

INDUCEMENT AGREEMENT

AGREEMENT, dated as of _____, 2011, by and among DANIEL B. ZWIRN, an individual having an office at 595 Madison Ave., 33rd Floor, New York, NY 10022 (“*Zwirn*”), JEFFREY EPSTEIN, an individual having an office at Financial Trust Company, Inc., 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 (“*Epstein*”), and Jeepers, INC., a United States Virgin Islands corporation having an address at 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 (“*Jeepers*”).

RECITALS:

A. Zwirn is a limited partner in Corbin Capital Partners, ■■■, a Delaware limited partnership (“*CCP LP*”). CCP LP is governed by that certain Second Amended and Restated Limited Partnership Agreement, dated as of May 1, 2007 (as the same may from time to time be amended, or amended and restated, and in effect, the “*CCP LPA*”). Corbin Capital Partners Group, LLC, a Delaware limited liability company, is the general partner of CCP LP (the “*General Partner*”). CCP LP has advised Zwirn that CCP LP is governed by that certain Third Amended and Restated Limited Partnership Agreement, dated as of January 1, 2010 (as the same may from time to time be amended, or amended and restated, and in effect, the “*January 2010 CCP LPA*”). Zwirn did not approve or consent to the January 2010 CCP LPA.

B. Zwirn is a non-managing member in Corbin Capital Partners Management, LLC, a Delaware limited liability company (“*CCPM LLC*”; and CCP LP and CCPM LLC, collectively, the “*Corbin Entities*”). CCPM LLC is governed by that certain Second Amended and Restated Limited Liability Company Agreement, dated as of May 1, 2007 (as the same may from time to time be amended, or amended and restated, and in effect, the “*CCPM LLC Agreement*”). Corbin Capital Partners Asset Management, LLC, a Delaware limited liability company, is the managing member of CCPM LLC (the “*Managing Member*”).

C. Zwirn’s total interest as a limited partner in CCP LP consists of both an interest as a Foundation Partner (as defined in the CCP LPA) (the “*Foundation LP Interest*”) and an interest as a Purchase Partner (as defined in the CCP LPA) (the “*Purchase LP Interest*”; and Zwirn’s Foundation LP Interest and Purchase LP Interest collectively, the “*CCP LP Interests*”).

D. Zwirn’s total interest as a non-managing member in CCPM LLC consists of both an interest as a Foundation Member (as defined in the CCPM LLC Agreement) (the “*Foundation LLC Interest*”) and an interest as a Purchase Member (as defined in the CCPM LLC Agreement) (the “*Purchase LLC Interest*”; and Zwirn’s Foundation LLC Interest and Purchase LLC Interest collectively, the “*CCPM LLC Interests*”). Zwirn’s CCP LP Interests and CCPM LLC Interests are referred to collectively as the “*Corbin Interests*”.

E. On July 25, 2011, Zwirn and Epstein, acting on behalf of Jeepers, entered into an agreement read into the record at an arbitration proceeding at the New York offices of JAMS

before the Honorable Anthony J. Carpinello (the "**July 25 Sale Agreement**") that Zwirn would sell the Corbin Interests to Jeepers, and Jeepers would purchase the Corbin Interests from Zwirn, subject to the receipt of the required approvals for the sale of the Corbin Interests.

F. Zwirn and the Corbin Entities have been involved in certain disputes relating to Zwirn's rights as a limited partner and member in the Corbin Entities. In the course of seeking the required consents to the sale of the Corbin Interests by Zwirn to Jeepers, the Corbin Entities refused to consent to the sale of the Corbin Interests to Jeepers unless Jeepers agreed to immediately sell the Corbin Interests to the chief executive officer of the Corbin Entities, Tracy McHale Stuart (the "**Purchaser**").

G. Subject to the terms and conditions set forth herein, the parties desire to have (i) the Corbin Interests sold by Zwirn directly to the Purchaser, (ii) the proceeds from such sale divided between and paid to Zwirn and Jeepers in the manner set forth herein, and (iii) Zwirn, Epstein and Jeepers agree to cancel the July 25 Sale Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. The terms defined in Appendix A to this Agreement, whenever used herein, shall have the meanings set forth therein for all purposes of this Agreement.

