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ATTORNEYS AT LAW

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October 31, 2011

BY E-MAIL AND BY HAND

The Honorable Anthony J. Carpinello
JAMS
620 Eighth Avenue, 34th Floor
New York, New York 10018

Re: Fortress VRF I LLC and Fortress Value Recovery Fund 1 LLC v. Jeepers, Inc.
JAMS Ref. No. 1425006537

Dear Judge Carpinello:

Daniel B. Zwirn submits this letter in advance of our scheduled mediation session with Your Honor on November 2.

The only remaining issue regarding the settlement of the above-referenced matter concerns the scope of the release to be given by Daniel Zwirn and the Zwirn Entities to the Claimants. The settlement read into the record at our last meeting with Your Honor provides that:

“The Zwirn Parties, on the one hand, and the Claimants, on the other, will exchange releases, including standard language as to releasing affiliates and other related persons, for any claims relating in any way to the matters at issue in this proceeding except for any claims for breach of this settlement agreement or the payment of the Legal Bills.”

Mr. Zwirn agreed to this language with the understanding that:

- (1) Mr. Zwirn and the Zwirn Entities were not releasing the Claimants from indemnification obligations based on claims brought against Mr. Zwirn or the Zwirn Entities by someone not a party to the Arbitration if those claims related to matters at issue in the Arbitration; and
- (2) Mr. Zwirn and the Zwirn Entities were not releasing Fortress from obligations under any pre-existing agreement between the Zwirn Entities and the Claimants except with respect to claims that directly relate to the matters in issue in the Arbitration. The pre-existing

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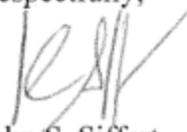
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agreements include the agreements related to the transfer of the management of the Funds from the Zwirn Entities and the Claimants in 2009.

We attach Release language that we proposed to Fortress that would have accomplished these purposes, while retaining the language agreed to on the record. Fortress rejected this language and seeks a release far broader than any that was agreed to on the record or contemplated by the parties at the time of the settlement.

We respectfully submit that our proposed language be adopted so as to avoid any potential for future misunderstanding. In the alternative, Your Honor should adopt the language in the record, leaving for a later day any disputes that may arise.

Respectfully,

A handwritten signature in black ink, appearing to read 'JS Siffert', with a long horizontal stroke extending to the right.

John S. Siffert

Enclosure

cc: Allan Arffa, Esq. (by email)
Chet Lipton, Esq. (by email)

Release language proposed by Lankler Siffert & Wohl LLP

A. By the Zwirn Parties

Except as provided in Paragraph E of this Part III of the Settlement Agreement, the Zwirn Parties, on behalf of themselves and, to the fullest extent permitted by law, each of their past, present and future parents, subsidiaries and affiliates, each of the predecessors, successors and assigns of those entities, and each of the above entities' past, present and future agents, employees, officers, directors, partners, members, managers, trustees, administrators, supervisors, liquidators, shareholders, representatives, attorneys, auditors, accountants and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of the foregoing (collectively, the "Zwirn Releasers"), hereby forever, irrevocably and unconditionally release and discharge:

(1) except with respect to any indemnification obligations Claimants may have to the Zwirn Releasers for reasonable attorneys' fees and costs incurred in connection with the Arbitration, the Claimants Released Parties from, and covenant not to sue any of the Claimants Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Zwirn Releasers ever had, now have, or ever may have against any of the Claimants Released Parties, which constitute, concern or otherwise relate to:

- (a) any matter or thing asserted or at issue in, or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys' fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds, except, for the sake of clarity, with respect to any indemnification obligations Claimants may have to the Zwirn Releasers for reasonable attorneys' fees and costs incurred in connection with the Arbitration; or
- (b) any Additional Agreement, as defined in Section VI.C.2 below.

Notwithstanding any other provisions of this Section III.C, except for any claims by any of the Zwirn Releasors against any of the Claimants Released Parties that are directly related to the matters at issue in the Arbitration, none of the Zwirn Releasors is releasing any Claimants Released Parties from (or agreeing not to sue any of them with respect to) any claims of any nature that any Zwirn Releasor may have with respect to any instruments or agreements executed and delivered by any of the Claimants Released Parties prior to the commencement of the Arbitration.

Notwithstanding any other provisions of this Section III.C , none of the Zwirn Releasors is releasing any Claimants Released Parties from (or agreeing not to sue any of them with respect to) indemnification obligations, if any, that any Claimants Released Parties would otherwise have with respect to any claim asserted against any Zwirn Releasor by any person or entity that was not a party to the Arbitration (whether or not such claim is deemed related to the matters at issue in the Arbitration).