

Notwithstanding anything to the contrary herein, if on the date Equity Payments are to be distributed to a Non-Managing Member hereunder that Non-Managing Member has a negative Capital Account balance, then the Managing Member may reallocate to the Company and the Managing Member, as appropriate, such Equity Payments to the extent of such negative balance.

15. Excess Management Fees.

a. Commencing July 1, 2011, the Managing Member agrees that he shall cause CCM and affiliated management companies to pay salaries and bonuses to Executives of the Firm (including himself) each year in an aggregate amount equal to the Excess Management Fees for such year. Mr. Feinberg, directly or indirectly, shall be paid a total amount for each year in an amount equal to the highest total salary and bonus paid to any other Executive of the Firm for such year, and the right to receive such compensation shall continue after the death or adjudication of incompetency of Mr. Feinberg, in which case, his successors or his estate shall succeed to his right to such compensation.

b. Solely for the purpose of determining Excess Management Fees, management fee income shall be determined generally by including all management fees received in a year (including incentive fees and incentive allocations actually received in cash from Coinvestment Vehicles to the extent set forth in Section 2hh) and all management fees accrued with respect to that year and items of expense shall be determined using the accrual method all as determined by the applicable fund managers, provided, that deferred compensation shall be treated as an expense for the year with respect to which payment occurs (e.g., a bonus earned by an employee for 2011 that is payable on March 15, 2014 shall be an expense in 2013); provided, further, that deferred bonuses earned with respect to 2009 and earlier years (which are set forth in the deferred compensation schedule maintained for this purpose by the Firm and