Fill in this information to identify the case:

Debtor 1 Weiss Multi-Strategy Funds LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of New York

Case number Case No. 24-11075

FILED

AUG 23 2024

By Omni Agent Solutions, Claims Agent
For U.S. Bankruptcy Court
Southern District of New York

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Leucadia Asset Management Holdings LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Herbert Smith Freehills New York LLP Name	Leucadia Asset Management Holdings LLC Name
200 Park Avenue Number Street	520 Madison Ave Number Street
New York NY 10166 City State ZIP Code	New York NY 10022 City State ZIP Code
Contact phone 917 542 7810	Contact phone 212 778 8340
Contact email scott.balber@hsf.com	Contact email ndaraviras@jefferies.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 102,421,766.00 **Does this amount include interest or other charges?**
   - ☐ No
   - ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Money Loaned, Services Performed

9. **Is all or part of the claim secured?**
   - ☐ No
   - ☑ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☑ Other. Describe: See Annexed Declaration of Nicholas Daraviras and Exhibit

   Basis for perfection: Forbearance Agreement Attached to Declaration
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $ See Annexed Declaration of Nicholas Daraviras and Exhibits
   Amount of the claim that is secured: $ See Annexed Declaration of Nicholas Daraviras and Exhibits
   Amount of the claim that is unsecured: $ See Annexed Declaration of Nicholas Daraviras and Exhibits (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $____

   Annual Interest Rate (when case was filed) See Annexed Declaration of Nicholas Daraviras and Exhibits %
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $____

11. **Is this claim subject to a right of setoff?**
    - ☐ No
    - ☑ Yes. Identify the property: See Annexed Declaration of Nicholas Daraviras and Exhibits

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/23/2024
MM / DD / YYYY

/s/ Scott S. Balber
Signature

Print the name of the person who is completing and signing this claim:

Name: Scott Sonny Balber
First name Middle name Last name

Title: Managing Partner

Company: Herbert Smith Freehills New York LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 200 Park Avenue
Number Street

New York NY 10166
City State ZIP Code

Contact phone: 917 542 7810 Email: Scott.Balber@hsf.com

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: WEISS MULTI-STRATEGY ADVISERS LLC, *et al*.[1] Debtors.	Chapter 11 Case No. 24-10743 (MG) (Jointly Administered)

DECLARATION OF NICHOLAS DARAVIRAS IN SUPPORT OF JEFFERIES STRATEGIC INVESTMENTS, LLC AND LEUCADIA ASSET MANAGEMENT HOLDINGS LLC'S PROOF OF CLAIMS

I, Nicholas Daraviras, declare under penalty of perjury as follows:

1. I am over eighteen years of age and otherwise competent to make the statements set forth in this Declaration.

2. I am Co-President of Leucadia Asset Management Holdings LLC ("LAM Holdings"), located at 520 Madison Avenue, New York, New York, 10022.

3. I submit this declaration in support of the proofs of claim being filed by LAM Holdings and Jefferies Strategic Investments, LLC ("JSI") (with LAM Holdings, the "Leucadia Entities") in the above-captioned bankruptcy proceeding.

4. I have personal knowledge of the facts set forth in this Declaration and have been authorized to make this Declaration on behalf of the Leucadia Entities. If called upon as a witness, I could and would testify competently under oath as to all such facts based upon my personal knowledge and my review of the business records of the the Leucadia Entities.

[1] The "Debtors" in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Weiss Multi-Strategy Advisers LLC (7518); GWA, LLC (7079); OGI Associates LLC (4493); Weiss Special Operations LLC (7626); and Weiss Multi-Strategy Funds LLC (8004). The location of Debtor Weiss Multi-Strategy Advisers LLC's principal place of business is 320 Park Avenue, 20th Floor, New York, New York 10022 and the Debtors' service address in these Chapter 11 Cases is P.O. Box 2857, Meriden, Connecticut 06450.

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5. On or about May 1, 2018, LAM Holdings and GWA, LLC ("GWA") entered into a strategic relationship agreement (the "Strategic Relationship Agreement"). Under the Strategic Relationship Agreement, GWA agreed, under certain conditions, to share with LAM Holdings defined amounts of profit and revenue that it realized. A true and correct copy of the Strategic Relationship Agreement is attached hereto as **Exhibit A**.

6. To the extent that GWA was "delayed in delivering any payment as and when due, the amount owed shall accrue interest at the annual rate of [the Wall Street Journal] Prime Rate plus two percent (2%), compounded monthly, until such time as such payment is paid in full to payee." (Ex. A § 1(f)).

7. In addition, the Strategic Relationship Agreement provides that LAM Holdings shall be "indemnify[ied] and h[eld] harmless . . . against any and all costs, losses . . . and expenses including reasonable costs of investigation and defense, and reasonable attorneys' fees and expenses (collectively, 'Losses') incurred by [the Leucadia Entities] as a result of, in connection with, or related to this [Strategic Relationship] Agreement." (Ex. A § 5(b)).

8. Separately, on or about December 3, 2019, JFG Funding LLC entered into a Note Purchase Agreement with GWA (the "2019 Note Purchase Agreement"). A true and correct copy of the 2019 Note Purchase Agreement is attached hereto as **Exhibit B**.

9. Pursuant to the 2019 Note Purchase Agreement, JSI purchased $50 million in notes (each a "Note") from GWA. A true and correct copy of the Notes issued pursuant to the 2019 Note Purchase Agreement are attached hereto as **Exhibits C** and **D**.

10. JFG Funding LLC subsequently assigned its interest in the 2019 Note Purchase Agreement and the Notes to JSI, which was acknowledged by GWA. A true and correct copy of that assignment is attached hereto as **Exhibits E**.

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11. On September 21, 2022, GWA and JSI entered into an additional Note Purchase Agreement (the "2022 Note Purchase Agreement," together with the 2019 Note Purchase Agreement, the "Note Purchase Agreements"). A true and correct copy of the 2022 Note Purchase Agreement is attached hereto as **Exhibit F**.

12. That same day, and pursuant to the 2022 Note Purchase Agreement, GWA issued and delivered to JSI a Note in the principal amount of $3,000,000.00. A true and correct copy of the 2022 Note Purchase Agreement is attached hereto as **Exhibit G**.

13. Section 7.2 of the Note Purchase Agreements provides JSI (and GWA) with the right to redeem the Notes "in whole but not in part, on each applicable Optional Redemption Date . . . by at least 10 calendar days' prior written notice to the other party prior to the applicable Optional Redemption Date . . . ." (*Id.* § 7.2). Upon exercise of the option to redeem the Notes, the amounts due under the Notes "become due and payable on the applicable Optional Redemption Date. . . ." (*Id.* § 7.4). The "Optional Redemption Date" is defined to be the last calendar day of each month beginning on the third anniversary of the December 2019 and the January 2020 Note issuances. (*Id.* at A-4). Or, in other words, JSI had the right to redeem the Notes at its option beginning in December 2022 and January 2023, respectively.[2]

14. In addition, the Note Purchase Agreements provides that JSI shall be entitled to recover "all costs and expenses of such holder incurred in any enforcement or collection . . . including reasonable attorneys' fees, expenses and disbursements." (*Id*. § 10.3).

[2] The 2022 Note Purchase Agreement defines "Optional Redemption Date" as "monthly, on the last calendar day of each month." Accordingly, JSI had the right to redeem that Note, monthly, at its discretion.

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15. On or about December 21, 2023, JSI exercised its option to redeem the full amounts owed under the Notes through a Notice of Optional Redemption. A true and correct copy of that Notice of Optional Redemption is attached hereto as **Exhibit H**.

16. Pursuant to the Note Purchase Agreements, the full amount owed under the Notes became due and owing on December 31, 2023.

17. On February 2, 2024, all the Debtors executed a further forbearance agreement (the "Forbearance Agreement"). A true and correct copy of the Forbearance Agreement is attached hereto as **Exhibit I**.

18. Section 3(a) of the Forbearance Agreement provides that each of the Debtors "(other than GWA) . . . irrevocably and unconditionally guarantees to each of JSI and LAM Holdings . . . and their successors, transferees and assigns as a primary obligor the prompt and complete payment and performance by GWA and each other [of the remaining non-GWA Debtors] when due (whether at the stated maturity, by acceleration or otherwise) of the Guaranteed Obligations (as herein defined)."

19. The Guaranteed Obligations included "all the obligations of GWA and each other [of the remaining Debtors] arising under any Note Purchase Agreement, the Notes, the [Strategic Relationship] Agreement and this Agreement, and any loss, damage, penalty, action, judgment, suit, cost, expense, disbursement, liability, claim or other obligation, incurred by or behalf of [JSI and LAM Holdings] (including but not limited to reasonable out-of-pocket attorneys' fees and costs) arising out or, relating to or in connection with any Note Purchase Agreement, any Note, the [Strategic Relationship] Agreement, this Agreement or the transaction contemplated thereby." *Id*.

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20. Pursuant to the Forbearance Agreement, each of the Debtors "irrevocably and unconditionally guarantee[d] . . . prompt and complete payment and performance by GWA" and the other Debtors "when due . . . of the Guaranteed Obligations." *Id*. Since the Guaranteed Obligations include "any Note Purchase Agreement, the Notes, the [Strategic Relationship] Agreement . . . and any . . . other obligation incurred by or behalf of [JSI and LAM Holdings]," each of the Debtors was required to repay the amounts owed under the Notes and the Strategic Relationship Agreement. *Id*.

21. Pursuant to Section 4(a) of the Forbearance Agreement, each of the Debtors granted the Leucadia Entities "a first priority perfected security interest in" "all goods, accounts, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, securities accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all of each [Debtor]'s books and records." *Id.*

22. On or about February 13, 2024, JSI filed a UCC Financing Statement, with the New York Department of State, recording the security interest granted in Section 4(a) of the Forbearance Agreement. A true and correct copy of the first page of that UCC Financing Statement, obtained from the Department of State's website, is attached hereto as **Exhibit J**.

23. At this time, none of the Debtors have repaid their obligations under the Notes or the Strategic Relationship Agreement.

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24. Pursuant to 11 U.S.C. § 503, the Leucadia Entities are filing a Proof of Claim to recover the debt the Debtors owe them under the Strategic Relationship Agreement and the Notes. The Proof of Claim is being filed contemporaneously with this Declaration.

25. Attached hereto as **Exhibit K** is a spreadsheet setting forth the Leucadia Entities' calculation of the amounts owed by the Debtors through the Petition Date. As reflected in **Exhibit K**, Debtors owe LAM Holdings $51,312,401.00 in revenue sharing fees pursuant to the Strategic Relationship Agreement, and Debtors owe JSI $50,922,307.00 in principal and interest under the Notes.

26. Attached hereto as **Exhibit L** are invoices reflecting attorneys' fees charged to the Leucadia Entities as part of efforts to recover the debt through the Petition Date, which the Leucadia Entities are entitled to be reimbursed for under Section 5(b) of the Strategic Relationship Agreement and Section 10.3 of the Note Purchase Agreements, totaling $187,058.10. The total is calculated by adding together the "Total" amounts stated on each monthly invoice.

27. The Leucadia Entities hereby reserve all rights, including but not limited to their right to change the amount sought in their Proof of Claim as additional information becomes available.

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:
Nick Daraviras
7BE147E28B3D462...

Executed on August 22, 2024

Nicholas Daraviras

DocuSign

Certificate Of Completion

Envelope Id: CD9B5E63EDA743EAB769FC3E8376B5C7
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Document Pages: 6
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Nick Daraviras ndaraviras@jefferies.com Authorized Person Jefferies LLC Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Daraviras 7BE147E28B3D462... Signature Adoption: Pre-selected Style Using IP Address: 69.114.76.158 Signed using mobile	Sent: 8/22/2024 12:36:57 PM Viewed: 8/22/2024 12:46:30 PM Signed: 8/22/2024 12:47:52 PM

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/22/2024 12:36:57 PM
Certified Delivered	Security Checked	8/22/2024 12:46:30 PM
Signing Complete	Security Checked	8/22/2024 12:47:52 PM
Completed	Security Checked	8/22/2024 12:47:52 PM

Payment Events	Status	Timestamps

Exhibit A

STRATEGIC RELATIONSHIP AGREEMENT

THIS STRATEGIC RELATIONSHIP AGREEMENT (this "Agreement") is dated as of May 1, 2018 by and between LAM Holding LLC, a Delaware limited liability company ("LAM"), and GWA, LLC, a Connecticut limited liability company (the "Company"). LAM and the Company, are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used in this Agreement have the meanings ascribed to them by definition in Section 9.

WHEREAS, concurrently with the execution of this Agreement, Leucadia Funding LLC, a Delaware limited liability company and an Affiliate of LAM, and Weiss Multi-Strategy Advisers LLC, a Delaware limited liability company and an Affiliate of the Company ("WMSA"), are entering into that certain Investment Management Agreement (the "Investment Management Agreement"), pursuant to which Leucadia Funding LLC will open an investment account and fund it with $250,000,000 of Notional Value, which will be managed by WMSA on the terms and conditions set forth therein (the "Managed Account");

WHEREAS, the Company intends to transfer to LAM and LAM intends to acquire rights under this Agreement which shall constitute an equity interest in the Company and be deemed a "profits interest" (within the meaning of Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993) and 2001-43, 2001-2 C.B. 191 (August 3, 2001); and

WHEREAS, the Parties intend to delineate their respective rights and obligations with respect to the Managed Account solely as set forth in this Agreement and the Investment Management Agreement.

NOW, **THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Profit Share, Revenue Share, Sale Proceeds Share and Related Rights of LAM.

(a) Profit Share. LAM shall have a right to receive the Profit Share Percentage of the Company Profits for the Profit Share Period (the "Profit Share Amount"). The Profit Share Amount shall be calculated and paid in accordance with the terms of this Section 1.

(b) Revenue Share. LAM shall have a perpetual right to receive the Revenue Share Percentage of the Company Revenues for each Revenue Share Period (the "Revenue Share Amount"). The Revenue Share Amount shall be calculated and paid in accordance with the terms of this Section 1.

(c) Calculation of the Profit Share and the Revenue Share. Notwithstanding the foregoing, (i) the Company Profits for the Profit Share Period and (ii) the Company Revenues for each Revenue Share Period shall each be calculated to include any additional revenue the Company or any Company Subsidiary would have received if no Unauthorized Withdrawal Events or Unauthorized Weiss Salary Events had occurred prior to the conclusion of the Profit Share Period or such Revenue Share Period, as applicable. For purposes of calculating LAM's Profit

Share Amount and Revenue Share Amount, in no event shall the amount of the Company's consolidated gross revenue amount be reduced by (a) any and all losses connected with the open Tax Audits, (b) without duplication in respect of the amounts in this Section 1(c)(a), pre-closing Taxes, (c) without duplication in respect of the amounts in this Sections 1(c)(a) and 1(c)(b), any financial statement reserves for uncertain income tax positions in respect of pre-closing taxable years, (d) without duplication in respect of the amounts in this Sections 1(c)(a), 1(c)(b) and 1(c)(c), any Taxes indirectly borne by the Company in respect of any funds, managed accounts, proprietary capital trading and/or other client accounts that the Company directly or indirectly provides investment management services in respect of pre-closing taxable years.

(d) *Payment of the Profit Share and the Revenue Share*. The Company shall, within thirty (30) days of the end of the Profit Share Period or a Revenue Share Period, as the case may be, pay to LAM (i) the Profit Share Amount for the Profit Share Period or (ii) the Revenue Share Amount for the applicable Revenue Share Period, each as calculated using the unaudited financial information available at that time. Within twelve (12) days following the completion of the audited financial statements required by Section 1(h)(i) for each fiscal year, the Company shall provide LAM with a copy of any updated calculations for (i) the Profit Share Amount for the Profit Share Period or (ii) the Revenue Share Amounts for any applicable Revenue Share Period. If there has been an over-payment or under-payment of the Profit Share Amount or an applicable Revenue Share Amount, then within five (5) Business Days following the delivery of such audited financials and any updated calculations either (i) the Company shall pay LAM the amount of such under-payment, or (ii) LAM shall repay to the Company the amount of such over-payment, as the case may be.

(e) Monetization Event. Unless otherwise agreed among the Parties, the Company shall not be the subject of any Monetization Event for a period of five (5) years following the date hereof. Thereafter, the Company shall provide LAM with at least thirty (30) days' prior written notice of any proposed Monetization Event of the Company or the Company Subsidiaries. Such notice shall provide LAM with the names of the parties involved in such Monetization Event, the amount of the proceeds or other compensation to be paid in connection with the bona fide offer for such Monetization Event (together, the "Sale Proceeds"), and the effective date of such Monetization Event. LAM shall be required to participate in such Monetization Event and shall receive the Sale Proceeds Share Percentage of the Sale Proceeds; provided, that the Revenue Share Percentage shall be permanently reduced to an amount equal to the product of (i) the Revenue Share Percentage in effect immediately prior to LAM participating in such Monetization Event, and (ii) the Reduction Percentage. The Company shall use best efforts to ensure that LAM receives its portion of the Sale Proceeds at the same time as all other participants in such Monetization Event. For purposes of this Agreement, "Reduction Percentage" means (i) one hundred percent (100%) minus (ii) the percentage of the equity interests or assets of the Company sold in the Monetization Event.

(f) Method of Payment. All amounts payable under this Section 1 (including any interest) shall be paid by wire transfer of immediately available funds in U.S. dollars to an account designated in writing by the payee. In the event the payor is delayed in delivering any payment as and when due, the amount owed shall accrue interest at the annual rate of Prime Rate plus two percent (2%), compounded monthly, until such time as such payment is paid in full to payee.

(g) Disputes regarding Payment Amounts. In connection with the payments to be made to LAM under this Section 1, the Company shall furnish to LAM, at the time of such payment, a report showing the applicable calculations and the amount of the resulting payments. The Company shall cooperate, in good faith, with LAM to determine if such calculations are accurate. In connection therewith, the Company shall take all reasonable steps to make the auditors of the Company available to LAM to discuss such calculations, and the Company shall provide any such information that LAM may reasonably request pursuant to Section 1(h)(iii) and/or Section 1(i). If LAM and the Company are unable to agree on the amount of a payment owed to LAM under this Section 1, then the Company and LAM hereby agree that the final determination of the amount of any such payment shall be determined by an independent certified public accountant selected by LAM, who is either (i) included on the list of approved independent certified public accountant set forth in Schedule 1(g) attached hereto, or (ii) the Company consents to (such consent not to be unreasonably withheld or delayed). Such determination shall be made following a review of the books and records of the Company or any Company Subsidiary by such independent certified public accountant. In connection with such review which shall be in addition to the addition to the audit of the Company pursuant to Section 1(h)(i), the Company shall, during regular business hours at such place or places where such records are customarily kept, make its records and the records of its Representatives (including, but not limited to, accountants' work papers) available for review to verify that the payments due hereunder were correctly determined. The results of each review, if any, shall be reported in writing to the Company promptly after the review and, in the absence of manifest error, shall be binding on LAM, on the one hand, and the Company, on the other hand. LAM shall bear the full cost of such review unless such review discloses an underpayment or overpayment by the Company of more than five percent (5%) of the relevant payment amount, in which case the Company shall reimburse LAM for all costs incurred by LAM in connection with such review. In the event there is an underpayment to LAM, the Company shall pay to LAM the amount of such underpayment within five (5) Business Days of receiving a copy of the review report. If the discrepancy is an overpayment to LAM, LAM shall pay to the Company the amount of such overpayment within five (5) Business Days of receiving a copy of the review report.

(h) Reports.

(i) The Company shall deliver to LAM: (A) as soon as practicable following the end of each fiscal year, but in any event no later than July 15 of the next year, the consolidated balance sheet and the related consolidated statements of income, stockholders' equity and cash flows of the Company and each Company Subsidiary and any related notes thereto, and all such financial statements shall be audited and certified by a "Big Four" accounting firm and the cost of such audits shall be an expense of the Company and (B) as soon as practicable, but in any event within thirty (30) days after the end of each quarter, an unaudited balance sheet, the related unaudited statements of income, stockholders' equity and cash flows of the Company and each Company Subsidiary and any related notes thereto.

(ii) The Company shall cause to be prepared and delivered to LAM, either by mail or electronically, (A) an estimated Schedule K-1 for each fiscal year no later than April 15 of the following fiscal year and (B) such other information (including, but not limited to, Schedule K-1s) with respect to the Company as may be necessary for the preparation of LAM's U.S. federal, state, local or other income tax returns promptly following completion of the

Company's audit for the applicable fiscal year, and in no event later than July 15 of the following fiscal year.

(iii) The Company agrees to furnish, or cause a Company Subsidiary to furnish, to LAM such additional information as LAM may reasonably request from time to time regarding the operation of the Company and/or the Company Subsidiaries and the calculations of any payments to be made to LAM under this Section 1.

(i) Records; Audit and Inspection Rights. The Company shall maintain complete and accurate books and records, which shall contain sufficient detail to enable LAM to calculate and verify all amounts due hereunder. All such records and documents shall be open to inspection and copying by LAM or any of its Representatives upon prior written notice by LAM or such Representatives at any reasonable time during business hours.

(j) Tax Treatment.

(i) For income tax purposes, this Agreement is intended to establish LAM as the owner of a "profits interest" (within the meaning of Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993) and 2001-43, 2001-2 C.B. 191 (August 3, 2001);

(ii) If LAM is entitled to a Profit Share for a Profit Share Period, for income tax purposes, the Company shall allocate to LAM an amount of its taxable income for such period that equals its Profit Share, provided that to the extent any amount is not included in the calculation of such Profit Share pursuant to Section 1(c), such item shall not be allocated to LAM;

(iii) If LAM is entitled to a Revenue Share for a Revenue Share Period, for income tax purposes, LAM shall be allocated items of gross income in an amount equal to such Revenue Share and, if the Company's gross income includes gross income items having different tax characteristics (for example, dividends and long term capital gain) then, to the extent possible and otherwise consistent with this Agreement, the aggregate gross income allocation to the LAM shall include proportionate amounts of such different items;

(iv) If for any reason, LAM becomes entitled to payments in excess of the amounts otherwise allocated to LAM pursuant to subsections (ii) and (iii), then the Company shall allocate to LAM additional items of gross income equal to such excess;

(v) George Weiss is hereby appointed as the "partnership representative" of the Company within the meaning of Section 6223(a) of the Code. If permissible under the Code and applicable Treasury Regulations, the partnership representative shall make the election provided by Section 6221(b) of the Partnership Tax Audit Rules to have Subchapter C of Chapter 63 of the Code not apply. If the election provided by Section 6221(b) is not available, then the partnership representative shall make the election provided in Section 6226 of the Partnership Tax Audit Rules with respect to any "imputed underpayment" described in Section 6225(b) of the Partnership Tax Audit Rules.

2. Additional Rights of LAM and Ongoing Covenants of the Company.

(a) Restrictions with Respect to Certain Transactions of the Company. The Company shall not, and shall not enter into any agreements or other arrangements with any Person to, take any action that could reasonably be expected to prevent, restrict or delay the Company from making any payment due under Section 1, including, without limitation, any agreement or other arrangement that could have the effect of diluting or subordinating LAM's interest in the Company Profits or the Company Revenues (including, but not limited to, revenue share or profit share arrangements); provided, however, that (i) changes in product fee levels and (ii) actions or entering into agreements that result in investment losses (including, without limitation, the launch of new Company Products and the hiring of new portfolio managers) will not alone constitute a violation of this provision. In addition, the Company shall not, and shall not permit any Company Affiliate to, either directly or indirectly, take any of the following actions without the prior written consent of LAM (which consent shall not be unreasonably withheld or delayed), and any such act or transaction entered into without such consent shall be null and void *ab initio*, and of no force or effect:

(i) enter into or engage in any transaction with, or modify or waive rights under any agreement or arrangement with, a Company Affiliate (including, without limitation, changes in the compensation paid by the Company or a Company Subsidiary to a Partner) in a manner that adversely affects the amount of and/or timing of any payment that LAM is to receive under this Agreement;

(ii) change the accounting or reporting methods, principles or practices of the Company or its subsidiaries, except as required by GAAP;

(iii) cause the Company, or any Company Subsidiary, to guarantee the obligations of any third-party;

(iv) cause the Company, or any Company Subsidiary, to incur, after the date hereof, any debt other than debt incurred in the Ordinary Course of Business;

(v) amend the Operating Agreement of the Company in a manner that adversely affects the amount of and/or timing of any payment that LAM is to receive under this Agreement;

(vi) make or change any material tax election that adversely affects the amount of and/or timing of any payment that LAM is to receive under this Agreement;

(vii) settle or compromise any material claim related to Taxes, enter into any closing agreement or similar agreement relating to Taxes, otherwise settle any dispute relating to Taxes, surrender any right to claim a Tax refund, offset or reduce any Tax liability, or request any ruling or similar guidance with respect to Taxes that adversely affects the amount of and/or timing of any payment that LAM is to receive under this Agreement;

(viii) change the Company's or any Company Subsidiary's "pass-through" tax status;

(ix) take any action that would reduce the regulatory capital of the Limited Purpose Broker Dealer; or

(x) agree to do any of the foregoing.

For purposes of clarity, Section 2(a)(vii) shall not provide LAM with any consent right regarding settlement or claims made by the Partners that do not affect the Tax liability or a Tax refund of the Company itself or a Company Subsidiary.

(b) Ongoing Covenants. The Company hereby covenants and agrees that it shall:

(i) cause the accounts of the Company and the Company Subsidiaries to be audited (at the expense of the Company) as of the close of each fiscal year by a nationally recognized independent public accounting firm;

(ii) provide LAM with copies of all financial statements, reports and other updates provided to investors in the Company Products at substantially the same time that such financial statements, reports and other updates are provided to such investors;

(iii) prohibit a Partner Withdrawal, other than an Authorized Partner Withdrawal, unless approved in writing by LAM;

(iv) not pay, or permit the Company Subsidiaries to pay, a salary to Weiss for any fiscal year that in the aggregate exceeds the Weiss Salary Limit for such fiscal year;

(v) comply, and cause the Company Subsidiaries to comply, with respect to itself, its business, its properties and its assets, in all material respects with all applicable Laws.

(vi) amend the Articles of Organization of the Company to remove the required dissolution date and permit the Company to have perpetual existence prior to such required dissolution date;

(vii) take all action necessary to permit the Company to make non-pro rata distributions pursuant to Section 6.3 of the Company Agreement; and

(viii) continue to operate its business, and cause the Company Subsidiaries to operate their businesses, in a manner consistent with the Ordinary Course of Business (including, without limitation, paying all Taxes in a timely manner).

