

WORKING DRAFT OF ZWIRN CHRONOLOGY

- Initial Fund Investments by FTC (Does not Include Investment in January 2005):
 - 4/1/2002 \$10 MM
 - 9/1/2002 \$10 MM
 - 12/1/2002 \$30 MM
 - 6/1/2003 \$10 MM
- May 2003 Confidential Memorandum of the Fund.

On page 14, "Although HCM (Highbridge Capital Management, LLC) is a Member of the Trading Manager, neither HCM nor Messrs. Dubin or Swieca have any authority or discretion over the operations or investments of the Trading Manager, the Fund, or the Non-U.S. Fund. Mr. Ziwrn has sole discretion for investing the assets of the Fund."

On Page 16, The Trading Manager is responsible for all trading operations of the Fund. The trading Manager will, among other things, (i) make all investment decisions, (ii) monitor compliance of the Fund with all regulatory requirements applicable to its operations and (iii) retain brokers and borrow money on behalf of the Fund.
- August 1, 2003 Agreement – relating to Zwirn’s transition out of direct employment by Highbridge to serving as investment advisor of all of the Funds and a Highbridge managed account. See Harry Susman’s brief Memo regarding this agreement which is attached.
- As of January 1, 2004 Advisory Agreement, effectuating transition described in Zwirn’s August 1, 2003 employment/transition agreement whereby HCM (later known as Dubin Swieca Asset Management, LLC - DSAM) delegates advisory responsibilities to D.B. Zwirn & Co. (DBZ&Co) as advisor to an entity called HCM/Z Special Opportunities, LLC and HCM will for four years maintain a minimum allocation of Highbridge Capital Corporation’s assets to that entity equal to 7.5% of Highbridge Capital Corporation’s NAV – minimum allocation of \$200 MM, but not required to allocate more than \$500 MM. However, the four year term of minimum allocation could be terminated early and withdrawals from the managed account would be permitted below the minimum allocation if and when there were \$850 MM of net assets under management. A 1%/20% Management Fee/Incentive Fee structure (with a high water market on the incentive fee portion of the fee). Agreement is dated as of January 1, 2004, but makes some reference to Highbridge sale, so we believe and Davis Polk confirms it was signed later (though Davis Polk could or would not say when). Advisory Agreement contains provisions similar to those provided in August 1, 2003

employment/transition agreement requiring Dubin to market interests in the Funds, consult with Zwirn on investment strategies and ideas, to provide the Funds with administrative advice and assistance in connection with matters such as consultation on operations, legal, accounting, prime brokerage, and investor relations issues. Note: As of March 24, 2004 [no way of knowing when these documents were signed] HCM (which becomes DSAM) is a limited partner of DBZ&Co. entitled to 46% of DBZ& Co's fees. That number drops down to 31% as of January 1, 2006 and 0% as of January 1, 2009.

- March 24, 2004 – this is the date of amendments to the organizational documents for the Fund (Highbridge Zwirn Special Opportunities Fund, L.P.), the General Partner of the Fund (Highbridge Zwirn Partners, LLC), the Trading Manager of the Fund (D.B. Zwirn & Co., L.P.) and the General Partner of the Fund's Trading Manager (D.B. Zwirn GP, LLC). Pursuant to these organizational documents, HCM (which later became DSAM) was a non-managing member of the Fund's General Partner, a limited partner of the Fund's Trading Manager and a non-managing member of the General Partner of the Fund's Trading Manager. In its capacity as non-managing member and limited partner of these entities, HCM (DSAM) received a percentage of fees which the Fund's General Partner and the Fund's Trading Manager collected from the Fund and a percentage of the fees which the Trading Manager (D.B. Zwirn & Co., L.P.) collected from the managed account of Highbridge Capital Corporation that was also managed by the Trading Manager. The March 24, 2004 organizational documents reference the as January 1, 2004 Advisory Agreement.

