

such Member or former Member hereunder, establish a reserve for such potential obligation or may require such Member or former Member to contribute such Member's or former Member's share of such clawback obligation to the extent insufficient amounts are available from such offset and reserve.

19. Company Foreclosure Rights. Each Non-Managing Member agrees that if a Note Default Event has occurred and is continuing under such Non-Managing Member's Note, the Company, at the direction of the Managing Member, may setoff against and apply any or all allocations, distributions or payments otherwise payable to such Non-Managing Member to repay the Note Obligations under such Note, in such order as the Managing Member may determine. In addition, if a Note Default Event has occurred and is continuing under any Non-Managing Member's Note, the Company, at the direction of the Managing Member, may foreclose upon, acquire, sell, assign, transfer, dispose of or reallocate any or all of the Note Collateral pledged by such Non-Managing Member, and apply the proceeds thereof to repay the Note Obligations under such Note or hold such proceeds as collateral for such Note Obligations, subject only to such notice required under applicable law or set forth in the Note.

20. Article 8 Opt-In Provision. Notwithstanding anything in this Agreement to the contrary: (a) the interests of each Non-Managing Member shall be evidenced by a certificate or certificates, the form of which is attached to this Agreement as Appendix I (the "Interest Certificates"); (b) the interests of each Non-Managing Member in the Company shall be deemed to be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware and Article 8 of the Uniform Commercial Code of any other jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on