(c) Notifications. The Company shall promptly notify LAM of the occurrence of any of the following:

(i) the receipt by the Company or any Company Subsidiary, during any three (3) month period, of requests to withdraw or redeem $10,000,000 or more from any Company Product;

(ii) any changes to the composition of the Executive Committee of the Company;

(iii) the withdrawal and/or termination of four (4) or more Partners as a members of the Company, during any six (6) month period;

(iv) the commencement of any Tax Audit or Tax Proceeding involving the Company or any Company Subsidiary; and

(v) any other event that is reasonably likely to have a Material Adverse Effect.

3. Confidentiality; Publicity.

(a) (i) In addition to, and not by way of limitation of, the confidentiality provisions contained in any Transaction Document, all information relating to the terms of this Agreement as well as the discussions relating to this Agreement among the Parties (collectively, "Confidential Information") shall be held in strictest confidence by all Parties, and each Party agrees to use reasonable best efforts to ensure that such Party's Affiliates, Company Affiliates (in the case of the Company), principals and employees (collectively, "Covered Persons") hold the Confidential Information in confidence and not use the Confidential Information for any purpose unrelated to the matters covered by this Agreement.

(ii) Each Party acknowledges and agrees that such Party shall not disclose, and shall use reasonable best efforts to ensure that such Party's Covered Persons do not disclose, any such Confidential Information other than to such Party's or such Covered Person's, attorneys, accountants and professional advisers (provided, in each case, that such Party or Covered Person is subject to customary obligations of confidentiality) or to another Party or Covered Person; provided, that this confidentiality undertaking on behalf of a given Party or Covered Person shall not prohibit or restrict the disclosure of: (A) any Confidential Information which becomes generally available to the public other than as a result of disclosure, directly or indirectly, by such Party or Covered Person; or (B) any Confidential Information in response to any subpoena, court order, interrogatory, request for information or documents, civil investigative demand or similar legal process, or pursuant to any request or demand (whether or not having the force of Law) of, or in the course of any examination by, any court, governmental or regulatory body or agency or self-regulatory organization, including any tax audit, or to reduce or eliminate any taxes under Section 1471–1474 of the Code (collectively, a "Proceeding Requesting Disclosure"); provided, that the tax treatment and tax structure of the transaction herein shall not be treated as Confidential Information.

(b) If a Party receives a request to disclose all or any part of the Confidential Information known to such Party in connection with any Proceeding Requesting Disclosure, such Party agrees, at such Party's expense, to: (i) Notify the other Parties immediately of the existence, terms and circumstances surrounding such request to disclose; (ii) consult with the other Parties on the advisability of such Party taking, or making it possible for one or more other Parties to take, legally available steps to resist or narrow such request; (iii) furnish only such Confidential Information as he or she is required or requested (in the case of a request, by a regulatory authority with jurisdiction over such Party or any of its Affiliates) to disclose; and (iv) exercise his or her reasonable efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information.

(c) No Party shall issue a press release or make any other public announcement relating to or concerning the transactions contemplated by this Agreement or any other agreement, certificate, document or instrument contemplated hereby without the express prior written consent of the other Parties.

(d) To the extent any filings to a Governmental Body by the Company or a Company Affiliate require an amendment as a result of the execution of this Agreement, the Company shall amend, or cause the applicable Company Affiliate to amend, such filing to a Governmental Body as promptly as practicable (and in any event no later than the time required under applicable Law). The Company shall cooperate with LAM with respect to any such amendments described in the immediately preceding sentence, and LAM shall timely provide such information with respect to LAM and its Affiliates as is reasonably necessary to be disclosed in such amendments. The Company shall provide LAM with copies of each such amendment in advance of such amendment being filed with the applicable Governmental Body.

(e) As promptly as practicable following a request by LAM, the Company and each Company Subsidiary shall amend any Company Disclosure Documents identified by LAM to reflect the terms of this Agreement. The Company shall cooperate with LAM with respect to such amendments to the Company Disclosure Documents. The Company shall provide LAM with copies of each such amended Company Disclosure Documents in advance of such Company Disclosure Documents being delivered to any third-party.

(f) The Company shall provide LAM with copies of any filings to a Governing Body or Company Marketing Materials which reference LAM or its Affiliates, and any such reference must be approved by LAM prior to such filings being made with the applicable Governmental Body or such Company Marketing Material being shared with any third-party; provided, that a failure by LAM to respond to any request for approval within five (5) Business Days shall be treated as an approval of the relevant reference.

(g) Notwithstanding the foregoing, either Party and its Affiliates shall be permitted to disclose Confidential Information (i) as required to be disclosed by applicable Law, (ii) on filings to be made to a Governmental Body, subject to Sections 3(d) and 3(f), (iii) for financial reporting purposes (including, without limitation, in reports required to be made to the Securities and Exchange Commission or other regulatory authorities), (iv) in investor communications, subject to Sections 3(e) and 3(f), and (v) to its Affiliates and Representatives as necessary in connection with the Ordinary Course of Business of their respective businesses.

4. Representations and Warranties of the Parties.

(a) LAM. LAM hereby represents and warrants to the Company that each statement contained in this Section 4(a) is true and correct as of the date hereof:

(i) *Existence; Foreign Qualifications*. LAM is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed and has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted.

(ii) *Authority; Authorization; Enforceability*. LAM has the requisite power and authority to execute, deliver, perform and consummate the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party. LAM has taken all actions necessary to authorize the execution and delivery by it of this Agreement and each other Transaction Document to which it is a party and the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and each other Transaction Document to which it is a party will be, when executed and delivered, duly executed and delivered by LAM and constitutes or will constitute (as the case may be) valid and binding obligations of LAM, enforceable against LAM in accordance with their respective terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforceability of creditors' rights generally, general principles of equity and the discretion of courts in granting equitable remedies.

(b) Company. The Company hereby represents and warrants to LAM that, except as set forth in the disclosure schedules delivered by the Company in connection with this Agreement (the "Disclosure Schedule"), each statement contained in this Section 4(b) is true and correct as of the date hereof:

(i) *Existence; Foreign Qualifications*. The Company, and each Company Subsidiary, is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated or formed and has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted. The Company, and each Company Subsidiary, is duly qualified and authorized to do business and is in good standing in each of the jurisdictions in which the ownership, use or leasing of its assets and properties, or the conduct or nature of its business, makes such qualification or authorization necessary, except such other jurisdictions where the failure to be so qualified or licensed or in good standing would not have a Material Adverse Effect.

(ii) *Authority; Authorization; Enforceability*. The Company, and each Company Subsidiary, has the requisite power and authority to execute, deliver, perform and consummate the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party. The Company has taken all actions necessary to authorize the execution and delivery by it of this Agreement and each other Transaction Document to which it is a party and the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and each other Transaction Document to which it is a party will be, when executed and delivered, duly executed and delivered by the Company and constitutes or will constitute (as the case may be) valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforceability of creditors' rights generally, general principles of equity and the discretion of courts in granting equitable remedies.

(iii) *Capitalization*. The issued and outstanding shares and equity interests of the Company and each of the Company Subsidiaries (a) were not issued in violation of the organizational documents of the applicable entity, and (b) are not subject to, any preemptive rights, rights of first refusal, rights of first offer, purchase options, call options or other similar rights of any Person.

(iv) *Financial Statements*. Set forth in Section 4(b)(iv)(A) of the Disclosure Schedule are the consolidated balance sheet and the related statements of income and stockholders' equity and cash flows of the Company and the Company Subsidiaries (the "Financial Statements") for the years ended December 31, 2015, December 31, 2016 and December 31, 2017 and the one-month period ended January 31, 2018. The Financial Statements (A) have been prepared in accordance with GAAP, consistently applied throughout the specified periods and all prior periods, based on the books and records of the Company and the Company Subsidiaries, and (B) are complete and correct in all material respects and present fairly, in all material respects, the financial condition of the Company and the Company Subsidiaries as of the indicated dates and the results of operations and cash flows of the Company and the Company Subsidiaries for the indicated periods, in each case in accordance with GAAP, consistently applied throughout the specified periods and all prior periods, except for the absence of footnotes in the case of the unaudited Financial Statements and subject, in the case of the unaudited Financial Statements, to normal year-end adjustments. Except as expressly set forth in this Agreement, the Transaction Documents and on Section 4(b)(iv)(B) of the Disclosure Schedule, the Company, and each Company Subsidiary, has no liabilities, obligations or commitments of any type over $250,000 per year.

(v) *No Conflict*. Except as set forth in Section 4(b)(v) of the Disclosure Schedule, the execution and delivery by the Company of this Agreement and the other Transaction Documents to which it is a party, the performance and consummation by the Company of the transactions contemplated hereby and thereby, and compliance by the Company with the provisions hereof and thereof, will not (with or without the passage of time, notice or both) (A) violate or conflict with the organizational documents of the Company, (B) violate or give rise to any right of termination, cancellation, or acceleration under, any material agreement, contract, lease, note, bond, mortgage, indenture, security, license, permit, or instrument to which the Company is a party or to which the Company or any of its material assets is subject, or other agreement material to the operation of the Company's business, (C) result in the imposition of any lien on any material asset of the Company, (D) violate any Laws applicable to the Company, or (E) require any consent, approval or other action of, notice to, or filing with any Person, except, in the case of the immediately preceding clauses (B), (C) and (D), where such violation, breach, default, termination, acceleration, lien or cancellation would not have a Material Adverse Effect.

(vi) *Additional Tax Matters*.

a. All Taxes (whether or not shown on any Tax Return) for which the Company or any Company Subsidiary may be liable have been timely paid. All Tax Returns required to have been filed by or with respect to the Company or any Company Subsidiary have been timely filed. All such Tax Returns are complete and accurate and disclose all Taxes required to be paid by or with respect to the Company and each Company Subsidiary for the periods covered thereby. The charges, accruals and reserves for Taxes with respect to the Company (excluding any provision for deferred income taxes) are adequate to cover tax liabilities accruing through the date thereof and neither the Company nor any Company Subsidiary has incurred or accrued any liability for Taxes subsequent to such date other than in the Ordinary Course of Business. Except as set forth on Section 4(b)(vi)(a) of the Disclosure Schedule, no extension of time within which to file any such Tax Return is in effect.

b. Except as set forth on Section 4(b)(vi)(b)(1) of the Disclosure Schedule, no waiver of any statute of limitations relating to Taxes for which the Company or any Company Subsidiary may be liable is in effect, and no written request for such a waiver is outstanding. Section 4(b)(vi)(b)(2) of the Disclosure Schedule sets forth a schedule of the Tax Returns referred to in clause (a) with respect to which neither the appropriate Governmental Body has completed its examination (with all issues finally resolved) nor the period for assessment of the associated Taxes (taking into account all applicable extensions and waivers) has expired.

c. Except as set forth on Section 4(b)(vi)(c) of the Disclosure Schedule, there is no action, suit, investigation, audit, Claim or assessment pending or proposed or threatened with respect to Taxes for which the Company or any Company Subsidiary may be liable. No claim has ever been made by a Governmental Body in a jurisdiction where the Company or any Company Subsidiary has never paid Taxes or filed Tax Returns asserting that the Company or such Company Subsidiary is or may be subject to Taxes assessed by such jurisdiction. All deficiencies asserted or assessments made as a result of any examination of the Tax Returns referred to in Section 4(b)(vi)(a) have been paid in full or otherwise finally resolved.

d. There are no Tax rulings, requests for rulings, or closing agreements relating to Taxes for which the Company or any Company Subsidiary may be liable that could affect the Company's or any Company Subsidiary's liability for Taxes for any taxable period ending after the date hereof. Neither the Company nor any Company Subsidiary will be required to include or accelerate the recognition of any item in income, or exclude or defer any deduction or other tax benefit, in each case in any taxable period (or portion thereof) after the date hereof, as a result of any change in method of accounting, closing agreement, intercompany transaction, installment sale or the receipt of any prepaid amount, in each case prior to the date hereof.

e. There are no Liens for Taxes upon the assets of the Company or any Company Subsidiary except Liens relating to current Taxes not yet due.

f. All Taxes which the Company or any Company Subsidiary is required by Law to withhold or to collect for payment have been duly withheld and collected and have been paid to the appropriate Governmental Body.

g. Neither the Company nor any Company Subsidiary has any liability for Taxes of another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), under any agreement or arrangement, as a transferee or successor, or otherwise. Neither the Company nor any Company Subsidiary is a party to any written or unwritten agreement or arrangement providing for (i) the allocation or payment of Tax liabilities or for Tax benefits between or among members of any group of corporations that files, will file, or has filed Tax Returns on a combined, consolidated or unitary basis and (ii) one Person to pay any other Person for the use of or benefit derived from such Person's Tax assets or deductions.

h. Neither the Company nor any Company Subsidiary has participated in any "listed transaction" within the meaning of Treasury Regulation § 1.6011-

4(b)(2) and, with respect to each transaction in which the Company or any Company Subsidiary has participated that is a "reportable transaction" within the meaning of Treasury Regulation § 1.6011-4(b)(1), such participation has been properly disclosed on IRS Form 8886 (Reportable Transaction Disclosure Statement) and on any corresponding form required under state, local or other Law.

i. There are no Tax credits, grants or similar amounts that are or could be subject to clawback or recapture as a result of (i) this Agreement or (ii) a failure by the Company or any Company Subsidiary to satisfy one or more requirements on which the credit, grant or similar amount is or was conditioned.

j. No Transaction is subject to withholding under Section 1445 of the Code (relating to "FIRPTA"). No real property transfer or gains Tax, sales Tax, use Tax, stamp Tax, stock transfer Tax or other similar Tax will be imposed on the Transactions.

k. During the last three years, neither the Company nor any Company Subsidiary has been a party to any transaction treated by the parties thereto as one to which Section 355 of the Code (or any similar provision of state, local or foreign Law) applied.

(vii) *Compliance with Laws*. The Company and each Company Subsidiary is, with respect to itself, its business, its properties and its assets, in compliance in all material respects with all applicable Laws. The Company and each Company Subsidiary has obtained all regulatory licenses, authorizations and consents from any applicable Governmental Body in order to operate its business, except where the failure to obtain such license, authorization or consent would not have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is in material default with respect to compliance with its operating agreement and governing documents.

(viii) *Litigation; Investigations*. No investigation or inquiry is pending or threatened (to the Company's knowledge after due inquiry) against or involving the Company or any Company Subsidiary by any Governmental Body with authority over the Company or such Company Subsidiary. No Claim is pending or threatened (to the Company's knowledge after due inquiry) against or involving against the Company or any Company Affiliate related to the operation of the Company or the Company Subsidiaries. No Company Affiliate has been charged with or convicted of any criminal offense or been a party to or held liable in a civil action, arbitration or administrative proceeding, by judgment or settlement, for (A) violation of any applicable securities laws, (B) fraud, (C) breach of fiduciary duty, (D) misrepresentation or (E) money laundering. Except as previously disclosed to LAM, neither the Company nor any Company Subsidiary has had any correspondence, including any communications or notifications, with a Governmental Body in the last three (3) years that would be material to LAM's determination whether to enter into this Agreement.

(ix) *Certain Anti-Money Laundering Matters*. (A) Since formation, neither the Company nor any of the Company Subsidiaries nor any director, general partner, manager, member, officer, or employee thereof, nor, to the knowledge of the Company, any Company Affiliate or Representative of the Company or the Company Subsidiaries, is a person

that is, or is owned or controlled by a Person that is: (1) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, the World Bank, or any other relevant sanctions authority (collectively, "Sanctions"); or (2) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, Libya, North Korea, Sudan and Syria). (B) The Company shall not, directly or indirectly, lend, contribute or otherwise make available funds to any subsidiary, joint venture partner or other Person: (1) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; (2) in any other manner that will result in a violation of Sanctions by any Person (including LAM). (C) The Company and each Company Subsidiary has not engaged in, is not now engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions. (D) Neither the Company nor any the Company Subsidiaries nor any director, general partner, manager, member, officer, or employee thereof, nor, to the knowledge of the Company, any Company Affiliate or Representative of the Company or the Company Subsidiaries, nor any Person acting on its or their behalf, has entered into any transaction or engaged in any activity prohibited by any resolution issued by the United Nations Security Council under Chapter VII of the UN Charter.

(x) *No Untrue Statement or Omission of a Material Fact*. To the knowledge of the Company, the representations and warranties of the Company set forth herein or in the Disclosure Schedule attached hereto, any information relating to the Company, its subsidiaries and their respective businesses furnished by or on behalf of the Company in connection with the transactions contemplated by this Agreement or any other Transaction Document delivered hereunder does not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements made, in light of the circumstances in which made, not misleading, In the event that any of the representations and warranties in this Section 4(b) is no longer true and accurate in all material respects, the Company shall notify LAM as promptly as reasonably practicable.

5. Remedies; Indemnification.

(a) Each Party acknowledges that monetary damages may be an inadequate remedy for breach or threatened breach of this Agreement because of the difficulty of ascertaining the amount of damage that will be suffered in the event that this Agreement is breached. Each Party shall be entitled to seek equitable relief, including an injunction and specific performance, without the requirement of posting a bond or other security, in the event of any breach or threatened breach of the provisions of this Agreement by the other Parties or any of its representatives, in addition to all other remedies available to such Party at law or in equity, subject to the terms of this Agreement.

(b) The Company shall indemnify and hold harmless LAM and each of its Affiliates and their respective directors, officers, employees, agents and representatives (each, an "Indemnified Party") to the fullest extent permitted by law from and against any and all costs, losses, Claims, Taxes incurred, damages, liabilities and expenses, including reasonable costs of investigation and defense, and reasonable attorneys' fees and expenses (collectively, "Losses") incurred by the Indemnified Party as a result of, in connection with, or related to this Agreement; provided, that, if any Loss arises out of any action or omissions of an Indemnified Party no such

indemnification shall be due if such action or omission constituted willful misconduct or fraud on the part of such Indemnified Party. For the avoidance of doubt, "Losses" shall not include investment losses incurred by LAM that LAM would not be indemnified for pursuant to the terms of the Investment Management Agreement. Further, if not otherwise taken into account under Section 1(c) hereof, the Company shall hold LAM harmless from any and all Losses incurred by the Company connected with the open Tax Audits.

6. Expenses. Except as otherwise expressly provided in this Agreement or any Transaction Document, each Party shall pay its own costs and expenses incurred in anticipation of, relating to and in connection with the negotiation and execution of this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby.

7. Non-Disparagement. Each Party agrees that it will not make, or cause or allow any of its Affiliates (including, in the case of the Company, the Company Affiliates) to make, any oral or written statement to any third party that disparages, defames, or reflects adversely upon any of the other Parties and/or any of their Affiliates, or any of their respective principals, officers, employees, partners or members (such statements "Disparaging Remarks"); provided, that the foregoing shall not be interpreted to limit a Party's rights to make statements in connection with any proceeding to enforce such Party's rights or another Party's obligations under this Agreement. Further, each Party hereby agrees that it shall be responsible for any Disparaging Remarks made by one of its Affiliates (including, in the case of the Company, the Company Affiliates).

8. Miscellaneous.

(a) Entire Agreement. This Agreement and the Investment Management Agreement embody the entire agreement and understanding of the Parties with respect to the Managed Account and, together, supersede all prior discussions, negotiations, agreements and understandings among LAM, the Company and the Company Affiliates with respect to the Managed Account and the subject matter of this Agreement.

(b) Governing Law; Choice of Forum; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicts of law provisions or rule of any jurisdiction that would cause the laws of any other jurisdiction to apply. Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the federal courts of the United States sitting in the Southern District of New York, or if such federal court declines to exercise jurisdiction over any action filed pursuant to this Agreement, the courts of the State of New York sitting in the County of New York, and any court to which an appeal may be taken in connection with any action filed pursuant to this Agreement, for the purposes of all legal Proceedings arising out of or relating to this Agreement and the Parties agree not to commence any action, suit or Proceeding relating hereto except in such courts. In connection with the foregoing consent, each Party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the court's exercise of personal jurisdiction over such Party to this Agreement or the laying of venue of any such Proceeding brought in such a court and any claim that any such Proceeding brought in such a court has been brought in an inconvenient forum. Each Party further irrevocably waives its right to a trial by jury and consents that service of process may be effected in any manner permitted under the laws of the State of New York.

(c) Amendment. This Agreement may be amended, and any provisions hereof may be waived, only by a writing signed by both Parties.

(d) Assignment. The Company may not assign this Agreement or any of its rights hereunder by operation of law or otherwise without the prior written consent of LAM. LAM may assign any or all of its rights under this Agreement to an Affiliate without the prior consent of the Company. This Agreement shall be binding upon any successors and permitted assigns of the Parties.

(e) Termination. LAM shall have the right to unilaterally terminate this Agreement and reduce the Revenue Share Percentage to zero percent (0%). LAM may also terminate its revenue share rights in respect of any Company Subsidiary at its sole discretion. LAM may exercise this right at any time and for any reason. Any such termination shall be effective immediately upon delivery of notice to the Company of such termination.

(f) Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

(g) Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and, except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party, any legal or equitable right, title, privilege, benefit, interest, remedy or claim of any nature whatsoever under or by reason of this Agreement, or any term or provision hereof.

(h) Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered:

If to LAM, to:

LAM Holding LLC
c/o Leucadia National Corporation
520 Madison Avenue
New York, New York 10022
Attention: General Counsel
Fax: (646) 786-5053
Email: msharp@leucadia.com

With a required copy (which shall not constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: David Form

Fax: (212) 839-5599
Email: dform@sidley.com

If to the Company, to:

GWA, LLC
c/o Weiss Multi-Strategy Advisers LLC
320 Park Avenue
20th Floor
New York, NY 10022
Attention: Jeffrey Dillabough
Fax:
Email: jdillabough@gweiss.com

With a required copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
One State Street
Hartford, CT 06103
Attention: Robert Dombroff
Fax: (860) 240-2800
Email: robert.dombroff@morganlewis.com

(i) Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(j) Counterparts. This Agreement may be executed in separate facsimile or electronic counterparts, each of which when executed shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one and the same instrument.

9. Definitions. The following terms are defined as follows:

(a) "Affiliate" means, with respect to any Person, any other Person with regard to which the Person is controlling, controlled or commonly controlled (which shall be deemed to include, without limitation, by reason of one such Person owning, directly or indirectly, a majority of the voting securities or other voting power of such other Person, as applicable, or otherwise by reason of such Person having the power or authority, directly or indirectly, to direct the management or policies of such other Person, as applicable).

(b) "Agreement" has the meaning set forth in the preamble.

(c) "Authorized Partner Withdrawal" means (i) a Partner Withdrawal made by a Partner (other than Weiss or Jordi Visser) in connection with such Partner's withdrawal and/or termination as a member of the Company, (ii) a Partner Withdrawal made by a Partner (other than Weiss) that does not cause the aggregate amount of all Partner Withdrawals during the previous six (6) months to exceed $500,000, (iii) a Partner Withdrawal after which the aggregate net asset value of all Partner Investments would be greater than or equal to $100,000,000, (iv) a Partner Withdrawal,

which LAM has consented to pursuant to Section 2(b)(iv), or (v) any distribution by the Company to a Partner (other than Weiss or Jordi Visser) pursuant to Section 6.3 of the Company Agreement in connection with any Taxes with respect to such Partner's interest in the Company for any taxable period, which ends after December 31, 2016; provided that any distribution by the Company to a Partner pursuant to this clause (v) shall not exceed the applicable Taxes owed by such Partner with respect to its interest in the Company for the applicable taxable period, as determined by the Company in consultation with the Company's accountants. Notwithstanding the foregoing, if a Partner Withdrawal is made pursuant to clause (v) of the preceding sentence and such Partner Withdrawal results in the aggregate net asset value of all Partner Investments being less than $100,000,000, then for the next twelve (12) months following such Partner Withdrawal, no Authorized Partner Withdrawal may be made pursuant to clause (ii) of the preceding sentence unless the aggregate net asset value of all Partner Investments would be greater than or equal to $100,000,000 following such Partner Withdrawal pursuant to clause (ii) of the preceding sentence.

(d) "Business Day" means any day, other than Saturday, Sunday or any other day on which banks located in the State of New York are authorized or required to close.

(e) "Claim" means any hearing, claim, suit, action, arbitration, cause of action, criminal prosecution, demand letter or Proceeding, whether at Law or at equity, before or by any Governmental Body, any arbitrator or other tribunal.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Company" has the meaning set forth in the preamble.

(h) "Company Affiliate" means (i) a Company Subsidiary, (ii) an Affiliate of the Company or a Company Subsidiary, (iii) a Partner, or (iv) a Related Person of a Partner.

(i) "Company Disclosure Documents" means a private placement memorandum, limited partnership agreement, investment management agreement or similar disclosure documents provided to a client or investor in an investment product, vehicle or account managed or advised by the Company or a Company Affiliate.

(j) "Company Marketing Materials" means any marketing, offering, publicity or similar materials prepared by the Company or a Company Affiliate with respect to the Company, any Company Subsidiary, or any Company Product.

(k) "Company Product" mean any investment product, vehicle or account managed or advised by the Company and/or a Company Affiliate.

(l) "Company Profits" shall mean, with respect to a time period, the Company's items of income and gain for such time period to the extent they exceed the Company's items of loss, expense, and deduction for such time period as determined under GAAP; provided, however, that during the Profit Share Period the Company shall only incur items of loss, expense, and deduction in a manner consistent with the Ordinary Course of Business; and, provided, further, that Company Profits shall not include any income received by the Company with respect to the Notes.

(m) "Company Revenues" shall mean, for any Revenue Share Period, the consolidated gross revenue recognized by the Company and each Company Subsidiary during such Revenue Share Period; provided, however, that Company Revenues shall not include (i) any income received by the Company with respect to the Notes, (ii) revenue from the sublease of the Company's leasehold interests in real property located at One State Street, Hartford CT 06103 to unaffiliated third parties, but only to the extent that such revenue is less than the Company's expenses with respect to such leasehold (during such Revenue Share Period), (iii) revenue from the sublease of the a Company Subsidiary's leasehold interests in real property located at 320 Park Avenue, New York, NY 10022 to unaffiliated third parties, but only to the extent that such revenue is less than such Company Subsidiary's expenses with respect to such leasehold (during such Revenue Share Period), (iv) revenue to a Company's Subsidiary attributable to the chartering of the Company Subsidiary's corporate aircraft, but only to the extent that such aircraft is operated at a net loss, and (v) revenue to the Limited Purpose Broker Dealer from payments made by the Company or Company Subsidiaries to the Limited Purpose Broker Dealer for the purpose of maintaining the Limited Purpose Broker Dealer's compliance with applicable regulatory capital requirements and related rules. Notwithstanding the foregoing, and solely for the purposes of this definition, the revenue of the Company or a Company Subsidiary derived from performance fees or other similar incentive arrangements shall only be deemed to be recognized when such amounts are crystalized.

