

parties hereto hereby (a) irrevocably consent and submit to the sole exclusive jurisdiction of the United States District Court for the Southern District of New York located in Manhattan, or the Courts of the State of New York located in Manhattan, (b) irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to the laying of the venue of any such actions or controversies in any such courts or that any such actions or controversies which is brought in any such courts has been brought in an inconvenient forum, and (c) IRREVOCABLY WAIVE ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY SUCH ACTIONS OR CONTROVERSIES AND REPRESENTS THAT SUCH PARTY HAS CONSULTED WITH COUNSEL SPECIFICALLY WITH RESPECT TO THIS WAIVER.

25. Amendments. Except as set forth herein, this Agreement may be amended only by written instrument executed by the Managing Member; provided that if such amendment would have a material adverse effect on the Non-Managing Members as a whole, such amendment shall require the consent of the Managing Member and Non-Managing Members holding at least 30% of the General Points at the time of the proposed amendment; provided, further, that no consent of the Non-Managing Members shall be required for the Managing Member to change a Non-Managing Member's interest herein (including General Points, Desk Points, a Non-Managing Member's share of the Desk Bonus Pools or Equity Percentage), to take any other action expressly provided for under this Agreement or to make any other amendment to this Agreement to the extent expressly permitted in this Agreement, including, without limitation, pursuant to Section 16 hereof, and in connection with transforming (whether by conversion, merger or similar transaction) the Company from a Delaware limited liability company to a New York limited liability company or to a limited partnership. Notwithstanding the foregoing, the Managing Member shall have the right, on the advice of counsel, to amend the