to any journalist, member of the media or securities analyst) (i) in support of any solicitation described in paragraph (c) above (other than solicitations on behalf of the Board or in support of the Board's nominees), (ii) in support of any matter described in paragraph (d) above or paragraph (h) below or (iii) in support of any matter described in paragraph (e) above that has not been entered into by the Company or recommended by the Board;

(h) otherwise acting alone, or in concert with others, seek to control or influence the governance or policies of the Company; or

(i) enter into any discussions, negotiations, agreements or understandings with any person or entity with respect to the foregoing or advise, assist, knowingly encourage, support or seek to persuade others to take any action with respect to any of the foregoing, or act in concert with others or as part of a group (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to actions that if taken by the Investor would violate any of the foregoing.

In the event the Company has announced or entered into a binding agreement providing for, or has recommended that its shareholders support, an Extraordinary Matter (a "Specified Extraordinary Matter"), the provisions of this Section 2.3 shall not operate to prevent the Investor Parties from (i) taking any actions or making any statements (including public statements) against or in support of such Specified Extraordinary Matter or (ii) proposing (including publicly proposing) or taking any actions in furtherance of or consummating an Extraordinary Matter, but except for the foregoing, all of the other provisions of this Agreement shall continue in full force and effect; *provided* that the provisions of this Section 2.3 shall terminate upon the earlier of (x) any Person or group (as defined in Section 13(d)(3) of the Exchange Act) becoming the beneficial owner, directly or indirectly, of voting securities of the Company representing more than 50% of the aggregate voting power of all then issued and outstanding voting securities of the Company or (y) the consummation of an Extraordinary Matter.

Notwithstanding anything herein to the contrary, nothing in this Agreement shall be deemed to in any way restrict or limit (a) any Director Designee or Replacement Nominee from, in his or her capacity as a member of the Board, expressing or advocating for his or her views to other members of the Board or during Board meetings, complying with his or her fiduciary duties as a director of the Board, voting on matters put to the Board or any committee thereof, influencing officers, employees, agents, management or the other directors of the Company in connection with his or her Board directorship or otherwise acting in his or her capacity as a director of the Board or (b) any Investor Party's ability to (i) discuss or communicate any matter confidentially with the Company, the Board or any of its members, (ii) vote its shares of Common Stock or any other voting securities of the Company on any matter brought before the shareholders of the Company in any manner that they choose, other than as expressly provided in Section 2.2 above, (iii) sell any shares of Common Stock or any other securities of the Company, including, without limitation, pursuant to a Company or third-party tender offer or exchange offer, (iv) exercise any of the rights granted to it under this Agreement, (v) communicate, on a confidential basis, with

attorneys, accountants or financial advisors (excluding any such advisor who has, to the Investor Party's knowledge, taken on behalf of the Investor Party any action that if taken by the Investor would violate this Section 2.3), or (vi) make disclosures required under applicable law, the rules of any stock exchange or listing authority or to the extent required by legal process (including oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar legal process) subject, to the extent reasonably practicable, to prior written notice to the Company.

Section 2.4. Additional Preparations by the Investor. As of the date of this Agreement, the Investor Parties are not engaged in any discussions or negotiations and do not have any agreements or understandings, whether or not legally enforceable, concerning the acquisition of economic ownership of any Common Stock, other than this Agreement, the Registration Rights Agreement and discussions with advisors in connection with the foregoing.

Section 2.5. Ownership Commitment. The Investor will consider in good faith the purchase of additional Common Stock so that the Investor Parties would beneficially own in the aggregate up to 15.0% of the Company's outstanding shares of Common Stock currently outstanding, it being understood that the Investor may take into account, among other things, fiduciary duties, legal obligations and requirements, the Company's Insider Trading Policy, economic and financial conditions, market and trading prices and conditions, the Investor's investment policies, restrictions under this Agreement and other relevant matters and that such purchases would be subject to receipt of all applicable regulatory approvals.

Section 2.6. Maryland Law. The Company agrees that, during the Standstill Period, it shall not assert any provision of applicable law or adopt any measure, including, without limitation, a shareholder rights plan, a net operating loss tax benefit plan, board resolution or charter or by-law amendment that would have an anti-takeover effect (including opting into the provisions in 3-803 to 3-805 of the Maryland General Corporation Law or amending the provisions of Article Eighth of the Charter in a manner adverse to the Investor Parties) if the effect would be to prevent the Investor Parties from taking any actions that are not prohibited by this Agreement (including Section 2.3).

Section 2.7. Additional Matters.

(a) The Investor Parties shall (i) invest, on terms no more favorable than similar investors, at least $500,000,000 on a cumulative basis (other than amounts invested in the Company's money market or other liquidity products identified on Exhibit A hereto) and allocated to funds, assets or products managed or advised by at least two of the Company's investment management affiliates set forth on Exhibit A hereto ("Company Products") by no later than October 31, 2018 and (ii) maintain such investments for a minimum duration of three months.

(b) The Investor shall contribute at least $2,500,000 in the Legg Mason Charitable Foundation by no later than the three month anniversary of the date of this Agreement. The Investor acknowledges and agrees that it shall have no involvement in the selection of recipients of the Legg Mason Charitable Foundation's donations.