(n) "Company Subsidiary" means a Subsidiary of the Company (including any such Subsidiaries formed after the date hereof) and each of such Subsidiaries predecessors.

(o) "Confidential Information" has the meaning set forth in Section 3(a)(i).

(p) "Covered Person" has the meaning set forth in Section 3(a)(i).

(q) "Disclosure Schedule" has the meaning set forth in Section 4(b).

(r) "Disparaging Remarks" has the meaning set forth in Section 7.

(s) "Family" means, with respect to a Person that is a natural person: (i) such Person's ancestors and issue; (ii) such Person's spouse, widow, or widower; and (iii) such Person's siblings, their spouses, and their issue.

(t) "Financial Statements" has the meaning set forth in Section 4(b)(iv).

(u) "GAAP" means United States generally accepted accounting principles, consistently applied.

(v) "Governmental Body" means the United States or any other nation and any state, province, or any municipal or political subdivision or agency or instrumentality of any of the foregoing, including any governmental, regulatory or administrative agency, any department, board or commission, any non-governmental or quasi-governmental self-regulatory agency or accreditation agency, any court or tribunal of judicial authority or any arbitrator, or any contractor or agent of any of the foregoing.

(w) "Indemnified Party" has the meaning set forth in Section 5(b).

(x) "Investment Management Agreement" has the meaning set forth in the recitals.

(y) "LAM" has the meaning set forth in the preamble.

(z) "Law" or "Laws" means all laws, rules, regulations, ordinances, orders, judgments, injunctions, decrees and other legislative, administrative or judicial restrictions.

(aa) "Lien" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse Claim, liability, interest, charge, preference, priority, proxy, transfer restriction (other than restrictions under the U.S. Securities Act of 1933, as amended, and state securities Laws), encroachment, Tax, Order, community property interest, equitable interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant or zoning restriction.

(bb) "Limited Purpose Broker Dealer" means Weiss Multi-Strategy Funds LLC, a Company Subsidiary.

(cc) "Losses" has the meaning set forth in Section 5(b).

(dd) "Managed Account" has the meaning set forth in the recitals.

(ee) "Material Adverse Effect" means any event, change, circumstance, effect or other matter that has a material adverse effect on (i) the amount of and/or (ii) timing of any payment that LAM is entitled to receive pursuant to this Agreement.

(ff) "Monetization Event" means with respect to any Person, (i) a merger or consolidation into or with any other Person, or a sale, transfer, exchange or other disposition of the equity interests of such Person in a single transaction or a series of related transactions, in each case, such that the Persons who, immediately prior to such transaction or series of related transactions, beneficially owned, directly or indirectly, at least twenty five percent (25%) of the equity interests of such party or equivalent interest in any successor entity immediately after such transaction or series of related transactions, shall cease to retain such beneficial ownership following such transaction or series of transactions; or (ii) a single transaction or series of related transactions, pursuant to which any other Person or Persons acquire all or substantially all of such Person's and its Affiliates' assets determined on a consolidated basis.

(gg) "Notes" means those certain notes set forth in Section 9(ff) of the Disclosure Schedule, which were originally issued by Banco Espirito Santo, S.A., assumed by Novo Banco, S.A. in 2014, and retransferred from Novo Banco, S.A. back to Banco Espirito Santo, S.A. by the Bank of Portugalon on December 29, 2015.

(hh) "Notional Value" has the meaning ascribed to such term in the Investment Management Agreement.

(ii) "Order" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena, settlement agreement, or verdict entered, issued, made or rendered by or with any Governmental Body, mediator or arbitrator.

(jj) "Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

(kk) "Partner" means each Person who, directly or indirectly, holds an equity interest in the Company.

(ll) "Partner Account" means the account operated on behalf of the Company by OGI Associates LLC through which the Partners trade their proprietary capital and any similar accounts managed on behalf of the Partners and their Affiliates.

(mm) "Partner Investment" means any investment by a Company Affiliate in any Partner Account.

(nn) "Partner Withdrawal" means any withdrawal, redemption or similar action by a Company Affiliate of all, or any portion of, a Partner Investment.

(oo) "Partnership Tax Audit Rules" means Sections 6221 through 6241 of the Code, as amended by section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74 and section 411 of the Protecting Americans from Tax Hikes Act of 2015, Pub. L. 114-113. div. Q, together with any guidance issued thereunder or successor provisions and any similar provision of state or local tax laws.

(pp) "Party" or "Parties" has the meaning set forth in the preamble.

(qq) "Person" means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

(rr) "Prime Rate" shall mean the "Wall Street Journal Prime Rate" of interest as listed in *The Wall Street Journal* or another rate agreed to by the Company and LAM.

(ss) "Prior Tax Period" means any taxable period that ends on or before the date hereof and the portion of any Straddle Period ending on the date hereof.

(tt) "Proceeding" means any action, proceeding, audit, lawsuit, litigation, investigation or arbitration, mediation, complaint, charge, claim, demand, hearing, inquiry, investigation or like matter (in each case, whether civil, criminal or administrative) by or before or on behalf of any Governmental Body, whether administrative, judicial or arbitral in nature.

(uu) "Proceeding Requesting Disclosure" has the meaning set forth in Section 3(a)(ii).

(vv) "Profit Share Amount" has the meaning set forth in Section 1(a).

(ww) "Profit Share Percentage" means ten percent (10%).

(xx) "Profit Share Period" means the period that starts on the date the Managed Account is funded with $250,000,000 of Notional Value, and ends on April 30, 2019.

(yy) "Reduction Percentage" has the meaning set forth in Section 1(e).

(zz) "Related Person" means, with respect to any Person that is a natural person, (i) any member of such Person's Family, and (ii) any corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization controlled by such Person or such Person's Family.

(aaa) "Representative" means, with respect to any Party, such Party's Affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, financiers, consultants, agents or any other representatives.

(bbb) "Revenue Share Amount" has the meaning set forth in Section 1(b).

(ccc) "Revenue Share Percentage" means fifteen percent (15%). Notwithstanding the foregoing, if Leucadia Funding LLC reduces its Notional Value other than in a manner permitted under the Investment Management Agreement, then the Revenue Share Percentage shall be automatically reduced to zero percent (0%). For the avoidance of doubt, there shall be no adjustment to the Revenue Share Percentage if Leucadia Funding LLC reduces its Notional Value in accordance with the terms of the Investment Management Agreement.

(ddd) "Revenue Share Period" means the period that starts immediately upon the expiration of the Profit Share Period, in the case of the initial Revenue Share Period, and for each Revenue Share Period thereafter, the period that starts on the day immediately following the last day of the preceding Revenue Share Period that ends on the earliest of the following dates: (i) the end of each calendar quarter, and (ii) any other date determined by the Parties.

(eee) "Sale Proceeds" has the meaning set forth in Section 1(e).

(fff) "Sale Proceeds Share Percentage" means nineteen and ninety-nine one hundredths percent (19.99%).

(ggg) "Sanctions" has the meaning set forth in Section 4(b)(vii).

(hhh) "Straddle Period" means any taxable year or period beginning on or before and ending after the date hereof.

(iii) "Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any manager, management board, managing director or general partner of such business

entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

(jjj) "Tax" or "Taxes" means (a) any federal, state, local, or foreign net income, gross income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, production, ad valorem, premium, windfall profits, environmental (including, but not limited to, taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding on amounts paid to or by any Person, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, unclaimed property, escheat payments, or other tax of any kind whatsoever, including any interest, penalty, or additional amounts imposed by any Governmental Body, whether disputed or not, and (b) any liability for the payment of amounts determined by reference to amounts described in clause (a) as a result of having been a member of any group of corporations that files, will file, or has filed Tax Returns on a combined, consolidated or unitary basis, as a result of any obligation under any agreement or arrangement, as a result of being a transferee or successor, or otherwise.

(kkk) "Tax Audit" means (i) the U.S. Federal income audits of the Company for taxable years 2009 and 2010, and (ii) the New York State Department of Taxation and Finance's sales and use tax audit of Weiss Multi-Strategy Advisers LLC for the period September 1, 2015 through February 28, 2018.

(lll) "Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(mmm) "Transaction Document" means the Investment Management Agreement and any other agreement entered into between Parties hereto (or their Affiliates) in connection with the diligence, discussion and/or execution of the transactions contemplated by this Agreement.

(nnn) "Unauthorized Weiss Salary Event" means the payment of salary to Weiss by the Company or the Company Subsidiaries in a fiscal year in an aggregate amount in excess of the Weiss Salary Limit for such fiscal year.

(ooo) "Unauthorized Withdrawal Event" means either (i) a Partner Withdrawal other than an Authorized Partner Withdrawal, or (ii) any distribution by the Company to a Partner pursuant to Section 6.3 of the Company Agreement in connection with any Taxes for any taxable period prior to the date hereof, including but not limited to Taxes associated with the Tax Audits (or any similar distribution from a Company Subsidiary).

(ppp) "Weiss" means George Weiss and his Related Persons.

(qqq) "Weiss Salary Limit" means, with respect to a fiscal year, the lesser of (i) $1,000,000 and (ii) the aggregate of amount of salary or guaranteed payment to be paid to Weiss by the Company and/or the Company Subsidiaries that would cause the Company Profits for such fiscal year to equal $0. For the avoidance of doubt, if the Company Profits for a fiscal year (calculated without regard to any salary or guaranteed payment paid to Weiss by the Company or any Company

Subsidiary) are equal to or less than $0, then the Weiss Salary Limit shall be $0 for such fiscal year. Notwithstanding the foregoing, the Weiss Salary Limit for 2018 shall be $1,000,000.

(rrr) "WMSA" has the meaning set forth in the recitals.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

LAM HOLDING LLC

By: _____
Name: Nick Daraviras
Title: Authorized Person

GWA, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

LAM HOLDING LLC

By: _____
Name:
Title:

GWA, LLC

By: _____
Name:
Title:

Jeffrey D. Dillabough
Senior Vice President
General Counsel

Exhibit B

GWA, LLC

$50,000,000 OF Notes

NOTE PURCHASE AGREEMENT

Dated December 3, 2019

TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1.	AUTHORIZATION OF NOTES	1
SECTION 2.	SALE AND PURCHASE OF NOTES	1
SECTION 3.	CLOSINGS	1
SECTION 4.	CONDITIONS TO CLOSING	2
SECTION 4.1.	REPRESENTATIONS AND WARRANTIES	2
SECTION 4.2.	PERFORMANCE; NO DEFAULT	2
SECTION 4.3.	PURCHASE PERMITTED BY APPLICABLE LAW, ETC	2
SECTION 4.4.	ADDITIONAL WEISS EQUITY INVESTMENTS	3
SECTION 4.5.	PAYMENT OF SPECIAL COUNSEL FEES	3
SECTION 4.6.	FUNDING INSTRUCTIONS	3
SECTION 4.7.	PROCEEDINGS AND DOCUMENTS	3
SECTION 4.8.	INVESTOR WITHDRAWAL	4
SECTION 4.9.	INVESTMENT MANAGEMENT AGREEMENT AMENDMENT	4
SECTION 5.	REPRESENTATIONS AND WARRANTIES OF THE COMPANY	4
SECTION 5.1.	ORGANIZATION; POWER AND AUTHORITY	4
SECTION 5.2.	AUTHORIZATION, ETC	4
SECTION 5.3.	COMPLIANCE WITH LAWS, OTHER INSTRUMENTS, ETC	5
SECTION 5.4.	GOVERNMENTAL AUTHORIZATIONS, ETC	5
SECTION 5.5.	LITIGATION; OBSERVANCE OF AGREEMENTS, STATUTES AND ORDERS	5
SECTION 5.6.	PRIVATE OFFERING BY THE COMPANY	5
SECTION 5.7.	USE OF PROCEEDS	6
SECTION 5.8.	STATUS UNDER CERTAIN STATUTES	6
SECTION 5.9.	INVESTMENT MANAGEMENT AGREEMENT/STRATEGIC RELATIONSHIP MANAGEMENT AGREEMENT REPRESENTATIONS	6
SECTION 6.	REPRESENTATIONS OF THE INVESTOR	6
SECTION 6.1.	PURCHASE FOR INVESTMENT	6
SECTION 7.	TERMS OF THE NOTES	7
SECTION 7.1.	MATURITY	7
SECTION 7.2.	OPTIONAL REDEMPTION	7
SECTION 7.3.	TRIGGER REDEMPTION	7
SECTION 7.4.	MATURITY; SURRENDER, ETC	7
SECTION 7.5.	PURCHASE OF NOTES	7
SECTION 7.6.	PAYMENT DUE ON NON-BUSINESS DAYS	8
SECTION 8.	AFFIRMATIVE COVENANTS	8

SECTION 8.1. COMPLIANCE WITH LAWS 8
SECTION 8.2. LIMITED LIABILITY COMPANY EXISTENCE, ETC 8
SECTION 8.3. ADDITIONAL NOTIFICATION RIGHTS 8

SECTION 9. EVENTS OF DEFAULT 9

SECTION 10. REMEDIES ON DEFAULT, ETC 9

SECTION 10.1. ACCELERATION 9
SECTION 10.2. OTHER REMEDIES 10
SECTION 10.3. NO WAIVERS OR ELECTION OF REMEDIES, EXPENSES, ETC 10

SECTION 11. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES 10

SECTION 11.1. REGISTRATION OF NOTES 10
SECTION 11.2. TRANSFER AND EXCHANGE OF NOTES 11
SECTION 11.3. REPLACEMENT OF NOTES 11

SECTION 12. PAYMENTS ON NOTES 11

SECTION 12.1. PLACE OF PAYMENT 11
SECTION 12.2. PAYMENT BY WIRE TRANSFER 11

SECTION 13. EXPENSES, ETC 12

SECTION 13.1. TRANSACTION EXPENSES 12
SECTION 13.2. CERTAIN TAXES 12
SECTION 13.3. SURVIVAL 13

SECTION 14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT 13

SECTION 15. AMENDMENT AND WAIVER 13

SECTION 15.1. REQUIREMENTS 13
SECTION 15.2. SOLICITATION OF HOLDERS OF THE NOTES 13
SECTION 15.3. BINDING EFFECT, ETC 14
SECTION 15.4. NOTES HELD BY COMPANY, ETC 14
SECTION 15.5. NOTICES 14

SECTION 16. CONFIDENTIAL INFORMATION 15

SECTION 17. MISCELLANEOUS 15

SECTION 17.1. SUCCESSORS AND ASSIGNS 15
SECTION 17.2. SEVERABILITY 15
SECTION 17.3. CONSTRUCTION, ETC 15
SECTION 17.4. COUNTERPARTS 16
SECTION 17.5. GOVERNING LAW 16
SECTION 17.6. JURISDICTION AND PROCESS; WAIVER OF JURY TRIAL 16

SCHEDULE A	—	Defined Terms
SCHEDULE 1	—	Form of Note
INVESTOR SCHEDULE	—	Information Relating to the Investor
EXHIBIT A	—	Certificate of December Additional Weiss Equity Investment
EXHIBIT B	—	Certificate of January Additional Weiss Equity Investment

GWA, LLC
Weiss Multi-Strategy Advisers LLC
320 Park Avenue
20th Floor
New York, New York 10022

$50,000,000 of Notes

December 3, 2019

TO:
JFG Funding LLC
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

GWA, LLC, a Connecticut limited liability company (the "**Company**") and Weiss Multi-Strategy Advisers LLC, a Delaware limited liability company ("**WMSA**") agree with JFG Funding LLC, a Delaware limited liability company (the "**Investor**") as follows:

Section 1. AUTHORIZATION OF NOTES.

The Company will authorize the issue and sale of $50 million aggregate principal amount of its Notes (the "**Notes**"). The Notes shall be substantially in the form set out in Schedule 1. Certain capitalized and other terms used in this Agreement are defined in Schedule A and, for purposes of this Agreement, the rules of construction set forth in Section 17.3 shall govern.

Section 2. SALE AND PURCHASE OF NOTES.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to the Investor and the Investor will purchase from the Company: (i) at the December Closing provided for in Section 3, a Note in the principal amount of $31.25 million at the purchase price of 100% of the principal amount thereof (the "**December Note**"); and (ii) at the January Closing provided for in Section 3, a Note in the principal amount of $18.75 million at the purchase price of 100% of the principal amount thereof (the "**January Note**").

Section 3. CLOSINGS.

The sale and purchase of the December Note to be purchased by the Investor shall occur at the offices of Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019, at 10:00 a.m., New York City time, at a closing (the "**December Closing**") on December 3, 2019. The sale and

purchase of the January Note to be purchased by the Investor shall occur at the offices of Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019, at 10:00 a.m., New York City time, at a closing (the "**January Closing**") on January 13, 2020. At the December Closing, the Company will deliver to the Investor the December Note to be purchased in the form of a single Note dated the date of the December Closing and registered in the Investor's name (or in the name of its nominee), against delivery by the Investor to the Company or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Company to account number [redacted] at U.S. Trust/Bank of America, ABA Number [redacted], attention: Rob Roseen. At the January Closing, the Company will deliver to the Investor the January Note to be purchased in the form of a single Note dated the date of the January Closing and registered in the Investor's name (or in the name of its nominee), against delivery by the Investor to the Company or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Company to account number [redacted] at U.S. Trust/Bank of America, ABA Number [redacted], attention: Rob Roseen. If at the Applicable Closing the Company shall fail to tender the Note to be delivered to the Investor as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to the Investor's satisfaction, the Investor shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights the Investor may have by reason of such failure by the Company to tender such Note(s) or any of the conditions specified in Section 4 not having been fulfilled to the Investor's satisfaction.

Section 4. CONDITIONS TO CLOSING.

The Investor's obligation to purchase and pay for the Note to be sold to the Investor at the Applicable Closing is subject to the fulfillment to the Investor's satisfaction, prior to or at the Applicable Closing, of the following conditions:

Section 4.1. Representations and Warranties. The representations and warranties of the Company and WMSA in this Agreement shall be correct when made and at the Applicable Closing.

Section 4.2. Performance; No Default. The Company and WMSA shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Applicable Closing, including in respect of the January Closing, not have breached any post-closing obligations of this Agreement in respect of the December Closing. Before and after giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by Section 5.7), no Default or Event of Default shall have occurred and be continuing.

Section 4.3. Purchase Permitted By Applicable Law, Etc. On the date of each Applicable Closing, the Investor's purchase of the Note shall (a) be permitted by the laws and regulations of each jurisdiction to which the Investor is subject, (b) not violate any applicable law or regulation (including Regulation T, U or X of the Board of Governors of the Federal Reserve System), (c) not subject the Investor to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof and (d)

would not cause any adverse regulatory, tax, legal or accounting effect on the Investor or its Affiliates, including any regulatory prohibition on the Company or any of its Subsidiaries retaining or transacting with Affiliates of the Investor in a manner consistent with its Ordinary Course of Business.

Section 4.4. Additional Weiss Equity Investments. (a) On or before the date of the December Closing, (i) the members of the Company shall contribute $12.5 million in the aggregate to the Company in exchange for additional Interests as defined in and subject to the terms of the Company Agreement on terms and conditions reasonably satisfactory to the Investor (the "**December Additional Weiss Equity Investment**"), (ii) a Senior Financial Officer of the Company shall deliver to the Investor a certificate in the form set forth on Exhibit A indicating that the December Additional Weiss Equity Investment has been made and (iii) a Senior Financial Officer of the Company shall deliver to the Investor evidence demonstrating that the December Additional Weiss Equity Investment has been made; and

(b) On or before the date of the January Closing, (i) the members of the Company shall contribute $7.5 million in the aggregate to the Company in exchange for additional Interests as defined in and subject to the terms of the Company Agreement on terms and conditions reasonably satisfactory to the Investor (the "**January Additional Weiss Equity Investment**"), (ii) a Senior Financial Officer of the Company shall deliver to the Investor a certificate in the form set forth on Exhibit B indicating that the January Additional Weiss Equity Investment has been made and (iii) a Senior Financial Officer of the Company shall deliver to the Investor evidence demonstrating that the January Additional Weiss Equity Investment has been made.

Section 4.5. Payment of Special Counsel Fees. Without limiting Section 13.1, the Company shall have paid on or before the December Closing the fees, charges and disbursements of Sidley Austin LLP, the Investor's special counsel, to the extent reflected in a statement of such counsel rendered to the Company on the December Closing. If there are additional special counsel fees subsequent to the December Closing but prior to the January Closing, the Company shall pay such amounts prior to the January Closing to the extent reflected in a statement of such counsel rendered to the Company on the January Closing.

Section 4.6. Funding Instructions. At least one Business Day prior to the date of the Applicable Closing, the Investor shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming the information specified in Section 3 including (i) the name and address of the transferee bank, (ii) such transferee bank's ABA number and (iii) the account name and number into which the purchase price for the Note is to be deposited.

Section 4.7. Proceedings and Documents. All limited liability company and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be satisfactory to the Investor and its special counsel, and the Investor and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as the Investor or such special counsel may reasonably request.

Section 4.8. Account Withdrawal. Jefferies Strategic Investments, LLC (f/k/a Leucadia Funding LLC), an affiliate of the Investor ("**JSI**"), shall have been permitted to withdraw (i) $31.25 million from the Account on the date of the December Closing notwithstanding the Lock-Up Period (the "**December Account Withdrawal**") and (ii) $18.75 million from the Account on the date of the January Closing notwithstanding the Lock-Up Period (the "**January Account Withdrawal**"). As a result of each of the December Account Withdrawal and the January Account Withdrawal, the Notional Value of the Account shall be reduced correspondingly. WMSA acknowledges and agrees that each of the December Account Withdrawal and the January Account Withdrawal (i) shall not be deemed to be a breach of the Investment Management Agreement, (ii) shall not result in the end of a Performance Period or the calculation and payment of a Performance Fee, notwithstanding Section 1.1 of Schedule D of the Investment Management Agreement, (iii) shall not result in any adjustment of the Revenue Share Percentage, notwithstanding Section 9(ccc) of the Strategic Relationship Agreement, and (iv) shall not otherwise affect the Investor's rights under the Investment Management Agreement or the Strategic Relationship Agreement.

Section 4.9. Investment Management Agreement Amendment. Following the December Closing, Section 10.5(b) of the Investment Management Agreement shall have been amended and restated in its entirety by deleting such Section and replacing such Section with the following:

"(b) upon the second anniversary of the funding of the Account, the Client may withdraw 50% of any amounts in the Account above the Adjusted Initial Notional Value of the Account on or about the Effective Date resulting from the appreciation of the Account, upon at least thirty (30) days' written notice to the Manager. "Adjusted Initial Notional Value" means the initial Notional Value of the Account *minus* any withdrawals contemplated and authorized by the Note Purchase Agreement; or"

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND WMSA.

Each of the Company and WMSA represents, warrants and agrees as to the Investor as of each of the December Closing and the January Closing that:

Section 5.1. Organization; Power and Authority. The Company is a Connecticut limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the limited liability company power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement and the Notes and to perform the provisions hereof and thereof.

Section 5.2. Authorization, Etc. This Agreement and the Notes have been duly authorized by all necessary limited liability company action on the part of the Company, and this Agreement constitutes, and upon execution and delivery thereof the Notes will constitute, a legal,

valid and binding obligation of the Company, enforceable against the Company, in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.3. Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Company of this Agreement and the Notes will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, limited liability company agreement or other charter documents, regulations or by-laws, or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary. For the avoidance of doubt, the Investor hereby gives its consent to the issuance of the Notes pursuant to Section 2(a)(iv) of the Strategic Relationship Agreement.

Section 5.4. Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement or the Notes.

Section 5.5. Litigation; Observance of Agreements, Statutes and Orders. (a) There are no actions, suits, investigations or proceedings pending or, to the best knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is (i) in default under any agreement or instrument to which it is a party or by which it is bound, (ii) in violation of any order, judgment, decree or ruling of any court, any arbitrator of any kind or any Governmental Authority or (iii) in violation of any applicable law, ordinance, rule or regulation of any Governmental Authority (including Environmental Laws and the USA PATRIOT Act), which default or violation could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.6. Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the Notes or any similar Securities for sale to, or solicited any offer to buy the Notes or any similar Securities from, or otherwise approached or negotiated in respect thereof with, any Person other than the Investor, which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of

section 5 of the Securities Act or to the registration requirements of any Securities or blue sky laws of any applicable jurisdiction.

Section 5.7. Use of Proceeds. Each of the Company and WMSA covenants that (a) The Company will apply the proceeds of the sale of the Notes hereunder and each of the December Additional Weiss Equity Investment and the January Additional Weiss Equity Investment to invest in OGI Associates, LLC ("**OGI**"), a subsidiary of the Company. Following such investment in OGI, such amounts may not be withdrawn by the Company except to (i) fund the Company's operating expenses that are incurred in the Ordinary Course of Business, (ii) make capital investments on terms and conditions reasonably satisfactory to the Investor, (iii) repurchase the Notes pursuant to their terms or (iv) fund an Authorized Partner Withdrawal, subject to the condition that the Company provide the Investor with 5 Business Days' prior notice written notice of any such Authorized Partner Withdrawal for so long as the Notes are outstanding. For the avoidance of doubt, the capital investments referred to in Section 5.7(a)(ii) will be subject to the prior written approval of the Investor.

(b) No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). As used in this Section, the terms "**margin stock**" and "**purpose of buying or carrying**" shall have the meanings assigned to them in said Regulation U.

Section 5.8. Status under Certain Statutes. Neither the Company nor any Subsidiary is subject to regulation, or will, following the issuance and sale of the Notes pursuant to this Agreement, be subject to regulation under the Investment Company Act of 1940, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 5.9. Additional Representations. (a) All of the representations and warranties that it has made pursuant to the Investment Management Agreement or the Strategic Relationship Agreement, as applicable, are true and correct, (b) there has not been any breach of its obligations, covenants, representations or warranties that has not previously been disclosed to JSI under the Investment Management Agreement or the Strategic Relationship Agreement, as applicable, and (c) all information that it has provided to JSI in connection with (i) the Investment Management Agreement or the Strategic Relationship Agreement or (ii) the negotiation of this Agreement, the issuance and sale of the Notes and any transactions related to the foregoing is true, accurate and correct in all material respects.

Section 6. REPRESENTATIONS OF THE INVESTOR.

Section 6.1. Purchase for Investment. The Investor represents that it is purchasing the Notes for its own account or for one or more separate accounts maintained by it, *provided* that the disposition of the Investor's property shall at all times be within the Investor's control. The Investor understands that the Notes have not been registered under the Securities Act and may be

resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Notes.

Section 7. TERMS OF THE NOTES.

