

bonuses, "sign-on" payments, other lump sum amounts which are payable pursuant to contracts or arrangements entered into after the date of the Original Agreement to the extent determined by the Managing Member (after consultation with the Compensation Committee) to be paid from Excess Management Fees and increased by any amounts released from the Reserve during such year.

ii. "Excess Overhead Expense" shall mean the excess, if any, of all Overhead Expenses of the Firm for a fiscal year over aggregate management fees received by the Firm for such fiscal year.

jj. "Executive Committee" shall mean the executive committee of the Firm established in accordance with Section 8.

kk. "Executives" shall mean the senior executives of the Firm identified in Schedule A.

ll. "Existing Funds" shall mean those Funds listed as such on Schedule B.

mm. "Excluded Interests" shall have the meaning set forth in Section 3.

nn. "Family LLC" with respect to an Executive shall mean a limited liability company all of the equity interests of which are owned by or held for the benefit of (a) such Executive, any ancestor, spouse, sibling or lineal descendant of such Executive and any spouse of any such lineal descendant; or (b) any one or more trusts for the primary benefit of such Executive and any ancestor, spouse, sibling or lineal descendant of such Executive and any spouse of any such lineal descendant; provided, that each such limited liability company shall be formed in a manner reasonably acceptable to the Managing Member and the individual that has