ARTICLE III

OTHER PROVISIONS

Section 3.1. Specific Performance; Remedies. (a) Each party hereto hereby acknowledges and agrees that irreparable harm would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that remedies at law would be inadequate. It is accordingly agreed that the parties will be entitled to specific relief hereunder, including, without limitation, an injunction or injunctions to prevent and enjoin breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof (other than the terms of Section 2.5, Section 2.7(a) and Section 2.7(b)) in the courts described in Section 3.1(b), in addition to any other remedy to which they may be entitled at law or in equity. Any requirements for the securing or posting of any bond with such remedy are hereby waived. The Investor shall cause each Investor Party to comply with the provisions of this Agreement expressly applicable to such Investor Party and the Investor shall be liable for any breach thereof by any Investor Party

(b) Notwithstanding any other section in this Agreement and without limiting any other remedies the Company may have in law or equity (subject to the last sentence of this Section 3.1(b)), in the event of a Willful Breach by the Investor of Section 2.3(c), Section 2.3(d), Section 2.3(e)(ii), Section 2.3(e)(iii) or Section 2.3(i) (with the word "foregoing" in Section 2.3(i) being deemed for purposes of this Section 3.1(b) to reference only those Sections of Section 2.3 identified in this sentence (and as such Sections are so limited in this sentence)) that (i) shall not have been cured within 15 Business Days following written notice describing such breach in reasonable detail from the Company to the Investor and (ii) has or is reasonably likely to have a material negative impact on the Company, the Director Designees shall, upon the written request of the Board, resign as a member of the Board. Notwithstanding any other section in this Agreement and without limiting any other remedies the Investor may have in law or equity, in the event of a Willful Breach by the Company of Section 2.1 in whole or in part that (i) shall not have been cured within 15 Business Days following written notice describing such breach in reasonable detail from the Investor to the Company and (ii) has or is reasonably likely to have a material negative impact on any Investor Party, the provisions of Sections 2.2, 2.3, 2.5, 2.7(a) and 2.7(b) shall terminate. For purposes of this Agreement, "Willful Breach" means, with respect to any party to this Agreement, a material and knowing breach, or material and knowing failure to perform, that is the consequence of an intentional action or omission of such party or any of its Affiliates. After the Standstill Period terminates in accordance with the other provisions of this Agreement (other than the second sentence of this Section 3.1(b)), the provisions of Section 2.3 specified in the first sentence of this Section 3.1(b) (as such Sections are limited by the first sentence of this Section 3.1(b)) shall be deemed to remain in effect solely for the purposes of this Section 3.1(b), it being understood that the Company's sole remedy under this Agreement for any breach of such provisions after the termination of the Standstill Period shall be as set forth in this Section 3.1(b).

(c) Each party hereto agrees that any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby will be brought solely and exclusively in the United States District Court for the Southern District of New York, or, to

the extent such court does not have subject matter jurisdiction, the Supreme Court of the State of New York in New York County, or, if such courts do not accept jurisdiction then any state or federal court in the State of New York (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 3.3 will be effective service of process for any such action, suit or proceeding brought against any party in any such court. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby, in the United States District Court for the Southern District of New York, or, to the extent such court does not have subject matter jurisdiction, the Supreme Court of the State of New York in New York County, or, if such courts do not accept jurisdiction then any state or federal court in the State of New York (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts), and hereby further irrevocably and unconditionally waives and agrees not to assert by way of motion, defense, or otherwise, in any such action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action or proceeding is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.2. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by an agreement in writing executed by the parties hereto.

Section 3.3. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by telecopy, when such telecopy is transmitted to the telecopy number set forth below and the appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this subsection:

if to the Company:

Legg Mason, Inc.
100 International Drive
Baltimore, Maryland 21202
Facsimile: (410) 454-2310
Attention: Corporate Secretary

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: (212) 403-2000
Attention: Gordon S. Moodie

if to the Investor:

Shanda Asset Management Investment Limited
c/o Shanda Group Pte. Ltd.
8 Stevens Road, Singapore 257819
Attention: General Counsel

with a copy to:

Davis Polk & Wardwell
Hong Kong Club Building
3A Chater Road
Hong Kong
Attention: Miranda So
Fax: 852-2533-1773

Section 3.4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflict of laws provisions thereof.

Section 3.5. Further Assurances. Each party agrees to take or cause to be taken such further actions, and to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be reasonably required or requested by the other parties in order to effectuate fully the purposes, terms and conditions of this Agreement.

Section 3.6. Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (including by virtue of a holding company merger or similar reorganization), and nothing in this Agreement is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. The Investor may assign all or a portion of its rights hereunder to any of its Affiliates subject to the prior written consent of the Company not to be unreasonably withheld, conditioned or delayed; *provided* that no such assignment shall relieve the Investor of any obligations hereunder.

Section 3.7. Counterparts; Miscellaneous. This Agreement may be executed and delivered (including by facsimile transmission or .pdf format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings used herein are for convenience only and the parties agree that such

headings are not to be construed to be part of this Agreement or to be used in determining the meaning or interpretation of this Agreement. Unless the context otherwise requires, whenever used in this Agreement the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter or feminine gender and vice versa.

Section 3.8 Interpretation. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto.

Section 3.9 Non-Recourse. This Agreement may only be enforced against, and any claim or suit based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the named parties to this Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

LEGG MASON, INC.

