

c. Resignation. In connection with a Departed Non-Managing Member's Resignation, if that Departed Non-Managing Member (i) does not work for any similar business for 24 months after Resignation and assists the Firm during that period in managing Investments with which such Departed Non-Managing Member was previously involved, to the extent required by the Firm, and (ii) complies with the Covenants Agreement, then at the end of such two-year period such Departed Non-Managing Member shall vest with respect to all allocations to such Non-Managing Member's Capital Account made prior to the two full calendar years before the date of Resignation, as reduced for subsequent aggregate net losses allocated to such Executive's Capital Account (e.g., if an Executive resigns on July 1, 2016, subject to satisfaction of the Covenants Agreement and Clause c(i) of this paragraph, all allocations made prior to January 1, 2014 shall vest on July 1, 2018 and aggregate net profit allocations for the fiscal years 2014 and 2015 and any amounts for the calendar year 2016 shall be forfeited). All allocations of profits to that Departed Non-Managing Member's Capital Account made during the two-year period prior to the date of Resignation shall be forfeited unless the Managing Member determines in his sole discretion that all or a portion of such allocations to the Departed Non-Managing Member should not be forfeited; provided that, if a Non-Managing Member resigns within 30 days of receipt of a Dissolution Notice under Section 8b, and such resignation is attributable to the Managing Member's determination to dissolve the Company, such Departed Non-Managing Member shall, upon satisfaction of the Covenants Agreement, vest with respect to all allocations to such Non-Managing Member's Capital Account. Notwithstanding anything the contrary in this Agreement, failure to comply with the Covenants Agreement shall result in a Departed Non-Managing Member's entire Capital Account being forfeited.