

ASSIGNMENT OF ECONOMIC INTEREST AGREEMENT

ASSIGNMENT OF ECONOMIC INTEREST AGREEMENT, dated effective as of the 1st day of August, 2011 (this "Agreement"), between Glenn Dubin (the "Assignor") and Jeepers, Inc. (the "Assignee").

WHEREAS, the Assignor is an owner of limited liability company interests (the "Interests") in Fortress Value Recovery Fund I LLC, a Delaware limited liability company (the "Fund");

WHEREAS, the Assignor wishes to transfer to the Assignee the Assignor's economic interest in the liquidation proceeds (the "Economic Interest") distributed by the Fund to Assignor;

WHEREAS, the Assignee is willing to accept such assignment; and

WHEREAS, the Managing Member is willing to consent to such assignment under the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby transfers to the Assignee the Assignor's Economic Interest and irrevocably instructs the Fund to direct all liquidation proceeds distributed by the Fund to Assignee.

2. The Assignor hereby represents and warrants to the Assignee and to the Fund that the Assignor owns the legal and beneficial title to the Economic Interest being assigned hereby free and clear of all liens, claims and encumbrances, except any which may exist pursuant to the Fund's limited liability company agreement.

3. The Assignee hereby represents and warrants to the Assignor and to the Fund that the Assignee's representations and warranties contained in that certain Subscription Agreement between the Fund and the Assignee, dated January 8, 2007, are true and correct as of the date hereof, and Assignee agrees to provide such information to the Fund that may be necessary to comply with applicable legal or regulatory requirements, including without limitation, any anti-money-laundering-related items and any tax-related items.

4. The Assignee will not become an owner of any limited liability company interests in the Fund by virtue of this transfer.

5. Each of the Assignor and the Assignee does hereby agree to indemnify and hold harmless the Fund, Fortress VRF I LLC (the "Managing Member") and each of their respective affiliates, partners, members, directors, officers, employees and agents (collectively,

the "Indemnified Persons") for any and all liability, loss, cost or expense, and claims therefore, including, without limitation, reasonable counsel fees, which any Indemnified Persons may suffer or incur as a result of, arising out of, or otherwise in connection with this Agreement.

6. In addition, each of the Assignor and the Assignee does hereby release and forever discharge the Indemnified Persons from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature, character and description, known or unknown which it owns and holds, or has at any time heretofore owned or held, or may at any time own or hold, by reason of any matter, cause or thing whatsoever occurred, done, omitted or suffered to be done with respect to, or arising out of, this Agreement.

7. The parties hereto understand and agree that, notwithstanding anything herein to the contrary, this Agreement shall be null and void, and of no force or effect, unless consented to by the Managing Member, as evidenced by the signature below of its authorized representative.

8. This Agreement shall be governed by and subject to all of the terms and conditions of the Fund's limited liability company agreement and all amendments thereto, and the Assignee hereby agrees to be bound by all of the provisions of the Fund's limited liability company agreement and all such amendments thereto.

9. This Agreement shall be binding upon and inure to the benefit of the Assignor, the Assignee, the Fund, the Managing Member, each Indemnified Person and their respective successors and permitted assigns.

10. Notwithstanding the place where this Agreement may be executed by any of the parties thereto, the parties expressly agree that all terms and provisions hereof shall be governed by and construed in accordance with the laws of the state of Delaware.

11. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall be deemed to be one and the same instrument.

12. The Assignee represents and warrants to the Fund that (i) it is in receipt of the letters dated February 21, 2008 and March 7, 2008 from the Fund to the investors of the Fund relating to the orderly disposition of the Fund's portfolio; and (ii) it understands that the Fund is in the process of being wound up.

13. Liquidation proceeds to be paid to Assignee in connection with this Agreement shall be paid in accordance with wiring instructions designated in writing by Assignee to the Fund.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed effective as of the date set forth above.

ASSIGNOR:

(Type or Print Name of Assignor)

By: _____
(Signature)

(Type or Print Name and Title of Signatory, if Assignor is an Entity)

ASSIGNEE:

Jeepers, Inc.
(Type or Print Name of Assignee)

By: _____
(Signature)

Jeffrey Epstein, President
(Type or Print Name and Title of Signatory, if Assignee is an Entity)

CONSENTED TO:

FORTRESS VRF I LLC

By: _____
Name:
Title: