

AUGUST 2, 2011 DRAFT

PURCHASE AND SALE AGREEMENT

AGREEMENT, dated as of _____, 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 ("**Seller**"), and JEFFREY EPSTEIN, an individual having an office at Financial Trust Company, Inc., 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 ("**Purchaser**").

RECITALS:

A. Seller is a limited partner in Corbin Capital Partners, L.P., 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 ("**CCP Group**"), is the general partner of CCP LP (the "**General Partner**").

B. Seller is a non-managing member in Corbin Capital Partners Management, LLC, a Delaware limited liability company ("**CCPM LLC**"). 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 ("**CCPAM**"), is the managing member of CCPM LLC (the "**Managing Member**").

C. Seller'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 Seller's Foundation LP Interest and Purchase LP Interest collectively, the "**CCP LP Interest**").

D. Seller'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 Seller's Foundation LLC Interest and Purchase LLC Interest collectively, the "**CCPM LLC Interest**"). Seller's CCP LP Interest and CCPM LLC Interest are referred to collectively as the "**Corbin Interests**").

E. Seller and Purchaser desire to provide for the purchase by Purchaser of the Corbin Interests from Seller on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

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

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, (i) Seller agrees to sell and assign to Purchaser, and Purchaser agrees to purchase from Seller, the Corbin Interests, which consist of (i) Seller's entire existing interest as a limited partner in CCP LP (both as a Foundation Partner and as a Purchase Partner), including his rights to and interest in capital of CCP LP and his rights to distributions from CCP LP from and after the Closing Date, but excluding his rights to any distributions paid by CCP LP prior to the Closing Date and his right to any indemnification from CCP LP pursuant to the CCP LPA whether payable before, on or after the date hereof, and (ii) Seller's entire existing interest as a non-managing member in CCPM LLC (both as a Foundation Member and as a Purchase Member), including his rights to and interest in capital of CCPM LLC and his rights to distributions from CCPM LLC from and after the Closing Date, but excluding his rights to any distributions paid made by CCPM LLC prior to the Closing Date and his right to any indemnification from CCPM LLC pursuant to the CCPM LLC Agreement whether payable before, on or after the date hereof. Upon the sale of the Corbin Interests in accordance with this Agreement, Purchaser will be admitted as a limited partner of CCP LP in substitution for Seller and Purchaser will be admitted as a non-managing member of CCPM LLC in substitution for Seller.

3. Purchase Price and Payment.

3.1 Purchase Price. The purchase price for the Corbin Interests (the "**Purchase Price**") shall consist of (i) \$1,000,000 (the "**Fixed Price**") which shall be payable by Purchaser to Seller on the Closing Date by wire transfer of immediately available federal funds to an account designated in writing by Seller to Purchaser and (ii) a contingent purchase price (the "**Contingent Price**") which shall be calculated and payable to Seller in the manner and at the times provided in Sections 3.2 and 3.3.

3.2 Contingent Price. In addition to the Fixed Price, Purchaser shall pay or cause to be paid to Seller 50% of the excess of (i) the aggregate Proceeds Realized from the Corbin Interests (as defined below) from and after the Closing Date, over (ii) \$2,000,000, in the manner provided below. Purchaser shall give each of CCP LP and CCPM LLC irrevocable instructions in the form set forth in Exhibit A (the "**Direction Letter**") that all distributions and other payments made by CCP LP and/or CCPM LLC on account of or in connection with the Corbin Interests on or after the Closing Date (including any distributions, redemption payments, payments on account of the purchase of all or any portion of the Corbin Interests by CCP LP and/or CCPM LLC, or other payments, other than indemnification payments payable to Zwirn pursuant to the CCP LPA or the CCPM LLC Agreement) shall be paid to the Agent by wire transfer to the Corbin Receipts Account (as defined below) designated in the Direction Letter. In addition, in the event of a sale of all or a portion of any of the Corbin Interests, Purchaser shall provide that all consideration payable in connection with such sale be paid to the Agent by wire transfer to the Corbin Receipts Account designated in the Direction Letter. Purchaser agrees that he shall immediately pay to the Agent for deposit into the Corbin Receipts Account an amount equal to any and all Proceeds Realized from the Corbin Interests that are not paid directly to the Agent.

