



portion thereof) after the Effective Date, and (ii) the fair market value of any distributions made in kind by the Onshore Fund in respect of the Dubin Interest, valued at the time of distribution by the Onshore Fund in accordance with Sections 7.2 and 12.3 of the Limited Liability Company Agreement of the Onshore Fund).

(ii) Following payment by Glenn Dubin of the Backstop Payment, Jeepers, Inc., shall pay, deliver, or transfer to Glenn Dubin, within five business days of actual receipt of any distribution of any nature from the Onshore Fund with respect to the Dubin Interest on or after the Backstop Date (each, a “Retained Distribution”):

(A) if such Retained Distribution is in cash, an amount equal to (and in the same currency as) such Retained Distribution actually received by Jeepers, Inc.; or

(B) if such Retained Distribution is of property other than cash, such assets actually received by Jeepers, Inc., in the same form as such Retained Distribution was made by the Onshore Fund;

until the sum of such Retained Distributions (including, the fair market value of any distributions made in kind by the Onshore Fund in respect of the Dubin Interest, valued at the time of distribution by the Onshore Fund in accordance with Sections 7.2 and 12.3 of the Limited Liability Company Agreement of the Onshore Fund) is equal to the Backstop Payment. Thereafter, Jeepers, Inc. shall have no obligation to pay, deliver, or transfer to Glenn Dubin any further distributions from the Onshore Fund with respect to the Dubin Interest.

(c) In order to allow Glenn Dubin to ascertain the sum of all distributions (which shall include, for the avoidance of doubt, (X) the value of any income or withholding taxes withheld by the Onshore Fund in respect of the Dubin Interest for any tax period (or portion thereof) after the Effective Date, and (Y) the fair market value of any distributions made in kind by the Onshore Fund in respect of the Dubin Interest, valued at the time of distribution by the Onshore Fund in accordance with Sections 7.2 and 12.3 of the Limited Liability Company Agreement of the Onshore Fund) received by Jeepers, Inc. as of September 30, 2014 for the purposes of Section 2(b) of this Agreement, Jeepers, Inc. shall provide notice to Glenn Dubin of all distributions received by it within five business days; provided, however, Jeepers shall provide notice to Glenn Dubin of any distributions received by it at any time during the month of September 2014 within twenty-four hours of receipt. With respect to any distributions received by Jeepers, Inc. after September 30, 2014, Jeepers, Inc. shall provide notice to Glenn Dubin of all distributions received by it within five business days; provided,