The provisions of the organizational documents are essentially mirror provisions and collectively provide that beginning March 24, 2004, HCM is to be allocated 46% of the Incentive Fees and Management Fees collected by Highbridge Zwirn Partners, LLC (which later changed its name to D.B. Zwirn Partners, LLC – the General Partner of the Fund), D.B. Zwirn & Co., L.P. (the Fund's Trading Manager) and DB Zwirn GP, LLC (the General Partner of the Fund's Trading Manager). Thus, 46% of fee payments from the Fund and from Highbridge Capital Corporation's managed account that were paid to the Trading Manager and General Partner flowed through those entities to HCM (DSAM). That percentage is reduced to 31% on January 1, 2006 and to 0% on January 1, 2009.

To the extent that the documents confer voting rights on HCM, the voting percentage is less than 50%. Moreover, the documents provide that if the members or partners, as the case may be, cannot agree, then the decision of Zwirn Holdings, LLC as the Managing Member of the Fund's General Partner, and the managing member of the general partner of the Fund's Trading Manager, will prevail over any disagreement. A March 2004 org chart that DKI previously prepared is attached for your reference.

However, these organizational documents also contain provisions providing for Dubin's continuing participation. So long as HCM (DSAM) continues to own an interest in the Fund's General Partner and Trading Manager and the General Partner of the Fund's Trading Manager, HCM (DSAM) will use reasonable efforts to provide and will cause Dubin to be reasonably available to market interests of the Zwirn Funds and to consult with Zwirn on investment strategies, to provide the Funds with administrative advice and assistance in connection with matters such as consultation on operations, legal, accounting, prime brokerage, and investor relations issues. However, HCM (DSAM) has no authority to enter into agreements on behalf of the Fund's General Partner and Trading Manager or the general partner of the Fund's Trading Manager.

Note that while the March 24, 2005 organizational documents provide for a wind-down of DSAMs participation (to 0% in 2009), the January 1, 2004 Advisory Agreement does not contemplate withdrawals from the managed account until the end of the four year term (or at such time as there is \$850 MM in net assets under management) and even then withdrawals under the Advisory Agreement are distributed over an extended period (potentially as long as 5yrs) and not immediately paid out. Thus Dubin's claim that they began the process of withdrawing the managed account in 2004 is not correct. The managed account was first established at that time and was contemplated to remain in place for 4 years or until \$850 MM net asset mark was reached and even then would remain in place until all of the withdrawal proceeds were paid out.

- October 2004 sale of Highbridge to JPM
- October 1, 2004 Amendment to Amended and Restated Limited Partnership Agreement of Highbridge/Zwirn Special Opportunities Fund, L.P. increasing management fee to 2%, "changes the name of the Partnership to change "Highbridge/Zwirn" to "D.B. Zwirn"" and changing the Partnership's address to 745 Fifth Avenue, 18th Floor, NY, NY 10151
- November 2004 Supplement to Confidential Offering Memorandum giving effect to the amendments and changing the liquidity rights for new investments (on or after January 1, 2005) to three year lock-up
- 1/1/2005 Fund Investment by FTC of \$20 MM.
- January 11, 2005 Letter Agreement between FTC and the DB Zwirn Special Opportunities Fund, L.P. This is the letter agreement that is at the center of the claims against Zwirn, Dubin and Highbridge.
- April 29, 2005 request to redeem 50% of Highbridge's managed account.

- May 10, 2005 Consent to May 2005 Amendments Signed By JEE for FTC
- May 2005 Amended and Restated Limited Partnership Agreement and May 2005 Offering Memorandum of the D.B. Zwirn Special Opportunities Fund, L.P.
- March 2006 –a verbal demand to redeem the remaining balance of its assets in the Highbridge Managed Account.
- August 23, 2006 – HCM (DSAM) receives SEC Audit Request
- From September 06 through May 30, 2007 Carolyn Rubin works with SEC examiners to complete SEC Audit of HCM. In Rubin’s complaint against HCM, Dubin, Swieca and others, Rubin alleges that “Rubin was not informed of internal meetings and meetings with outside counsel, discussions and internal preparations involving oversight of sub-advisor DB Zwirn beginning in the Fall 2006.”
- September 24, 2006 Zwirn calls Jeffrey to advise that he is going to fire Gruss but it is not for material reasons. Jeffrey advises that he wants to redeem FTC’s entire investment.
- September 30, 2006. Gruss is fired.
- October 5, 2006 Email from Zwirn to Dubin – Advising that the “personnel move” will be “out to employees” on Monday, October 9, 2006
- First week of October, according to Alpha article, Zwirn informs employees, via group meeting and conference call that some irregularities had been uncovered in the firm’s accounting by an internal controller at DBZ:
 - wire transfer from the onshore fund (in which FTC/Jeepers is invested) to cover down payment on the jet while DBZ waited for a loan to cover the cost
 - fees were taken by the onshore fund after they had been earned but before they were supposed to be distributed
 - unauthorized transfer of assets between the onshore and the offshore funds.
- October 9, 2006, according to Alpha article, Zwirn announces that Gruss and the firm parted ways.
- October 13, 2006 email from Dubin to Zwirn asking if Zwirn told people about the problems with a certain trader as well as about Perry Gruss