As used herein, the term “*Proceeds Realized from the Corbin Interests*” means any and all of the following: (i) all distributions and other payments made by CCP LP on account of or in connection with the CCP LP Interest on or after the Closing Date, including any distributions, redemption payments, payments on account of the purchase of all or any portion of the CCP LP Interest by CCP LP, any payment by CCPM LLC on account of the purchase of all or any portion of the CCP LP Interest, or other payments to the holder of the CCP LP Interest pursuant to the CCP LPA or any agreement related to the CCP LP Interest, but excluding any indemnification payments payable by CCP LP to Zwirn pursuant to the CCP LPA, (ii) all distributions and other payments made by CCPM LLC on account of or in connection with the CCPM LLC Interest on or after the Closing Date, including any distributions, redemption payments, payments on account of the purchase of all or any portion of the CCPM LLC Interest by CCPM LLC, or other payments to the holder of the CCPM LLC Interest pursuant to the CCPM LLC Agreement or any other agreement related to the CCPM LLC Interest, but excluding any indemnification payments payable by CCPM LLC to Zwirn pursuant to the CCPM LLC Agreement, (iii) all consideration paid for or in connection with the sale of all or any portion of the CCP LP Interest, and (iv) all consideration paid for or in connection with the sale of all or any portion of the CCPM LLC Interest. For purposes of this Agreement, all amounts which are withheld by CCP LP and paid over to a taxing authority on account of Purchaser’s distributive share with respect to the CCP LP Interest or are withheld by CCPM LLC and paid over to a taxing authority on account of Purchaser’s distributive share with respect to the CCPM LLC Interest shall be deemed to have been paid to and received by Purchaser at the time of such withholding and shall be considered Proceeds Realized from the Corbin Interests; accordingly, Purchaser shall promptly pay the amount so withheld to the Agent for distribution in accordance with Section 3.3.

3.3 Collection and Payment Agent. (a) _____, or another Person approved by both Seller and Purchaser in their discretion prior to the Closing or any successor appointed pursuant to Section 3.3(b) hereof, shall be appointed by Seller and Purchaser to act as the collection and payment agent pursuant to this Agreement (the “*Agent*”) and shall have such other responsibilities as may be specified in the Agency Agreement. The Agent shall establish an account (the “*Corbin Receipts Account*”) into which shall be deposited all Proceeds Realized from the Corbin Interests. The Agent shall disburse all collected funds in the Corbin Receipts Account as follows as promptly as practicable in the following order of priority:

(i) first, 100% to Purchaser until the aggregate amount of Proceeds Realized from the Corbin Interests that has been paid to Purchaser from and after the Closing Date from any source (but excluding amounts that are received by Purchaser and then remitted to the Agent) equals \$2,000,000; and

(ii) then, 50% to Seller and 50% to Purchaser.

(b) If at any time the Person serving as the Agent shall resign or for any reason be unable to carry out its duties as the Agent, then the Parties shall appoint a Person approved by both Seller and Purchaser as a successor Agent hereunder and shall enter into a new Agency Agreement with such successor Agent that is substantially similar to the Agency Agreement or which deviates from it in a manner that is reasonably acceptable to Seller and Purchaser. Both

Seller and Purchaser shall send CCP LP and CCPM LLC and any purchaser of all or any portion of the Corbin Interests a joint notice directing them to make all payments of Proceeds Realized from the Corbin Interests to the successor Agent. If Seller and Purchaser are unable to agree upon a successor Agent within 30 days after the Person who was serving as the Agent resigns or for any reason became unable to carry out its duties as the Agent, or if they are unable to agree upon the terms of the Agency Agreement with the approved successor Agent, then either Party may commence a mediation pursuant to Section 8 and the Mediator shall select the new Agent or determine what the new Agency Agreement shall provide. During any period that there is no acting agent hereunder, any Proceeds Realized from the Corbin Interests received by Purchaser or his representatives shall be held in trust and disbursed by him pursuant to this Section 3.3 in the same manner as if he were acting as the successor Agent.

