

EXHIBIT A TO REDEMPTION AGREEMENT

ASSIGNMENT AND WITHDRAWAL AGREEMENT

ASSIGNMENT AND WITHDRAWAL AGREEMENT (this "Agreement"), dated _____, 2011, by and between DANIEL B. ZWIRN, an individual having an office at Zwirn Family Interests, LLC, 595 Madison Ave., 33rd Floor, New York, NY 10022 ("Zwirn"), and CORBIN CAPITAL PARTNERS, L.P., a Delaware limited partnership (the "Partnership").

RECITALS:

- A. Zwirn is a limited partner in the Partnership.
- B. The Partnership 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 "Partnership Agreement").
- C. Pursuant to a certain Redemption Agreement, dated as of _____, 2011, among Zwirn, the Partnership, Corbin Capital Partners Management, LLC and Epstein (the "Redemption Agreement"), Zwirn is assigning to the Partnership all of Zwirn's right, title and interest as a limited partner in the Partnership (the "Assigned Interest"), which does not include Zwirn's right to any distributions or other amounts paid by the Partnership to him on or prior to the date hereof or his right to any indemnification from the Partnership pursuant to the Partnership Agreement whether payable before, on or after the date hereof. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Redemption Agreement.
- D. The Partnership desires to accept such assignment, to release Zwirn from any obligations under the Partnership Agreement and under the Supplementary Agreements with respect to the Assigned Interest, and Zwirn and the Partnership intend that Zwirn will withdraw as a limited partner of the Partnership upon the assignment of the Assigned Interest.
- E. This Agreement is the "LP Assignment" referred to in the Redemption Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties do hereby agree as follows:

1. In consideration of the transfer and assignment of the Assigned Interest by Zwirn to the Partnership as provided herein, the Partnership shall, concurrently with the execution hereof, pay to Zwirn and Epstein by wire transfer of immediately available funds, the CCP LP Price as provided in the Redemption Agreement.
2. Zwirn hereby assigns to the Assignee all of his right, title and interest in and to the Assigned Interest, excluding Zwirn's right to any distributions or other amounts paid by the Partnership to him on or prior to the date hereof and his right to any indemnification from the

Partnership pursuant to the Partnership Agreement whether payable before, on or after the date hereof, and the Partnership hereby accepts the assignment and transfer of the Assigned Interest. The parties agree that Zwirn shall be deemed to have withdrawn from the Partnership as a limited partner as of the date hereof and that he is hereby released by the Partnership from any obligations that he had as a limited partner under the Partnership Agreement or otherwise in connection with his status as a limited partner.

3. ZWIRN IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO THE PARTNERSHIP WITH RESPECT TO THE ASSIGNED INTEREST EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY ZWIRN IN THE REDEMPTION AGREEMENT. THE PARTNERSHIP IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO ZWIRN WITH RESPECT TO THE PARTNERSHIP EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE PARTNERSHIP IN THE REDEMPTION AGREEMENT.

4. The Partnership and Zwirn agree to execute and deliver such other documents as may be reasonably necessary to effect or reflect the withdrawal of Zwirn from the Partnership as a limited partner.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

6. In the event of any conflict between the terms of this Agreement and the terms of the Redemption Agreement, the terms of the Redemption Agreement shall govern.

7. 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

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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 on the date first above written.

DANIEL B. ZWIRN

CORBIN CAPITAL PARTNERS, L.P.
By Corbin Capital Partners Group, LLC,
its General Partner

**[By Dubin & Swieca Capital
Management, Inc.,
its Managing Member]**

By: _____

Name:

Title: