yyy. "Pre-2010 Capital Account Balance" shall mean Feinberg's aggregate December 31, 2009 capital account balance in the Fund Managers (other than the Excluded Interests) equal to $233,257,616. Feinberg shall be entitled to priority distributions from the Fund Managers in respect of such amount in accordance with Section 11e.

zzz. "Prior Overhead Shortfall" shall mean the $21 million cash deficit in net assets of CCM as of January 1, 2010 and the affiliated management companies which shall be amortized as an Overhead Expense ratably over 5 years beginning on the date of the Original Agreement with the related management fees remaining in the working capital of CCM and the affiliated management companies and utilized for the ordinary business needs of the Firm.

aaaa. "Profit Share" shall mean, with respect to any fiscal year, an amount equal to the sum of 72.5% of the Fund Incentive P&L (but including only 80% of the Fund Incentive P&L from Coinvestment Vehicles) and 100% of the Fund Incentive Performance for such fiscal year (commencing with fiscal year 2010), less Excess Overhead Expense and Company expenses, provided that Profit Share for a year may be increased or decreased for a year pursuant to Section 10b(4) to reflect Catch Up Allocations.[1]

bbbb. "Reserve" shall mean the amount of management fees to be held in a reserve for the payment of anticipated overhead and similar expenses in excess of anticipated management fees for the upcoming year or to utilize for other purposes, including future salary or bonus payments to Executives of the Firm, as determined in the reasonable discretion of the Managing Member after consultation with the Management Committee.

cccc. "Resignation" shall occur if an Executive voluntarily ceases to provide services to the Firm, other than in connection with a Retirement.

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[1] If the Profit Share is equal to $20 of losses and Excess Overhead Expense is equal to $5, the Profit Share shall be $25 of losses.