3.4 Allocation of Purchase Price; Treatment and Reporting. (a) The Purchase Price shall be allocated between the CCP LP Interests and the CCPM LLC Interest as follows, and Seller and Purchaser shall not file any Tax Returns inconsistent with such allocation of the Purchase Price:

(i) \$200,000 of the Fixed Price plus 20% of the Contingent Price shall be allocated to the CCP LP Interest; and

(ii) \$800,000 of the Fixed Price plus 80% of the Contingent Price shall be allocated to the CCPM LLC Interest.

(b) Seller and Purchaser shall treat and report the transactions contemplated by this Agreement as a sale of the entire Corbin Interests by Seller to Purchaser for all financial and Tax purposes and on all Tax Returns on which transactions are required to be reported.

4. The Closing.

4.1 Closing. The closing of the sale and transfer of the Corbin Interests (the "**Closing**") shall take place at the offices of Cooley LLP, 1114 Avenue of Americas, New York, NY 10036, on a Business Day (the "**Closing Date**") designated by Seller by notice to Purchaser which, unless Seller and Purchaser otherwise agree, shall not be earlier than the later of (i) five Business Days after the conditions set forth in Section 7 shall have been satisfied or shall have been waived by the appropriate Party or Parties and (ii) five Business Days after receipt by Purchaser of Seller' notice setting the Closing Date.

4.2 Closing Deliveries by Seller. Subject to the satisfaction, or the waiver by Seller, of the conditions set forth in Sections 7.1 and 7.3, at the Closing Seller shall take the following actions:

(a) Seller shall execute and deliver to Purchaser an assignment and assumption agreement in the form attached hereto as Exhibit B (the "**LP Assignment**"); and

(b) Seller shall execute and deliver to Purchaser an assignment and assumption agreement in the form attached hereto as Exhibit C (the "**LLC Assignment**").

(c) Seller shall execute and deliver counterparts of the Agency Agreement to Purchaser and the Agent.

4.3 Closing Deliveries by Purchaser. Subject to the satisfaction, or the waiver by Purchaser, of the conditions set forth in Sections 7.1 and 7.2, at the Closing Purchaser shall take the following actions:

(a) Purchaser shall execute and deliver to Seller the LP Assignment and the LLC Assignment; and

(b) Purchaser shall pay the Fixed Price to Seller in the manner set forth in Section 3.1.

(c) Purchaser shall execute and deliver the Direction Letter to CCP LP, CCPM LLC and Seller.

(d) Purchaser shall execute and deliver the Agency Agreement to Seller and the Agent.

5. Representations and Warranties.

5.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

(a) Execution and Delivery. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller 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) Consents; No Conflicts, Etc. Subject to the satisfaction of all of the conditions in Section 6.1 including the receipt of the GP Consent and the Managing Member Consent, neither the execution and delivery of this Agreement, the consummation by Seller of the transactions contemplated herein nor compliance by Seller with any of the provisions hereof will (with or without the giving of notice or the passage of time) (i) violate any order, writ, injunction or decree, applicable to Seller, (ii) require the consent, approval, permission or other authorization of or by or filing or qualification with any Governmental Authority, except for such consents, approvals, permissions, authorizations, and receipts of filings or qualifications, the failure of which to obtain prior to the Closing, would not adversely affect Seller's ability to consummate the transactions contemplated by this Agreement, or (iii) conflict with, violate, result in a breach of or constitute a default under (without regard to requirements of notice, lapse of time, or elections of other Persons, or any combination thereof), any instrument or agreement to which Seller is a party.

(c) Seller's Interests. Upon consummation of the transactions contemplated hereby at the Closing, Seller shall have assigned to Purchaser all of Seller's interest in CCP LP and CCPM

LLC. Seller owns the Corbin Interests free and clear of all Encumbrances, except for those arising under the CCP LPA, the CCPM LLC Agreement and the Supplementary Agreements.

