

a. Any action that may be taken (and, to the extent possible, any action actually taken) by the Company or any Member shall not be taken (or shall be void and without effect), if such action violates the requirements of Section 409A;

b. Any provision in this Agreement that is determined to violate the requirements of Section 409A shall be void and without effect;

c. Any provision that is required by Section 409A to appear in this Agreement that is not expressly set forth shall be deemed to be set forth herein, and this Agreement shall be administered in all respects as if such provision were expressly set forth; and

d. Notwithstanding anything to the contrary in this Agreement, the Managing Member is authorized to make any changes to the terms or operation of this Agreement, including the timing of the payment and/or vesting of all or a portion of the amounts payable hereunder, that the Company determines (based on advice of counsel) to be reasonably necessary in connection with Section 409A.

e. Notwithstanding any other provision herein, each Member hereby authorizes the Company to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Company with respect to distributions to such Member if, and to the extent, that the Company shall be required to withhold and pay any such taxes. Any such amounts withheld and paid shall be treated as cash distributed to such Member. Each Member shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Person who is, or who is deemed to be, the responsible withholding agent (the "Agent") for federal, state, local and foreign tax purposes against all claims, liabilities and expenses of whatever nature relating to the Agent's obligation to withhold and to pay over, or otherwise pay, any withholding or other taxes on any distributions to such Member, payable by the Company. Any withholdings referred