By: /s/ Thomas C. Merchant
Name: Thomas C. Merchant
Title: Executive Vice President and General Counsel

SHANDA ASSET MANAGEMENT INVESTMENT LIMITED

By: /s/ Tianqiao Chen
Name: Tianqiao Chen
Title: Director

Exhibit A

Liquidity Products

WA California Tax Free Money Market Fund
WA Select Tax Free Reserves
WA New York Tax Free Money Market Fund
WA Tax Free Reserves
WA Liquid Reserves
WA Institutional Cash Reserves
WA Institutional Liquid Reserves
WA Institutional U.S. Treasury Reserves
WA Premium Liquid Reserves
WA Premium U.S. Treasury Reserves
WA U.S. Treasury Reserves
WA Institutional Government Reserves
WA Government Reserves
WA Institutional U.S. Treasury Obligations Money Market Fund
WA Prime Obligations Money Market Fund
WA Institutional Cash Reserves, Ltd.
WA Institutional Liquid Reserves, Ltd.
WA Premium Liquid Reserves, Ltd.
WA U.S. Treasury Reserves, Ltd.
WA Government Money Market Fund, Ltd.
WA U.S. Treasury Obligations Money Market Fund, Ltd.
Legg Mason Western Asset US Money Market Fund
WA US Dollar Liquidity Fund
LM WA Cash Trust
Legg Mason Selic Soberano Ref FICFI
WA Soberano Selic Referenciado FICFI
Legg Mason DI Gold
Legg Mason Private Income DI
Legg Mason DI Excellent
Legg Mason DI Plus
Legg Mason DI Silver
Legg Mason DI Special
Western Asset Large Corporate DI
Legg Mason DI Master
Western Asset Top Target DI
Legg Mason DI Max Plus FICFI Ref.
Legg Mason DI Daily FICFI Referenciado
Western Asset Liquidity DI
WA Sove II Selic FI
Western Asset DI Ref FI
LM Money - Retail
LM WA Singapore Dollar Fund

Investment Management Affiliates

Western Asset Management Company
ClearBridge Investments, LLC
EnTrust Permal LLC
Royce & Associates, LP
Brandywine Global Investment Management, LLC
RARE Infrastructure Limited
Martin Currie (Holdings) Limited
QS Investors Holdings, LLC
Clarion Partners LLC

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Section 3: EX-99.4 (EXHIBIT 4)

Exhibit 4

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of December 19, 2016 (this "**Agreement**"), is by and between Legg Mason, Inc., a Maryland corporation (the "**Company**"), and Shanda Asset Management Investment Limited, a company organized under the laws of the British Virgin Islands ("**Investor**").

W I T N E S S E T H:

WHEREAS, Investor owns 10,510,153 shares of Common Stock, $0.10 par value, of the Company as of the date hereof (the "**Shares**");

WHEREAS, concurrent with the execution of this Agreement, the Investor is executing an Investor Rights and Standstill Agreement (the "**Investor Rights and Standstill Agreement**"); and

WHEREAS, the Company desires to grant registration rights to Investor on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Defined Terms*. As used in this Agreement, the following terms shall have the following meanings:

"**Action**" means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any federal, state, local, foreign or international arbitration or mediation tribunal.

"**Affiliate**" has the meaning set forth in the Investor Rights and Standstill Agreement.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**At-the-Market Offering**" means a Registration in which securities of the Company are sold to the public through one or more investment banks or financial advisors as agent to the selling shareholder (but not as underwriter on a firm commitment basis).

"**Blackout Period**" means (i) any period during which directors and executive officers of the Company are not permitted to trade under the insider trading policy of the Company then in effect; *provided*, that the foregoing restriction shall not apply with respect to Investor if Investor no longer has (or never had) a right to designate a member of the Board of Directors of the Company pursuant to the Investor Rights and Standstill Agreement and (ii) in the event that the Company determines in good faith that the

registration would reasonably be expected to materially adversely affect or materially interfere with any bona fide material financing of the Company or any material transaction under consideration by the Company or would require disclosure of material information that has not been, and is not otherwise required to be, disclosed to the public, a period of up to ninety (90) days (an "**Unscheduled Blackout Period**"); *provided*, that an Unscheduled Blackout Period described in this clause (ii) may not occur more than twice in any period of fifteen (15) consecutive months.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which banking institutions are authorized or obligated by law to be closed in New York, New York or London, United Kingdom.

"**Common Stock**" shall mean the shares of common stock, $0.10 par value per share, of the Company.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Governmental Authority**" means any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any executive official thereof.

"**Holder**" shall mean Investor or any of its Subsidiaries, so long as such Person holds Registrable Securities in an amount equal to at least 2.0% of the outstanding Voting Stock.

"**Investor**" has the meaning set forth in the preamble to this Agreement and shall include its successors, by merger, acquisition, reorganization or otherwise.

"**Investor Rights and Standstill Agreement**" has the meaning set forth in the recitals to this Agreement.

"**Loss**" or "**Losses**" has the meaning set forth in Section 2.08(a).

"**Person**" means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority,

"**Piggyback Registration**" has the meaning set forth in Section 2.03(a).

"**Prospectus**" means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including post-effective amendments, and all other material incorporated by reference in such prospectus.

"**Registrable Securities**" means the Shares, Voting Stock acquired by Investor or its Affiliates in compliance with the Investor Rights and Standstill Agreement, and any securities issued or issuable directly or indirectly with respect to, in exchange for, upon the conversion of or in replacement of the Shares and such Voting Stock, whether by way of a dividend or distribution or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, exchange or other reorganization; *provided*, that any such Shares and Voting Stock shall cease to be Registrable Securities if (i) they do not, in aggregate, represent voting power in excess of at least 2.0% of the outstanding Voting Stock, (ii) they have been registered and sold pursuant to an effective Registration Statement, (iii) they have been transferred by a Holder in a transaction in which the Holder's rights under this Agreement are not, or cannot be, assigned, (iv) they may be sold pursuant to Rule 144 under the Securities Act without limitation thereunder on volume or manner of sale, (v) they have ceased to be outstanding or (vi) the Investor or any of the Investor Parties (as defined in the Investor Rights and Standstill Agreement) shall have breached any of their respective obligations under the Investor Rights and Standstill Agreement (but excluding any deemed breach of Section 3.1(b) of the Investor Rights and Standstill Agreement after the expiration of the Standstill Period (as defined in the Investor Rights and Standstill Agreement)).