5.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that:

(a) Execution and Delivery. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser 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) Consents; No Conflicts, Etc. Subject to the satisfaction of all of the conditions in Section 6.1 including the receipt of the GP Consent and the Managing Member Consent, neither the execution and delivery of this Agreement, the consummation by Purchaser of the transactions contemplated herein nor compliance by Purchaser with any of the provisions hereof will (with or without the giving of notice or the passage of time) (i) violate any order, writ, injunction or decree applicable to Purchaser, (ii) require the consent, approval, permission or other authorization of or by or filing or qualification with any Governmental Authority, except for such consents, approvals, permissions, authorizations, and receipts of filings or qualifications, the failure of which to obtain prior to the Closing, would not adversely affect Purchaser's ability to consummate the transactions contemplated by this Agreement, or (iii) conflict with, violate, result in a breach of or constitute a default under (without regard to requirements of notice, lapse of time, or elections of other Persons, or any combination thereof), any instrument or agreement to which Purchaser is a party.

(c) Qualification of Purchaser. Purchaser is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), and is a "qualified purchaser" as defined in Section 2(a) of the Investment Company Act of 1940, as amended. Purchaser is acquiring the Corbin Interests for investment and not with a view to the distribution of all or any portion thereof within the meaning of the Securities Act. Purchaser acknowledges that none of the Corbin Interests has been registered under the Securities Act or state securities laws and agrees that he will not sell all or any portion of the Corbin Interests in violation of any applicable securities laws.

(d) Disclaimer; No Reliance. Purchaser acknowledges, represents and warrants that he is not, and will not be, relying on any information, representations or warranties furnished or made by Seller or any of Seller's representatives or agents as to any matter whatsoever concerning the legal status, good standing, organizational documents (or interpretation or effect thereof), business, history, prospects, assets, liabilities, financial condition, operations or value of any of CCP LP, CCPM LLC, any of their Affiliates or any funds or accounts managed by any of them, and in entering into this Agreement and in purchasing the Corbin Interests as contemplated hereby at the Closing, Purchaser is not, and will not be, relying upon any representations or warranties of Seller whatsoever, except for Seller's representations expressly set forth in Section 5.1 hereof. Purchaser further acknowledges, represents, warrants and covenants that he has conducted his own independent investigation into and analysis of the value of the Corbin

Interests and whatever facts he deems relevant for deciding whether to purchase such interests and what price he was willing to pay therefor, and that in entering into this Agreement and in engaging in the transactions contemplated hereby, he is and will be relying solely on his own independent investigation, analysis and due diligence and on representations, warranties, information and documents made or furnished to him by or on behalf of Glenn Dubin, Henry Swieca, the Managing Member, CCP LP and/or CCPM LLC, and Purchaser acknowledges and agrees that neither Seller nor any of Seller's representatives or agents is responsible for any such representations, warranties, information or documents and that Purchaser shall not seek to hold any of them responsible or liable in any way in connection with any such representations, warranties, information or documents made or furnished by or on behalf of Glenn Dubin, Henry Swieca, the Managing Member, CCP LP and/or CCPM LLC. Purchaser acknowledges that he is a sophisticated investor and that he has a long standing business and personal relationship with Glenn Dubin, who is one of the founders of the Managing Member, CCP LP and CCPM LLC and who is involved in the management of such entities.

(e) No Agreements, Arrangements or Understandings. Neither Purchaser, nor any Person acting as agent or representative of Purchaser, is party to any written or oral agreement, arrangement or understanding with anyone other than Seller that (x) would diminish the actual or potential value or amount of the Proceeds Realized from the Corbin Interests, including any agreement that could result in any reduction in the rights of Purchaser to receive distributions or other payments or proceeds on account of or in connection with any of the Corbin Interests, (y) directly or indirectly relates to the Corbin Interests (other than the Direction Letter and the Agency Agreement), or (z) would constitute or result in a violation of Section 6.2 if such agreement, arrangement or understanding had been entered into after the Closing instead of prior to the Closing.

5.3 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.

