

21. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of any Member (other than the Company as creditor of each Non-Managing Member executing a Note).

22. Headings. The titles of Sections of this Agreement are for convenience of reference only and shall not define or limit any of the provisions of this Agreement.

23. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be considered an original, and all of which shall together constitute but one and the same instrument. Each party understands and agrees that any portable document format (PDF) file, facsimile or other reproduction of such party's signature on any counterpart shall be equal to and enforceable as such party's original signature and that any such reproduction shall be a counterpart hereof that is fully enforceable in any court of competent jurisdiction.

24. Governing Law; Consent to Jurisdiction. The parties hereto acknowledge that this Agreement was negotiated in New York and that since all decisions concerning the matters governed by this Agreement are made by the Firm in New York and the Executives provide substantial services to the Firm in New York, this Agreement will be primarily performed in New York. Accordingly, the Covenants Agreement and the provisions of this Agreement related to the Covenants Agreement and breaches thereof (including Sections 12 and 14) shall be construed and enforced in accordance with the internal laws of the State of New York and any and all actions or controversies arising out of those provisions, including, without limitation, tort claims, shall be construed and enforced in accordance with the internal laws of the State of New York, without regard to the conflict of law principles thereof other than Section 5-1401 of the New York General Obligations Law. With respect to any such actions or controversies, the