"**Registration**" means a registration with the SEC of the offer and sale to the public of Registrable Securities under a Registration Statement. The terms "**Register**," "**Registered**" and "**Registering**" shall have a correlative meaning.

"**Registration Expenses**" shall mean all expenses incident to the Company's performance of or compliance with this Agreement, including all (i) registration, qualification and filing fees; (ii) expenses incurred in connection with the preparation, printing and filing under the Securities Act of the Registration Statement, any Prospectus and any issuer free writing prospectus and the distribution thereof; (iii) the fees and expenses of the Company's counsel and independent accountants; (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Shares under the state blue sky laws (including the related fees and expenses of counsel); (v) the costs and charges of any transfer agent and any registrar; (vi) all expenses and application fees incurred in connection with any filing with, and clearance of an offering by, Financial Industry Regulatory Authority, Inc.; (vii) expenses incurred in connection with any "**road show**" presentation to potential investors; (viii) printing expenses, messenger, telephone and delivery expenses; (ix) internal expenses of the Company (including all salaries and expenses of employees of the Company performing legal or accounting duties); and (x) fees and expenses of listing any Registrable Securities on any securities exchange on which shares of Common Stock are then listed; but in each case excluding any Selling Expenses.

"**Registration Statement**" means any registration statement of the Company filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"**SEC**" has the meaning set forth in the recitals to this Agreement.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Selling Expenses**" means (i) all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder, (ii) any fees and expenses of legal counsel or other advisors of the Holders and (iii) in the case of any offer and sale of Registrable Securities that is not made pursuant to an Underwritten Offering, whether or not completed or consummated, (a) any fees or expenses incurred by the Company related to comfort letters, legal opinions and/or other documents that are similar to those typically required or requested in an Underwritten Offering, and (b) any other expenses incurred by the Company which are not related to (x) the Company preparing and furnishing any disclosure required to be produced by the Company as a result of the manner of the offer and sale (other than routine periodic reports filed by the Company pursuant to the Exchange Act), (y) registration fees or other regulatory filing fees necessitated by the manner of the offer and sale or (z) Registration Expenses otherwise described in clauses (i) – (vi) and (ix)-(x) of the definition of Registration Expenses.

"**Shares**" has the meaning set forth in the recitals to this Agreement.

"**Shelf Registration**" means a Registration Statement of the Company for an offering to be made on a delayed or continuous basis of Common Stock pursuant to Rule 415 under the Securities Act (or similar provisions then in effect).

"**Subsidiary**" means, when used with respect to any Person, (a) a corporation in which such Person or one or more Subsidiaries of such Person, directly or indirectly, owns capital stock having a majority of the total voting power in the election of directors of all outstanding shares of all classes and series of capital stock of such corporation entitled generally to vote in such election; and (b) any other Person (other than a corporation) in which such Person or one or more Subsidiaries of such Person, directly or indirectly, has (i) a majority ownership interest or (ii) the power to elect or direct the election of a majority of the members of the governing body of such first-named Person.

"**Takedown Notice**" has the meaning set forth in Section 2.01(b).

"**Underwritten Offering**" means a Registration in which securities of the Company are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

"**Unscheduled Blackout Period**" has the meaning set forth in the Section 1.01.

"**Voting Stock**" means the Common Stock together with all other securities of the Company generally entitled to vote in the election of directors of the Company.

Section 1.02. *General Interpretive Principles*. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. Whenever the words "**include**," "**includes**" or "**including**" are used in this Agreement, they shall be deemed to be followed by the words "**without limitation**." Unless otherwise specified, the terms "**hereof**," "**herein**," "**hereunder**" and similar terms refer to this Agreement as a whole (including the exhibits hereto), and references herein to Articles and Sections refer to Articles and Sections of this Agreement. Except as otherwise indicated, all periods of time referred to herein shall include all Saturdays, Sundays and holidays; *provided, however*, that if the date to perform the act or give any notice with respect to this Agreement shall fall on a day other than a Business Day, such act or notice may be performed or given timely if performed or given on the next succeeding Business Day. References to a Person are also to its permitted successors and assigns. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2
REGISTRATION RIGHTS

Section 2.01. *Registration*.

(a) *Shelf Registration*. On or prior to the first anniversary of the date of the Investor Rights and Standstill Agreement, subject to the terms and conditions hereof, the Company shall file a Shelf Registration with the SEC on Form S-3 (or a successor form) to the extent the Company is then eligible for its use for all of the Registrable Securities, and, if applicable, shall use its commercially reasonable efforts to cause such Shelf Registration to be declared effective under the Securities Act as promptly as practicable thereafter.

(b) *Takedown Notice*. If any Holder of Registrable Securities included on a Shelf Registration delivers a written notice to the Company specifying the kind and number of such Registrable Securities such Holder wishes to sell or distribute (the "**Takedown Notice**"), the Company shall take all actions reasonably requested by such Holder, including amending or supplementing such Shelf Registration, as may be necessary to enable such Registrable Securities to be sold or distributed in accordance with the intended method of distribution set forth in the Takedown Notice, including an Underwritten Offering, as expeditiously as practicable; *provided, however*, that (i) the Holders may not require the Company to effect a shelf takedown that is an Underwritten Offering unless the Registrable Securities to be registered exceed 20% of the total Registrable Securities as of the date of this Agreement, (ii) the Holders may not require the Company to effect more than two shelf takedowns that are Underwritten Offerings in a 12-month period, (iii) the Holders may not require the Company to effect more than three shelf takedowns (other than shelf takedowns that are Underwritten Offerings) in a 12-month period and (iv) the Holders may not require the Company to effect more than five shelf takedowns that are Underwritten Offerings.