6. Covenants.

6.1 Consents. The Parties acknowledge that the consummation of the transactions contemplated by this Agreement will require the written consent of CCP Group, in its capacity as the General Partner, and the written consent of CCPAM, in its capacity as the Managing Member. Purchaser shall use his best commercially reasonable efforts to obtain the written consent of the General Partner in the form of Exhibit D hereto (the "**GP Consent**") and the Managing Member in the form of Exhibit E hereto (the "**Managing Member Consent**"), and to have the General Partner and the Managing Member agree, on behalf of CCP LP and CCPM LLC, respectively, to the Direction Letter by countersigning and returning counterparts of the Direction Letter to each of Seller and Purchaser.

6.2 Preservation of Value. The Parties acknowledge that a material inducement to Seller agreeing to enter into this Agreement is the potential for Seller to receive the Contingent Price. In order to protect and preserve the value of Seller's bargain to receive the Contingent Price and help Seller verify that it receiving the full Contingent Price due to it in accordance with the terms of this Agreement, Purchaser agrees that from and after the Closing Purchaser shall:

(i) not place or permit there to exist any Encumbrance on all or any portion of the Corbin Interests or any proceeds thereof or on his rights to receive any distributions or payments on account of the ownership or sale of any of the Corbin Interests;

(ii) not transfer or assign all or any portion of the Corbin Interests except in an arm's-length sale transaction for a price equal to the fair market value of the Corbin Interests being transferred payable in cash and unless the Purchaser irrevocably makes reasonable arrangements to assure that all consideration to Purchaser in connection with such sale shall be paid directly to the Agent and be deposited in the Corbin Receipts Account for disbursement in accordance with Section 3.3 of this Agreement.

(iii) not take any action in its capacity as a limited partner of CCP LP or as a member of CCPM LLC, or otherwise as a holder of the Corbin Interests, that would diminish the actual or potential value or amount of the Proceeds Realized from the Corbin Interests, including agreeing to any reduction in the rights of Purchaser to receive distributions or other payments or proceeds on account of or in connection with any of the Corbin Interests;

(iv) promptly deliver to Seller and the Agent written notice of any payment of any Proceeds Realized from the Corbin Interests (including any distribution or other payment from CCP LP or CCPM LLC on account of the Corbin Interests, and any payment from any Person in connection with the sale of all or any portion of the Corbin Interests) received by Purchaser or its agent or designee or by the Agent, specifying the source, amount and date of such payment; and

(v) promptly give Seller and the Agent written notice of any sale or assignment of all or any portion of the Corbin Interests and copies of any and all documents related to such sale or assignment.

6.3 Indemnification for Certain Post-Closing Liabilities. In the event that the Closing occurs, then thereafter Purchaser shall indemnify and hold harmless on an after-tax basis Seller from and against any and all Damages (as defined below) suffered or incurred by Seller on account of, or in connection with, (i) any claim against Seller by CCP LP or any other Person resulting from or arising with respect to any action or inaction by Purchaser in his capacity as a limited partner of CCP LP or as the owner of the CCP LP Interests, and (ii) any claim against Seller by CCPM LLC or any other Person resulting from or arising with respect to any action or inaction by Purchaser in his capacity as a member of CCPM LLC or as the owner of the CCPM LLC Interests.

6.4 Information. Purchaser shall promptly provide Seller with:

(i) copies of all financial statements or reports or other financial information received by Purchaser or its representatives relating to the financial condition, financial results, assets or operations of CCP LP, CCPM LLC or any funds managed by either of them;

- (ii) copies of all K-1s from CCP LP and CCPM LLC sent to Purchaser;
- (iii) copies of any proposed and actual amendments to the Constituent Instruments of CCP LP and CCPM LLC received by Purchaser or its agents or representatives and any other documents affecting the economic rights associated with any of the Corbin Interests; and
- (iv) copies of all notices and other communications received by Purchaser or its representatives relating to CCP LP or CCPM LLC.

7. Conditions to Closing; Termination.

7.1 Condition to Each Party's Obligation to Close. The respective obligations of the Parties to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by each Party in writing, on or before the Closing Date of the following conditions:

(a) Injunctions. There shall not be outstanding any injunction, decree or order of any court or governmental department or agency prohibiting the consummation of the transactions contemplated by this Agreement.