- October 28, 2006, according to Alpha article, Zwirn calls investors to explain what happened.
- October 28, 2006 email from Zwirn to Dubin updating Dubin about investor calls.
- October 29, 2006 email from Zwirn to Dubin asking Dubin if Dubin has decided what he wants Zwirn to do about Jeffrey
- October 29, 2006 email from Dubin to Zwirn advising Zwirn to call Jeffrey at the NY office tomorrow, October 30, 2009.
- October 30, 2006, Zwirn calls to Jeffrey to inform of “non-material” accounting irregularities, reported to be (1) a wire transfer from the Fund (DB Zwirn Special Opportunities Fund, L.P.) to cover a downpayment on his plane while DBZ waited for a loan, (2) fees taken after they were earned but before they were allowed to be distributed and (3) unauthorized transfer of assets between onshore and offshore funds. JEE catches Zwirn in outright lie about non-material accounting irregularities. Zwirn claims it was on advice of counsel. JEE speaks to Dubin, Zwirn and Zwirn’s counsel (Harry Davis from Schulte Roth) about lie and JEE again demands to redeem FTC’s entire investment in the Fund. At this time, it is explained that Zwirn is trying to avoid a run on the bank which Jeffrey’s withdrawal would precipitate.
- November 13, 2006 email from Zwirn to Dubin advising that Zwirn spoke as calmly as possible to Harry Beller about lock-up facts and stating that it would be very good for you to call Jeffrey.
- November 13, 2006 email from Zwirn to Dubin that Dubin should remind Jeffrey that Jeffrey made \$47 MM with the fund.
- November 13, 2006 call with Jeffrey, Dubin and Zwirn. Jeffrey again repeats that he wants to redeem FTC’s entire investment and is asked not to redeem everything to avoid a run on the bank. Zwirn convinces Jeffrey while Glenn is on the call, to redeem half of total capital account or an amount less than all, tells Jeffrey he will honor that request and Jeffrey agrees to redeem \$80MM, rather than all of the investment.
- November 13, 2006 \$80 MM Withdrawal Notice.
- December 15, 2006 email from KF to Dubin advising that Jeffrey called and would appreciate it if you could wrap up Zwirn today.
- December 21, 2006 email from KF to Dubin advising that Jeffrey called stating that Zwirn wants a release and that this is crazy.

- December 28, 2006 email from Zwirn to Dubin asking if Zwirn should try to call Jeffrey
- December 28, 2006 email from Dubin to Zwirn stating that Dubin would call Jeffrey
- January 2007, according to Michael Carroll, Highbridge made a written demand to Zwirn for a liquidation of the Zwirn managed account.
- Subscription of Jeepers (required by Zwirn as a result of assignment to Jeepers) on January 8, 2007, effective as of January 1, 2006, upon the terms of the Second Amended and Restated Limited Partnership Agreement, as amended from time to time, and the Confidential Memorandum (May 2005 versions), as updated and modified from time to time, specifically excepting the application of these documents to the extent that they do not apply to FTC's interests which were acquired prior to the dates thereof and subjecting the terms of these documents to more favorable rights previously granted to FTC. These subscription documents specifically state that withdrawals and liquidity for Jeepers are the same as they were for FTC.
- February 14, 2007, Zwirn conversation with Harry Beller regarding redemption rights. Zwirn begins to renege on agreement with Jeffrey and Harry advises that if he does not honor, then Jeffrey would ask to redeem FTC's entire investment and Zwirn tells Harry that FTC has no right to do so. Zwirn sends Harry incorrect schedule of redemption rights and, as Zwirn is now claiming, contrary to his agreement in November 2006 to redeem \$80MM, that Zwirn has no obligation to honor any redemption, it is decided to redeem entire investment.
- February 14, 2007 Notice of Complete Redemption referencing fact that Zwirn has attempted to assign withdrawal rights which are other than those provided in the January 11, 2005 letter agreement between FTC and the Fund and that Zwirn has failed "to resolve certain discrepancies raised by FTC's representatives regarding year end values in FTC's capital account.
- February 14, 2007 email from Zwirn to Dubin advising that Harry demanded a complete redemption despite the fact that (according to Zwirn) he has no right to this.
- March 26, 2007 Memo from Zwirn to Investors re Completion of Independent Review
- March 27, 2007, Schulte (Mark Elovitz) letter to Darren Indyke claiming that the February 14, 2007 withdrawal notice was invalid because it was not

given 120 days prior to March 31, 2007 as required by the January 11, 2005 letter agreement and that the November 13, 2006 withdrawal notice was invalid because it was a partial redemption and the rights granted under the January 11, 2005 letter agreement only applied to complete redemptions.

- March 28, 2007 telephone conversation between Mark Elovitz and Darren Indyke regarding Schulte response in which Elovitz advises that he will revisit the issue with Zwirn. Indyke sends Elovitz a confirmatory letter on that same date.
- April 9, 2007 follow up letter from Indyke to Elovitz advising that Elovitz has not called Indyke back.
- April 10, 2007 letter from Elovitz to Indyke citing the reasons in Elovitz's March 27, 2007 letter claiming that "Jeepers is not entitled to withdrawal of its capital account at this time", referring Indyke to the redemption schedule set forth in the March 27, 2007 letter and stating that "any prior communications between the parties did not alter the agreed-upon schedule for redemption."
- SEC Deficiency Letter at the end of August 2007 – Letter pointed out issues such as oversight of "sub-advisor" D.B. Zwirn
- September 07 – According to Michael Carroll, this is the date of a Settlement between Dubin and Zwirn. Michael Carroll has refused to allow me to see a copy of the agreement, so I am unable to verify the terms of the agreement. According to Carroll, Dubin has deferred distributions of his allocated percentage of Management Fees and Incentive Fees due to DBZ&Co. (the Fund's Trading Manager) and DB Zwirn Partners, LLC (the Fund's GP) since 2004. Carroll has advised that the Settlement Agreement was intended to provide for the termination of Dubin's interests in the Fund's Trading Manager and General Partner in exchange for the payment of some amount of deferred Management Fees and Incentive Fees due to Dubin. According to Carroll, total payments due to Dubin under the Settlement Agreement were \$30 MM. Note that the Fund's Trading Manager is also the advisor of the Highbridge Managed accounts, so it is unclear whether this \$30MM settlement also relates to "deferred" fees due from Highbridge managed account.
- October 2007 - Dubin receives \$3.1 MM pursuant to Sept 07 agreement.
- February 2008 – Dubin receives \$9.4 MM pursuant to Sept 07 agreement

As of 1/31/09 - \$17.5 MM was due to Dubin pursuant to Sept 07 agreement, but at the January 22, 2009 meeting at Davis Polk, Mike Carroll advised that Zwirn had already said that Zwirn will not pay.

- Highbridge response to SEC Deficiency Letter sent September 26, 2007 [Might be informative, we should try to get a copy.]
- March 10, 2008 email from DBZ&Co. Investor Relations to Harry Beller attaching a March 7, 2008 letter from DB Zwirn Partners and DBZ&Co announcing dissolution of the onshore fund as of March 27, 2008 and the suspension of all withdrawals, but advising that limited partners that withdrew from the fund as of December 31, 2007 will receive 90% of the withdrawal payment within the next few weeks, while the remaining 10% would be paid following the completion of the 2007 audit. [We need to find out if any December 31, 2007 limited partners received payment as provided in this letter.]
- June 30, 2008 redemption request by Jeepers.