(c) *SEC Form*. The Company shall use its commercially reasonable efforts to remain eligible to use Form S-3. All Registrations shall comply with applicable requirements of the Securities Act and, together with each Prospectus included, filed or otherwise furnished by the Company in connection therewith, shall not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(d) *Blackout*. The Company shall be entitled to postpone (upon written notice to the Investor's representative on the Company's board of directors) the filing or the effectiveness of a Registration Statement for any Registration or suspend the use of any Registration Statement in the event of a Blackout Period until the expiration of the applicable Blackout Period. In the event of a Blackout Period under clause (ii) of the definition thereof, the Company shall deliver to the Holders requesting Registration a certificate signed by either the chief executive officer or the chief financial officer of the Company certifying that the conditions described in clause (ii) of the definition of Blackout Period are met. Upon notice by the Company to the Holders of a Blackout Period, each Holder shall keep the fact of any such notice strictly confidential and, during any Blackout Period, promptly halt any offer, sale, trading or transfer by it of any Registrable Securities pursuant to the Shelf Registration for the duration of the Blackout Period set forth in such notice (or until such Blackout Period shall be earlier terminated in writing by the Company) and promptly halt any use, publication, dissemination or distribution of any Prospectus covering any Registrable Securities for the duration of the Blackout Period and, if so directed by the Company, shall deliver to the Company any copies then in its possession of any such Prospectus.

(e) *Effective Registration*. Subject to the applicability of Blackout Periods, the Company shall use its reasonable best efforts to keep the Shelf Registration for purposes of Section 2.01(a) continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by Holders until the date when all Registrable Securities thereunder have been sold. If the Company fails to maintain an effective Shelf Registration for a period of more than 5 consecutive Business Days after written notice from the Investor is received by the Company, it shall count as an Unscheduled Blackout Period for purposes of the definition hereof.

(f) *Underwritten Offering*. In the event that a Holder intends to distribute the Registrable Securities in a Registration by means of an Underwritten Offering, no Holder may include Registrable Securities in such Registration unless such Holder, subject to the limitations set forth in Section 2.06, (i) agrees to sell its Registrable Securities on the basis provided in the applicable underwriting arrangements; (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; and (iii) cooperates with the Company's reasonable requests in connection with such Registration (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Holder's failure to cooperate, will not constitute a breach by the Company of this Agreement).

(g) *Priority of Securities in an Underwritten Offering*. If the managing underwriter or underwriters of a proposed Underwritten Offering informs the Company and the Holders with Registrable Securities in the proposed Underwritten Offering in writing that, in its or their opinion, the number of securities requested to be included in such Underwritten Offering exceeds the number that can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the number of securities to be included in such Underwritten Offering shall be reduced to the extent necessary to reduce the total number of securities to be included in such offering to the number recommended by the managing underwriter or underwriters in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder, including the Holders, that have been requested to be included therein pursuant to piggyback registration rights (including Section 2.03), *pro rata* based on the number of securities owned by such selling securityholder; *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of selling securityholders, including the Holders, that originally requested the Underwritten Offering, *pro rata* based on the number of securities owned by such selling securityholder to the extent there is more than one such initiating selling securityholder; and *finally*, there shall be excluded from the Underwitten Offering any securities to be sold for the account of the Company.

Section 2.02. *Selection of Underwriter(s)*. In any Underwritten Offering pursuant to Section 2.01, Investor shall select the underwriter (s) in consultation with the Company in the selection of such underwriters by Investor; *provided*, that Investor shall be under no obligation to the Company as a result of or in connection with such consultation.

Section 2.03. *Piggyback Registrations*.

(a) *Participation*. If the Company proposes to file a Prospectus as part of any Registration Statement under the Securities Act with respect to any offering of Common Stock for its own account and/or for the account of any other Persons (other than a Registration (i) under Section 2.01 hereof, (ii) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement) or Form S-4 or similar form that relates to a transaction subject to Rule 145 under the Securities Act, (iii) pursuant to any form that does not include substantially the same information as would be required to be included in a Registration Statement covering the sale of Registrable Securities, (iv) in connection with any dividend reinvestment or similar plan, (v) for the sole purpose of offering securities to another entity or its security holders in connection with the acquisition of assets or securities of such entity or any similar transaction, or (vi) that relates to an offering of Common Stock that is not underwritten and that occurs at a time when a Shelf Registration is effective in accordance with Section 2.01(a)), then, as soon as practicable (but in no event less than 10 Business Days prior to the proposed date of printing the preliminary Prospectus), the Company shall give written notice of such proposed filing to the Investor on behalf of each Holder, and such notice shall offer such Holders the opportunity to Register under

such Registration Statement such number of Registrable Securities as each such Holder may request in writing (a "**Piggyback Registration**"). Subject to this Section 2.03(a) and Section 2.03(c), the Company shall include in such Registration Statement all such Registrable Securities that are requested to be included therein within six Business Days after the date of any such notice. If the offering pursuant to a Registration Statement pursuant to this Section 2.03(a) is to be an Underwritten Offering, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) shall, and the Company shall use commercially reasonable efforts to coordinate arrangements with the underwriters so that each such Holder may, participate in such Underwritten Offering. If the offering pursuant to such Registration Statement is to be on any other basis, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) shall, and the Company shall use commercially reasonable efforts to coordinate arrangements so that each such Holder may, participate in such offering on such basis. If the Company files a Shelf Registration for its own account and/or for the account of any other Persons, the Company agrees that it shall use its commercially reasonable efforts to include in such Registration Statement such disclosures as may be required by Rule 430B under the Securities Act in order to ensure that the Holders may be added to such Shelf Registration at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

(b) *Right to Withdraw*. Each Holder shall have the right to withdraw such Holder's request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.03 at any time prior to the execution of an underwriting agreement with respect thereto by giving written notice to the Company of such Holder's request to withdraw and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Piggyback Registration at any time prior to the printing of the preliminary Prospectus.

(c) *Priority of Piggyback Registration*. If the managing underwriter or underwriters of any proposed Underwritten Offering of a class of Registrable Securities included in a Piggyback Registration informs the Company and the Holders in writing that, in its or their opinion, the number of securities of such class which such Holder and any other Persons intend to include in such Underwritten Offering exceeds the number which can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Underwritten Offering shall be reduced to the extent necessary to reduce the total number of securities to be included in such offering to the number recommended by the managing underwriter or underwriters in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder, including the Holders, that have been requested to be included therein pursuant to piggyback registration rights (including this Section 2.03), *pro rata* based on the number of securities owned by such selling securityholder; *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of selling securityholders, including the Holders, that originally requested the Underwritten Offering, *pro rata* based on the number of securities owned by such selling securityholder to the extent there is more than one such initiating selling securityholder;

and *finally*, there shall be excluded from the Underwitten Offering any securities to be sold for the account of the Company.

Section 2.04. *Registration Procedures.*

(a) In connection with the Registration and/or sale of Registrable Securities pursuant to this Agreement, through an Underwritten Offering or otherwise, the Company shall use commercially reasonable efforts to effect or cause the Registration and the sale of such Registrable Securities in accordance with the intended methods of disposition thereof and:

(i) prepare and file the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing with the SEC a Registration Statement or Prospectus, or any amendments or supplements thereto, (A) furnish to the underwriters, if any, and to the Holders participating in such Registration, copies of all documents prepared to be filed, and (B) consider in good faith any comments of the underwriters and Holders and their respective counsel on such documents; *provided*, that any information contained therein relating to such Holders shall be subject to the review of such Holders and their respective counsel;

(ii) prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective in accordance with the terms of this Agreement and to comply with the provisions of the Securities Act with respect to the disposition of all of the Shares Registered thereon;

(iii) in the case of a Shelf Registration, prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Shares subject thereto for a period ending on the third anniversary after the effective date of such Registration Statement;

(iv) notify the participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, or when the applicable Prospectus or any amendment or supplement to such Prospectus has been filed, (B) of any written comments by the SEC or any request by the SEC or any other Governmental Authority for amendments or supplements to such Registration Statement or such Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order preventing or suspending the use of any

preliminary or final Prospectus or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, and (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(v) promptly notify each selling Holder and the managing underwriter or underwriters, if any, when the Company becomes aware of the occurrence of any event as a result of which the applicable Registration Statement or the Prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus and any preliminary Prospectus, in light of the circumstances under which they were made) not misleading or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the selling Holder and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement or Prospectus which will correct such statement or omission or effect such compliance;

(vi) use its commercially reasonable efforts to prevent or obtain the withdrawal of any stop order or other order suspending the use of any preliminary or final Prospectus;

(vii) promptly incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, and the participating Holders may reasonably request to be included therein in order to permit the intended method of distribution of the Registrable Securities; and make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) furnish to each selling Holder and each underwriter, if any, without charge, as many conformed copies as such Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(ix) deliver to each selling Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus) and any amendment or supplement thereto as such Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus or any amendment or supplement thereto

by each selling Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto) and such other documents as such selling Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter;

(x) on or prior to the date on which the applicable Registration Statement is declared effective or becomes effective, use its commercially reasonable efforts to register or qualify, and cooperate with each selling Holder, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities laws of each state and other jurisdiction of the United States as any selling Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and so as to permit the continuance of sales and dealings in such jurisdictions of the United States for so long as may be necessary to complete the distribution of the Registrable Securities covered by the Registration Statement; *provided*, that the Company will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(xi) in connection with any sale of Registrable Securities that will result in such securities no longer being Registrable Securities, cooperate with each selling Holder and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive Securities Act legends; and to register such Registrable Securities in such denominations and such names as such selling Holder or the underwriter(s), if any, may request at least two Business Days prior to such sale of Registrable Securities; *provided*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xii) cooperate and assist in any filings required to be made with the Financial Industry Regulatory Authority and each securities exchange, if any, on which any of the Company's securities are then listed or quoted and on each inter-dealer quotation system on which any of the Company's securities are then quoted, and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of each such exchange, and use its commercially reasonable efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or

sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(xiii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; *provided*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xiv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the underwriter or underwriters, an opinion and 10b-5 letter from the Company's outside counsel in customary form and content for the type of Underwritten Offering, dated the date of the closing under the underwriting agreement;

(xv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the underwriter or underwriters, a comfort letter from the Company's independent certified public accountants in customary form and content for the type of Underwritten Offering, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement;

