

## EXHIBIT D TO PURCHASE AND SALE AGREEMENT

### CONSENT OF GENERAL PARTNER OF CORBIN CAPITAL PARTNERS, L.P.

#### RECITALS:

A. Corbin Capital Partners, L.P., a Delaware limited partnership (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"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Partnership Agreement.

B. Corbin Capital Partners Group, LLC, a Delaware limited liability company (the "Company"), is the sole general partner of the Partnership.

C. The Company has been informed that Daniel B. Zwirn ("Zwirn") desires to Transfer his entire interest as a Limited Partner in the Partnership, including both his interest as a Foundation Partner and his interest as a Purchase Partner (such partnership interests collectively, the "Zwirn Interests"), to Jeffrey Epstein ("Epstein"), and Epstein desires to purchase the Zwirn Interests and be admitted as a Limited Partner in substitution for Zwirn whereupon Zwirn would cease to be a Limited Partner.

D. The Zwirn Interest as a Foundation Partner represents, among other things, a 1.5% Incentive Percentage, a 1.5% Management Percentage and 1.5% Sale Percentage. The Zwirn Interest as a Purchase Partner represents, among other things, a 3% Incentive Percentage, a 3% Management Percentage and 3% Sale Percentage.

E. In connection with such Transfer, Zwirn and Epstein propose to enter into an Assignment and Assumption Agreement in the form attached as Exhibit A hereto (the "Assignment Agreement").

F. Zwirn and Epstein have requested the Company's written consent to the Transfer of the Zwirn Interests to Epstein, the admission of Epstein as a Limited Partner in substitution for Zwirn and certain related matters.

**NOW, THEREFORE**, the Company, in its capacity as General Partner of the Partnership, hereby agrees to the following for itself and on behalf of the Partnership:

1. The Company hereby consents to the Transfer by Zwirn of the Zwirn Interests to Epstein.

2. The Company agrees that effective upon the delivery to the Company of a copy of the Assignment Agreement executed by Zwirn and Epstein and the delivery to the Company of the supplement to the Partnership Agreement in the form attached as Exhibit B hereto executed by Epstein, (i) the Transfer of the Zwirn Interests to Epstein shall be recognized by the Partnership, (ii) Epstein shall be admitted as a Limited Partner in substitution for Zwirn and Zwirn shall

thereupon cease to be a Limited Partner, and (iii) Zwirn shall have no further obligations under the Partnership Agreement (except for the provisions of Section 2.04 thereof as in effect on May 1, 2007 that, by the terms thereof, survive his withdrawal from the Partnership) or the supplementary agreements affecting the Zwirn Interests to which he is a party, but Epstein shall succeed to Zwirn's rights and obligations thereunder. The Company represents to Zwirn and Epstein that the required unanimous consent of all Limited Partners who are not Special Partners to the admission of Epstein as a Limited Partner in substitution for Zwirn upon the effectiveness of the Transfer has been duly obtained.

3. The Company hereby consents to the delivery by Zwirn to Epstein, and/or by Epstein to Zwirn, whether before, on or after the date of this Consent, of any of the following: (i) copies of the Partnership Agreement and any supplementary agreements or other agreements relating to the Zwirn Interests, and (ii) any financial, tax and other statements, reports, returns or information relating to the Partnership and/or its business or assets or the funds managed by the Partnership.

4. The Company agrees that (x) no act, event or determination by or involving Epstein which occurred prior to the date hereof shall constitute a Forfeiting Event and (y) it shall not assert, for itself or on behalf of the Partnership or any Limited Partner, that any such act, event or determination constitutes a Forfeiting Event. The Company represents and warrants to Zwirn and Epstein that, except for any consent of the Limited Partners which has been obtained and remains in full force and effect on the date hereof, no consent of the Limited Partners is necessary to make the foregoing agreement binding on the Partnership.

5. This Consent is irrevocable and may be relied upon by both Zwirn and Epstein.

Dated: \_\_\_\_\_, 2011

CORBIN CAPITAL PARTNERS GROUP, LLC,  
as General Partner of Corbin Capital Partners, L.P.  
By [Dubin & Swieca Capital Management, Inc.],  
Its Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

ASSIGNMENT AND ASSUMPTION 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 JEFFREY EPSTEIN, an individual having an office at Financial Trust Company, Inc., 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 (the "Assignee").

**RECITALS:**

A. Zwirn is a limited partner in Corbin Capital Partners, L.P., a Delaware limited partnership (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 Purchase and Sale Agreement, dated as of \_\_\_\_\_, 2011, between Zwirn and the Assignee (the "Purchase Agreement"), Zwirn is assigning to the Assignee 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 Purchase Agreement.

D. Zwirn and the Assignee intend that the Assignee be admitted to the Partnership as a substitute limited partner in Zwirn's place with respect to the Assigned Interest.

E. The Assignee desires to accept such assignment, to assume all of Zwirn's obligations under the Partnership Agreement and under the Supplementary Agreements with respect to the Assigned Interest, and to be admitted as a substitute limited partner of the Partnership with respect to the Assigned Interest.

F. This Agreement is the "LP Assignment" referred to in the Purchase 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 Assignee as provided herein as well as the concurrent assignment by Zwirn to the Assignee of the CCPM LLC Interest, the Assignee shall, concurrently with the execution hereof, pay to Zwirn by wire transfer of immediately available funds, the Fixed Price. In addition, from and after the date hereof the Assignee agrees to pay Zwirn the Contingent Price as provided in the Purchase Agreement.

2. Zwirn hereby assigns to the Assignee all of his right, title and interest in and to the Assigned Interest, and designates the Assignee as a substitute limited partner in respect of 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. The parties intend that the Assignee be admitted as a substitute limited partner of the Partnership in Zwirn's place with respect to the Assigned Interest. **ZWIRN IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO THE ASSIGNEE WITH RESPECT TO THE ASSIGNED INTEREST OR THE PARTNERSHIP EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY ZWIRN IN THE PURCHASE AGREEMENT. THE ASSIGNEE 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 ASSIGNEE IN THE PURCHASE AGREEMENT.**

3. The Assignee hereby accepts the assignment and transfer of the Assigned Interest, accepts and agrees to be bound by all of the terms and provisions of the Partnership Agreement and the Supplementary Agreements in place of Zwirn, and assumes and shall pay or perform when required all of the obligations of Zwirn thereunder as a limited partner of the Partnership with respect to the Assigned Interest.

4. The Assignee agrees to execute and deliver such other documents as may be reasonably necessary to effect the adoption of the Partnership Agreement by the Assignee and the admission of the Assignee to the Partnership as a limited partner in substitution for Zwirn.

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. 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 on the date first above written.

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Daniel B. Zwirn

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Jeffrey Epstein

**CORBIN CAPITAL PARTNERS, L.P.**

**SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

**LIMITED PARTNER SIGNATURE PAGE**

By signing below, the undersigned hereby agrees that effective as of the date of the undersigned's admission to Corbin Capital Partners, L.P. as a Limited Partner in substitution for Daniel B. Zwirn, the undersigned shall (i) be bound by each and every term and provision of the Second Amended and Restated Limited Partnership Agreement of Corbin Capital Partners, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Second Amended and Restated Limited Partnership Agreement of Corbin Capital Partners, L.P. in place of Daniel B. Zwirn.

\_\_\_\_\_  
*(Type or Print Name)*

\_\_\_\_\_  
*(Signature)*

Date: \_\_\_\_\_

ACCEPTED:

GENERAL PARTNER:

CORBIN CAPITAL PARTNERS GROUP, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing Member