(b) No Change in Law. There shall not have been any action taken or any statute enacted by any Governmental Authority which would render the Parties unable to consummate the transactions contemplated hereby or make the transactions contemplated hereby illegal or prohibit the consummation of the transactions contemplated hereby.

(c) Agency Agreement. _____, or another Person approved by both Seller and Purchaser in their discretion, shall have accepted its appointment as the Agent hereunder and shall have agreed to establish the Corbin Receipts Account, to deposit in the Corbin Receipts Account all Proceeds Realized from the Corbin Interests received by it, and disburse all collected funds in the Corbin Receipts Account in the manner provided in Section 3.3 hereof and shall have agreed to other terms relative to its acting as Agent by entering into an agreement with Seller and Purchaser (the "**Agency Agreement**") in form and substance reasonably satisfactory to both Seller and Purchaser.

(d) Consents and Direction Letter. The General Partner shall have executed and delivered counterparts of the GP Consent to each of Seller and Purchaser, the Managing Member shall have executed and delivered counterparts of the Managing Member Consent to each of Seller and Purchaser, and both the General Partner and the Managing Member shall have countersigned counterparts of the Direction Letter and delivered at least one counterpart to each of Seller and Purchaser.

7.2 Conditions to Purchaser's Obligation to Close. The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment,

or the waiver in writing by Purchaser, on or prior to the Closing Date, of the following conditions:

(a) Representations and Warranties True at the Closing Date. The representations and warranties of Seller contained in this Agreement shall be deemed to have been made at and as of the Closing Date and shall be true and correct in all material respects at and as of the Closing Date, and Seller shall have delivered to Purchaser his certificate to such effect dated as of the Closing Date.

(b) Seller's Performance. Each obligation of Seller to be performed on or before the Closing Date pursuant to the terms of this Agreement, including Seller's taking all of the actions required under Section 4.2 hereof, shall have been duly performed at or before the Closing, in all material respects, and Seller shall have delivered to Purchaser his certificate to such effect dated as of the Closing Date.

7.3 Conditions to Seller's Obligation to Close. The obligations of Seller to consummate the transactions contemplated hereby shall be subject to the fulfillment, or the waiver in writing by Seller, on or prior to the Closing Date, of the following conditions:

(a) Representations and Warranties True at the Closing Date. The representations and warranties of Purchaser contained in this Agreement shall be deemed to have been made at and as of the Closing Date and shall be true and correct in all material respects at and as of the Closing Date, and Purchaser shall have delivered to Seller his certificate to such effect dated as of the Closing Date.

(b) Purchaser's Performance. Each obligation of Purchaser to be performed on or before the Closing Date under the terms of this Agreement including Purchaser's taking all of the actions required under Section 4.3 hereof, shall have been duly performed at or before the Closing, in all material respects, and Purchaser shall have delivered to Seller his certificate to such effect dated as of the Closing Date.

7.4 Effect of Failure to Close by the Outside Date. (a) In the event that the sale of the Corbin Interests is not consummated on or prior to September 30, 2011 (the “**Outside Date**”) for any reason whatsoever, then, unless both (x) such failure to close is solely due to the refusal of Seller to consummate such sale by the Outside Date and (y) all of the conditions to Seller’s obligations to close under Sections 7.1 and 7.3 shall have been satisfied as of the Closing Date, Seller shall have the right to terminate this Agreement by written notice to Purchaser, in which case (i) Purchaser shall reimburse Seller for up to an aggregate of \$75,000 of documented expenses (including attorneys’, accountants’ and other professional fees and expenses) reasonably incurred by Seller in connection with the preparation and negotiation of this Agreement and the related instruments and agreements and the anticipated Closing, and (ii) Seller shall not have (A) any further obligations to sell the Corbin Interests pursuant to this Agreement or (B) any other further obligations or liability under this Agreement. The termination of this Agreement by Seller shall not relieve Purchaser for any liability to Seller for any breach by him of this Agreement.