(xvi) (i) use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC and (ii) make generally available to its security holders, as soon as reasonably practicable, but no later than 90 days after the end of the 12-month period beginning with the first day of the Company's first quarter commencing after the effective date of the applicable Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder and covering the period of at least 12 months, but not more than 18 months, beginning with the first month after the effective date of the Registration Statement; *provided*, that this subclause (ii) shall be deemed to be satisfied if the Company timely files Forms 10-Q and 10-K under the Exchange Act;

(xvii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xviii) cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company's securities are then listed or quoted and on each inter-dealer quotation system on which any of the Company's securities are then quoted;

(xix) cooperate and assist in customary due diligence undertakings, including by the underwriter or underwriters, if any, and outside counsel for the

underwriter or underwriters and for the selling Holders in establishing a "due diligence" defense under Section 11 of the Securities Act in connection with any sale of Registrable Securities, and to cause the executive officers of the Company to participate in any customary telephonic due diligence sessions that the underwriter or underwriters may reasonably request;

(xx) to cause the executive officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter or underwriters in any Underwritten Offering and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto (*provided*, that such participation or cooperation does not unreasonably interfere with the operation of the business of the Company); and

(xxi) take all other customary steps reasonably necessary to effect the Registration, offering and sale of the Registrable Securities.

(b) As a condition precedent to any Registration hereunder, the Company may require each Holder as to which any Registration is being effected to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder, its ownership of Registrable Securities and other matters as the Company may from time to time reasonably request in writing. Each such Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Investor agrees, and any other Holder agrees by acquisition of such Registrable Securities, that, upon receipt of any written notice from the Company of the occurrence of any event of the kind described in Section 2.04(a)(v), such Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.04(a)(v), or until such Holder is advised in writing by the Company that the use of the Prospectus may be resumed, and if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice.

Section 2.05. *Holdback Agreements*. Each of the Company and the Holders agrees, upon notice from the managing underwriter or underwriters in connection with any Registration for an Underwritten Offering of the Company's securities (other than pursuant to a registration statement on Form S-4 or any similar or successor form or pursuant to a registration solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), not to effect (other than pursuant to such Registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or

otherwise dispose of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the managing underwriters during such period as reasonably requested by the managing underwriters (but in no event longer than the seven days before and the 30 days after the pricing of such Underwritten Offering); *provided*, that such restrictions shall not apply in any circumstance to (i) Registrable Securities acquired by a Holder in the public market subsequent to April 11, 2016, and (ii) Registrable Securities with regard to which such Holder has beneficial ownership pursuant to an investment advisory arrangement under which such Holder provides investment advisory services to a non-related third party in connection with such Registrable Securities and does not derive a benefit from such Registrable Securities other than customary advisory or similar fees. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section 2.05 shall be required of Holders unless each of the Company's directors and executive officers agrees to be bound by a substantially identical holdback agreement for at least the same period of time.

Section 2.06. *Underwriting Agreement in Underwritten Offerings*. If requested by the managing underwriters for any Underwritten Offering, the Company and the participating Holders shall enter into an underwriting agreement in customary form with such underwriters for such offering; *provided, however*, that no Holder shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (i) such Holder's ownership of Registrable Securities to be transferred free and clear of all liens, claims and encumbrances created by such Holder, (ii) such Holder's power and authority to effect such transfer, (iii) such matters pertaining to such Holder's compliance with securities laws as reasonably may be requested and (iv) such Holder's intended method of distribution) or to undertake any indemnification obligations to the Company with respect thereto, except as otherwise provided in Section 2.08 hereof.

Section 2.07. *Registration Expenses Paid By Company*. In the case of any Registration of Registrable Securities required pursuant to this Agreement (including any Registration that is delayed or withdrawn) or proposed Underwritten Offering pursuant to this Agreement, the Company shall pay all Registration Expenses regardless of whether the Registration Statement becomes effective or the Underwritten Offering is completed; *provided, however*, that in the case of any proposed shelf takedown pursuant to this Agreement that is an Underwritten Offering or an At-the-Market Offering , the Investor shall pay all out-of-pocket Registration Expenses (other than Registration Expenses to the extent such Registration Expenses would have been incurred by the Company if the shelf takedown were not an Underwritten Offering or At-the-Market Offering) and promptly reimburse such expenses to the Company upon request regardless of whether such Underwritten Offering or At-the-Market Offering is completed. The Company shall have no obligation to pay any Selling Expenses.

Section 2.08. *Indemnification.*

(a) *Indemnification by the Company*. The Company agrees to indemnify and hold harmless, to the full extent permitted by law, each Holder and such Holder's officers, directors, employees, advisors, Affiliates and agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Holder from and against any and all losses, claims, damages, liabilities (or actions in respect thereof) and expenses, joint or several (including reasonable costs of investigation and legal expenses) (each, a "**Loss**" and collectively "**Losses**") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus (as defined in Rule 405 under the Securities Act) that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; *provided, however*, that the Company shall not be liable to any particular indemnified party in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein) or any such statement made in any free writing prospectus in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder.

(b) *Indemnification by the Selling Holder*. Each selling Holder agrees (severally and not jointly) to indemnify and hold harmless, to the full extent permitted by law, the Company and the Company's directors, officers, employees, advisors, Affiliates and agents and each Person who controls the Company (within the meaning of the Securities Act and the Exchange Act) from and against any Losses arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading to the extent, but, in each case (i) or (ii), only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission is

made in reliance upon and in conformity with any written information furnished by such selling Holder to the Company expressly for inclusion in such Registration Statement, Prospectus, preliminary Prospectus or free writing prospectus. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder under the sale of the Registrable Securities giving rise to such indemnification obligation. This indemnity shall be in addition to any liability the selling Holder may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party.

