

Points, the Desk Bonus Pools, Desk Allocation Amounts and equity value as of the departure date of an Executive, made hereunder which are made in reasonable good faith in accordance with the terms hereof shall be final, binding and conclusive upon the Company and the Non-Managing Members; (ii) the computation of allocations and distributions to be made by the Fund Managers to the Company, the computation of the amounts allocable and distributable to a Non-Managing Member by the Company and the determination of the content of any Revised Supplement shall be made by the Managing Member in good faith after consultation with counsel to the Fund Managers and/or the accountants for the Fund Managers and that all such computations shall be final, binding and conclusive upon the Company and the Non-Managing Members absent manifest error or fraud, (iii) such computations and the underlying information on which they are calculated are confidential and the Non-Managing Members shall have the right only to review such information as may be reasonably determined by the Managing Member, (iv) except as set forth in the preceding clause (iii) and in Section 7a, the provisions of Section 18-305 of the Delaware Act relating to the types of information and records that Members have a right to obtain are hereby waived in their entirety, (v) such Non-Managing Member shall have executed the Covenants Agreement and (vi) such Non-Managing Member's participation herein shall be modified by all matters contained in such Non-Managing Member's Revised Supplement.

i. Borrowings and Loans to Members. The Managing Member may cause the Company to (a) borrow funds (and pay fees, interest and principal in connection therewith) from one or more lenders; (b) enter into the Citi Loan, borrow funds (and pay fees, principal and interest in connection therewith) from one or more lenders in connection with the Citi Loan and (c) make loans, including the Loans, to Non-Managing Members (including, in the