Section 7.1. Maturity. (i) The December Note will mature on December 3, 2024 (the "**December Maturity Date**"), subject to Optional Redemption by the Company or the Investor and Trigger Redemption by the Investor; and (ii) the January Note will mature on January 13, 2025 (the "**January Maturity Date**"), subject to Optional Redemption by the Company or the Investor and Trigger Redemption by the Investor. Unless the December Note shall have been previously redeemed via an Optional Redemption or a Trigger Redemption, on the December Maturity Date the Company will pay the Investor the Redemption Payment and the December Note will cease to be outstanding upon payment in full thereof. Unless the January Note shall have been previously redeemed via an Optional Redemption or a Trigger Redemption, on the January Maturity Date the Company will pay the Investor the Redemption Payment and the January Note will cease to be outstanding upon payment in full thereof.

Section 7.2. Optional Redemption. Each of the Company and the Investor shall have the right to redeem each Note, in whole but not in part, on each applicable Optional Redemption Date (an "**Optional Redemption**") by at least 10 calendar days' prior written notice to the other party prior to the applicable Optional Redemption Date, and the Company will pay the Investor the Redemption Payment on the applicable Optional Redemption Date and the applicable Note will cease to be outstanding upon payment in full thereof.

Section 7.3. Trigger Redemption. The Investor shall have the right to redeem the Notes, in whole but not in part, at any time following the occurrence of either (a) Cause by prior written notice to the Company at any time or (b) a Members Equity Event by at least 10 calendar days' prior written notice to the Company (any such redemption, a "**Trigger Redemption**"). If the Notes are redeemed pursuant to a Trigger Redemption, the Company will pay the Investor the Redemption Payment on the date specified by the Investor in the applicable notice (the "**Trigger Redemption Date**") and the Notes will cease to be outstanding upon payment in full thereof.

Section 7.4. Maturity; Surrender, Etc. In the case of each Optional Redemption, Trigger Redemption or maturity pursuant to this Section 7, the Redemption Payment shall become due and payable on the applicable Optional Redemption Date, Trigger Redemption Date or Applicable Maturity Date, as applicable. From and after such date, unless the Company shall fail to pay such Redemption Payment when so due and payable, interest on such Redemption Payment shall not accrue. Any Note paid in full shall be surrendered to the Company and cancelled and shall not be reissued.

Section 7.5. Purchase of Notes. The Company will not, and will not permit any Affiliate, to purchase, redeem, prepay or otherwise acquire, directly or indirectly, the outstanding Notes except upon the payment of the Notes in accordance with this Agreement and the Notes. The Company will promptly cancel the Notes acquired by it or any Affiliate pursuant to any

payment of the Notes pursuant to this Agreement and no Notes may be issued in substitution or exchange for any such Note.

Section 7.6. Payment Due on Non-Business Days. Anything in this Agreement or the Notes to the contrary notwithstanding, any payment of the Redemption Payment on the Notes that is due on a date that is not a Business Day shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of the Redemption Payment payable on such next succeeding Business Day.

Section 8. AFFIRMATIVE COVENANTS.

The Company covenants that so long as each Note is outstanding:

Section 8.1. Compliance with Laws. The Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject (including ERISA, Environmental Laws and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 8.2. Limited Liability Company Existence, Etc. The Company will at all times preserve and keep its limited liability company existence in full force and effect. The Company will at all times preserve and keep in full force and effect the organizational existence of each of its Subsidiaries (unless merged into the Company or a Wholly Owned Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such organizational existence, right or franchise could not, individually or in the aggregate, have a Material Adverse Effect.

Section 8.3. Additional Notification Rights. The Company shall notify the Investor promptly in writing if it has reason to believe that the Members Equity as of any given day would be or is equal to or less than (a) $25 million or (b) $10 million, in each case, calculated as if the Notes had been redeemed in full as of such day. For purposes of clarity, the Company's obligation to give notice to the Investor pursuant to clause (a) shall be triggered on each day when the Members Equity falls from an amount higher than $25 million to an amount equal to or lower than $25 million (*i.e.*, there is no obligation to provide notice to the Investor if the Members Equity previously fell to an amount equal or lower than $25 million and then continued on subsequent days to not exceed $25 million until either (i) it equaled or exceeded $25 million on a subsequent day or (ii) fell to or less than $10 million in accordance with clause (b) above).

Section 9. EVENTS OF DEFAULT.

An "**Event of Default**" shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Company defaults in the payment of the Redemption Payment on any Note when the same becomes due and payable; or

(b) (i) the Company defaults in the performance of or compliance with any other term contained in this Agreement or any Note or (ii) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in this Agreement, the Investment Management Agreement or the Strategic Relationship Agreement or any writing furnished in connection with the transactions contemplated hereby proves to have been false or incorrect in any material respect on the date as of which it was made; or

(c) the Company or any Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes limited liability company action for the purpose of any of the foregoing; or

(d) a court or other Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Subsidiaries, or any such petition shall be filed against the Company or any of its Subsidiaries and such petition shall not be dismissed within 60 days; or

(e) any event occurs with respect to the Company or any Subsidiary which, under the laws of any jurisdiction, is analogous to any of the events described in Section 9(b).

Section 10. REMEDIES ON DEFAULT, ETC.

Section 10.1. Acceleration. (a) If an Event of Default with respect to the Company described in Section 9(a), (c), (d) or (e) (other than an Event of Default described in clause (i) of Section 9(c) or described in clause (vi) of Section 9(c) by virtue of the fact that such clause encompasses clause (i) of Section 9(c) has occurred), the Notes shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, any holder of the Notes may at any time at its option, by notice to the Company, declare the Notes to be immediately due and payable.

Upon the Notes becoming due and payable under this Section 10.1, whether automatically or by declaration, the Notes will forthwith mature and the Redemption Payment, plus any interest accrued thereon at the Default Rate, shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived.

Section 10.2. Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether the Notes have become or have been declared immediately due and payable under Section 10.1, the holders of the Notes at the time outstanding may proceed to protect and enforce the rights of such holders by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in the Notes, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise. Nothing set forth in this Agreement shall have any effect on any of the remedies available to JSI pursuant to the Investment Management Agreement or the Strategic Relationship Agreement.

Section 10.3. No Waivers or Election of Remedies, Expenses, Etc. No course of dealing and no delay on the part of any holder of the Notes in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 13, the Company will pay to each holder of a Note, on demand, such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 10, including reasonable attorneys' fees, expenses and disbursements. This Section 10.3 shall also be deemed to apply to the JSI's rights under the Strategic Relationship Agreement and the Investment Management Agreement.

Section 11. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

Section 11.1. Registration of Notes. The Company shall keep at its principal executive office a register for the registration and registration of transfers of the Notes. The name and address of each holder of the Notes, each transfer thereof and the name and address of each transferee of the Notes shall be registered in such register. If any holder of the Notes is a nominee, then (a) the name and address of the beneficial owner of the Notes shall also be registered in such register as an owner and holder thereof and (b) at any such beneficial owner's option, either such beneficial owner or its nominee may execute any amendment, waiver or consent pursuant to this Agreement. Prior to due presentment for registration of transfer, the Person in whose name the Notes shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary.

Section 11.2. Transfer and Exchange of Notes. (a) Upon surrender of a Note to the Company at the address and to the attention of the designated officer (all as specified in Section 15.5(iii)), for registration of transfer or exchange (and, in the case of a surrender for registration of a transfer accompanied by a written instrument of transfer, duly executed by the registered holder of the Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Note or part thereof), within 2 Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), a new Note (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. The new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Schedule 1. The new Note shall be dated the date of the surrendered Note. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of a Note. The Notes shall not be transferred in denominations of less than $1 million.

(b) For the avoidance of doubt, transfer of a Note by the Investor or a transferee to any Affiliate thereof will not be subject to the consent of the Company or WMSA.

Section 11.3. Replacement of Notes. Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 15.5(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of a Note, and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (*provided* that if the holder of such Note is, or is a nominee for, the Investor) such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory, or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within 2 Business Days thereafter, the Company, at its own expense shall execute and deliver, in lieu thereof, a new Note, dated the date of such lost, stolen, destroyed or mutilated Note.

Section 12. PAYMENTS ON NOTES.

Section 12.1. Place of Payment. Subject to Section 12.2, payments of the Redemption Payment becoming due and payable on the Notes shall be made in New York, New York at the principal office of WMSA in such jurisdiction. The Company may at any time, by notice to the holders of the Notes, change the place of payment of the Notes so long as such place of payment shall be either the principal office of WMSA in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

Section 12.2. Payment by Wire Transfer. So long as the Investor or its nominee shall be the holder of the Notes, and notwithstanding anything contained in Section 12.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for the Redemption Payment and all other amounts becoming due hereunder by the method and at the address specified for such purpose below the Investor's name in the Investor Schedule, or by such other method or

at such other address as the Investor shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of the Note, the Investor shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 12.1. Prior to any sale or other disposition of the Note held by the Investor or its nominee, the Investor will surrender such Note to the Company in exchange for a new Note pursuant to Section 11.2.

Section 13. EXPENSES, ETC.

Section 13.1. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will pay all costs and expenses (including attorneys' fees of a special counsel and, if reasonably required by the Required Holder, local or other counsel) incurred by the Investor in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement, the Notes, the Investment Management Agreement and the Strategic Relationship Agreement (whether or not such amendment, waiver or consent becomes effective), including: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Notes, or by reason of being a holder of the Notes and (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work out or restructuring of the transactions contemplated hereby and by the Notes.

The Company will pay, and will save the Investor harmless from, (i) all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by the Investor or other holder in connection with its purchase of the Notes), (ii) any and all wire transfer fees that any bank or other financial institution deducts from any payment under such Note to such holder or otherwise charges to a holder of the Notes with respect to a payment under such Note and (iii) any judgment, liability, claim, order, decree, fine, penalty, cost, fee, expense (including reasonable attorneys' fees and expenses) or obligation resulting from the consummation of the transactions contemplated hereby, including the use of the proceeds of the Notes by the Company.

Section 13.2. Certain Taxes. (a) The Company agrees to pay all stamp, documentary or similar taxes or fees which may be payable in respect of the execution and delivery or the enforcement of this Agreement or the execution and delivery (but not the transfer) or the enforcement of the Notes in the United States or any other jurisdiction where the Company has assets or of any amendment of, or waiver or consent under or with respect to, this Agreement or of the Notes, and to pay any value added tax due and payable in respect of reimbursement of costs and expenses by the Company pursuant to this Section 13, and will save each holder of the Notes, to the extent permitted by applicable law, harmless against any loss or liability resulting from

nonpayment or a delay in payment of any such tax or fee required to be paid by the Company hereunder.

(b) The Company and the Investor agree to treat each Note as a prepaid derivative financial contract issued by the Company to the Investor for U.S. federal income tax purposes. The parties shall report income and expense in accordance with the "wait and see" method of accounting.

Section 13.3. Survival. The obligations of the Company under this Section 13 will survive the payment or transfer of the Notes, the enforcement, amendment or waiver of any provision of this Agreement, the Notes, and the termination of this Agreement.

Section 14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by the Investor of the Notes or a portion thereof or interest therein and the payment of the Notes, and may be relied upon by any subsequent holder of the Notes, regardless of any investigation made at any time by or on behalf of the Investor or any other holder of the Notes. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement, the Notes, the Investment Management Agreement and the Strategic Relationship Agreement embody the entire agreement and understanding between the JSI and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 15. AMENDMENT AND WAIVER.

Section 15.1. Requirements. This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), only with the written consent of the Company, WMSA and the Required Holder.

Section 15.2. Solicitation of Holders of the Notes.

(a) *Solicitation.* The Company will provide any holders of the Notes with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holders to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to this Section 15 to the holders of the Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of the Notes.

(b) *Payment.* The Company will not, directly or indirectly, pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to a holder of the Notes as consideration for or as an inducement to the entering into by such holder of any waiver or amendment of any of the terms

and provisions hereof or the Notes unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to the holders of the Notes, even if such holders did not consent to such waiver or amendment.

(c) *Consent in Contemplation of Transfer*. Any consent given pursuant to this Section 15 by a holder of a Note that has transferred or has agreed to transfer a Note to (i) the Company, (ii) any Subsidiary or any other Affiliate or (iii) any other Person in connection with, or in anticipation of, such other Person acquiring, making a tender offer for or merging with the Company and/or any of its Affiliates, in each case in connection with such consent, shall be void and of no force or effect, except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent shall be void and of no force or effect except solely as to such holder.

Section 15.3. Binding Effect, Etc. Any amendment or waiver consented to as provided in this Section 15 is binding upon a holder and upon each future holder of a Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and any holder of a Note and no delay in exercising any rights hereunder or under a Note shall operate as a waiver of any rights of the holder of such Note.

Section 15.4. Notes Held by Company, Etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of the Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Notes, or have directed the taking of any action provided herein or the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of the Notes then outstanding, the Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

Section 15.5. Notices.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by an internationally recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by an internationally recognized overnight delivery service (charges prepaid). Any such notice must be sent:

(i) if to the Investor or its nominee, to the Investor or nominee at the address specified for such communications in the Investor Schedule, or at such other address as the Investor or nominee shall have specified to the Company in writing,

(ii) if to any other holder of a Note, to such holder at such address as such other holder shall have specified to the Company in writing, or

(iii) if to the Company, to the Company at its address set forth at the beginning hereof to the attention of Jeffrey Dillabough, or at such other address as the Company shall have specified to the holder of a Note in writing.

Notices under this Section 15 will be deemed given only when actually received.

Section 16. CONFIDENTIAL INFORMATION.

Any information regarding the Notes and the related transactions described in this Agreement will be treated as "Confidential Information" per the Strategic Relationship Agreement.

Section 17. MISCELLANEOUS.

Section 17.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including any subsequent holder of a Note) whether so expressed or not, except that the Company and WMSA may not assign or otherwise transfer any of its rights or obligations hereunder or under the Notes without the prior written consent of the Investor. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Agreement.

Section 17.2. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 17.3. Construction, Etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Defined terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein) and, for purposes of the Notes, shall also include any such note issued in substitution therefor pursuant to Section 11, (b) subject to Section 17.1,

any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections and Schedules shall be construed to refer to Sections of, and Schedules to, this Agreement, and (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time.

Section 17.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 17.5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 17.6. Jurisdiction and Process; Waiver of Jury Trial. (a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, the City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or a Note. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in Section 17.6(a) brought in any such court shall be conclusive and binding upon it, subject to rights of appeal, as the case may be, and may be enforced in the courts of the United States of America or the State of New York (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment.

(c) The Company consents to process being served by or on behalf of any holder of a Note in any suit, action or proceeding of the nature referred to in Section 17.6(a) by mailing a copy thereof by registered, certified, priority or express mail (or any substantially similar form of mail), postage prepaid, return receipt or delivery confirmation requested, to it at its address specified in Section 15.5 or at such other address of which such holder shall then have been notified pursuant to said Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(d) Nothing in this Section 17.6 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that any holder of a Note may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(e) The parties hereto hereby waive trial by jury in any action brought on or with respect to this Agreement, the Notes or any other document executed in connection herewith or therewith.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you, the Company and WMSA.

Very truly yours,

GWA, LLC

By _____
Name: Jay Tucker
Title: COO

Weiss Multi-Strategy Advisers LLC

By _____
Name: Jay Tucker
Title: COO

This Agreement is hereby accepted and agreed to as of the date hereof.

JFG Funding LLC

By _____
Name:
Title:

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you, the Company and WMSA.

Very truly yours,

GWA, LLC

By _____
Name:
Title:

Weiss Multi-Strategy Advisers LLC

By _____
Name:
Title:

This Agreement is hereby accepted and agreed to as of the date hereof.

JFG Funding LLC

By _____
Name: Nick Daraviras
Title: Authorized Person

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"**Account**" shall have the meaning given to it in the Investment Management Agreement.

"**Affiliate**" means, at any time, and with respect to any Person, any other Person that at such time, directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and, with respect to the Company, shall include any Person beneficially owning or holding, directly or indirectly, 10% or more of any class of voting or equity interests of the Company or any Subsidiary or any Person of which the Company and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 10% or more of any class of voting or equity interests. Unless the context otherwise clearly requires, any reference to an "Affiliate" is a reference to an Affiliate of the Company.

"**Agreement**" means this Note Purchase Agreement, including all Schedules and Exhibits attached to this Agreement.

"**Applicable Closing**" means the December Closing with respect to the December Note and the January Closing with respect to the January Note.

"**Applicable Maturity Date**" means the December Maturity Date with respect to the December Note and the January Maturity Date with respect to the January Note.

"**Authorized Partner Withdrawal**" shall have the meaning given to it in the Strategic Relationship Agreement.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York, are required or authorized to be closed.

"**Cause**" shall have the meaning given to it in the Investment Management Agreement.

"**Code**" means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder from time to time.

"**Company**" is defined in the first paragraph of this Agreement.

"Company Agreement" means the Second Amended and Restated Operating Agreement of the Company dated as of July 15, 2008.

"**Confidential Information**" is defined in Section 16.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting

securities, by contract or otherwise; and the terms "**Controlled**" and "**Controlling**" shall have meanings correlative to the foregoing.

"**December Account Withdrawal**" is defined in Section 4.8.

"**December Additional Weiss Equity Investment**" is defined in Section 4.4.

"**December Closing**" is defined in Section 3.

"**December Maturity Date**" is defined in Section 7.1.

"**December Note**" is defined in Section 3.

"**Default**" means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"**Default Rate**" means the sum of (a) the Prime Rate, as published in H.15, or another electronic source used for displaying that rate, opposite the heading "Bank prime loan" plus (b) 5%. If the Prime Rate cannot be determined as described above, JSI shall determine the Prime Rate in a commercially reasonable manner.

"**Environmental Laws**" means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Materials.

"**ERISA**" means the Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder from time to time in effect.

"**Event of Default**" is defined in Section 9.

"**Governmental Authority**" means

(a) the government of

(i) the United States of America or any state or other political subdivision thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"**H.15**" means statistical release of H.15, available through the website of the Board of Governors of the Federal Reserve System, at http://www.federalreserve.gov/releases/h15, or any successor site or publication.

"**Hazardous Materials**" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead-based paint, radon gas or similar restricted, prohibited or penalized substances.

"**holder**" means, with respect to the Notes, the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 11.1, *provided, however*, that if such Person is a nominee, then for the purposes of Sections 10, 15.2 and 15.5 and any related definitions in this Schedule A, "holder" shall mean the beneficial owner of such Note whose name and address appears in such register.

"**Interest**" shall have the meaning given to it in the Company Agreement.

"**Investment Management Agreement**" means the Investment Management Agreement dated as of May 1, 2018 between WMSA and JSI.

"**Investor**" is defined in Section 2.

"**January Account Withdrawal**" is defined in Section 4.8.

"**January Additional Weiss Equity Investment**" is defined in Section 4.4.

"**January Closing**" is defined in Section 3.

"**January Maturity Date**" is defined in Section 7.1.

"**January Note**" is defined in Section 3.

"**JSI**" is defined in Section 4.8.

"**Lien**" means, with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

"**Lock-Up Period**" shall have the meaning given to it in the Investment Management Agreement.

"**Material**" means material in relation to the business, operations, affairs, financial condition, assets, properties or prospects of the Company and its Subsidiaries, taken as a whole.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries, (b) the ability of the Company to perform its obligations under this Agreement and the Notes or (c) the validity or enforceability of this Agreement or the Notes.

"Members Equity" means the member's equity of the Company.

"**Members Equity Event**" shall be deemed to have occurred if, on any day, the Members Equity is equal to or less than $10 million, calculated as if the Notes had been redeemed in full as of such day.

"**Notes**" is defined in Section 1.

"**Notional Value**" shall have the meaning given to it in the Investment Management Agreement.

"**OGI**" is defined in Section 5.7.

"**Optional Redemption**" is defined in Section 7.2.

"**Optional Redemption Date**" means (i) with respect to the December Note, monthly, on the last calendar day of each month, beginning the third anniversary of the December Closing; and (ii) with respect to the January Note, monthly, on the last calendar day of each month, beginning the third anniversary of the January Closing.

"Ordinary Course of Business" shall have the meaning given to it in the Strategic Relationship Agreement.

"**Redemption Payment**" will, for each Note, track the return in the Account from the Applicable Closing to the applicable Optional Redemption Date, Trigger Redemption Date or Applicable Maturity Date, as applicable, calculated as follows:

Initial Principal Amount x (1 + Account Return)

where:

"**Account Return**" means (Final Account Value – Initial Account Value) divided by Initial Account Value, as adjusted to take into account any additional contributions to or withdrawals from the Account;

"**Final Account Value**" means the Notional Value of the Account on the applicable Optional Redemption Date or Trigger Redemption Date or the Applicable Maturity Date, disregarding the effect of any withdrawals since, in the

case of the December Note, the December Account Withdrawal, and, in the case of the January Note, the January Account Withdrawal;

"**Initial Account Value**" means, (i) with respect to the December Note, the Notional Value of the Account on the December Closing, after giving effect to the December Account Withdrawal; and (ii) with respect to the January Note, the Notional Value of the Account on the January Closing, after giving effect to the January Account Withdrawal; and

"**Initial Principal Amount**" means (i) with respect to the December Note, $31.25 million; and (ii) with respect to the January Note, $18.75 million.

If there is any dispute regarding the Initial Account Value or the Final Account Value, such dispute shall be resolved pursuant to the dispute resolution provisions set forth in Schedule D, Paragraph 1.5 of the Investment Management Agreement.

"**Performance Fee**" shall have the meaning given to it in the Investment Management Agreement.

"**Person**" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

"**property**" or "**properties**" means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

"**Investor Schedule**" means the Investor Schedule to this Agreement listing the Investor of the Notes and including its notice and payment information.

"**Required Holder**" means (i) with respect to the December Note at any time on or after the December Closing, the holder of 100% in principal amount of the December Note at the time outstanding; and (ii) with respect to the January Note at any time on or after the January Closing, the holder of 100% in principal amount of the January Note at the time outstanding.

"**Responsible Officer**" means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

"**Revenue Share Percentage**" has the meaning given to it in the Strategic Relationship Agreement.

"**Securities**" or "**Security**" shall have the meaning specified in section 2(1) of the Securities Act.

"**Securities Act**" means the Securities Act of 1933 and the rules and regulations promulgated thereunder from time to time in effect.

"**Senior Financial Officer**" means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

"**Strategic Relationship Agreement**" the Strategic Relationship Agreement dated as of May 1, 2018 by and between LAM Holding LLC and the Company, which agreement has been assigned by LAM Holding LLC to Jefferies Asset Management Holdings LLC pursuant to an Assignment and Assumption Agreement dated as of October 18, 2018.

"**Subsidiary**" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.

"**Trigger Redemption**" is defined in Section 7.3.

"**Trigger Redemption Date**" means the date specified by Investor in the applicable notice delivered to the Company to effectuate a Trigger Redemption. If a Trigger Redemption Date is not a date on which the Notional Value of the Account would otherwise be calculated, WMSA shall, at its own expense, calculate the Notional Value of the Account on such Trigger Redemption Date.

"**USA PATRIOT Act**" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the rules and regulations promulgated thereunder from time to time in effect.

"**Wholly Owned Subsidiary**" means, at any time, any Subsidiary, all of the equity interests (except directors' qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company's other Wholly Owned Subsidiaries at such time.

"WMSA" has the meaning given to it in the first paragraph of this Agreement.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR IN ANY OTHER JURISDICTION. THE SECURITIES REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

NOTE

GWA, LLC

$50,000,000 OF NOTES

No. 1 **[*], 20[*]**
$[*]

FOR VALUE RECEIVED, the undersigned, **GWA, LLC** (herein called the "**Company**"), a Connecticut limited liability company, hereby promises to pay to JFG Funding LLC, or registered assigns, the Redemption Payment on the applicable Optional Redemption Date or Trigger Redemption Date or the Applicable Maturity Date, with interest (computed on the basis of a 360-day year of 12 30-day months), to the extent permitted by law, on any overdue payment of Redemption Payment at a rate per annum from time to time equal to the Default Rate.

Payment of the Redemption Amount with respect to the Note is to be made in lawful money of the United States of America at New York, New York or at such other place as the Company shall have designated by written notice to the holder of the Note as provided in the Note Purchase Agreement referred to below.

The Note (herein called the "**Note**") is issued pursuant to the Note Purchase Agreement, dated December 3, 2019 (as from time to time amended, the "**Note Purchase Agreement**"), by and among the Company, Weiss Multi-Strategy Advisers LLC and JFG Funding LLC and is entitled to the benefits thereof. The holder of the Note will be deemed, by its acceptance hereof, to have agreed to the confidentiality provisions set forth in Section 16 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in the Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

The Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of the Note for registration of transfer accompanied by a written instrument of transfer

duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is not subject to prepayment.

If an Event of Default occurs and is continuing, the Redemption Payment of the Note may be declared or otherwise become due and payable in the manner, at the price and with the effect provided in the Note Purchase Agreement.

The Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of the Note shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

GWA, LLC

By _____
Name:
Title:

GWA, LLC

INFORMATION RELATING TO THE INVESTOR

NAME AND ADDRESS OF THE INVESTOR	PRINCIPAL AMOUNT OF NOTES TO BE PURCHASED
JFG FUNDING LLC 520 Madison Avenue New York, NY 10022	$31,250,000 of December Note $18,750,000 of January Note

(1) All payments by wire transfer of immediately available funds to:

Bank of New York
1 Wall Street, New York, NY 10005
ABA: [redacted]
Account #: [redacted]
Account Name: Jefferies LLC
For Benefit Of: JFG Funding LLC
For Further Credit To: 113-00156

with sufficient information to identify the source and application of such funds.

(2) All notices of payments and written confirmations of such wire transfers:

JFG Funding LLC
520 Madison Avenue, New York, NY 10022
Attn: Rocco Nittoli/Michelle Lehman
Email: rnittoli@jefferies.com/
michelle.lehman@jefferies.com
Tel: 212.358.6540 / 212.284.2598

(3) All other communications:
JFG Funding LLC
520 Madison Avenue New York, NY 10022
Attn: General Counsel

(4) U.S. Tax Identification Number: 13-2615557

INVESTOR SCHEDULE
(to Note Purchase Agreement)

December Additional Weiss Equity Investment Certificate
(the "Certificate")

December 3, 2019

This Certificate is being delivered pursuant to Section 4.4 of the Note Purchase Agreement (the "**Note Purchase Agreement**") dated as of December 3, 2019 (the "**Effective Date**"), by and among: GWA, LLC, a Connecticut limited liability company (the "**Company**"), Weiss Multi-Strategy Advisers LLC, a Delaware limited liability company and JFG Funding LLC, a Delaware limited liability company (the "**Investor**"). All capitalized terms used but not defined in this Certificate shall have the meanings set forth in the Note Purchase Agreement.