(c) *Conduct of Indemnification Proceedings*. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided*, that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder to the extent that it is materially prejudiced by reason of such delay or failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided, however*, that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim within 15 Business Days after receipt of notice of such claim from the Person entitled to indemnification hereunder or fails to employ counsel reasonably satisfactory to such Person within 15 Business Days after receipt of notice of such claim or to pursue the defense of such claim in a reasonably vigorous manner, (c) the named parties to any proceeding include both such indemnified and the indemnifying party and the indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, or (d) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent, but such consent may not be unreasonably withheld, conditioned or delayed. If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action or enter into any judgment without the consent of the indemnified party, which consent may not be unreasonably withheld, conditioned or delayed, unless such settlement or judgment (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation, (ii) does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any indemnified party and (iii) does not provide for any action on the part of any party other than the payment of money damages which is to be paid in full by the indemnifying party. It is understood that the indemnifying party or parties shall not, in

connection with any proceeding or related proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm (in addition to one local counsel) at any one time from all such indemnified party or parties unless (x) the employment of more than one counsel has been authorized in writing by the indemnifying party or parties, (y) an indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it that are different from or in addition to those available to the other indemnified parties or (z) a conflict or potential conflict exists or in the reasonable judgment of such Person may exist (based on advice of counsel to an indemnified party) between such indemnified party or parties and the other indemnified parties, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel.

(d) *Contribution*. If for any reason the indemnification provided for in Section 2.08(a) or Section 2.08(b) is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by Section 2.08(a) or Section 2.08(b), then the indemnifying party shall, in lieu of indemnifying such indemnified party thereunder, contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding anything in this Section 2.08(d) to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this Section 2.08(d) to contribute any amount in excess of the dollar amount by which the net proceeds received by such indemnifying party from the sale of Registrable Securities in the offering to which the Losses of the indemnified parties relate (before deducting expenses, if any) exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.08(d) were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.08(d). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party hereunder shall be deemed to include, for purposes of this Section 2.08(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating, preparing to defend or defending against or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding. If indemnification is available under this 0, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.08(a) and Section 2.08(b) hereof without regard to the relative fault of said indemnifying parties or indemnified party.

Section 2.09. *Reporting Requirements; Rule 144*. The Company shall use its commercially reasonable efforts to be and remain in compliance with the periodic filing requirements imposed under the SEC's rules and regulations, including the Exchange Act, and thereafter shall timely file such information, documents and reports as the SEC may require or prescribe under Section 13 or 15(d) (whichever is applicable) of the Exchange Act. If the Company is not required to file such reports during such period, it will, upon the request of any Holder, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rule 144 or Regulation S under the Securities Act, and it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (b) any rule or regulation hereafter adopted by the SEC.

ARTICLE 3
MISCELLANEOUS

Section 3.01. *Term*. This Agreement shall terminate upon such time as there are no Registrable Securities, except for the provisions of Section 2.07 and 0 and all of this Article 3, which shall survive any such termination.

Section 3.02. *Notices*. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Investor, to:

Shanda Asset Management Investment Limited
c/o Shanda Group Pte. Ltd.
8 Stevens Road, Singapore 257819
Attention: General Counsel

with a copy to:

Davis Polk & Wardwell
Hong Kong Club Building
3A Chater Road
Hong Kong
Attention: Miranda So
Fax: 852-2533-1773

If to the Company to:

Legg Mason, Inc.
100 International Drive
Baltimore, Maryland 21202
Facsimile: (410) 454-2310

Attention: Corporate Secretary with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: (212) 403-2000
Attention: Gordon S. Moodie

Any party may, by notice to the other party, change the address to which such notices are to be given.

Section 3.03. Successors, Assigns and Transferees. Any and all rights, duties and obligations hereunder shall not be assigned, transferred, delegated or sublicensed by any party hereto without the prior written consent of the other party. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 3.03 shall be void.

Section 3.04. *GOVERNING LAW; NO JURY TRIAL.*

(a) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE.

(b) With respect to any Action relating to or arising out of this Agreement, each party to this Agreement irrevocably (i) consents and submits to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City; (ii) waives any objection which such party may have at any time to the laying of venue of any Action brought in any such court,

waives and agrees not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts; and (iii) consents to the service of process at the address set forth for notices in Section 3.02 herein; *provided, however*, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law.

Section 3.05. *Specific Performance*. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

Section 3.06. *Headings*. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 3.07. *Severability*. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 3.08. *Amendment; Waiver.*

(a) This Agreement may not be amended or modified and waivers and consents to departures from the provisions hereof may not be given, except by an instrument or instruments in writing making specific reference to this Agreement and signed by the Company and Investor.

(b) Waiver by any party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of the other party.

Section 3.09. *Further Assurances*. Each of the parties hereto shall execute and deliver all additional documents, agreements and instruments and shall do any and all acts and things reasonably requested by the other party hereto in connection with the performance of its obligations undertaken in this Agreement.

Section 3.10. *Counterparts*. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Execution of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

[*The remainder of page intentionally left blank. Signature page follows.*]

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

LEGG MASON, INC.

By: /s/ Thomas C. Merchant
Name: Thomas C. Merchant
Title: Executive Vice President and General Counsel

SHANDA ASSET MANAGEMENT INVESTMENT LIMITED

By: /s/ Tianqiao Chen
Name: Tianqiao Chen
Title: Director

[*Signature Page to Registration Rights Agreement]*

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