(b) In the event that the sale of the Corbin Interests is not consummated on or prior to the Outside Date solely due to the wrongful refusal of Seller to close such sale even though all of the conditions to Seller’s obligations to close under Sections 7.1 and 7.3 shall have been satisfied, then (i) Purchaser shall have the right to (A) elect, by written notice to Seller within five days after the Outside Date to seek specific performance against Seller, in which case such right shall constitute Purchaser’s sole remedy, or (B) terminate this Agreement and receive reimbursement from Seller of up to an aggregate of \$75,000 of documented expenses (including attorneys’, accountants’ and other professional fees and expenses) reasonably incurred by Purchaser in connection with the preparation and negotiation of this Agreement and the related instruments and agreements and the anticipated Closing, in which case Seller shall not have (x) any further obligations to sell the Corbin Interests pursuant to this Agreement or (y) any other further obligations or liability under this Agreement, and (ii) no other Person shall have any rights or remedies against Seller under this Agreement. Purchaser shall be deemed to have terminated this Agreement if he does not give a timely notice to Seller pursuant to the clause (A) of the preceding sentence that he intends to seek specific performance. The remedies set forth above shall constitute Purchaser’s exclusive remedies.

7.5 Other Termination. In the event that prior to the Closing all or any portion of the Corbin Interests are purchased or redeemed by CCP LP, CCPM LLC, the General Partner or the Managing Member or are forfeited or reduced in accordance with the terms of the CCP LP Agreement, the CCPM LLC Agreement or any of the Supplementary Agreements, including as a result of the exercise by CCP LP, CCPM LLC, the General Partner or the Managing Member of any option to purchase or redeem all or any portion of the Corbin Interests or the exercise of any other right under the CCP LP Agreement, the CCPM LLC Agreement or any of the Supplementary Agreements, then either Party shall have the right to terminate this Agreement, in which case (i) Seller shall not have (x) any further obligations to sell the Corbin Interests pursuant to this Agreement or (y) any other further obligations or liability under this Agreement, (ii) Purchaser shall not have (x) any further obligations to purchase the Corbin Interests pursuant to this Agreement or (y) any other further obligations or liability under this Agreement, and (iii) no other Person shall have any rights or remedies against Seller or Purchaser under this Agreement. Prior to the earlier of the Closing or the termination of this Agreement, Seller shall not exercise any right that Seller may have to sell all or any portion of the Corbin Interests to

anyone other than Purchaser, but Seller may sell all or any portion of the Corbin Interests in connection with the exercise by any other Person of its right to purchase any such interest pursuant to the CCP LP Agreement, the CCPM LLC Agreement or any of the Supplementary Agreements.

8. 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 8 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.

9. Miscellaneous.

9.1 Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which any Party hereto may be required or desire to give to the 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 9.1 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 Seller shall be addressed to such Party at the following address:

Daniel B. Zwirn
c/o Zwirn Family Interests, LLC
595 Madison Ave., 33rd Floor
New York, NY 10022
Facsimile No.: (646) 723-4288

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

Cooley LLP
1114 Avenue of the Americas
New York, NY 10036
Attention: Chet F. Lipton, Esq.
Facsimile No.: (212) 479-6275

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

Law Offices of Thomas G. Amon
250 West 57th Street, Suite 1316
New York, NY 10107
Attention: Thomas G. Amon, Esq.
Facsimile No.: (212) 810-2427

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

Jeffrey Epstein
c/o Financial Trust Company, Inc.
6100 Red Hook Quarter, Suite B-3
St. Thomas, USVI 00802
Attention: Jeffrey Epstein
Facsimile No.: () -

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

Attention: _____, Esq.

Facsimile No.: () ____ - ____

Any Party may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other Party in the manner provided in this Section 9.1.

9.2 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.

9.3 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.

9.4 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.

9.5 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 Party hereto may waive compliance by any other with respect to any of the other's agreements or obligations set forth herein.

9.6 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.

9.7 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".

9.8 No Third Party Beneficiaries. Except as expressly provided herein, 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.

9.9 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.

