

1. May wish to add the other funds (Offshore, TE and Asia) to this agreement in case we have to get money back from them.

2. Ask JE how long he would like the tolling period to be for, but make your own recommendations to him.

TOLLING AGREEMENT

THIS AGREEMENT is made and entered into by and between Jeepers, Inc., Financial Trust Company, Inc., and Jeffrey Epstein (collectively "Epstein") and D.B. Zwirn Special Opportunities Fund, L.P. k/n/a Fortress Value Recovery Fund I LLC ("Fund") (together, "the Parties").

WHEREAS, potential disputes have arisen between the Parties concerning Epstein's investment in the Fund; and

WHEREAS, the Parties desire to seek a resolution of these potential disputes without resort to litigation, and would therefore like to allow sufficient time to complete discussions regarding an amicable resolution before resorting to litigation.

NOW, THEREFORE, the Parties agree as follows:

1. In consideration for Epstein's agreement to forebear from the commencement of litigation proceedings immediately against the Fund in connection with the aforementioned potential disputes, the Fund agrees that all relevant periods of limitations, laches or estoppel pertaining to any complaint, claim, or cause of action, arising out of or relating to the aforementioned potential dispute between the Parties, shall be tolled and suspended from the effective date of this Tolling Agreement, _____, 2010 (the "Effective Date"), until this Agreement is terminated in accordance with the terms contained below (the "Termination Date").

2. This Tolling Agreement shall be valid for _____ () days after the date upon which it is executed by the Parties. In addition, any of the Parties may terminate this Tolling Agreement by giving written notice of termination, in which case termination shall be effective fifteen (15) days after receipt of such written notice (~~"Effective Date"~~). The time period from the Effective Date through and including the Termination Date shall be known as the "Tolling Period".

3. If any claim is made or suit or arbitration is instituted by Epstein with respect to the potential disputes addressed herein, then for the purpose of determining the availability of, or effect of, such a claim [or defense?] asserted by Epstein, including determining whether such a claim is barred by statutes of limitations, laches, waiver, or estoppel, the Tolling Period shall be considered as a tolled period and shall be omitted from any calculation of any applicable limitations period.

4. This Tolling Agreement shall not constitute a settlement, release, abandonment, or limitation respecting any matter arising out of or relating to the aforementioned potential

disputes, nor any admission, waiver or estoppel with respect thereto on the part of any of the Parties.

5. Epstein shall not commence any litigation or arbitration proceedings against the Fund relating to the aforementioned potential disputes until after the Termination Date.

6. The Fund shall not commence any litigation or arbitration proceedings against Epstein relating to the aforementioned potential disputes until seven (7) days after the Termination Date. [not that I mind that the Fund has to wait an extra 7 days, but won't they balk at it being uneven. What is the justification for the extra 7 days?]

7. Notice hereunder shall be given to the persons and at the places designated on the signature page below, ~~either~~ delivered in person, by hand, by facsimile, by electronic mail, or by postpaid certified mail, or at such other address as the Parties may hereafter designate, by written notice to the others in accordance with this provision.

8. The Parties agree that if any part, term, or provision of this Tolling Agreement shall be found unenforceable or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected.

9. No provision of the Tolling Agreement may be amended except by a writing signed by all of the Parties.

10. The execution and delivery of this Tolling Agreement shall not constitute an admission of liability by any of the Parties, nor shall this Tolling Agreement create rights in favor of, or obligation to, any person other than the Parties hereto. Subject to the foregoing, this Tolling Agreement shall be binding upon and inure to the benefit of the Parties, and their respective agents, heirs, survivors, executors, successors, and assigns.

11. [why would you include this provision in this draft. Can only hurt us right? Is there a real benefit to us?]~~The Parties agree and understand that execution of this Agreement does not affect, in any manner, any complaints, claims, cross-claims, setoffs or defenses the Parties may have against each other in anything not associated with the potential disputes described herein, nor is this Agreement intended to revive any causes of action for which the applicable limitations period has already expired.~~

IN WITNESS WHEREOF, the Parties have caused this Tolling Agreement to be executed by their duly authorized officers or representatives on the respective dates set forth below.

[as indicated in Section 7 above, don't you need to put addresses, fax, emails, etc. underneath each of the signature blocks?]

Jeepers Inc.

By: _____

Date: _____

Printed name: _____

Title: _____

Financial Trust Company, Inc.

By: _____

Date: _____

Printed name: _____

Title: _____

Jeffrey Epstein

By: _____

Date: _____

Printed name: _____

**D.B. Zwirn Special Opportunities
Fund, L.P. k/n/a Fortress Value Recovery
Fund I, LLC**

By: _____

Date: _____

Printed name: _____

Title: _____