

Feinberg shall have the right to make loans (the "Deficit Loans") to the Firm to fund Overhead Expenses, which deficit loans shall bear interest at a rate determined by the Managing Member. The Deficit Loans shall be repayable prior to any distributions being made to Executives under this Agreement. Executives shall have the right to participate in the Deficit Loans pro rata based on their General Points on a pari passu basis with Feinberg. In the event that amounts otherwise distributable to Feinberg as equity holder of a Fund Manager are used to pay fees, principal and interest in connection with a loan (including the Citi Loan), such amount shall be deemed to have been loaned to the Company or other Cerberus Executive Entity from Feinberg and shall be repayable prior to any distributions being made to Executives under this Agreement with interest at a rate equal to the Quarterly Mid-Term Applicable Federal Rate.

h. Citi Loan.

(1) The Non-Managing Members acknowledge that (i) the Company is entering into the Citi Loan to make Loans to certain Non-Managing Members; (ii) the Company will pay fees, principal and interest in connection with the Citi Loan from time to time (such fees, principal and interest paid or payable in connection with the Citi Loan being the "Citi Loan Amount"); and (iii) the aggregate amount of the Note Obligations under the Loans to the Non-Managing Members will be based on the Citi Loan Amount. Whenever any portion of the Citi Loan Amount is paid by the Company, the amount paid will be deemed distributed to the Non-Managing Members and will reduce the Note Obligations of the Non-Managing Members as follows. Subject to the following sentence, whenever any portion of the Citi Loan Amount is paid by the Company, the amount paid shall be deemed distributed to Non-Managing Members that received a Loan and shall reduce their respective Note Obligations pro rata based on each such Non-Managing Member's Applicable Share of the Citi Loan Amount so paid. In the event