

ending on the date of such Liquidity Event which shall continue to be payable to the Members hereof at the time and in the amounts otherwise payable under Section 11 subject in all events in Section 12.

14. Equity Payments.

a. The Managing Member may allocate from time to time the right to receive Equity Payments in respect of a Liquidity Event among some or all of the Executives. All Equity Payments not payable to Non-Managing Members hereunder are retained by the Managing Member. When such allocations of rights to Equity Payments are made, each Member's Revised Supplement will be revised to reflect such allocation, which will include a schedule reflecting when the right to Equity Payments shall vest and such other terms and conditions as the Managing Member shall provide at that time, the provisions of this Section 14 notwithstanding. Unvested Equity Percentages may be modified, cancelled or reallocated from time to time by the Managing Member in his sole discretion. Allocations of additional Equity Percentages shall dilute the Equity Percentages of all Non-Managing Members (including vested Equity Percentages) pro rata based on their Equity Percentages (before giving effect to the new allocation). All proceeds of a Liquidity Event relating to the Equity Base Amount (which may be prorated on a partial sale) shall be payable to Feinberg and Richter and shall not be payable to the Company.

b. A Non-Managing Member's right to Equity Payments hereunder may vest upon death, Permanent Disability, Retirement or as otherwise set forth in such Member's Revised Supplement; provided that, in the case of a Retirement or with respect to vested Equity Percentages, if a Non-Managing Member fails to comply with the Covenants Agreement, such Non-Managing Member's Equity Percentage shall be forfeited. Any other