

Non-Managing Member's right to Equity Payments that are unvested upon such Non-Managing Member's termination shall be forfeited and may be reallocated by the Managing Member in his sole discretion unless the Managing Member in his sole discretion otherwise agrees that the Departed Non-Managing Member is entitled to all or a portion of such Equity Payments.

Notwithstanding anything to the contrary herein, each Non-Managing Member's right to receive Equity Payments herein is expressly conditioned on such Non-Managing Member cooperating with the Managing Member in connection such Liquidity Event (including by executing any merger, asset purchase, security purchase, recapitalization or other sale agreement approved by the Managing Member in connection with such Liquidity Event) and entering into such non-compete, employment and other agreements requested in connection with such Liquidity Event. Failure to enter into such agreements by a Non-Managing Member shall result in the forfeiture of such Non-Managing Member's vested rights to all Equity Payments.

c. After the departure of an Executive, a value for the equity interests in the Firm as of the departure date shall be determined in good faith by the Compensation Committee, subject to Feinberg's approval. The Departed Non-Managing Member's (or such Departed Non-Managing Member's successor's) share of any Equity Payment shall be equal to such Departed Non-Managing Member's vested Equity Percentage (after adjustment for subsequent dilution from admission of new Executives) multiplied by the lesser of (i) the equity value as of the Executive's departure date determined by the Compensation Committee and (ii) the equity value determined in connection with a Liquidity Event. The Company shall have the right to purchase any Departed Non-Managing Member's right to Equity Payments for an amount equal to such Departed Non-Managing Member's Equity Percentage of the equity value as of the Executive's departure date determined by the Compensation Committee.