

to the Company's capital account in such Fund Manager and the right to Equity Payments, if any, attributable to the Non-Managing Members relating to that Fund Manager.

kkkk. "Tax Distributions" shall mean distributions paid to the Fund Managers as tax distributions from the applicable Funds.

llll. "Third Party" shall have the meaning set forth in Section 13 hereof.

mmmm. "Vested Capital Account Balance" shall have the meaning set forth in Section 11a.

3. Purpose. The Company has been organized exclusively to (a) acquire and own (i) the Special Membership Interests in (1) the companies listed on Schedule B hereto (the "Fund Managers") which act as the general partner of the Funds (including certain Coinvestment Vehicles) and managed accounts listed on Schedule B hereto (collectively, the "Funds") and (2) such new Fund Managers that may be established in connection with Funds or New Funds established after the date hereof (including a new series of an existing Fund), (ii) the right to receive Equity Payments, and (iii) the right to receive payments on account of Richter Points and other amounts distributable under this Agreement, which have been contributed to the Company by the Members as set forth herein and in such Members' Revised Supplements and (b) conduct such other activities as may be necessary or incidental to the foregoing purposes. Schedule A and Schedule B hereto shall be updated from time to time to reflect changes in the Executives, Funds, Fund Managers, New Funds and new Fund Managers. Notwithstanding anything to the contrary in this Agreement, the Company shall have no interest in (i) the capital contributions made to any Fund by Feinberg or Richter, any allocations or distributions made with respect to such capital contributions and any related limited partnership interests in the Funds owned or acquired by Feinberg or Richter, (ii) the capital account relating to the general partnership