2. Agreement to Sell to Purchaser. Concurrently herewith, Zwirn is entering into an Interest Purchase Agreement of even date herewith (the "**Interest Purchase Agreement**") with the Purchaser pursuant to which he is agreeing to sell the Corbin Interests to the Purchaser. Section 3.2 of the Interest Purchase Agreement provides for a portion of the Purchase Price to be paid directly to Jeepers and a portion of the Purchase Price to be paid directly to Zwirn in the manner set forth therein. A true and correct copy of the Interest Purchase Agreement has been delivered to Epstein's and Jeepers's attorney, Darren Indyke, Esq.

3. Termination of July 25 Sale Agreement. In order to induce Zwirn to enter into the Interest Purchase Agreement, both Jeepers and Epstein acknowledge to, and agree with, Zwirn that upon execution and delivery of this Agreement by the Parties hereto, (x) the July 25 Sale Agreement shall be null and void, and (y) neither Jeepers nor Epstein shall have or assert any claims to, liens on, or interest of any kind in, the Corbin Interests, provided that Jeepers shall have the right to receive a portion of the proceeds from the sale of the Corbin Interests as provided in Section 3.2 of the Interest Purchase Agreement. Neither Epstein nor Jeepers shall assert any claim to, lien on or interest in the Corbin Interests against the Purchaser or any other Person, provided that nothing herein shall prevent Jeepers from enforcing its right to receive a portion of the proceeds from the sale of the Corbin Interests pursuant to Section 3.2 of the Interest Purchase Agreement.

4. Representations and Warranties.

4.1 Representations and Warranties of Zwirn. Zwirn hereby represents and warrants to the other Parties that:

(a) Execution and Delivery. This Agreement has been duly executed and delivered by Zwirn and constitutes the legal, valid and binding obligation of Zwirn enforceable against him in accordance with its terms, subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) Corbin Interests. Zwirn owns the Corbin Interests free and clear of all Encumbrances, except for those arising under the CCP LPA, the January 2010 CCP LPA, the CCPM LLC Agreement, the Supplementary Agreements and the Interest Purchase Agreement.

(c) Disclaimer: No Reliance. Zwirn acknowledges, represents and warrants that he is not, and will not be, relying on any information, representations or warranties furnished or made by Epstein or Jeepers or their representatives or agents as to any matter whatsoever other than the representations and warranties expressly set forth in this Agreement and agrees that he shall not assert any claim for breach of any representation or warranty of Epstein or Jeepers to him that is not expressly set forth in this Agreement.

4.2 Representations and Warranties of Epstein and Jeepers. Epstein and Jeepers hereby represent and warrant to Zwirn that:

(a) Organization, Good Standing and Authority. Jeepers is a corporation duly organized, validly existing and in good standing under the laws of the United States Virgin Islands, and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Jeepers have been duly authorized by Jeepers's Board of Directors and shareholders, to the extent required.

(b) Execution and Delivery. This Agreement has been duly executed and delivered by Jeepers and constitutes the legal, valid and binding obligation of Jeepers enforceable against it in accordance with its terms, subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) Disclaimer: No Reliance. Each of Epstein and Jeepers acknowledges, represents and warrants that he or it is not, and will not be, relying on any information, representations or warranties furnished or made by Zwirn or any of Zwirn's representatives or agents as to any matter whatsoever, other than the representations of Zwirn expressly set forth in this Agreement, and he or it is not, and will not be, relying on any information, representations or warranties furnished or made by Zwirn or any of Zwirn's representatives or agents concerning the value of the Corbin Interests. Each of Epstein and Jeepers further acknowledges, represents, warrants and covenants that he or it has conducted his or its own independent investigation into and analysis of the value of the Corbin Interests and whatever facts he or it deems relevant for deciding whether to enter into this Agreement, and that in entering into this Agreement and in engaging in the transactions contemplated hereby, he or it is and will be relying solely on his or its own independent investigation, analysis and due diligence. Epstein and Jeepers agree that neither of them shall assert any claim for breach of any representation or warranty of Zwirn to them that is not expressly set forth in this Agreement.

4.3 Survival of Representations and Warranties. The representations and warranties of the Parties contained in this Agreement or in any instrument delivered pursuant hereto shall survive the Closing Date under the Interest Purchase Agreement.

5. Covenants.

5.1 Restriction on Certain Actions Prior to Closing. Prior to the earlier of the consummation of the sale of the Corbin Interests to the Purchaser pursuant to the Interest Purchase Agreement or the termination of the Interest Purchase Agreement, Zwirn shall not exercise any right that Zwirn may have to sell all or any portion of the Corbin Interests to anyone other than to the Purchaser pursuant to the Interest Purchase Agreement.

5.2 Restriction on Certain Actions by Zwirn. Zwirn shall not (a) agree to any amendment to the provisions of Section 3.2 of the Interest Purchase Agreement without the prior written consent of Jeepers; (b) wrongfully refuse to close the sale of the Corbin Interests to the Purchaser in accordance with the terms of the Interest Purchase Agreement if all of the conditions to Zwirn's obligations to close under Sections 6.1 and 6.3 of the Interest Purchase Agreement have been satisfied; or (c) bring any action or suit requesting the issuance by any court or governmental department or agency of an injunction, decree or order prohibiting the consummation of the transactions contemplated by the Interest Purchase Agreement.

5.3 Proceeds Sharing Arrangement. If (x) all or any portion of the Corbin Interests are purchased or redeemed by a Corbin Entity pursuant to the exercise of any right such Corbin Entity may have under its Constituent Instruments (a "Redemption") or (y) the Interest Purchase Agreement is terminated and thereafter (i) Zwirn sells all or any portion of the Corbin Interests (a "Non-IPA Sale Transaction") or (ii) any or both Corbin Entities are liquidated (a "Liquidation"), then Zwirn shall, promptly following receipt by Zwirn of the Net Exit Transaction Proceeds, distribute the Net Exit Transaction Proceeds in the following order of priority:

- (i) first, 100% to Jeepers until the aggregate amount of Net Exit Transaction Proceeds that has been paid to Jeepers from and after the date hereof equals \$1,000,000;
- (ii) then, 100% to Zwirn until the aggregate amount of Net Exit Transaction Proceeds that has been retained by Zwirn from and after the date hereof equals \$1,000,000; and
- (ii) finally, 50% to Jeepers and 50% to Zwirn.

[SUBJECT TO CORBIN ENTITIES' WRITTEN ACKNOWLEDGEMENT THAT ASSIGNMENT OF PROCEEDS DOES NOT REQUIRE CONSENT]

5.4 Enforcement; Cost Sharing Arrangement. In the event that the sale of the Corbin Interests is not consummated on or prior to the Outside Date (as defined in the Interest Purchase Agreement), then, following receipt by Zwirn of a written request from Jeepers, together with written confirmation by Jeepers of its obligation to pay the Jeepers Enforcement Expense Percentage of all IPA Enforcement Expenses as set forth in this Section 5.4 and provided Jeepers

remains in compliance with its obligations under this Section 5.4, Zwirn shall engage Lankler Siffert & Wohl LLP or other counsel (the “Selected Counsel”) and direct the Selected Counsel to take such commercially reasonable actions as may be necessary to enforce Zwirn’s rights under Section 6.4(a) of the Interest Purchase Agreement. Jeepers shall pay Selected Counsel promptly, and in any event not more than five (5) Business Days following receipt by Jeepers of an invoice for same, the Jeepers Enforcement Expense Percentage of any retainer (including any evergreen retainer) or invoiced fees and expenses of Selected Counsel in respect of the enforcement of the Interest Purchase Agreement. In addition, Jeepers shall promptly, and in any event not more than five (5) Business Days following receipt by Jeepers of an invoice for same, pay to the provider indicated on such invoice (or, if paid by Zwirn, reimburse Zwirn for) the Jeepers Enforcement Expense Percentage of any other IPA Enforcement Expenses. **[STILL UNDER DISCUSSION]**

6. Mediation of Disputes. (a) Any dispute, claim or controversy arising out of or relating to this Agreement or in connection with the transactions contemplated hereby or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to mediate, shall be determined by binding mediation in New York, New York before a mediator (the “*Mediator*”) who shall be the Honorable Anthony J. Carpinello of JAMS, unless he is unavailable or unwilling to serve as the Mediator, in which case the Mediator shall be a retired judge selected in accordance with JAMS’s then existing Rules of Practice and Procedures.