I, the undersigned, being a Senior Financial Officer of the Company, hereby certify as follows:

1. On or before the date of the December Closing, the members of the Company contributed $12.5 million in the aggregate to the Company in exchange for additional Interests (the "**December Additional Weiss Equity Investment**"), and such December Additional Weiss Equity Investment has not, as of the date hereof, been withdrawn.

2. The proceeds of the December Additional Weiss Equity Investment have not been used for any purpose other than in accordance with Section 5.7 of the Note Purchase Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on behalf of the Company (and not in his individual capacity) on and as of the date first written above.

GWA, LLC

By:_____
Name:
Title: Chief Financial Officer

Certificate of January Additional Weiss Equity Investment

January Additional Weiss Equity Investment Certificate
(the "Certificate")

January 13, 2020

This Certificate is being delivered pursuant to Section 4.4 of the Note Purchase Agreement (the "**Note Purchase Agreement**") dated as of December 3, 2019 (the "**Effective Date**"), by and among: GWA, LLC, a Connecticut limited liability company (the "**Company**"), Weiss Multi-Strategy Advisers LLC, a Delaware limited liability company and JFG Funding LLC, a Delaware limited liability company (the "**Investor**").

WHEREAS, pursuant to Section 4.4 of the Note Purchase Agreement, on or before the date thereof, the members of the Company contributed $12.5 million in the aggregate to the Company in exchange for additional Interests on terms and conditions reasonably satisfactory to the Investor (the "**December Additional Weiss Equity Investment**"); and

WHEREAS, in connection therewith, the Senior Financial Officer of the Company delivered to the Investor a certificate, dated December 3, 2019, indicating that the December Additional Weiss Equity Investment had been made.

All capitalized terms used but not defined in this Certificate shall have the meanings set forth in the Note Purchase Agreement.

I, the undersigned, being a Senior Financial Officer of the Company, hereby certify as follows:

1. On or before January 13, 2020, the members of the Company contributed $7.5 million in the aggregate to the Company in exchange for additional Interests (the "**January Additional Weiss Equity Investment**"), and such January Additional Weiss Equity Investment has not, as of the date hereof, been withdrawn.

2. The proceeds of the January Additional Weiss Equity Investment have not been used for any purpose other than in accordance with Section 5.7 of the Note Purchase Agreement.

3. The December Additional Weiss Equity Investment has not, as of the date hereof, been withdrawn.

4. The proceeds of the December Additional Weiss Equity Investment have not been used for any purpose other than in accordance with Section 5.7 of the Note Purchase Agreement.

[*Signature Page Follows*]

EXHIBIT B
(to Note Purchase Agreement)

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on behalf of the Company (and not in his individual capacity) on and as of the date first written above.

GWA, LLC

By:_____
Name:
Title: Chief Financial Officer

Exhibit C

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR IN ANY OTHER JURISDICTION. THE SECURITIES REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

NOTE

GWA, LLC

$50,000,000 OF NOTES

No. 2
$18,750,000.00

January 13, 2020

FOR VALUE RECEIVED, the undersigned, **GWA, LLC** (herein called the "**Company**"), a Connecticut limited liability company, hereby promises to pay to Jefferies Strategic Investments LLC, or registered assigns, the Redemption Payment on the applicable Optional Redemption Date or Trigger Redemption Date or the Applicable Maturity Date, with interest (computed on the basis of a 360-day year of 12 30-day months), to the extent permitted by law, on any overdue payment of Redemption Payment at a rate per annum from time to time equal to the Default Rate.

Payment of the Redemption Amount with respect to the Note is to be made in lawful money of the United States of America at New York, New York or at such other place as the Company shall have designated by written notice to the holder of the Note as provided in the Note Purchase Agreement referred to below.

The Note (herein called the "**Note**") is issued pursuant to the Note Purchase Agreement, dated December 3, 2019 (as from time to time amended, the "**Note Purchase Agreement**"), by and among the Company, Weiss Multi-Strategy Advisers LLC and Jefferies Strategic Investments LLC, as successor in interest to JFG Funding LLC, and is entitled to the benefits thereof. The holder of the Note will be deemed, by its acceptance hereof, to have agreed to the confidentiality provisions set forth in Section 16 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in the Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

The Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of the Note for registration of transfer accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing,

a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is not subject to prepayment.

If an Event of Default occurs and is continuing, the Redemption Payment of the Note may be declared or otherwise become due and payable in the manner, at the price and with the effect provided in the Note Purchase Agreement.

The Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of the Note shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

GWA, LLC

By _____
Name: Jeffrey D. Dillabough
Title: Senior Vice President & General Counsel

Exhibit D

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR IN ANY OTHER JURISDICTION. THE SECURITIES REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

NOTE

GWA, LLC

$50,000,000 OF NOTES

No. 2
$31,250,000.00

December 3, 2019

FOR VALUE RECEIVED, the undersigned, **GWA, LLC** (herein called the "**Company**"), a Connecticut limited liability company, hereby promises to pay to Jefferies Strategic Investments LLC, or registered assigns, the Redemption Payment on the applicable Optional Redemption Date or Trigger Redemption Date or the Applicable Maturity Date, with interest (computed on the basis of a 360-day year of 12 30-day months), to the extent permitted by law, on any overdue payment of Redemption Payment at a rate per annum from time to time equal to the Default Rate.

Payment of the Redemption Amount with respect to the Note is to be made in lawful money of the United States of America at New York, New York or at such other place as the Company shall have designated by written notice to the holder of the Note as provided in the Note Purchase Agreement referred to below.

The Note (herein called the "**Note**") is issued pursuant to the Note Purchase Agreement, dated December 3, 2019 (as from time to time amended, the "**Note Purchase Agreement**"), by and among the Company, Weiss Multi-Strategy Advisers LLC and Jefferies Strategic Investments LLC, as successor in interest to JFG Funding LLC, and is entitled to the benefits thereof. The holder of the Note will be deemed, by its acceptance hereof, to have agreed to the confidentiality provisions set forth in Section 16 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in the Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

The Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of the Note for registration of transfer accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing,

a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is not subject to prepayment.

If an Event of Default occurs and is continuing, the Redemption Payment of the Note may be declared or otherwise become due and payable in the manner, at the price and with the effect provided in the Note Purchase Agreement.

The Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of the Note shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

GWA, LLC

By _____
Name: Jeffrey D. Dillabough
Title: Senior Vice President & General Counsel

Exhibit E

DocuSign Envelope ID: AC5FD61B-48AD-4BA5-A823-14F53FA09101

Execution Copy

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**"), dated as of December 1, 2021 (the "**Effective Date**"), is by and between JFG Funding LLC, a Delaware limited liability company ("**Assignor**"), and Jefferies Strategic Investments LLC, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee may sometimes be referred to herein each as a "**Party**" and together as the "**Parties**". Capitalized terms used but not defined in this Assignment have the meanings assigned thereto in the Note Purchase Agreement dated as of December 3, 2019 (the "**Agreement**"), by and among GWA, LLC, a Connecticut limited liability company (the "**Company**"), Weiss Multi-Strategy Advisers LLC, a Delaware limited liability company ("**WMSA**"), and Assignor.

RECITALS

WHEREAS, the Company, WMSA and Assignor are party to the Agreement pursuant to which Assignor has purchased (i) a Note in the principal amount of $31.25 million at the purchase price of 100% of the principal amount thereof (the "**December Note**") and (ii) a Note in the principal amount of $18.75 million at the purchase price of 100% of the principal amount thereof (the "**January Note**" and, together with the December Notes, the "**Notes**");

WHEREAS, pursuant to Section 11.2(b) of the Agreement, the transfer of a Note by Assignor or a transferee to any Affiliate thereof will not be subject to the consent of the Company or WMSA; and

WHEREAS, (i) Assignor desires to distribute the Notes to Jefferies Financial Group Inc., its parent company ("**JFG**"), (ii) JFG desires to contribute the Notes to Jefferies Group LLC, its wholly-owned subsidiary ("**Jefferies Group**"), (iii) Jefferies Group desires to contribute the Notes to Jefferies Asset Management Holdings LLC, its wholly-owned subsidiary ("**JAM Holdings**"), and (iv) JAM Holdings desires to contribute the Notes to Assignee, its wholly-owned subsidiary, in each case as of the Effective Date;

WHEREAS, in connection therewith, Assignor desires to assign all of Assignor's rights, title, interests, obligations and liabilities under the Agreement to Assignee, and Assignee desires to accept such assignment;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. Assignment and Assumption. Assignor hereby assigns, transfers and delivers to Assignee, effective as of the Effective Date, all of Assignor's rights, title, interests, obligations and liabilities under the Agreement to Assignee, and Assignee hereby accepts the assignment, transfer and delivery of all of Assignor's rights, title, interests, obligations and liabilities under the Agreement and agrees to be bound by all of the terms and conditions of the Agreement and assumes all rights and obligations of Assignor under the Agreement, in each case effective as of the Effective Date.

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2. Further Assurances. Each Party from time to time after the Effective Date, at the other Party's request, will execute, acknowledge, and deliver to the requesting Party such other instruments of assignment, conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as the requesting Party may reasonably require in order to more effectively consummate the transactions contemplated by this Assignment.

3. Successor and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and permitted assigns of the Parties. This Assignment shall not be deemed to create any rights in favor of or be for the benefit of any Person not a Party except for the Company.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to contrary choice of law principles of such State.

5. Counterparts. This Assignment may be executed by the parties hereto in counterparts, or by separate signature page or instrument, and delivered via electronic means, each of which shall be considered an original, and all of which shall together constitute but one and the same Assignment.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have executed or caused to be executed this Assignment as of the Effective Date.

ASSIGNOR:

JFG FUNDING LLC

DocuSigned by:
By: Matt Smith
EF48C1C9AA21442...
Name: Matthew B. Smith
Title: Authorized Person

ASSIGNEE:

JEFFERIES STRATEGIC INVESTMENTS LLC

DocuSigned by:
By: Matt Smith
EF48C1C9AA21442...
Name: Matthew B. Smith
Title: President

Agreed and acknowledged
as of the date first set forth above:

GWA LLC

By: Jeffrey D. Dillaboug
Name: Jeffrey D. Dillaboug
Title: Senior Vice President & General Counsel

WEISS MULTI-STRATEGY ADVISERS LLC

By: Jeffrey D. Dillaboug
Name: Jeffrey D. Dillaboug
Title: Senior Vice President & General Counsel

Exhibit F

GWA, LLC

$3,000,000 Note

NOTE PURCHASE AGREEMENT

Dated September 21, 2022

TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1.	AUTHORIZATION OF NOTE	1
SECTION 2.	SALE AND PURCHASE OF NOTE	1
SECTION 3.	CLOSINGS	1
SECTION 4.	CONDITIONS TO CLOSING	2
SECTION 4.1.	REPRESENTATIONS AND WARRANTIES	2
SECTION 4.2.	PERFORMANCE; NO DEFAULT	2
SECTION 4.3.	PURCHASE PERMITTED BY APPLICABLE LAW, ETC	2
SECTION 4.4	FUNDING INSTRUCTIONS	2
SECTION 4.5.	PROCEEDINGS AND DOCUMENTS	2
SECTION 5.	REPRESENTATIONS AND WARRANTIES OF THE COMPANY	3
SECTION 5.1.	ORGANIZATION; POWER AND AUTHORITY	3
SECTION 5.2.	AUTHORIZATION, ETC	3
SECTION 5.3.	COMPLIANCE WITH LAWS, OTHER INSTRUMENTS, ETC	3
SECTION 5.4.	GOVERNMENTAL AUTHORIZATIONS, ETC	3
SECTION 5.5.	LITIGATION; OBSERVANCE OF AGREEMENTS, STATUTES AND ORDERS	3
SECTION 5.6.	PRIVATE OFFERING BY THE COMPANY	4
SECTION 5.7.	USE OF PROCEEDS	4
SECTION 5.8.	STATUS UNDER CERTAIN STATUTES	4
SECTION 5.9.	INVESTMENT MANAGEMENT AGREEMENT/STRATEGIC RELATIONSHIP MANAGEMENT AGREEMENT REPRESENTATIONS	4
SECTION 6.	REPRESENTATIONS OF THE INVESTOR	4
SECTION 6.1.	PURCHASE FOR INVESTMENT	5
SECTION 7.	TERMS OF THE NOTE	5
SECTION 7.1.	MATURITY	5
SECTION 7.2.	OPTIONAL REDEMPTION	5
SECTION 7.3.	[RESERVED]	5
SECTION 7.4.	MATURITY; SURRENDER, ETC	5
SECTION 7.5.	PURCHASE OF NOTE	5
SECTION 7.6.	PAYMENT DUE ON NON-BUSINESS DAYS	6
SECTION 8.	AFFIRMATIVE COVENANTS	6
SECTION 8.1.	COMPLIANCE WITH LAWS	6
SECTION 8.2.	LIMITED LIABILITY COMPANY EXISTENCE, ETC	6
SECTION 8.3.	ADDITIONAL NOTIFICATION RIGHTS	6
SECTION 9.	EVENTS OF DEFAULT	7

SECTION 10. REMEDIES ON DEFAULT, ETC 7
SECTION 10.1. ACCELERATION 7
SECTION 10.2. OTHER REMEDIES 8
SECTION 10.3. NO WAIVERS OR ELECTION OF REMEDIES, EXPENSES, ETC 8
SECTION 11. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTE 8
SECTION 11.1. REGISTRATION OF NOTE 8
SECTION 11.2. TRANSFER AND EXCHANGE OF NOTE 9
SECTION 11.3. REPLACEMENT OF NOTE 9
SECTION 12. PAYMENTS ON NOTE 9
SECTION 12.1. PLACE OF PAYMENT 9
SECTION 12.2. PAYMENT BY WIRE TRANSFER 9
SECTION 13. EXPENSES, ETC 10
SECTION 13.1. TRANSACTION EXPENSES 10
SECTION 13.2. CERTAIN TAXES 10
SECTION 13.3. SURVIVAL 11
SECTION 14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT 11
SECTION 15. AMENDMENT AND WAIVER 11
SECTION 15.1. REQUIREMENTS 11
SECTION 15.2. SOLICITATION OF HOLDERS OF THE NOTE 11
SECTION 15.3. BINDING EFFECT, ETC 12
SECTION 15.4. NOTE HELD BY COMPANY, ETC 12
SECTION 15.5. NOTICES 12
SECTION 16. CONFIDENTIAL INFORMATION 13
SECTION 17. MISCELLANEOUS 13
SECTION 17.1. SUCCESSORS AND ASSIGNS 13
SECTION 17.2. SEVERABILITY 13
SECTION 17.3. CONSTRUCTION, ETC 13
SECTION 17.4. COUNTERPARTS 14
SECTION 17.5. GOVERNING LAW 14
SECTION 17.6. JURISDICTION AND PROCESS; WAIVER OF JURY TRIAL 14

SCHEDULE A — Defined Terms

SCHEDULE 1 — Form of Note

INVESTOR SCHEDULE — Information Relating to the Investor

GWA, LLC
Weiss Multi-Strategy Advisers LLC
320 Park Avenue
20th Floor
New York, New York 10022

$3,000,000 Note

September 21, 2022

TO:
Jefferies Strategic Investments, LLC
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

GWA, LLC, a Connecticut limited liability company (the "**Company**") and Weiss Multi-Strategy Advisers LLC, a Delaware limited liability company ("**WMSA**") agree with Jefferies Strategic Investments, LLC, a Delaware limited liability company (the "**Investor**") as follows:

Section 1. AUTHORIZATION OF THE NOTE.

The Company will authorize the issue and sale of a $3 million aggregate principal amount Note (the "**Note**"). The Note shall be substantially in the form set out in Schedule 1. Certain capitalized and other terms used in this Agreement are defined in Schedule A and, for purposes of this Agreement, the rules of construction set forth in Section 17.3 shall govern.

Section 2. SALE AND PURCHASE OF THE NOTE.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to the Investor and the Investor will purchase from the Company at the Closing provided for in Section 3, the Note at the purchase price of 100% of the principal amount thereof.

Section 3. CLOSING.

The sale and purchase of the Note to be purchased by the Investor shall occur at the offices of the Investor, at 10:00 a.m., New York City time, at a closing (the "**Closing**") on September 21, 2022. At the Closing, the Company will deliver to the Investor the Note to be purchased in the form of a single note dated the date of the Closing and registered in the Investor's name (or in the name of its nominee), against delivery by the Investor to the Company or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately

available funds for the account of the Company to account number [redacted] at U.S. Trust/Bank of America, ABA Number [redacted], attention: Rob Roseen. If at the Closing the Company shall fail to tender the Note to be delivered to the Investor as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to the Investor's satisfaction, the Investor shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights the Investor may have by reason of such failure by the Company to tender the Note or any of the conditions specified in Section 4 not having been fulfilled to the Investor's satisfaction.

Section 4. CONDITIONS TO CLOSING.

The Investor's obligation to purchase and pay for the Note to be sold to the Investor at the Applicable Closing is subject to the fulfillment to the Investor's satisfaction, prior to or at the Applicable Closing, of the following conditions:

Section 4.1. Representations and Warranties. The representations and warranties of the Company and WMSA in this Agreement shall be correct when made and at the Closing.

Section 4.2. Performance; No Default. The Company and WMSA shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing. Before and after giving effect to the issue and sale of the Note (and the application of the proceeds thereof as contemplated by Section 5.7), no Default or Event of Default shall have occurred and be continuing.

Section 4.3. Purchase Permitted By Applicable Law, Etc. On the date of the Closing, the Investor's purchase of the Note shall (a) be permitted by the laws and regulations of each jurisdiction to which the Investor is subject, (b) not violate any applicable law or regulation (including Regulation T, U or X of the Board of Governors of the Federal Reserve System), (c) not subject the Investor to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof and (d) would not cause any adverse regulatory, tax, legal or accounting effect on the Investor or its Affiliates, including any regulatory prohibition on the Company or any of its Subsidiaries retaining or transacting with Affiliates of the Investor in a manner consistent with its Ordinary Course of Business.

Section 4.4. Funding Instructions. At least one Business Day prior to the date of the Closing, the Investor shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming the information specified in Section 3 including (i) the name and address of the transferee bank, (ii) such transferee bank's ABA number and (iii) the account name and number into which the purchase price for the Note is to be deposited.

Section 4.5. Proceedings and Documents. All limited liability company and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be satisfactory to the Investor and its special counsel, and the Investor and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as the Investor or such special counsel may reasonably request.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND WMSA.

Each of the Company and WMSA represents, warrants and agrees as to the Investor as of Closing that:

Section 5.1. Organization; Power and Authority. The Company is a Connecticut limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the limited liability company power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement and the Note and to perform the provisions hereof and thereof.

Section 5.2. Authorization, Etc. This Agreement and the Note have been duly authorized by all necessary limited liability company action on the part of the Company, and this Agreement constitutes, and upon execution and delivery thereof the Note will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company, in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.3. Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Company of this Agreement and the Note will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, limited liability company agreement or other charter documents, regulations or by-laws, or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary. For the avoidance of doubt, the Investor hereby gives its consent to the issuance of the Note pursuant to Section 2(a)(iv) of the Strategic Relationship Agreement.

Section 5.4. Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement or the Note.

Section 5.5. Litigation; Observance of Agreements, Statutes and Orders. (a) There are no actions, suits, investigations or proceedings pending or, to the best knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the

Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is (i) in default under any agreement or instrument to which it is a party or by which it is bound, (ii) in violation of any order, judgment, decree or ruling of any court, any arbitrator of any kind or any Governmental Authority or (iii) in violation of any applicable law, ordinance, rule or regulation of any Governmental Authority (including Environmental Laws and the USA PATRIOT Act), which default or violation could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.6. Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the Note or any similar Securities for sale to, or solicited any offer to buy the Note or any similar Securities from, or otherwise approached or negotiated in respect thereof with, any Person other than the Investor, which has been offered the Note at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Note to the registration requirements of section 5 of the Securities Act or to the registration requirements of any Securities or blue sky laws of any applicable jurisdiction.

Section 5.7. Use of Proceeds. No part of the proceeds from the sale of the Note hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). As used in this Section, the terms "**margin stock**" and "**purpose of buying or carrying**" shall have the meanings assigned to them in said Regulation U.

Section 5.8. Status under Certain Statutes. Neither the Company nor any Subsidiary is subject to regulation, or will, following the issuance and sale of the Note pursuant to this Agreement, be subject to regulation under the Investment Company Act of 1940, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 5.9. Additional Representations. (a) All of the representations and warranties that it has made pursuant to the Investment Management Agreement or the Strategic Relationship Agreement, as applicable, are true and correct, (b) there has not been any breach of its obligations, covenants, representations or warranties that has not previously been disclosed to the Investor under the Investment Management Agreement or the Strategic Relationship Agreement, as applicable, and (c) all information that it has provided to the Investor in connection with (i) the Investment Management Agreement or the Strategic Relationship Agreement or (ii) the negotiation of this Agreement, the issuance and sale of the Note and any transactions related to the foregoing is true, accurate and correct in all material respects.

Section 6. REPRESENTATIONS OF THE INVESTOR.

Section 6.1. Purchase for Investment. The Investor represents that it is purchasing the Note for its own account or for one or more separate accounts maintained by it, *provided* that the disposition of the Investor's property shall at all times be within the Investor's control. The Investor understands that the Note have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Note.

Section 7. TERMS OF THE NOTE.

Section 7.1. Maturity. (i) The Note will mature on September 21, 2029 (the "**Maturity Date**"), subject to Optional Redemption by the Company or the Investor and Trigger Redemption by the Investor. Unless the Note shall have been previously redeemed via an Optional Redemption, on the Maturity Date the Company will pay the Investor the Redemption Payment and the Note will cease to be outstanding upon payment in full thereof.

Section 7.2. Optional Redemption. Each of the Company and the Investor shall have the right to redeem the Note, in whole but not in part, on each applicable Optional Redemption Date (an "**Optional Redemption**") by at least 10 calendar days' prior written notice to the other party prior to the Optional Redemption Date, and the Company will pay the Investor the Redemption Payment on the Optional Redemption Date and the Note will cease to be outstanding upon payment in full thereof.

Section 7.3. Trigger Redemption. The Investor shall have the right to redeem the Notes, in whole but not in part, at any time following the occurrence of either (a) Cause by prior written notice to the Company at any time or (b) a Members Equity Event by at least 10 calendar days' prior written notice to the Company (any such redemption, a "**Trigger Redemption**"). If the Notes are redeemed pursuant to a Trigger Redemption, the Company will pay the Investor the Redemption Payment on the date specified by the Investor in the applicable notice (the "**Trigger Redemption Date**") and the Notes will cease to be outstanding upon payment in full thereof.

Section 7.4. Maturity; Surrender, Etc. In the case of each Optional Redemption, Trigger Redemption or Maturity Date pursuant to this Section 7, the Redemption Payment shall become due and payable on the applicable Optional Redemption Date, Trigger Redemption Date or Maturity Date, as applicable. From and after such date, unless the Company shall fail to pay such Redemption Payment when so due and payable, interest on such Redemption Payment shall not accrue. Any Note paid in full shall be surrendered to the Company and cancelled and shall not be reissued.

Section 7.5. Purchase of Note. The Company will not, and will not permit any Affiliate, to purchase, redeem, prepay or otherwise acquire, directly or indirectly, the outstanding Note except upon the payment of the Note in accordance with this Agreement and the Note. The Company will promptly cancel the Note acquired by it or any Affiliate pursuant to any payment of the Note pursuant to this Agreement and no Note may be issued in substitution or exchange for the Note.

Section 7.6. Payment Due on Non-Business Days. Anything in this Agreement or the Note to the contrary notwithstanding, any payment of the Redemption Payment on the Note that is due on a date that is not a Business Day shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of the Redemption Payment payable on such next succeeding Business Day.

Section 8. AFFIRMATIVE COVENANTS.

The Company covenants that so long as each Note is outstanding:

Section 8.1. Compliance with Laws. The Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject (including ERISA, Environmental Laws and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 8.2. Limited Liability Company Existence, Etc. The Company will at all times preserve and keep its limited liability company existence in full force and effect. The Company will at all times preserve and keep in full force and effect the organizational existence of each of its Subsidiaries (unless merged into the Company or a Wholly Owned Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such organizational existence, right or franchise could not, individually or in the aggregate, have a Material Adverse Effect.

Section 8.3. Additional Notification Rights. The Company shall notify the Investor promptly in writing if it has reason to believe that the Members Equity as of any given day would be or is equal to or less than (a) $25 million or (b) $10 million, in each case, calculated as if the Note and the Existing Notes had been redeemed in full as of such day. For purposes of clarity, the Company's obligation to give notice to the Investor pursuant to clause (a) shall be triggered on each day when the Members Equity falls from an amount higher than $25 million to an amount equal to or lower than $25 million (*i.e.*, there is no obligation to provide notice to the Investor if the Members Equity previously fell to an amount equal or lower than $25 million and then continued on subsequent days to not exceed $25 million until either (i) it equaled or exceeded $25 million on a subsequent day or (ii) fell to or less than $10 million in accordance with clause (b) above).

Section 9. EVENTS OF DEFAULT.

An "**Event of Default**" shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Company defaults in the payment of the Redemption Payment on the Note or any of the notes issued pursuant to that certain Note Purchase Agreement dated December 3, 2019 among the Company, WMSA and the Investor (the "**Existing Notes**") when those notes become due and payable; or

(b) (i) the Company defaults in the performance of or compliance with any other term contained in this Agreement, the Note or the Existing Notes that have not be waived by Investor or its affiliates or (ii) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in this Agreement, the Investment Management Agreement or the Strategic Relationship Agreement or any writing furnished in connection with the transactions contemplated hereby proves to have been false or incorrect in any material respect on the date as of which it was made; or

(c) the Company or any Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes limited liability company action for the purpose of any of the foregoing; or

(d) a court or other Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Subsidiaries, or any such petition shall be filed against the Company or any of its Subsidiaries and such petition shall not be dismissed within 60 days; or

(e) any event occurs with respect to the Company or any Subsidiary which, under the laws of any jurisdiction, is analogous to any of the events described in Section 9(b).

Section 10. REMEDIES ON DEFAULT, ETC.

Section 10.1. Acceleration. (a) If an Event of Default with respect to the Company described in Section 9(a), (c), (d) or (e) (other than an Event of Default described in clause (i) of Section 9(c) or described in clause (vi) of Section 9(c) by virtue of the fact that such clause

encompasses clause (i) of Section 9(c) has occurred), the Note shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, any holder of the Note may at any time at its option, by notice to the Company, declare the Note to be immediately due and payable.

Upon the Note becoming due and payable under this Section 10.1, whether automatically or by declaration, the Note will forthwith mature and the Redemption Payment, plus any interest accrued thereon at the Default Rate, shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived.

