

enforcement of this Agreement, other than the Feinberg-Richter Agreement dated as of January 1, 2007, which is expected to be amended in connection with the execution of this Agreement.

8. Dissolution. The Company shall be dissolved upon the earlier to occur of (a) a determination by the Managing Member and Non-Managing Members holding at least 30% of the General Points to dissolve the Company; provided that such a dissolution shall require at least 12 months advance notice to the Non-Managing Members; (b) a determination by the Managing Member to dissolve the Company; provided that such a dissolution shall require at least 24 months advance notice to the Non-Managing Members (a "Dissolution Notice") and (c) the dissolution of all of the Funds. In the event of the death or adjudication of incompetency of Feinberg, his successors or his estate shall succeed to his economic interest in the Company, and an Executive Committee of the Firm shall be established, the members of which (and the operating procedures pursuant to which it (and any other committees designated therein) shall manage the Firm (the "Operating Guidelines")) shall be determined by Feinberg, and if not so designated by Feinberg, by the executors of Feinberg's estate. After the death or adjudication of incompetency of Feinberg, the Executive Committee shall be delegated all authority otherwise provided herein to Feinberg, the Chief Executive Officer and the Managing Member, and the Executive Committee shall operate in accordance with the Operating Guidelines. The Executive Committee shall have at least three members, at least one of which shall be a non-Executive designee designated by the executors of Feinberg's estate (if not previously designated by Feinberg) until such time as the sum of the capital account balances of the Excluded Interests and the amounts of all Retained Deferred Fee Accounts (including the remaining amounts of the Pre-2010 Capital Account Balance and the 2009 Shortfall Amount) is less than \$200 million. In connection with a dissolution of the Company: (i) distributions shall be made to all Members at