

interest in the Company under this Agreement, such Non-Managing Member shall be deemed to have agreed to be bound by all of the provisions of this Agreement and the Covenants Agreement.

c. Each Executive shall be permitted to designate a Family LLC to become a Member in place of such Executive. All references herein to a Member, Non-Managing Member or Departed Non-Managing Member that is a Family LLC shall be deemed to be a reference to and/or include the Executive that designated such Family LLC to become a Member in his place, and the Family LLC shall be considered the alter ego of the Executive for all purposes herein. For example, if an Executive commits an act that would result in a forfeiture of all of his interest herein, his Family LLC shall forfeit such interest. Similarly, execution of any amendment to this Agreement and any related documents by an Executive shall also bind his Family LLC. Each Executive that designates a Family LLC to become a Member acknowledges and agrees that, by executing this Agreement on behalf of his Family LLC, such Executive is agreeing to the terms hereof.

2. Definitions. For purposes of this Agreement, the following terms shall have the respective meanings indicated below:

a. "2009 Shortfall" shall mean the amount of \$93,027,472, which represents the amount of certain deferred bonuses payable to certain Executives and certain other employees of the Firm with respect to fiscal year 2009.

b. "A&R Agreement" shall have the meaning set forth in the Preamble.