Section 10.2. Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether the Note have become or have been declared immediately due and payable under Section 10.1, the holders of the Note at the time outstanding may proceed to protect and enforce the rights of such holders by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in the Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise. Nothing set forth in this Agreement shall have any effect on any of the remedies available to the Investor pursuant to the Investment Management Agreement or the Strategic Relationship Agreement.

Section 10.3. No Waivers or Election of Remedies, Expenses, Etc. No course of dealing and no delay on the part of any holder of the Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or the Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 13, the Company will pay to each holder of the Note, on demand, such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 10, including reasonable attorneys' fees, expenses and disbursements. This Section 10.3 shall also be deemed to apply to the Investor's rights under the Strategic Relationship Agreement and the Investment Management Agreement.

Section 11. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTE.

Section 11.1. Registration of Note. The Company shall keep at its principal executive office a register for the registration and registration of transfers of the Note. The name and address of each holder of the Note, each transfer thereof and the name and address of each transferee of the Note shall be registered in such register. If any holder of the Note is a nominee, then (a) the name and address of the beneficial owner of the Note shall also be registered in such register as an owner and holder thereof and (b) at any such beneficial owner's option, either such beneficial owner or its nominee may execute any amendment, waiver or consent pursuant to this Agreement. Prior to due presentment for registration of transfer, the Person in whose name the Note shall be

registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary.

Section 11.2. Transfer and Exchange of Note. (a) Upon surrender of the Note to the Company at the address and to the attention of the designated officer (all as specified in Section 15.5(iii)), for registration of transfer or exchange (and, in the case of a surrender for registration of a transfer accompanied by a written instrument of transfer, duly executed by the registered holder of the Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of the Note or part thereof), within 2 Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), a new Note (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. The new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Schedule 1. The new Note shall be dated the date of the surrendered Note. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the Note. The Note shall not be transferred in denominations of less than $1 million.

(b) For the avoidance of doubt, transfer of the Note by the Investor or a transferee to any Affiliate thereof will not be subject to the consent of the Company or WMSA.

Section 11.3. Replacement of Note. Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 15.5(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of the Note, and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (*provided* that if the holder of the Note is, or is a nominee for, the Investor) such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory, or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within 2 Business Days thereafter, the Company, at its own expense shall execute and deliver, in lieu thereof, a new Note, dated the date of such lost, stolen, destroyed or mutilated Note.

Section 12. PAYMENTS ON NOTE.

Section 12.1. Place of Payment. Subject to Section 12.2, payments of the Redemption Payment becoming due and payable on the Note shall be made in New York, New York at the principal office of WMSA in such jurisdiction. The Company may at any time, by notice to the holders of the Note, change the place of payment of the Note so long as such place of payment shall be either the principal office of WMSA in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

Section 12.2. Payment by Wire Transfer. So long as the Investor or its nominee shall be the holder of the Note, and notwithstanding anything contained in Section 12.1 or in the Note to the contrary, the Company will pay all sums becoming due on the Note for the Redemption

Payment and all other amounts becoming due hereunder by the method and at the address specified for such purpose below the Investor's name in the Investor Schedule, or by such other method or at such other address as the Investor shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of the Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of the Note, the Investor shall surrender the Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 12.1. Prior to any sale or other disposition of the Note held by the Investor or its nominee, the Investor will surrender the Note to the Company in exchange for a new Note pursuant to Section 11.2.

Section 13. EXPENSES, ETC.

Section 13.1. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will pay all costs and expenses (including attorneys' fees of a special counsel and, if reasonably required by the Required Holder, local or other counsel) incurred by the Investor in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement, the Note, the Investment Management Agreement and the Strategic Relationship Agreement (whether or not such amendment, waiver or consent becomes effective), including: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Note or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Note, or by reason of being a holder of the Note and (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work out or restructuring of the transactions contemplated hereby and by the Note.

The Company will pay, and will save the Investor harmless from, (i) all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by the Investor or other holder in connection with its purchase of the Note), (ii) any and all wire transfer fees that any bank or other financial institution deducts from any payment under the Note to such holder or otherwise charges to a holder of the Note with respect to a payment under the Note and (iii) any judgment, liability, claim, order, decree, fine, penalty, cost, fee, expense (including reasonable attorneys' fees and expenses) or obligation resulting from the consummation of the transactions contemplated hereby, including the use of the proceeds of the Note by the Company.

Section 13.2. Certain Taxes. (a) The Company agrees to pay all stamp, documentary or similar taxes or fees which may be payable in respect of the execution and delivery or the enforcement of this Agreement or the execution and delivery (but not the transfer) or the enforcement of the Note in the United States or any other jurisdiction where the Company has assets or of any amendment of, or waiver or consent under or with respect to, this Agreement or of the Note, and to pay any value added tax due and payable in respect of reimbursement of costs and expenses by the Company pursuant to this Section 13, and will save each holder of the Note, to the extent permitted by applicable law, harmless against any loss or liability resulting from

nonpayment or a delay in payment of any such tax or fee required to be paid by the Company hereunder.

(b) The Company and the Investor agree to treat each Note as a prepaid derivative financial contract issued by the Company to the Investor for U.S. federal income tax purposes. The parties shall report income and expense in accordance with the "wait and see" method of accounting.

Section 13.3. Survival. The obligations of the Company under this Section 13 will survive the payment or transfer of the Note, the enforcement, amendment or waiver of any provision of this Agreement, the Note, and the termination of this Agreement.

Section 14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Note, the purchase or transfer by the Investor of the Note or a portion thereof or interest therein and the payment of the Note, and may be relied upon by any subsequent holder of the Note, regardless of any investigation made at any time by or on behalf of the Investor or any other holder of the Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement, the Note, the Investment Management Agreement and the Strategic Relationship Agreement embody the entire agreement and understanding between the Investor and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 15. AMENDMENT AND WAIVER.

Section 15.1. Requirements. This Agreement and the Note may be amended, and the observance of any term hereof or of the Note may be waived (either retroactively or prospectively), only with the written consent of the Company, WMSA and the Required Holder.

Section 15.2. Solicitation of Holders of the Note.

(a) *Solicitation.* The Company will provide any holders of the Note with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holders to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Note. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to this Section 15 to the holders of the Note promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of the Note.

(b) *Payment.* The Company will not, directly or indirectly, pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to a holder of the Note as consideration for or as an inducement to the entering into by such holder of any waiver or amendment of any of the terms

and provisions hereof or the Note unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to the holders of the Note, even if such holders did not consent to such waiver or amendment.

(c) *Consent in Contemplation of Transfer*. Any consent given pursuant to this Section 15 by a holder of the Note that has transferred or has agreed to transfer the Note to (i) the Company, (ii) any Subsidiary or any other Affiliate or (iii) any other Person in connection with, or in anticipation of, such other Person acquiring, making a tender offer for or merging with the Company and/or any of its Affiliates, in each case in connection with such consent, shall be void and of no force or effect, except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent shall be void and of no force or effect except solely as to such holder.

Section 15.3. Binding Effect, Etc. Any amendment or waiver consented to as provided in this Section 15 is binding upon a holder and upon each future holder of the Note and upon the Company without regard to whether the Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and any holder of the Note and no delay in exercising any rights hereunder or under the Note shall operate as a waiver of any rights of the holder of the Note.

Section 15.4. Note Held by Company, Etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of the Note then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Note, or have directed the taking of any action provided herein or the Note to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of the Note then outstanding, the Note directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

Section 15.5. Notices.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by an internationally recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by an internationally recognized overnight delivery service (charges prepaid). Any such notice must be sent:

(i) if to the Investor or its nominee, to the Investor or nominee at the address specified for such communications in the Investor Schedule, or at such other address as the Investor or nominee shall have specified to the Company in writing,

(ii) if to any other holder of the Note, to such holder at such address as such other holder shall have specified to the Company in writing, or

(iii) if to the Company, to the Company at its address set forth at the beginning hereof to the attention of Jeffrey Dillabough, or at such other address as the Company shall have specified to the holder of the Note in writing.

Notices under this Section 15 will be deemed given only when actually received.

Section 16. CONFIDENTIAL INFORMATION.

Any information regarding the Note and the related transactions described in this Agreement will be treated as "Confidential Information" per the Strategic Relationship Agreement.

Section 17. MISCELLANEOUS.

Section 17.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including any subsequent holder of the Note) whether so expressed or not, except that the Company and WMSA may not assign or otherwise transfer any of its rights or obligations hereunder or under the Note without the prior written consent of the Investor. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Agreement.

Section 17.2. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 17.3. Construction, Etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Defined terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein) and, for purposes of the Note, shall also include any such note issued in substitution therefor pursuant to Section 11, (b) subject to Section 17.1, any

reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections and Schedules shall be construed to refer to Sections of, and Schedules to, this Agreement, and (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time.

Section 17.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 17.5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 17.6. Jurisdiction and Process; Waiver of Jury Trial. (a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, the City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or the Note. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in Section 17.6(a) brought in any such court shall be conclusive and binding upon it, subject to rights of appeal, as the case may be, and may be enforced in the courts of the United States of America or the State of New York (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment.

(c) The Company consents to process being served by or on behalf of any holder of the Note in any suit, action or proceeding of the nature referred to in Section 17.6(a) by mailing a copy thereof by registered, certified, priority or express mail (or any substantially similar form of mail), postage prepaid, return receipt or delivery confirmation requested, to it at its address specified in Section 15.5 or at such other address of which such holder shall then have been notified pursuant to said Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(d) Nothing in this Section 17.6 shall affect the right of any holder of the Note to serve process in any manner permitted by law, or limit any right that any holder of the Note may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(e) The parties hereto hereby waive trial by jury in any action brought on or with respect to this Agreement, the Note or any other document executed in connection herewith or therewith.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you, the Company and WMSA.

Very truly yours,

GWA, LLC

By _____
Name: Pierce Archer
Title: Authorized Signer & Chief Operating Officer of Weiss Multi-Strategy Advisers LLC

Weiss Multi-Strategy Advisers LLC

By _____
Name: Pierce Archer
Title: Chief Operating Officer

This Agreement is hereby accepted and agreed to as of the date hereof.

Jefferies Strategic Investments, LLC

By _____
Name: Matthew Smith
Title: President

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"**Affiliate**" means, at any time, and with respect to any Person, any other Person that at such time, directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and, with respect to the Company, shall include any Person beneficially owning or holding, directly or indirectly, 10% or more of any class of voting or equity interests of the Company or any Subsidiary or any Person of which the Company and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 10% or more of any class of voting or equity interests. Unless the context otherwise clearly requires, any reference to an "Affiliate" is a reference to an Affiliate of the Company.

"**Agreement**" means this Note Purchase Agreement, including all Schedules attached to this Agreement.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York, are required or authorized to be closed.

"**Cause**" shall have the meaning given to it in the Investment Management Agreement.

"**Code**" means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder from time to time.

"**Company**" is defined in the first paragraph of this Agreement.

"Company Agreement" means the Third Amended and Restated Operating Agreement of the Company dated as of March 1, 2021.

"**Confidential Information**" is defined in Section 16.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "**Controlled**" and "**Controlling**" shall have meanings correlative to the foregoing.

"**Closing**" is defined in Section 3.

"**Default**" means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"**Default Rate**" means the sum of (a) the Prime Rate, as published in H.15, or another electronic source used for displaying that rate, opposite the heading "Bank prime loan" plus (b)

5%. If the Prime Rate cannot be determined as described above, the Investor shall determine the Prime Rate in a commercially reasonable manner.

"**Environmental Laws**" means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Materials.

"**ERISA**" means the Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder from time to time in effect.

"**Event of Default**" is defined in Section 9.

"**Existing Notes**" is defined in Section 9.

"**Governmental Authority**" means

(a) the government of

(i) the United States of America or any state or other political subdivision thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"**H.15**" means statistical release of H.15, available through the website of the Board of Governors of the Federal Reserve System, at http://www.federalreserve.gov/releases/h15, or any successor site or publication.

"**Hazardous Materials**" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead-based paint, radon gas or similar restricted, prohibited or penalized substances.

"**holder**" means, with respect to the Note, the Person in whose name the Note is registered in the register maintained by the Company pursuant to Section 11.1, *provided*, *however*, that if such Person is a nominee, then for the purposes of Sections 10, 15.2 and 15.5 and any related

definitions in this Schedule A, "holder" shall mean the beneficial owner of the Note whose name and address appears in such register.

"**Interest**" shall have the meaning given to it in the Company Agreement.

"**Investment Management Agreement**" means the Investment Management Agreement dated as of May 1, 2018 between WMSA and the Investor, as amended.

"**Investor**" is defined in first paragraph of this Agreement.

"**Investor Schedule**" means the Investor Schedule to this Agreement listing the Investor of the Note and including its notice and payment information.

"**Lien**" means, with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

"**Material**" means material in relation to the business, operations, affairs, financial condition, assets, properties or prospects of the Company and its Subsidiaries, taken as a whole.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries, (b) the ability of the Company to perform its obligations under this Agreement and the Note or (c) the validity or enforceability of this Agreement or the Note.

"**Maturity Date**" is defined in Section 7.1.

"**Members Equity"** means the member's equity of the Company.

"**Members Equity Event**" shall be deemed to have occurred if, on any day, the Members Equity is equal to or less than $10 million, calculated as if the Note and the Existing Notes had been redeemed in full as of such day.

"**Note**" is defined in Section 1.

"**Optional Redemption**" is defined in Section 7.2.

"**Optional Redemption Date**" means monthly, on the last calendar day of each month.

"Ordinary Course of Business" shall have the meaning given to it in the Strategic Relationship Agreement.

"**Person**" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

"Prime Rate" means the "Wall Street Journal Prime Rate" of interested as published in the *Wall Street Journal* or another rate agreed by the parties hereto.

"**property**" or "**properties**" means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

"**Redemption Payment**" means an aggregate amount equal to $3 million in principal plus accrued interest at an annual rate of Prime Rate plus 2%, compounded monthly.

"**Required Holder**" means (i) with respect to the Note at any time on or after Closing, the holder of 100% in principal amount of the Note at the time outstanding.

"**Responsible Officer**" means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

"**Securities**" or "**Security**" shall have the meaning specified in section 2(1) of the Securities Act.

"**Securities Act**" means the Securities Act of 1933 and the rules and regulations promulgated thereunder from time to time in effect.

"**Senior Financial Officer**" means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

"**Strategic Relationship Agreement**" the Strategic Relationship Agreement dated as of May 1, 2018 by and between LAM Holding LLC and the Company, which agreement has been assigned by LAM Holding LLC to Leucadia Asset Management Holdings LLC pursuant to an Assignment and Assumption Agreement dated as of October 18, 2018.

"**Subsidiary**" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.

"**Trigger Redemption**" is defined in Section 7.3.

"**Trigger Redemption Date**" means the date specified by Investor in the applicable notice delivered to the Company to effectuate a Trigger Redemption.

"**USA PATRIOT Act**" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the rules and regulations promulgated thereunder from time to time in effect.

"**Wholly Owned Subsidiary**" means, at any time, any Subsidiary, all of the equity interests (except directors' qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company's other Wholly Owned Subsidiaries at such time.

"WMSA" has the meaning given to it in the first paragraph of this Agreement.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR IN ANY OTHER JURISDICTION. THE SECURITIES REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

NOTE

GWA, LLC

$3,000,000

No. 1 **September 21, 2022**
$3,000,000

FOR VALUE RECEIVED, the undersigned, **GWA, LLC** (herein called the "**Company**"), a Connecticut limited liability company, hereby promises to pay to Jefferies Strategic Investments, LLC, or registered assigns, the Redemption Payment on the applicable Optional Redemption Date, Trigger Redemption Date or Maturity Date, with interest (computed on the basis of a 360-day year of 12 30-day months), to the extent permitted by law, on any overdue payment of Redemption Payment at a rate per annum from time to time equal to the Default Rate.

Payment of the Redemption Amount with respect to the Note is to be made in lawful money of the United States of America at New York, New York or at such other place as the Company shall have designated by written notice to the holder of the Note as provided in the Note Purchase Agreement referred to below.

The Note (herein called the "**Note**") is issued pursuant to the Note Purchase Agreement, dated September 21, 2022 (as from time to time amended, the "**Note Purchase Agreement**"), by and among the Company, Weiss Multi-Strategy Advisers LLC and Jefferies Strategic Investments, LLC and is entitled to the benefits thereof. The holder of the Note will be deemed, by its acceptance hereof, to have agreed to the confidentiality provisions set forth in Section 16 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in the Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

The Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of the Note for registration of transfer accompanied by a written instrument of transfer

duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to prepayment.

If an Event of Default occurs and is continuing, the Redemption Payment of the Note may be declared or otherwise become due and payable in the manner, at the price and with the effect provided in the Note Purchase Agreement.

The Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of the Note shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

GWA, LLC

By _____
Name:
Title:

GWA, LLC

INFORMATION RELATING TO THE INVESTOR

NAME AND ADDRESS OF THE INVESTOR	PRINCIPAL AMOUNT OF NOTE TO BE PURCHASED
Jefferies Strategic Investments, LLC 520 Madison Avenue New York, NY 10022	$3,000,000

(1) All payments by wire transfer of immediately available funds to:

Bank of New York
ABA: [redacted]
Account Name: Jefferies Group LLC
Account #: [redacted]
Reference: Jefferies Strategic Investment, LLC (#100-64162)

with sufficient information to identify the source and application of such funds.

(2) All notices of payments and written confirmations of such wire transfers:

kvlasovskaya@jefferies.com; and
AssetManagement@jefferies.com

(3) All other communications:

Jefferies Strategic Investments, LLC
520 Madison Avenue New York, NY 10022
Attn: General Counsel
Email: msharp@jefferies.com

(4) U.S. Tax Identification Number: 13-2615557

Exhibit G

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR IN ANY OTHER JURISDICTION. THE SECURITIES REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

NOTE

GWA, LLC

$3,000,000

No. 1 **September 21, 2022**
$3,000,000

FOR VALUE RECEIVED, the undersigned, **GWA, LLC** (herein called the "**Company**"), a Connecticut limited liability company, hereby promises to pay to Jefferies Strategic Investments, LLC, or registered assigns, the Redemption Payment on the applicable Optional Redemption Date, Trigger Redemption Date or Maturity Date, with interest (computed on the basis of a 360-day year of 12 30-day months), to the extent permitted by law, on any overdue payment of Redemption Payment at a rate per annum from time to time equal to the Default Rate.

Payment of the Redemption Amount with respect to the Note is to be made in lawful money of the United States of America at New York, New York or at such other place as the Company shall have designated by written notice to the holder of the Note as provided in the Note Purchase Agreement referred to below.

The Note (herein called the "**Note**") is issued pursuant to the Note Purchase Agreement, dated September 21, 2022 (as from time to time amended, the "**Note Purchase Agreement**"), by and among the Company, Weiss Multi-Strategy Advisers LLC and Jefferies Strategic Investments, LLC and is entitled to the benefits thereof. The holder of the Note will be deemed, by its acceptance hereof, to have agreed to the confidentiality provisions set forth in Section 16 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in the Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

The Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of the Note for registration of transfer accompanied by a written instrument of transfer

duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to prepayment.

If an Event of Default occurs and is continuing, the Redemption Payment of the Note may be declared or otherwise become due and payable in the manner, at the price and with the effect provided in the Note Purchase Agreement.

The Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of the Note shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

GWA, LLC

By _____
Name: Pierce Archer
Title: Authorized Signer & Chief Operating Officer of Weiss Multi-Strategy Advisers LLC

Exhibit H

Jefferies
520 Madison Avenue
New York, NY 10022
tel 212.284.2300
Jefferies.com

JEFFERIES STRATEGIC INVESTMENTS, LLC

Notice of Optional Redemption

To: GWA, LLC
320 Park Avenue
20th Floor
New York, New York 10022

From: Jefferies Strategic Investments, LLC ("JSI")
Date: December 21, 2023
RE: GWA, LLC's ("GWA") $31,250,000 Note dated December 3, 2019 (the "December Note")
GWA's $18,750,000 Note dated January 13, 2020 (the "January Note")
GWA's $3,000,000 Note dated September 21, 2022 (the "September Note")

NOTICE IS HEREBY GIVEN pursuant to Section 7.2 of the Note Purchase Agreement (the "2019 Agreement"), dated as of December 3, 2019 (as from time to time amended) by and among GWA, Weiss Multi-Strategy Advisers LLC ("WMSA") and JSI, as successor in interest to JFG Funding LLC, that, in accordance with the terms and conditions of the 2019 Agreement and each of the December Note and the January Note, JSI hereby elects to exercise its right to redeem 100% of the outstanding aggregate principal amount of each of the December Note and the January Note on December 31, 2023 (the "Redemption Date"). On the Redemption Date GWA shall pay JSI the Redemption Payment (as defined in the 2019 Agreement) for each of the December Note and the January Note and the December Note and January Note shall each cease to be outstanding upon payment in full thereof.

NOTICE IS HEREBY ALSO GIVEN pursuant to Section 7.2 of the Note Purchase Agreement (the "2022 Agreement"), dated as of September 21, 2022 (as from time to time amended) by and among GWA, WMSA and JSI, that, in accordance with the terms and conditions of the 2022 Agreement and the September Note, JSI hereby elects to exercise its right to redeem 100% of the outstanding aggregate principal amount of the September Note on the Redemption Date. On the Redemption Date GWA shall pay JSI the Redemption Payment (as defined in the 2022 Agreement) for the September Note and the September Note shall cease to be outstanding upon payment in full thereof.

The Redemption Payment for each of the December Note, the January Note and the September Note shall be paid by wire transfer of immediately available funds to:

Bank of New York
ABA: 021000018
Account Name: Jefferies Financial Group Inc.
Account #: 8900672064
Reference: Jefferies Strategic Investment, LLC (100-64162)

Very truly yours,

JEFFERIES STRATEGIC INVESTMENTS, LLC

Name: Matthew Smith
Title: President

Exhibit I

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT ("Agreement") is made and entered into this February 12, 2024, by and between GWA, LLC, a Connecticut limited liability company ("GWA"), Weiss Multi-Strategy Funds, LLC, a Delaware limited liability company ("WMSF"), OGI Associates, LLC, a Delaware limited liability company ("OGI"), Weiss Special Operations LLC, a Delaware limited liability company ("WSPO"), Weiss Multi-Strategy Advisers LLC, a Delaware limited liability company ("WMSA" and collectively with GWA, WMSF, WSPO and OGI, the "Weiss Parties"), George A. Weiss ("Weiss") for purposes of Section 5(a), 9 and 10(c) hereof, and, Leucadia Asset Management Holdings LLC ("LAM Holdings") and Jefferies Strategic Investments, LLC, a Delaware limited liability company ("JSI").

RECITALS

WHEREAS, LAM Holding LLC ("LAM Holding") and GWA entered into the Strategic Relationship Agreement dated as of May 1, 2018 (as amended, the "SR Agreement");

WHEREAS, in connection with LAM Holdings entering into the SR Agreement, WMSA and JSI (under its former name "Leucadia Funding LLC") entered into the Investment Management Agreement dated May 1, 2018 (as amended, the "IMA");

WHEREAS, LAM Holding assigned all of its rights under the SR Agreement to LAM Holdings (under its former name, Jefferies Asset Management Holdings LLC) (LAM Holdings, collectively with JSI and their affiliated entities, the "Jefferies Parties"), pursuant to the Assignment and Assumption Agreement dated as of October 18, 2018, between LAM Holding and LAM Holdings;

WHEREAS, LAM Holding merged with and into LAM Holdings as of December 1, 2021, with LAM Holdings as the surviving company;

WHEREAS, GWA, WMSA, and JSI, as successor in interest to JFG Funding LLC, are parties to that certain Note Purchase Agreement, dated as of December 3, 2019 (as amended, the "2019 Note Purchase Agreement");

WHEREAS, GWA, WMSA, and JSI are parties to that certain Note Purchase Agreement, dated as of September 21, 2022 (as amended, the "2022 Note Purchase Agreement" and collectively with the 2019 Note Purchase Agreement, the "Note Purchase Agreements");

WHEREAS, pursuant to the terms of the Note Purchase Agreements, GWA has issued (i) a $31,250,000 Note dated December 3, 2019, (ii) a $18,750,000 Note dated January 13, 2020, and (iii) a $3,000,000 Note dated September 21, 2022 (collectively, the "Notes");

WHEREAS, JSI has entered into Forbearance Letters on each of January 1, 2022, September 1, 2022 and July 25, 2023, with GWA and WMSA, pursuant to which JSI agreed to forebear from exercising certain remedies subject to certain conditions;

WHEREAS, on December 21, 2023, JSI delivered to GWA that certain Notice of Optional Redemption (the "Redemption Notice");

WHEREAS, representatives of the Jefferies Parties and the Weiss Parties have been in ongoing discussions since December 2023 regarding the terms under which the Jefferies Parties may be willing to forebear from exercising their remedies in connection with the Enforcement Actions;

WHEREAS, the Jefferies Parties delivered to the Weiss Parties on February 1, 2024 a draft Forbearance Agreement that was conditioned upon such bonus payment not being paid and such bonus payments were made by the Weiss Parties on February 8, 2024; and

WHEREAS, JSI currently has the right to immediately commence an enforcement action, suit, litigation, claim or other action with respect to the Past Due Obligations (as defined below) and the actions of the Weiss Parties referred to above (collectively "Enforcement Actions") against GWA.

NOW THEREFORE, in good and valuable consideration of the covenants and mutual promises hereinafter set forth, the sufficiency of which the parties heretofore acknowledge, the parties hereto agree as follows:

1. Past Due Obligations. Each party agrees that pursuant to the terms of the Note Purchase Agreements, the Notes and the Redemption Notice, GWA is past due with respect to the following payment obligations to JSI (each calculated as of January 15, 2024): (i) $23,650,410.10 on the Note dated December 3, 2019, (ii) $27,457,310.08 on the Note dated January 13, 2020 and (iii) $3,420,395.60 on the Note dated September 21, 2022 (collectively, the "Past Due Obligations"). Each party further agrees that the Past Due Obligations are owed without defense, set-off or counter claim, and are past due.

2. Weiss Parties Agreements.

(a) To the extent they have not done so prior to the execution of this Agreement, the Weiss Parties agree to deliver the following information to the Jefferies Parties no later than 5:00 p.m. on February 13, 2024:

(i) A schedule of bonus payments made to each employee during 2024 including (A) the name of the recipient employee, (B) the aggregate amounts paid to such recipient employee, and (C) the date or dates on which such bonus payments were made to such employee.

(ii) Schedules of assets and liabilities of each of GWA, WMSF, OGI, WSPO, WMSA and each of their subsidiaries as of each of January 31, 2024 and February 9, 2024.

(iii) Copies of statements from each brokerage, futures, commodities, custodial, bank, deposit or similar account held by any of the entities referred to in clause (ii) above.

