

d. Retirement. A Departed Non-Managing Member that enters Retirement shall vest with respect to all allocations to such Non-Managing Member's Capital Account so long as such Departed Non-Managing Member complies with the Covenants Agreement. Failure to comply with the Covenants Agreement shall result in such Departed Non-Managing Member's Capital Account being forfeited.

e. Reallocation of Forfeited Capital Accounts. Forfeited Capital Accounts shall be reallocated, at the Managing Member's discretion, (i) to Feinberg to the extent that he has not received all of the 2009 Shortfall, (ii) with respect to the portion of a forfeited Capital Account attributable to allocations from the General Pool, to the Non-Managing Members pro rata in accordance with their General Points at the time of the forfeiture, (iii) with respect to the portion of a forfeited Capital Account attributable to allocations from a Desk Pool, to the Members of the Desk from which the allocations were made at the time of the forfeiture, or (iv) held in reserve by the Managing Member for a reasonable period of time for future reallocation in connection with the admission of new Members or other events, in which case the reallocated Capital Account shall vest only as amounts are payable with respect to such reallocated Capital Account, except as the Managing Member may otherwise determine.

f. Richter Points. Notwithstanding anything to the contrary herein, a Non-Managing Member shall vest with respect to all amounts allocated to such Member's sub-account established for Richter Points on death, Permanent Disability, termination by the Firm without Cause or on December 31, 2013. If a Non-Managing Member resigns or is terminated for Cause prior to such date, all amounts allocated to such Member's sub-account established for Richter Points shall be forfeited and reallocated as Feinberg shall determine, either pursuant to Section 12e(ii) to other Non-Managing Members or to Feinberg.