

(1) a Non-Managing Member's Applicable Share of the Citi Loan Amount so paid exceeds (2) the aggregate amount that would have been distributed to such Non-Managing Member if the Citi Loan Amount so paid (and any additional Profit Share distributions to that Non-Managing Member at that time) had been distributed to the Non-Managing Members in accordance with Section 11a (the excess of (1) over (2) being the "Excess Amount"), the other Non-Managing Members that received a Loan shall be deemed to have advanced the Excess Amount to such Non-Managing Member pro rata to their Vested Capital Account Balances. The next distributions otherwise payable to the Non-Managing Member with the Excess Amount (to the extent such distributions are not used to pay such Non-Managing Member's Applicable Share of additional Citi Loan Amounts) shall be instead distributed to the Non-Managing Members that advanced the Excess Amount pro rata based on the amounts advanced.

(2) So long as the Note Obligations of any Non-Managing Member remain outstanding, amounts otherwise payable to such Non-Managing Member under Sections 11a, 11b, 11c, 11d, 11e, 11i, and, during a Note Default Event under the applicable Note, Section 11f, will be used by the Company to repay Citi Loan Amounts when due and payable and will be applied to the Non-Managing Members' Note Obligations in accordance with Section 11h(1). In addition, so long as the Note Obligations of any Non-Managing Member remain outstanding, distributions otherwise payable to such Non-Managing Member (a) shall be used to make mandatory payments or pre-payments required under the Citi Loan and (b) may, as determined by the Managing Member in his sole discretion, be used to prepay any Citi Loan Amounts at any time and from time to time and applied to the Non-Managing Members' Note Obligations in accordance with Section 11h(1).