

to in this Section 16 shall be made at the maximum applicable statutory rate under the applicable tax law unless the Managing Member shall have received advice of counsel or other evidence satisfactory to the Managing Member, to the effect that a lower rate is applicable, or that no withholding is applicable.

17. Restrictions on Transfer. No Non-Managing Member shall have the right to sell, assign, pledge (except pursuant to a Note), transfer or otherwise dispose of all or any part of such Non-Managing Member's interest in the Company to any Person without the prior written consent of the Managing Member; provided that a Non-Managing Member shall be permitted to transfer all of such Non-Managing Member's interest in the Company to his or its Permitted Transferees (provided that either all Note Obligations of such Non-Managing Member have been repaid in full or the transferees of such Non-Managing Member's interest in the Company have been approved by the Company and have assumed and are liable for the repayment of such Note Obligations, and such Non-Managing Member's interest in the Company continues to secure such Note Obligations with the same priority as immediately prior to such transfer).

18. Liability of the Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent expressly provided in the Delaware Act. Notwithstanding the foregoing, if a Fund Manager is, or reasonably believes it may be, required to return any amounts to a Fund pursuant to a clawback obligation in accordance with and pursuant to the applicable Fund documents, the Managing Member may set-off each Non-Managing Member's and former Member's share, as the Managing Member shall reasonably determine taking into account all amounts distributable under this Agreement, of any such clawback obligation (to the extent such amounts are not paid for out of management fees or other revenues of the Firm and included as an Overhead Expense) against amounts distributable to