(iv) The name and address of each entity referred to in clause (ii) above and of each bank or brokerage firm where the accounts referred to in clause (iii) above are held.

(v) A schedule of each client account managed by WMSA or its affiliates (the "Weiss Client Accounts"), including the amount of any accrued but unpaid fees or allocations owed to WMSA from each Weiss Client Account.

(vi) The operative and offering documents of each Weiss Client Account, including each Private Placement Memorandum, Offering Memorandum, Limited Partnership Agreement, Limited Liability Company Agreement, Memorandum and Articles of Association, Investment Management Agreement and all similar documents.

(vii) Copies of every invoice for accrued but unpaid fees or allocation that have been sent to any Weiss Client.

(b) The Weiss Parties agree to provide promptly, and in any event within 24 hours of such request, any other information requested by the Jefferies Parties related to the Weiss Parties' and any of their subsidiaries' respective financial operations or financial conditions, the Past Due Obligations or the representations or obligations set forth in this Agreement.

(c) The Weiss Parties hereby agree that none of them will (i) pay, grant or transfer (directly or indirectly) to any other person or entity an aggregate amount in excess of $10,000 on any day, except for payments made in the course of normal course trading consistent with past practices (*e.g.*, payments to prime and executing brokers, payments against delivery and payments to ISDA counterparties), (ii) take any action or fail to take any action that may result in OGI's net assets being reduced or diminished in any respect other than permitting normal course trading consistent with past practices or (iii) take any other action or fail to take any action that would be reasonably expected to reduce the net asset value of the Weiss Parties or their subsidiaries, in each case without the prior written consent of the Jefferies Parties, which may be granted or withheld in their sole and absolute discretion.

3. Guaranty.

(a) Guaranty of Obligations. Each Weiss Party (other than GWA) hereby irrevocably and unconditionally guarantees to each of JSI and LAM Holdings (collectively, the "Beneficiaries") and their successors, transferees and assigns as a primary obligor the prompt and complete payment and performance by GWA and each other Weiss Party when due (whether at the stated maturity, by acceleration or otherwise) of the Guaranteed Obligations (as herein defined). This guaranty shall remain in full force and effect until the Guaranteed Obligations are paid in full, notwithstanding any increase in the amount of the Guaranteed Obligations or any modification or amendment of any instrument governing the Guaranteed Obligations. As used herein, the term "Guaranteed Obligations" shall mean all the obligations of GWA and each other Weiss Party arising under any Note

Purchase Agreement, the Notes, the SR Agreement and this Agreement, and any loss, damage, penalty, action, judgment, suit, cost, expense, disbursement, liability, claim or other obligation, incurred by or behalf of any Beneficiary (including but not limited to reasonable out-of-pocket attorneys' fees and costs) arising out or, relating to or in connection with any Note Purchase Agreement, any Note, the SR Agreement, this Agreement or the transaction contemplated thereby.

(b) Nature of Guaranty. This guaranty is an irrevocable, absolute, and continuing guaranty of the full and punctual payment and performance and not a guaranty of collection. This guaranty may not be revoked by any Weiss Party and shall continue to be effective with respect to any Guaranteed Obligations arising or created after any attempted revocation by any Weiss Party.

(c) Guaranteed Obligations Not Reduced by Offset. No payment or payments made by any Weiss Party, any other guarantor or any other person or received or collected by any Beneficiary from any Weiss Party, any other guarantor or any other person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Weiss Party hereunder until all of the Guaranteed Obligations have been repaid in full. Each Weiss Party shall remain liable under this Agreement until the Guaranteed Obligations are satisfied and paid in full.

(d) Waivers. Each Weiss Party hereby acknowledges the applicable provisions of the Note Purchase Agreement, the Notes and the SR Agreement, and hereby waives notice of (i) any transactions thereunder, whether characterized as loans or advances, (ii) acceptance of this guaranty, (iii) any amendment or extension of the Guaranteed Obligations or any document evidencing or governing the Guaranteed Obligations, (iv) the execution and delivery by any Beneficiary or any other Weiss Party of any other agreement or other documents arising in connection with the Guaranteed Obligations, (v) the occurrence of any breach by any Weiss Party under any document or agreement governing the Guaranteed Obligations, (vi) a Beneficiary's transfer or disposition of any of its rights under the documents governing the Guaranteed Obligations, or any part thereof, (vii) sale or foreclosure (or posting or advertising for sale or foreclosure) of any collateral for the Guaranteed Obligations, including the Collateral, (viii) protest, proof of non-payment or default by any Weiss Party, or (ix) any other action at any time taken or omitted by the Beneficiaries, and, generally, except to the extent required by the terms hereof, all other demands and notices of every kind in connection with this guaranty, or any documents or agreements evidencing, securing or relating to any of the Guaranteed Obligations.

4. Grant Of Security.

(a) Grant of Security Interest. Each Weiss Party hereby grants and pledges to Secured Party (as defined below), to secure the full and punctual payment of the Guaranteed Obligations when due (whether at the stated maturity, by acceleration or otherwise), a continuing security interest in all of such Weiss Party's right, title and interest in, to and under the Collateral, wherever located, whether now owned or hereafter acquired

or arising, and all proceeds and products thereof. The Secured Party's security interest shall continually exist until all Guaranteed Obligations have been paid in full. Each Weiss Party shall make notations, reasonably satisfactory to the Secured Party, on its books and records disclosing the existence of this security interest in the Collateral. "Collateral" shall mean all goods, accounts, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, securities accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all of each Weiss Party's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing. Terms used in this definition shall have the meanings given to such terms in Article 9 of the Code (as defined below), as applicable.

(b) Priority of Security Interest. Each Weiss Party represents, warrants, and covenants that the security interest granted herein, and until expiration of the security interests as provided in Section 4(a), is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only, in the case of deposit account and securities account, to ordinary course liens in favor of that applicable depositary institutions and securities intermediaries that do not secure indebtedness for borrowed money).

(c) Authorization to File Financing Statements. Each Weiss Party hereby authorizes Secured Party to file financing statements, without notice to any Weiss Party, with all appropriate jurisdictions to perfect or protect the Secured Party's interest or rights hereunder, including a notice that any disposition of the Collateral, by either such Weiss Party or any other person, other than in accordance with this Agreement shall be deemed to violate the rights of Secured Party under the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York or any other applicable jurisdiction as the context may require (the "Code").

(d) Termination of Liens; Release of Collateral. Upon payment in full of all Guaranteed Obligations in accordance with the terms hereof, (i) the lien in the Collateral granted by each Weiss Party in favor of the Secured Party under, or pursuant to, this Agreement shall automatically be terminated and released without any further action by any person and all rights therein shall revert to the applicable Weiss Party and (ii) the Secured Party shall, at the Weiss Party's sole cost and expense, release its lien in the Collateral and execute and deliver to the applicable Weiss Party such documents reasonably requested by such Weiss Party to evidence such release.

(e) Account Control Agreement. Each Weiss Party shall within five Business Days of this Agreement, execute and deliver an account control agreement in respect of each account referred to in Section 2(a)(iii) to provide the Secured Party with perfection by control of its security interest in each such account, each in form and substance reasonable acceptable to the Secured Party.

(f) Further Assurances. Each Weiss Party shall execute any and all further documents, financing statements, agreements and instruments, and shall take all such further actions, which may be required under any applicable law or which Secured Party may reasonably request in order to grant, preserve, protect, perfect and evidence the validity and priority of the security interests created or intended to be created by this Agreement (including, without limitation, the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), all at the sole cost and expense of the Weiss Parties.

(g) Appointment of Secured Party. Each of JSI and LAM Holdings hereby appoints JSI to act as its collateral agent (JSI, together with its successors and assigns in such capacity, the "Secured Party") for purposes of perfecting the lien granted to the Secured Party in this Agreement. The Secured Party shall have no rights or duties other than as expressly provided herein, and may assign its rights under this Agreement to any Beneficiary or any affiliate thereof, solely with the consent of the Beneficiaries. The Secured Party shall be authorized to apply any proceeds of the Collateral to the Guaranteed Obligations in such order as it may determine in its sole discretion.

5. Representations.

(a) Enforceability. Each Weiss Party and Weiss hereby represents and warrants that (x) this Agreement has been duly executed and delivered by such Weiss Party and Weiss and (y) this Agreement is the legal, valid and binding obligation of such Weiss Party and Weiss, and is enforceable against each such Weiss Party and Weiss, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by equitable principles relating to enforceability.

(b) Authorization; No Conflicts. Each Weiss Party hereby represents and warrants that its execution, delivery and performance of this Agreement, are within its corporate or limited liability company powers and have been duly authorized by all necessary corporate, limited liability company and, if required, stockholder action of such Weiss Party. The execution, delivery and performance of this Agreement, (i) do not require any consent or approval of, registration or filing with, or any other action by, any governmental authority, except (a) such as have been obtained or made and are in full force and effect, and (b) for filings and registrations necessary to perfect liens created hereunder, (ii) will not violate any law, rule or regulation applicable to any Weiss Party, (iii) will not result in a default or breach under any of its constituent documents or any instrument or agreement binding on it or any of its assets, and (iv) will not result in the creation or imposition of any lien on any asset of any Weiss Party, or any of its subsidiaries, except liens created hereby.

(c) No Default; Representations and Warranties. Each Weiss Party hereby represents and warrants that except as disclosed to the Beneficiaries in writing (i) no default or breach has occurred under any Note Purchase Agreement, any Note, the SR Agreement or this Agreement and (ii) all of the representations and warranties of each Weiss Party, as applicable, contained in any of any Note Purchase Agreement, any Note, the SR Agreement

or this Agreement are true and correct in all material respects as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date.

(d) Disclosure. Each Weiss Party hereby represents and warrants that none of the reports, financial statements, certificates or other information furnished by or on behalf of any Weiss Party to the Secured Party or any Beneficiary in connection with the negotiation of this Agreement or delivered pursuant to hereto contains any untrue statement of a material fact or omits any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading as of the time when made or delivered.

6. Forbearance. In exchange for the Weiss Parties agreeing to and complying with the terms of this Agreement, JSI agrees to (a) forbear from seeking relief or exercising any remedies under title 11 of the United State Code (the "Bankruptcy Code"), including, but not limited to, commencing an involuntary case against GWA under sections 301 or 303 of the Bankruptcy Code, as well as initiating or causing the initiation of an assignment for the benefit of creditors proceeding, a receivership or other similar insolvency proceeding and (b) forbear from filing an Enforcement Action, in each case, for the period (the "Forbearance Period") beginning on the date hereof until the earlier of (x) two Business Days after such date or (y) the occurrence of any Forbearance Default, except that the Forbearance Period will be automatically extended by an additional one Business Day at the conclusion of the Forbearance Period unless the Jefferies Parties give written notice of a termination of the Forbearance Period to the Weiss Parties on or prior to the conclusion of the Forbearance Period. (For the avoidance of doubt, the Forbearance Period shall automatically terminate upon the occurrence of a Forbearance Default.) For the purposes hereof, "Forbearance Default" shall mean the occurrence of any of the events described on Exhibit A attached hereto and "Business Day" shall have the meaning given to such term in the SR Agreement.

7. Reservation of Rights. Except as expressly set forth herein, this Agreement shall not, by implication or otherwise, constitute a termination, waiver or amendment of, or otherwise affect the rights and remedies of any Beneficiary as a holder of the Notes, as party to the Note Purchase Agreements, as a party to the SR Agreement or under any other document. Each Beneficiary reserves all rights and remedies, including but not limited to rights to interest under the Notes and the SR Agreement, any netting and set-off, and defenses, that such Beneficiary is entitled to exercise under the Notes, the Note Purchase Agreement, the Redemption Notice, the SR Agreement, any related documents or otherwise at law or in equity. For the avoidance of doubt, this Agreement shall not extinguish the obligations for the payment of money outstanding under the Notes or SR Agreement or discharge or release the priority of the Notes or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding on the Notes, under the Note Purchase Agreement or the SR Agreement or any instruments, documents and agreements securing the same, which shall remain in full force and effect. Nothing in this Agreement shall be construed as a release or other discharge of any Weiss Party or its affiliates from any of its obligations and liabilities under the Note, the Note Purchase Agreement or the SR Agreement. No delay by any Beneficiary or any of its affiliates in exercising any right or remedy in respect of the Notes or the Note Purchase Agreement or the SR

Agreement or related documents or in respect of applicable law or equities will be deemed to constitute a waiver or forbearance of any such right or remedy. No verbal communication from or on behalf of any Beneficiary or any of its affiliates by any source with respect to the subject matter of this Agreement shall constitute any agreement of any Beneficiary or any of its affiliates with respect to the subject matter hereof, which shall be effective only if in writing and duly executed on behalf of such Beneficiary or such affiliate.

8. IMA Fees. WMSA hereby agrees as of date hereof to treat any amounts JSI owes WMSA pursuant to the IMA (including but not limited to any amounts for the period of January 1, 2023 through December 31, 2023, including but not limited to the Investment Teams Bonus Fee) as offsetting GWA's payment obligations to JSI under the Notes, and as a result (i) JSI shall have been deemed to have paid such amounts to WMSA and (ii) such deemed paid amounts shall be deemed to be a receipt by JSI of a payment by GWA on the Notes of such amount.

9. Weiss Guarantee. Weiss unconditionally and irrevocably personally guarantees to the Jefferies Entities the accuracy of the representations made by, and the performance of the agreements of, the Weiss Parties hereunder. Weiss further agrees that he shall take all actions within his control, including by exercising all of his voting, governance, management and other rights and powers with respect to each of the other Weiss Parties, any of their subsidiaries and any of his personal or his family's trusts to cause such persons to comply with the terms of this Agreement.

10. Miscellaneous.

(a) This Agreement may be executed in counterparts, each of which shall together be deemed an original instrument and all of which shall constitute one and the same agreement.

(b) The parties hereto represent that they shall do all acts, and execute and deliver all documents necessary, convenient, or desirable to effectuate all provisions of this Agreement.

(c) Each Weiss Party and Weiss acknowledges and agrees that it is receiving a direct benefit from the transactions contemplated by this Agreement, and the terms of this Agreement, including the guaranty provided herein and the security interests granted herein, constitute reasonably equivalent value for the benefit it is receiving from entering into this Agreement. Each Weiss Party and Weiss agrees that it shall not, nor shall it cause, directly or indirectly, any person controlled by, or under common control with, it, to take any action inconsistent with the terms of this Agreement. Each party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that the person executing this Agreement on behalf of that party has been properly authorized and empowered to enter into this Agreement and to bind that party hereto.

(d) This Agreement addresses the Past Due Obligations and the amounts under the IMA referenced in Section 8 hereof. This Agreement does not pertain to any other indebtedness and/or obligations of the Weiss Parties to the Jefferies Parties not specifically addressed in this Agreement (including but not limited to any amounts owed under the

Placement Agreement between Jefferies LLC and certain of the Weiss Parties). All terms and provisions of any agreements between one or more Weiss Parties and one or more Jefferies Parties, not specifically modified herein, shall remain in full force and effect in accordance with their terms.

(e) No modification, waiver or amendment of this Agreement shall be valid unless the same is in writing and executed by all parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

(f) This Agreement shall be binding upon the parties hereto and their predecessors, representatives, successors and permitted assigns, and shall inure to the benefit of said parties, and each of them, and their respective predecessors, representatives, successors and permitted assigns.

(g) All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties hereto concerning the subject matter hereof, are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereto are merged herein.

(h) This Agreement shall be governed by and construed and administered in accordance with the internal substantive laws of the State of New York without regard to principles of conflict of laws. Each party agrees that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the New York courts and irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in (i) any state court in the State of New York or (ii) any federal court in the State of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(i) In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be constructed as if such invalid or unenforceable provisions had never been contained in this Agreement.

(j) All notices or other communications required or permitted to be given hereunder shall be in writing and shall be sent by electronic mail or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when received, as follows:

(i) if to a Jefferies Party, to:

c/o Leucadia Asset Management Holdings LLC
520 Madison Avenue

New York, New York 10022
Attn: Nick Daraviras, Sonia Han Levovitz, Matthew Smith
E-mail: ndaraviras@jefferies.com; shan@jefferies.com;
matt.smith@jefferies.com

With copies to:

Herbert Smith Freehills
450 Lexington Avenue
New York NY 10017
Attn: Scott S. Balber
Email: Scott.Balber@hsf.com

(ii) if to a Weiss Party, to:

c/o GWA, LLC
320 Park Avenue
20th Floor
New York, New York 10022
Attention: Jeffrey Dillabough
Email: jdillabough@gweiss.com

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

GWA, LLC

By:_____
Name: George A. Weiss
Title: Manager

WEISS MULTI-STRATEGY ADVISERS LLC

By:_____
Name: George A. Weiss,
Title: Manager

WEISS MULTI-STRATEGY FUNDS, LLC

By:_____
Name: George A. Weiss
Title: Authorized Signatory

OGI ASSOCIATES, LLC

By:_____
Name: George A. Weiss
Title: Manager

WEISS SPECIAL OPERATIONS LLC

By:_____
Name: George A. Weiss
Title: Authorized Signatory

GEORGE A. WEISS, for purposes of Sections 5(a), 9 and 10(c)

_____

JEFFERIES STRATEGIC INVESTMENTS, LLC

By:_____
Name:
Title:

LEUCADIA ASSET MANAGEMENT HOLDINGS LLC

By:_____
Name:
Title:

EXHIBIT A

A "Forbearance Default" shall be deemed to have occur if any of the following evets occurs:

a) any breach by a Weiss Party or Weiss of its obligations under this Agreement;

b) any of the representations made by the Weiss Parties in Section 5 hereof ceasing to be true;

c) any Weiss Party shall have: (i) applied for, or consented to, the appointment of a custodian, receiver, fiscal agent, trustee or liquidator of all or a substantial part of its assets; (ii) filed a voluntary petition in bankruptcy, or sought dissolution or reorganization under any law; (iii) filed an answer admitting the material allegations of a bankruptcy or reorganization petition; or (iv) an involuntary proceeding under sections 301 or 303 Bankruptcy initiated against it by a third party (i.e., not a Jefferies Party);

d) any Weiss Party shall have: (i) a custodian, receiver, fiscal agent, trustee or liquidator appointed without its consent for all or a substantial part of its assets; (ii) have an involuntary petition filed against it in bankruptcy for dissolution or reorganization; or (iii) have been adjudicated a bankrupt or had a plan of reorganization submitted by any creditor or committee approved; or

e) any Weiss Party: (i) dissolves, liquidates or ceases operations; or (ii) agrees to the sale of, or a sale of all or substantially all of the property or assets of, such Weiss Party.

Exhibit J

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

202308

2024 FEB 13 AM 10:30

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019

CSC - 50 1418836-1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: **Weiss Multi-Strategy Funds LLC**

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: **c/o GWA, LLC, 320 Park Avenue, 20th Floor** | CITY: **New York** | STATE: **NY** | POSTAL CODE: **10022** | COUNTRY: **USA**

[redacted] ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Limited Liability Company | 1f. JURISDICTION OF ORGANIZATION: **New York** | 1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

[redacted] ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: **Jefferies Strategic Investments, LLC**

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: c/o Leucadia Asset Management Holdings LLC, 520 Madison Avenue | CITY: **New York** | STATE: **NY** | POSTAL CODE: **10022** | COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

All of the Debtor's goods, accounts, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, securities accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, (each foregoing term having the meaning given to it under the Uniform Commercial Code) whether now owned or hereafter acquired, wherever located; and all of the Debtor's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING NUMBER: 202402130049500

To be filed with the New York Secretary of State

1418836-1

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Exhibit K

GWA LLC
Interest on unpaid revenue sharing

Book as of 12/31/2020	$ 8,133,028.00
Adjustment after audited	$ (556,662.50)
Adjusted Balance as of 12/31/2020	$ 7,576,365.50
2021 Revenue Share	$ 17,495,573.50
2022 Revenue Share	$ 7,899,752.00
2023 Revenue Share	$ 7,239,840.00
2023 Revenue Share Payment	$ (1,000,000.00)
Interest earned	$ 6,855,240.54
Balance	$ 46,066,771.54

	Principal	ROR	Days	Interest	Addition	Adjustment	Payment	Balance
1/31/2021	-	5.25%		-	8,133,028.00	(556,662.50)		7,576,365.50
2/28/2021	7,576,365.50	5.25%	28	30,513.03				7,606,878.53
3/31/2021	7,606,878.53	5.25%	31	33,918.34				7,640,796.87
4/30/2021	7,640,796.87	5.25%	30	32,970.56	8,294,186.00			15,967,953.43
5/31/2021	15,967,953.43	5.25%	31	71,199.57				16,039,153.00
6/30/2021	16,039,153.00	5.25%	30	69,210.04				16,108,363.04
7/31/2021	16,108,363.04	5.25%	31	71,825.65	3,046,790.00			19,226,978.69
8/31/2021	19,226,978.69	5.25%	31	85,731.25				19,312,709.94
9/30/2021	19,312,709.94	5.25%	30	83,335.67				19,396,045.61
10/31/2021	19,396,045.61	5.25%	31	86,485.11	2,576,161.00			22,058,691.72
11/30/2021	22,058,691.72	5.25%	30	95,184.77				22,153,876.49
12/31/2021	22,153,876.49	5.25%	31	98,782.01				22,252,658.50
1/31/2022	22,252,658.50	5.25%	31	99,222.47	3,578,436.50			25,930,317.47
2/28/2022	25,930,317.47	5.25%	28	104,431.69				26,034,749.16
3/16/2022	26,034,749.16	5.25%	16	59,915.59				26,094,664.75
3/31/2022	26,034,749.16	5.50%	15	58,845.67				26,153,510.42
4/30/2022	26,153,510.42	5.50%	30	118,228.20	2,683,949.00			28,955,687.62
5/4/2022	28,955,687.62	5.50%	4	17,452.74				28,973,140.36
5/31/2022	28,955,687.62	6.00%	27	128,515.65				29,101,656.01
6/15/2022	29,101,656.01	6.00%	15	71,757.51				29,173,413.52
6/30/2022	29,101,656.01	6.75%	15	80,727.20				29,254,140.72
7/27/2022	29,254,140.72	6.75%	27	146,070.33				29,400,211.05
7/31/2022	29,254,140.72	7.50%	4	24,044.50	940,635.00			30,364,890.55
8/31/2022	30,364,890.55	7.50%	31	193,420.19				30,558,310.74
9/21/2022	30,558,310.74	7.50%	21	131,861.20				30,690,171.94
9/30/2022	30,558,310.74	8.25%	9	62,163.14				30,752,335.08
10/31/2022	30,752,335.08	8.25%	31	215,476.98	2,038,069.00			33,005,881.06
11/2/2022	33,005,881.06	8.25%	2	14,920.47				33,020,801.53
11/30/2022	33,005,881.06	9.00%	28	227,876.22				33,248,677.75
12/14/2022	33,248,677.75	9.00%	14	114,776.26				33,363,454.01
12/31/2022	33,248,677.75	9.50%	17	147,114.01				33,510,568.02
1/31/2023	33,510,568.02	9.50%	31	270,379.79	2,237,099.00			36,018,046.81
2/1/2023	36,018,046.81	9.50%	1	9,274.56				36,027,321.37
2/28/2023	36,018,046.81	9.75%	27	259,774.00				36,287,195.37
3/22/2023	36,287,195.37	9.75%	22	213,249.41				36,500,444.78
3/31/2023	36,287,195.37	10.00%	9	89,475.28				36,589,920.06
4/30/2023	36,589,920.06	10.00%	30	300,739.07	1,763,030.00			38,653,689.13
5/3/2023	38,653,689.13	10.00%	3	31,770.16				38,685,459.29
5/31/2023	38,653,689.13	10.25%	28	303,934.49				38,989,393.78
6/30/2023	38,989,393.78	10.25%	30	328,472.29				39,317,866.07
7/26/2023	39,317,866.07	10.25%	26	287,074.28				39,604,940.35
7/31/2023	39,317,866.07	10.50%	5	56,553.10	2,363,077.00			42,024,570.45
8/31/2023	42,024,570.45	10.50%	31	374,767.06				42,399,337.51
9/30/2023	42,399,337.51	10.50%	30	365,912.09				42,765,249.60
10/31/2023	42,765,249.60	10.50%	31	381,372.29	3,113,733.00			46,260,354.89
11/30/2023	46,260,354.89	10.50%	30	399,233.20			(1,000,000.00)	45,659,588.09
12/31/2023	45,659,588.09	10.50%	31	407,183.45				46,066,771.54
LTD				6,855,240.54	40,768,193.50	(556,662.50)	(1,000,000.00)	

RSA Receivable

Date	Principal	Prime	+2%	Rate	Days	Interest	Addition	Ending
Dec'23								46,066,771.54
Jan'24	46,066,771.54	8.50%	2%	10.50%	31	410,814.63	3,557,465.00	50,035,051.17
Feb'24	50,035,051.17	8.50%	2%	10.50%	29	417,415.70	-	50,452,466.87
Mar'24	50,452,466.87	8.50%	2%	10.50%	31	449,925.42	-	50,902,392.30
Apr'24	50,902,392.30	8.50%	2%	10.50%	28	410,008.31	-	51,312,400.61
Total					**119**	**1,688,164.07**		**51,312,401**

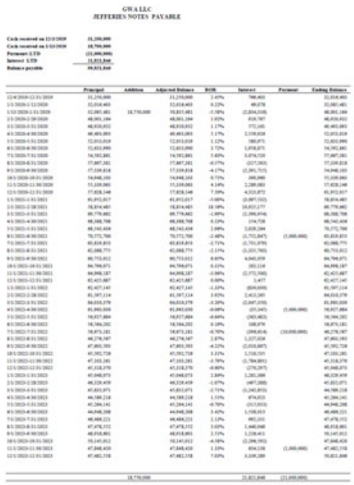
Revenue Share Fee payable to Jefferies (formerly Leucadia)
January 1, 2023 thru December 31, 2023