(b) THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE JURISDICTION OF JAMS TO RESOLVE ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY AND FURTHER CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE COUNTY OF NEW YORK FOR THE PURPOSES OF ENFORCING THE PROVISIONS OF THIS SECTION 6 OR OF ANY AWARD OBTAINED HEREUNDER OR IN CONNECTION WITH ANY PROVISIONAL REMEDIES SOUGHT BY THE PARTIES. EACH OF THE PARTIES FURTHER IRREVOCABLY WAIVES ANY OBJECTION TO PROCEEDING BEFORE THE MEDIATOR OR THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE COUNTY OF NEW YORK, AS THE CASE MAY BE, BASED UPON LACK OF PERSONAL JURISDICTION OR TO THE LAYING OF VENUE AND FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO MAKE A CLAIM IN ANY COURT THAT MEDIATION BEFORE THE MEDIATOR HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HEREBY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN. EACH PARTY AGREES THAT HIS SUBMISSION TO JURISDICTION AND HIS CONSENT TO SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF THE OTHER PARTY HERETO.

7. Miscellaneous.

7.1 Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which any Party hereto may be required or desire to give to any other Party hereto must be in writing and sent by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (ii) telecopy or facsimile (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid), or (iii) express mail or courier (for either same day or next Business Day delivery). A notice or other communication sent in compliance with the provisions of this Section 7.1 shall be deemed given and received on (a) the third (3rd) Business Day following the date it is deposited in the U.S. mail, (b) the date of confirmed dispatch if sent by facsimile or telecopy (provided that a copy thereof is sent by mail the same day in the manner provided in clause (i) above), or (c) the date it is delivered to the other Party's address if sent by express mail or courier. The addresses for the Parties are as follows:

All notices and other communications to Zwirn shall be addressed to such Party at the following address:

Daniel B. Zwirn
c/o Law Offices of Thomas G. Amon
[REDACTED]
Attention: Thomas G. Amon, Esq.
Facsimile No.: [REDACTED]

with a copy to (which shall not constitute notice to Zwirn):

Cooley LLP
[REDACTED]
Attention: Chet F. Lipton, Esq.
Facsimile No.: [REDACTED]

and with a copy to (which shall not constitute notice to Zwirn):

Lankler Siffert & Wohl LLP
[REDACTED]
Attention: John Siffert, Esq.
Facsimile No.: [REDACTED]

All notices and other communications to Epstein or Jeepers shall be addressed to such Party at the following address:

Jeepers, Inc.

[REDACTED]

Attention: Jeffrey Epstein

Facsimile No.: [REDACTED]

with a copy to (which shall not constitute notice to Purchaser):

Darren K. Indyke, PLLC

[REDACTED]

Attention: Darren K. Indyke, Esq.

Facsimile No.: [REDACTED]

Any Party may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other Parties in the manner provided in this Section 7.1.

7.2 Successors and Assigns. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties hereto, and their legal representatives, successors and permitted assigns.

7.3 Effect and Interpretation. This Agreement shall be governed by and construed in conformity with the laws of the State of New York, without reference to conflicts or choice of law principles.

7.4 Amendments. Except as otherwise provided herein, this Agreement may not be changed, modified, supplemented or terminated, except by an instrument executed by the Party hereto which is or will be affected by the terms of such change, modification, supplement or termination.

7.5 Waiver. No waiver by any Party hereto of any failure or refusal by any other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply. Any waiver of a Party's performance of its obligations hereunder must be in writing and signed by the Party to be charged with such waiver.

7.6 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby.

7.7 Headings; Usage. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Unless the context of this Agreement otherwise requires (i) words of any gender are deemed to

include each other gender, (ii) words using singular or plural number also include the plural or singular, respectively, (iii) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, (iv) all references to dollars or "\$" shall be to United States dollars, and (v) all accounting terms used herein shall have the meanings assigned to them under GAAP unless another meaning is specified herein. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

7.8 No Third Party Beneficiaries. Persons who are not parties to this Agreement shall have no rights or privileges (whether as a third party beneficiary or otherwise) under or by virtue of this Agreement.

7.9 Business Days. In the event that any of the dates specified in this Agreement shall fall on a Saturday, Sunday, or a holiday recognized by the State of New York, then the date of such action shall be deemed to be extended to the next Business Day.

7.10 Expenses. Each Party shall be liable for its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement, including but not limited to all fees and expenses of legal counsel.

7.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations, including the July 25 Sale Agreement.

7.12 Construction. Each of the Parties hereto acknowledges that it was represented by counsel of its choice in connection with the negotiation of this Agreement and the transactions contemplated hereby, and the Parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any documents executed and delivered pursuant hereto. Instead, the language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto.

