

the times and in the amounts otherwise payable in accordance with Section 11 with respect to Richter Points and all Profit Share allocable through the period ending on the date of dissolution of the Company, subject in all events to the provisions of Section 12; provided that the aggregate amount payable with respect to Profit Share shall not exceed the aggregate net positive Capital Account balance of the Non-Managing Members in the Company on the date of such dissolution (determined without regard to the Richter Point sub-accounts); (ii) the Managing Member shall provide those Non-Managing Members who had vested rights to Equity Payments prior to such Dissolution Notice with a continuing right to the same share of such proceeds of Liquidity Events consistent with Section 14 herein in a form or structure to be established by the Managing Member at that time; (iii) the Special Membership Interests shall revert back to the Managing Member after all amounts have been repaid under the Citi Loan; and (iv) the obligation to cause payments to be made pursuant to Section 15 shall be eliminated.

9. Special Membership Interest. The Managing Member has caused the Company to be granted a Special Membership Interest in the Fund Managers, which is an interest that is generally entitled to 72.5% of the Fund Incentive P&L earned by the Fund Managers and 100% of the Fund Incentive Performance attributable to the Company's capital accounts in the Fund Managers (subject to the limitations set forth herein).

10. Capital Accounts and Operation Thereof.

a. Capital Accounts. There shall be established for each Member on the books of the Company a capital account ("Capital Account"), which for a Non-Managing Member shall be divided into sub-accounts to reflect the Member's interest in (i) the Profit Share, (ii) Richter Points and (iii) Holdbacks. Each Non-Managing Member's Capital Account initially had a balance equal to zero and has been adjusted (X) to reflect such Member's existing capital