	Total	Disregarded	Net	LAM Fee
OGI Associates LLC:				
Ritz gain/(Loss) on investments	(5,258,465)		(5,258,465)	(946,524)
Gain/(Loss) on Derivatives	(1,308,884)		(1,308,884)	(235,599)
Net change in unrealized	7,934,366		7,934,366	1,428,186
Interest Income	3,685,675		3,685,675	663,422
Interest Expense	(3,573,924)		(3,573,924)	(643,306)
Dividend Income	2,272,694		2,272,694	409,085
Dividend Expense	(1,973,783)		(1,973,783)	(355,281)
Other Income	-		-	-
Professional fees & other expenses	(220,167)	220,167	-	-
Total OGI Associates	**1,557,512**	**220,167**	**1,777,679**	**319,982**
Interest and Other Income:				
GWA, LLC	-		-	-
Weiss Multi-Strategy Advisers LLC	836		836	151
Weiss Multi-Strategy Funds LLC	46		46	8
Total Interest and Other Income	**882**	**-**	**-**	**882**	**159**
Management Fees per WMSA TB:				
18% fee	35,093,993		35,093,993	6,316,919
15% fee - EG	3,088,092		3,088,092	463,214
subtotal of management fees	38,182,085	-	-	38,182,085	6,780,132
Crystallized incentive fee per WMSA TB:				
18% fee	20,518,977		20,518,977	3,693,416
15% fee - EG	24,105		24,105	3,616
subtotal of crystallized incentive fee	20,543,082	-	-	20,543,082	3,697,032
Total Crystallized Fees	**58,725,166**	**-**	**-**	**58,725,166**	**10,477,164**
YTD - Total Revenue Sharing Fee	**60,283,560**	**-**	**220,167**	**60,503,727**	**10,797,305**

Q4'23 YTD RSA	10,797,305
Q3'23 YTD RSA	7,239,840
QTD Q4'23 RSA Addition	**3,557,465**

Revenue Share Fee payable to Jefferies (formerly Leucadia)
January 1, 2023 thru September 30, 2023

	Total	Disregarded	Net	LAM Fee
OGI Associates LLC:				
Ritz gain/(Loss) on investments	(2,833,314)		(2,833,314)	(509,997)
Gain/(Loss) on Derivatives	(584,493)		(584,493)	(105,209)
Net change in unrealized	3,638,092		3,638,092	654,857
Interest Income	2,614,719		2,614,719	470,649
Interest Expense	(2,593,116)		(2,593,116)	(466,761)
Dividend Income	1,737,015		1,737,015	312,663
Dividend Expense	(1,333,927)		(1,333,927)	(240,107)
Other Income	-		-	-
Professional fees & other expenses	(202,501)	202,501	-	-
Total OGI Associates	**442,475**	**202,501**	**644,976**	**116,096**
Interest and Other Income:				
GWA, LLC	-		-	-
Weiss Multi-Strategy Advisers LLC	616		616	111
Weiss Multi-Strategy Funds LLC	30		30	5
Total Interest and Other Income	**646**	**-**	**-**	**646**	**116**
Management Fees per WMSA TB:				
18% fee	27,764,837		27,764,837	4,997,671
15% fee - EG	2,189,169		2,189,169	328,375
subtotal of management fees	29,954,006	-	-	29,954,006	5,326,046
Crystallized incentive fee per WMSA TB:				
18% fee	9,986,568		9,986,568	1,797,582
15% fee - EG	-		-	-
subtotal of crystallized incentive fee	9,986,568	-	-	9,986,568	1,797,582
Total Crystallized Fees	**39,940,574**	**-**	**-**	**39,940,574**	**7,123,628**
YTD - Total Revenue Sharing Fee	**40,383,695**	**-**	**202,501**	**40,586,196**	**7,239,840**


GWA LLC
JEFFERIES NOTES PAYABLE

	Principal	Addition	Adjusted Balance	ROR	Interest	Payment	Ending Balance
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Tranche 1							
Period Ended	Starting Balance	Addition	Adjusted Balance	ROR	Interest	Pay Down	Ending Balance
12/31/2019	31,250,000.00		31,250,000.00	2.45%	766,403.00		32,016,403.00
1/10/2020	32,016,403.00		32,016,403.00	0.22%	69,078.00		32,085,481.00
1/31/2020	32,085,481.00		32,085,481.00	-5.58%	(1,788,915.74)		30,296,565.26
2/29/2020	30,296,565.26		30,296,565.26	1.92%	580,523.01		30,877,088.27
3/31/2020	30,877,088.27		30,877,088.27	1.17%	361,127.56		31,238,215.83
4/30/2020	31,238,215.83		31,238,215.83	5.17%	1,615,730.26		32,853,946.09
5/31/2020	32,853,946.09		32,853,946.09	1.12%	367,964.31		33,221,910.40
6/30/2020	33,221,910.40		33,221,910.40	3.72%	1,235,090.30		34,457,000.70
7/31/2020	34,457,000.70		34,457,000.70	5.63%	1,940,523.65		36,397,524.35
8/31/2020	36,397,524.35		36,397,524.35	-0.57%	(206,745.06)		36,190,779.29
9/30/2020	36,190,779.29		36,190,779.29	-4.17%	(1,509,562.94)		34,681,216.35
10/31/2020	34,681,216.35		34,681,216.35	0.71%	246,759.53		34,927,975.88
11/30/2020	34,927,975.88		34,927,975.88	4.14%	1,444,784.78		36,372,760.66
12/31/2020	36,372,760.66		36,372,760.66	7.50%	2,729,068.56		39,101,829.22
1/31/2021	39,101,829.22		39,101,829.22	-5.00%	(1,955,048.61)		37,146,780.62
2/28/2021	37,146,780.62		37,146,780.62	18.56%	6,895,568.85		44,042,349.46
3/31/2021	44,042,349.46		44,042,349.46	-1.99%	(877,918.87)		43,164,430.59
4/30/2021	43,164,430.59		43,164,430.59	0.23%	97,658.61		43,262,089.20
5/31/2021	43,262,089.20		43,262,089.20	2.96%	1,280,796.61		44,542,885.80
6/30/2021	44,542,885.80		44,542,885.80	-2.48%	(1,106,332.39)	(5,000,000.00)	38,436,553.42
7/31/2021	38,436,553.42		38,436,553.42	-2.71%	(1,042,570.12)		37,393,983.29
8/31/2021	37,393,983.29		37,393,983.29	-2.15%	(804,485.18)		36,589,498.11
9/30/2021	36,589,498.11		36,589,498.11	6.65%	2,434,998.61		39,024,496.72
10/31/2021	39,024,496.72		39,024,496.72	0.31%	121,727.68		39,146,224.40
11/30/2021	39,146,224.40		39,146,224.40	-3.96%	(1,549,330.33)		37,596,894.07
12/31/2021	37,596,894.07		37,596,894.07	0.00%	878.10		37,597,772.18
1/31/2022	37,597,772.18		37,597,772.18	-1.33%	(499,899.79)		37,097,872.39
2/28/2022	37,097,872.39		37,097,872.39	3.92%	1,453,428.44		38,551,300.82
3/31/2022	38,551,300.82		38,551,300.82	-3.20%	(1,233,049.52)		37,318,251.30
4/29/2022	37,318,251.30		37,318,251.30	-0.06%	(21,287.71)	(5,000,000.00)	32,296,963.59
5/31/2022	32,296,963.59		32,296,963.59	-0.64%	(206,215.40)		32,090,748.20
6/30/2022	32,090,748.20		32,090,748.20	0.19%	61,827.40		32,152,575.60
7/31/2022	32,152,575.60		32,152,575.60	-0.70%	(225,012.28)	(10,000,000.00)	21,927,563.32
8/31/2022	21,927,563.32		21,927,563.32	2.87%	628,794.41		22,556,357.73
9/30/2022	22,556,357.73		22,556,357.73	-4.22%	(952,823.78)		21,603,533.95
10/31/2022	21,603,533.95		21,603,533.95	3.31%	715,747.82		22,319,281.77
11/30/2022	22,319,281.77		22,319,281.77	-3.79%	(845,747.92)		21,473,533.85
12/31/2022	21,473,533.85		21,473,533.85	-0.60%	(128,076.80)		21,345,457.05
1/31/2023	21,345,457.05		21,345,457.05	2.84%	607,168.48		21,952,625.52
2/28/2023	21,952,625.52		21,952,625.52	-1.07%	(235,680.98)		21,716,944.54
3/31/2023	21,716,944.54		21,716,944.54	-2.71%	(588,910.10)		21,128,034.44
4/30/2023	21,128,034.44		21,128,034.44	1.51%	319,803.69		21,447,838.12
5/31/2023	21,447,838.12		21,447,838.12	-0.70%	(149,700.84)		21,298,137.29
6/30/2023	21,298,137.29		21,298,137.29	3.42%	728,767.92		22,026,905.21
7/31/2023	22,026,905.21		22,026,905.21	2.13%	470,203.44		22,497,108.64
8/31/2023	22,497,108.64		22,497,108.64	3.03%	681,875.09		23,178,983.73
9/30/2023	23,178,983.73		23,178,983.73	2.51%	581,593.11		23,760,576.84
10/31/2023	23,760,576.84		23,760,576.84	-4.58%	(1,088,210.94)		22,672,365.89
11/30/2023	22,672,365.89		22,672,365.89	1.33%	300,478.38	(1,000,000.00)	21,972,844.28
12/31/2023	21,972,844.28		21,972,844.28	7.03%	1,545,276.40		23,518,120.67
Ending Balance 12/31/2023					13,268,120.67	(21,000,000.00)	23,518,120.67

Tranche 2							
Period Ended	Starting Balance	Addition	Adjusted Balance	ROR	Interest	Pay Down	Ending Balance
12/31/2019	-		-	2.45%	-		-
1/10/2020	-		-	0.22%	-		-
1/31/2020	18,750,000.00		18,750,000.00	-5.58%	(1,045,400.26)		17,704,599.74
2/29/2020	17,704,599.74		17,704,599.74	1.92%	339,243.99		18,043,843.73
3/31/2020	18,043,843.73		18,043,843.73	1.17%	211,034.44		18,254,878.17
4/30/2020	18,254,878.17		18,254,878.17	5.17%	944,194.74		19,199,072.91
5/31/2020	19,199,072.91		19,199,072.91	1.12%	215,029.69		19,414,102.60
6/30/2020	19,414,102.60		19,414,102.60	3.72%	721,757.70		20,135,860.30
7/31/2020	20,135,860.30		20,135,860.30	5.63%	1,133,996.35		21,269,856.65
8/31/2020	21,269,856.65		21,269,856.65	-0.57%	(120,816.94)		21,149,039.71
9/30/2020	21,149,039.71		21,149,039.71	-4.17%	(882,153.06)		20,266,886.65
10/31/2020	20,266,886.65		20,266,886.65	0.71%	144,200.47		20,411,087.12
11/30/2020	20,411,087.12		20,411,087.12	4.14%	844,298.22		21,255,385.34
12/31/2020	21,255,385.34		21,255,385.34	7.50%	1,594,803.44		22,850,188.78
1/31/2021	22,850,188.78		22,850,188.78	-5.00%	(1,142,484.39)		21,707,704.38
2/28/2021	21,707,704.38		21,707,704.38	18.56%	4,029,608.15		25,737,312.54
3/31/2021	25,737,312.54		25,737,312.54	-1.99%	(513,035.13)		25,224,277.41
4/30/2021	25,224,277.41		25,224,277.41	0.23%	57,069.39		25,281,346.80
5/31/2021	25,281,346.80		25,281,346.80	2.96%	748,467.39		26,029,814.20
6/30/2021	26,029,814.20		26,029,814.20	-2.48%	(646,514.61)		25,383,299.58
7/31/2021	25,383,299.58		25,383,299.58	-2.71%	(688,507.88)		24,694,791.71
8/31/2021	24,694,791.71		24,694,791.71	-2.15%	(531,277.82)		24,163,513.89
9/30/2021	24,163,513.89		24,163,513.89	6.65%	1,608,060.39		25,771,574.28
10/31/2021	25,771,574.28		25,771,574.28	0.31%	80,388.32		25,851,962.60
11/30/2021	25,851,962.60		25,851,962.60	-3.96%	(1,023,169.67)		24,828,792.93
12/31/2021	24,828,792.93		24,828,792.93	0.00%	579.90		24,829,372.82
1/31/2022	24,829,372.82		24,829,372.82	-1.33%	(330,131.21)		24,499,241.61
2/28/2022	24,499,241.61		24,499,241.61	3.92%	959,836.56		25,459,078.18
3/31/2022	25,459,078.18		25,459,078.18	-3.20%	(814,299.48)		24,644,778.70
4/29/2022	24,644,778.70		24,644,778.70	-0.06%	(14,058.29)		24,630,720.41
5/31/2022	24,630,720.41		24,630,720.41	-0.64%	(157,266.60)		24,473,453.80
6/30/2022	24,473,453.80		24,473,453.80	0.19%	47,151.60		24,520,605.40
7/31/2022	24,520,605.40		24,520,605.40	-0.70%	(171,601.72)		24,349,003.68
8/31/2022	24,349,003.68		24,349,003.68	2.87%	698,231.59		25,047,235.27
9/30/2022	25,047,235.27		25,047,235.27	-4.22%	(1,058,043.22)		23,989,192.05
10/31/2022	23,989,192.05		23,989,192.05	3.31%	794,787.18		24,783,979.23
11/30/2022	24,783,979.23		24,783,979.23	-3.79%	(939,143.08)		23,844,836.15
12/31/2022	23,844,836.15		23,844,836.15	-0.60%	(142,220.20)		23,702,615.95
1/31/2023	23,702,615.95		23,702,615.95	2.84%	674,217.52		24,376,833.48
2/28/2023	24,376,833.48		24,376,833.48	-1.07%	(261,707.02)		24,115,126.46
3/31/2023	24,115,126.46		24,115,126.46	-2.71%	(653,942.90)		23,461,183.56
4/30/2023	23,461,183.56		23,461,183.56	1.51%	355,119.31		23,816,302.88
5/31/2023	23,816,302.88		23,816,302.88	-0.70%	(166,232.16)		23,650,070.71
6/30/2023	23,650,070.71		23,650,070.71	3.42%	809,245.08		24,459,315.79
7/31/2023	24,459,315.79		24,459,315.79	2.13%	522,127.56		24,981,443.36
8/31/2023	24,981,443.36		24,981,443.36	3.03%	757,173.91		25,738,617.27
9/30/2023	25,738,617.27		25,738,617.27	2.51%	645,817.89		26,384,435.16
10/31/2023	26,384,435.16		26,384,435.16	-4.58%	(1,208,381.06)		25,176,054.11
11/30/2023	25,176,054.11		25,176,054.11	1.33%	333,659.93		25,509,714.03
12/31/2023	25,509,714.03		25,509,714.03	7.03%	1,794,012.58		27,303,726.61
Ending Balance 12/31/2023					8,553,726.61	-	27,303,726.61

	Date	Principal	Prime	+2%	Rate	Days	Interest	Ending
	9/21/2022							
	9/30/2022	3,000,000.00	6.25%	2%	8.25%	9	6,187.50	3,006,187.50
	10/31/2022	3,006,187.50	6.25%	2%	8.25%	30	20,667.54	3,026,855.04
	11/2/2022	3,026,855.04	6.25%	2%	8.25%	2	1,387.31	3,028,242.35
**mid month rate change	11/30/2022	3,026,855.04	7%	2%	9.00%	28	21,187.99	3,049,430.33
	12/14/2022	3,049,430.33	7%	2%	9.00%	14	10,673.01	3,060,103.34
**mid month rate change	12/31/2022	3,049,430.33	7.50%	2%	9.50%	16	12,875.37	3,072,978.71
	1/31/2023	3,072,978.71	7.50%	2%	9.50%	30	24,327.75	3,097,306.46
	2/1/2023	3,097,306.46	7.50%	2%	9.50%	1	817.34	3,098,123.80
**mid month rate change	2/28/2023	3,097,306.46	7.75%	2%	9.75%	29	24,326.76	3,122,450.57
	3/22/2023	3,122,450.57	7.75%	2%	9.75%	22	18,604.60	3,141,055.17
**mid month rate change	3/31/2023	3,122,450.57	8%	2%	10.00%	8	6,938.78	3,147,993.95
	4/30/2023	3,147,993.95	8%	2%	10.00%	30	26,233.28	3,174,227.23
	5/3/2023	3,174,227.23	8%	2%	10.00%	3	2,645.19	3,176,872.42
**mid month rate change	5/31/2023	3,174,227.23	8.25%	2%	10.25%	27	24,401.87	3,201,274.29
	6/30/2023	3,201,274.29	8.25%	2%	10.25%	30	27,344.22	3,228,618.51
	7/26/2023	3,228,618.51	8.25%	2%	10.25%	26	23,900.75	3,252,519.25
**mid month rate change	7/31/2023	3,228,618.51	8.50%	2%	10.50%	4	3,766.72	3,256,285.97
	8/31/2023	3,256,285.97	8.50%	2%	10.50%	30	28,492.50	3,284,778.48
	9/30/2023	3,284,778.48	8.50%	2%	10.50%	30	28,741.81	3,313,520.29
	10/31/2023	3,313,520.29	8.50%	2%	10.50%	30	28,993.30	3,342,513.59
	11/30/2023	3,342,513.59	8.50%	2%	10.50%	30	29,246.99	3,371,760.59
	12/31/2023	3,371,760.59	8.50%	2%	10.50%	30	29,502.91	3,401,263.49
Ending Balance 12/31/23							**401,263.49**	**3,401,263.49**

Effective Date	Rate
7/27/2023	8.50%
5/4/2023	8.25%
3/23/2023	8.00%
2/2/2023	7.75%
12/15/2022	7.50%
11/3/2022	7.00%
9/22/2022	6.25%
7/28/2022	5.50%

GWA LLC

JEFFERIES NOTES PAYABLE - GL acct:2012

Cash received on 9/21/2022 $ 3,000,000.00
Payments
Interest LTD 401,263.49
Balance payable $ 3,401,263.49
Interest Rate Prime rate plus 2% compounded monthly, computed on the basis of a 360-day year of 12 30-day months

	Principal	ROR	Days	Interest	Payment	Balance
9/21/2022	3,000,000.00			-		3,000,000.00
9/30/2022	3,000,000.00	8.25%	9	6,187.50		3,006,187.50
10/31/2022	3,006,187.50	8.25%	30	20,667.54		3,026,855.04
11/2/2022	3,026,855.04	8.25%	2	1,387.31		3,028,242.35
11/30/2022	3,026,855.04	9.00%	28	21,187.99		3,049,430.34
12/14/2022	3,049,430.34	9.00%	14	10,673.01		3,060,103.35
12/31/2022	3,049,430.34	9.50%	16	12,875.37		3,072,978.72
1/31/2023	3,072,978.72	9.50%	30	24,327.75		3,097,306.47
2/1/2023	3,097,306.47	9.50%	1	817.34		3,098,123.81
2/28/2023	3,097,306.47	9.75%	29	24,326.76		3,122,450.57
3/22/2023	3,122,450.57	9.75%	22	18,604.60		3,141,055.17
3/31/2023	3,122,450.57	10.00%	8	6,938.78		3,147,993.95
4/30/2023	3,147,993.95	10.00%	30	26,233.28		3,174,227.23
5/3/2023	3,174,227.23	10.00%	3	2,645.19		3,176,872.42
5/31/2023	3,174,227.23	10.25%	27	24,401.87		3,201,274.29
6/30/2023	3,201,274.29	10.25%	30	27,344.22		3,228,618.51
7/26/2023	3,228,618.51	10.25%	26	23,900.75		3,252,519.26
7/31/2023	3,228,618.51	10.50%	4	3,766.72		3,256,285.98
8/31/2023	3,256,285.98	10.50%	30	28,492.50		3,284,778.48
9/30/2023	3,284,778.48	10.50%	30	28,741.81		3,313,520.29
10/31/2023	3,313,520.29	10.50%	30	28,993.30		3,342,513.59
11/30/2023	3,342,513.59	10.50%	30	29,246.99		3,371,760.58
12/31/2023	3,371,760.58	10.50%	30	29,502.91		3,401,263.49
LTD				401,263.49		

Tranche 1								
Date	Principal	Prime	+5%	Rate	Days	Interest	Add/Subtraction	Ending
Dec'23								23,518,120.67
Jan'24	23,518,120.67	8.50%	5%	13.50%	30	264,578.86		23,782,699.53
Feb'24	23,782,699.53	8.50%	5%	13.50%	11	98,103.64	(2,581,878.24)	21,298,924.93
Feb'24	21,298,924.93	8.50%	5%	13.50%	3	23,961.29	(3,000,000.00)	18,322,886.22
Feb'24	18,322,886.22	8.50%	5%	13.50%	16	109,937.32		18,432,823.54
Mar'24	18,432,823.54	8.50%	5%	13.50%	30	207,369.26		18,640,192.80
Apr'24	18,640,192.80	8.50%	5%	13.50%	28	195,722.02		18,835,914.82
Total					**118**	**899,672.39**		**18,835,914.82**

Tranche 2								
Date	Principal	Prime	+5%	Rate	Days	Interest	Add/Subtraction	Ending
Dec'23								27,303,726.61
Jan'24	27,303,726.61	8.50%	5%	13.50%	30	307,166.92		27,610,893.54
Feb'24	27,610,893.54	8.50%	5%	13.50%	11	113,894.94		27,724,788.47
Feb'24	27,610,893.54	8.50%	5%	13.50%	3	31,062.26		27,755,850.73
Feb'24	27,610,893.54	8.50%	5%	13.50%	16	165,665.36		27,921,516.09
Mar'24	27,921,516.09	8.50%	5%	13.50%	30	314,117.06		28,235,633.15
Apr'24	28,235,633.15	8.50%	5%	13.50%	28	296,474.15		28,532,107.29
Total					**118**	**1,228,380.68**		**28,532,107.29**

Tranche 3								
Date	Principal	Prime	+5%	Rate	Days	Interest	Add/Subtraction	Ending
Dec'23								3,401,263.49
Jan'24	3,401,263.49	8.50%	5%	13.50%	30	38,264.21		3,439,527.70
Feb'24	3,439,527.70	8.50%	5%	13.50%	11	14,188.05		3,453,715.76
Feb'24	3,439,527.70	8.50%	5%	13.50%	3	3,869.47		3,457,585.23
Feb'24	3,439,527.70	8.50%	5%	13.50%	16	20,637.17		3,478,222.39
Mar'24	3,478,222.39	8.50%	5%	13.50%	30	39,130.00		3,517,352.39
Apr'24	3,517,352.39	8.50%	5%	13.50%	28	36,932.20		3,554,284.59
Total					**118**	**153,021.10**		**3,554,284.59**

Add/Subtraction

$ 2,581,878.24 **reduce obligation (Trance 1) effective Feb 12th 2024 per Forebearance Agreement
$ 3,000,000.00 **paydown on 2/15

Investment Teams Bonus Fee

Invoice: 20231231 SSF
Date: January 30, 2024
Interim CFO: Scott Crowell
Fund Reference: Jefferies Strategic Investments, LLC

Investment Teams Bonus Fee

2023 Investment Teams Bonus Fee payable for the period January 1, 2023 through December 31, 2023

AMOUNT: $ 2,581,878.24

Please make payment to:
Bank Name: US Trust/Bank of America
ABA/Routing: 026009593
FBO: Weiss Multi-Strategy Advisers LLC
Account Number: 483011476910
Attn: Merate Lashley

Exhibit L

Invoice

Herbert Smith Freehills LLP
450 Lexington Avenue, 14th floor
New York NY 10017
USA
T +1 917 542 7600
F +1 917 542 7601
www.herbertsmithfreehills.com

Jefferies LLC
520 Madison Avenue
New York NY 10022

Our ref: 16117/31064692
Your ref: 5298

Invoice no	66009718
Invoice date	15 March 2024
Re	Weiss
Period	1 January 2024 to 29 February 2024
Activity Code	A111
Client's Matter ID	5298

INVOICE

Federal Tax ID: 98-1062435

	USD
TO OUR PROFESSIONAL CHARGES in connection with the above	140,613.50
Discount 14.99%	-21,077.03
	119,536.47
External Searches	228.70
	119,765.17
Total	119,765.17

For all forms of payment please quote our invoice number. If paying by Bank Transfer please remit funds to:
Herbert Smith Freehills NY LLP,
Santander N.A., 601 Penn Street, Reading, PA 19601.
A/C Number[redacted], BIC/SWIFT:[redacted], Routing/ABA:[redacted]

We will not change our bank account details without informing you first. If you are notified of our bank account details changing, please check with your known contact at Herbert Smith Freehills for confirmation.

You may have a right to object to this bill by way of the firm's complaints procedure, and/or by making a complaint to the Legal Ombudsman, and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
If all or part of this bill remains unpaid we may be entitled to charge interest.

Herbert Smith Freehills New York LLP and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.
Herbert Smith Freehills New York LLP is a limited liability partnership registered in England and Wales with registered number OC375072. Its registered office is at Exchange House, Primrose Street, London EC2A 2EG.

Invoice

Herbert Smith Freehills LLP
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New York NY 10017
USA
T +1 917 542 7600
F +1 917 542 7601
www.herbertsmithfreehills.com

Jefferies LLC
520 Madison Avenue
New York NY 10022

Our ref: 16117/31064692
Your ref: 5298

Invoice no	66009964
Invoice date	24 April 2024
Re	Weiss
Period	1 February 2024 to 31 March 2024
Activity Code	A111
Client's Matter ID	5298

INVOICE

Federal Tax ID: 98-1062435

		USD
TO OUR PROFESSIONAL CHARGES in connection with the above		47,657.50
Discount 15%		-7,148.63
		40,508.87
External Searches		60.21
		40,569.08
DISBURSEMENTS		
Professional Fees		
Serving By Irving, Inc.	7,700.00	
		7,700.00
Total		48,269.08

For all forms of payment please quote our invoice number. If paying by Bank Transfer please remit funds to:
Herbert Smith Freehills NY LLP,
Santander N.A., 601 Penn Street, Reading, PA 19601.
A/C Number: [redacted] BIC/SWIFT: [redacted] Routing/ABA: [redacted]

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If all or part of this bill remains unpaid we may be entitled to charge interest.

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Invoice

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New York NY 10017
USA
T +1 917 542 7600
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Jefferies LLC
520 Madison Avenue
New York NY 10022

Our ref: 16117/31064692
Your ref: 5298

Invoice no	66010128
Invoice date	17 May 2024
Re	Weiss
Period	1 March 2024 to 28 April 2024
Activity Code	A111
Client's Matter ID	5298

INVOICE

Federal Tax ID: 98-1062435

	USD
TO OUR PROFESSIONAL CHARGES in connection with the above	22,381.00
Discount 15%	-3,357.15
Total	19,023.85

For all forms of payment please quote our invoice number. If paying by Bank Transfer please remit funds to:
Herbert Smith Freehills NY LLP,
Santander N.A., 601 Penn Street, Reading, PA 19601.
A/C Number: [redacted], BIC/SWIFT: [redacted], Routing/ABA: [redacted]

We will not change our bank account details without informing you first. If you are notified of our bank account details changing, please check with your known contact at Herbert Smith Freehills for confirmation.

You may have a right to object to this bill by way of the firm's complaints procedure, and/or by making a complaint to the Legal Ombudsman, and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
If all or part of this bill remains unpaid we may be entitled to charge interest.

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