7.13 Further Assurances. Each Party shall execute and deliver to the other Parties such further documents and instruments as may be reasonably requested by any other Party in order to effectuate the intent of this Agreement and to obtain the full benefit of this Agreement. Any request by a Party under this Section 7.13 shall be accompanied by the document proposed for signature by the Party requesting it for review by the Party of whom such document is requested and its attorneys. The Party making the request shall bear and discharge any fees or expenses incident to the preparation, filing or recording of the document requested pursuant to this Section 7.13.

7.14 Assignment. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties hereto.

7.16 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be

detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other Party to this Agreement attached thereto. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.

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

DANIEL B. ZWIRN

JEEPERS, INC.

By: _____
Jeffrey Epstein, President

JEFFREY EPSTEIN

APPENDIX A

Definitions

The following terms shall have the respective meanings ascribed to them below:

“Agreement” means this Inducement Agreement as it may from time to time be amended, or amended and restated, and in effect.

“Business Day” means each day which is neither a Saturday, a Sunday nor any other day on which banking institutions in New York are authorized or obligated by law or required by executive order to be closed.

“Constituent Instruments” means the certificate of incorporation and by-laws of a corporation; the certificate of limited partnership or formation and agreement of limited partnership of a limited partnership; the partnership agreement of a general partnership; the certificate of formation and limited liability company agreement or comparable agreement of a limited liability company; the comparable instruments for any other entity; any amendments to any of the foregoing and any supplementary agreements that affect or specify the rights of any partners, members or other equity holders of any such entity.

“Encumbrances” means all liens, pledges, security interests, community property rights, charges, encumbrances, equities, claims, options and other restrictions.

“GAAP” means U.S. generally accepted accounting principles as in effect from time to time applied consistently throughout the periods involved.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administration functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, any self-regulatory organization, any foreign government, any State of the United States or any political subdivision thereof, and any court, tribunal, mediator(s) or arbitrator(s) of competent jurisdiction.

“IPA Enforcement Expenses” means all reasonable out-of-pocket costs and expenses (including reasonable fees and expenses of counsel, appraisers and other professionals, including any retainer required in respect thereof) incurred by Zwirn in connection with enforcing his rights under Section 6.4(a) of the Interest Purchase Agreement.

“Jeepers Enforcement Expense Percentage” means the result (expressed as a percentage) of (x) the portion of the Purchase Price required to be paid to Jeepers pursuant to Section 3.2 of the Interest Purchase Agreement divided by (y) the aggregate Purchase Price.

“Net Exit Transaction Proceeds” means (A) the aggregate actual proceeds received by Zwirn (x) from any Corbin Entity (i) as payment for the purchase or redemption of

any Corbin Interests subject to a Redemption or (ii) in connection with the Liquidation of such Corbin Entity (but for the avoidance of doubt, in each case, specifically excluding any indemnification payments payable by any Corbin Entity to Zwirn pursuant to the Constituent Instruments of such Corbin Entity) and (y) from any Person as payment of the purchase price for any Corbin Interests sold by Zwirn to such Person in a Non-IPA Sale less (B) the aggregate expenses incurred by Zwirn in connection with (x) any audit or appraisal contemplated by the Constituent Instruments to be conducted in connection any Redemption and (y) the appraisal contemplated by the Interest Purchase Agreement.

“Party” means any of Zwirn, Epstein or Jeepers.

“Person” means any individual, partnership, limited liability company, joint venture, corporation, trust, association, unincorporated organization or Governmental Authority or other entity of any kind.

“Purchase Price” has the meaning assigned to such term in the Interest Purchase Agreement.

“Supplementary Agreements” means, collectively, (i) that certain Supplementary Agreement of Corbin Capital Partners, L.P. with Foundation Partners between CCP LP and Zwirn dated as of July 1, 2005, (ii) that certain Supplementary Agreement of Corbin Capital Partners, L.P. with Purchase Partners between CCP LP and Zwirn dated as of July 1, 2005, (iii) that certain Supplementary Agreement of Corbin Capital Partners Management, LLC with Foundation Partners between CCPM LLC and Zwirn dated as of July 1, 2005, (iv) that certain Supplementary Agreement of Corbin Capital Partners Management, LLC with Purchase Partners between CCPM LLC and Zwirn dated as of July 1, 2005.