9.10 Expenses. Except as otherwise provided in Section 7.4, each Party shall be liable for its own costs and expenses incurred in connection with the negotiation, preparation execution and performance of this Agreement and the transactions contemplated hereby, including all fees of legal counsel, auditors and financial advisors. Any stamp taxes, sales taxes, transfer taxes, recording taxes, filing fees and similar taxes, fees or charges in connection with the assignment of the Corbin Interests pursuant to this Agreement shall be borne by Purchaser.

9.11 Entire Agreement. This Agreement together with all documents and instruments executed or to be executed and delivered in connection with the Closing contemplated herein and in such other agreements, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and negotiations.

9.12 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.

9.13 Further Assurances. Each Party shall execute and deliver to the other Party such further documents and instruments as may be reasonably requested by the 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 9.15 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 9.14.

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

9.15 Nature of Relationship. The relationship between Seller and Purchaser hereunder or contemplated by this Agreement is solely that of seller and purchaser and nothing herein is intended to create or constitute a joint venture or partnership of any kind between Seller and Purchaser or to constitute either Party as an agent of the other Party.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

9.16 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.

SELLER:

Daniel B. Zwirn

PURCHASER:

Jeffrey Epstein

APPENDIX A

Definitions

(a) Defined Terms. The following terms shall have the respective meanings ascribed to them below:

"Affiliate" of a specified Person means any Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common control with the Person specified.

"Agreement" means this 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.

"Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, a general partner, managing member or non-member manager of a Person shall always be considered to Control such Person.

"Damages" means any actual loss, liability (including, but not limited to, any tax liability), claim, action or cause of action, damage, assessment, judgment, cost or out-of-pocket expense (including but not limited to reasonable attorneys' fees and expenses).

"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.

"Party" means any of Seller or Purchaser.

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

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

"Tax" or "Taxes" means all federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including without limitation all income, profits, franchise, receipts, capital, sales, use, withholding, alternative minimum, *ad valorem*, inventory, payroll, employment, social security, unemployment, customs duties, value added, property, transfer, severance, excise and other similar taxes and governmental charges, including related interest, penalties, fines and additions to tax.

"Tax Return" means any return, report, declaration, information return or other document required to be filed with any Governmental Authority with respect to Taxes, including any amendments thereof.

(b) Cross-References. In addition to the terms set forth in the preceding section, the following terms are defined in the text of this Agreement in the locations specified below:

<u>Defined Term</u>	<u>Cross-Reference</u>
Agency Agreement	<i>Section 7.1</i>
Agent	<i>Section 3.3</i>
CCP Group	<i>Recitals</i>
CCP LP	<i>Recitals</i>
CCP LPA	<i>Recitals</i>
CCP LP Interest	<i>Recitals</i>
CCPAM	<i>Recitals</i>
CCPM LLC	<i>Recitals</i>
CCPM LLC Agreement	<i>Recitals</i>
CCPM LLC Interest	<i>Recitals</i>
Closing	<i>Section 4.1</i>

Closing Date	<i>Section 4.1</i>
Contingent Price	<i>Section 3.1</i>
Corbin Interests	<i>Recitals</i>
Corbin Receipts Account	<i>Section 3.3</i>
Direction Letter	<i>Section 3.2</i>
Fixed Price	<i>Section 3.1</i>
Foundation LLC Interest	<i>Recitals</i>
Foundation LP Interest	<i>Recitals</i>
General Partner	<i>Recitals</i>
GP Consent	<i>Section 6.1</i>
JAMS	<i>Section 8</i>
LLC Assignment	<i>Section 4.2</i>
LP Assignment	<i>Section 4.2</i>
Managing Member	<i>Recitals</i>
Managing Member Consent	<i>Section 6.1</i>
Mediator	<i>Section 8</i>
Outside Date	<i>Section 7.4</i>
Purchase LLC Interest	<i>Recitals</i>
Purchase LP Interest	<i>Recitals</i>
Purchase Price	<i>Section 3.1</i>
Purchaser	<i>Preamble</i>
Securities Act	<i>Section 5.2</i>
Seller	<i>Preamble</i>