

JAMS ARBITRATION

IN THE MATTER OF §
 §
 FORTRESS VRF I LLC and FORTRESS §
 VALUE RECOVERY FUND I LLC, §
 Claimants §
 §
 v. §
 §
 JEEPERS, INC., §
 Respondent §
 §
 and §
 §
 FINANCIAL TRUST COMPANY, INC. and §
 JEEPERS, INC., §
 Counterclaimants and Third-Party Claimants §
 §
 v. §
 §
 D.B. ZWIRN SPECIAL OPPORTUNITIES §
 FUND, L.P. k/n/a FORTRESS VALUE §
 RECOVERY FUND I LLC, §
 Counter-Respondent §
 §
 and §
 §
 D.B. ZWIRN PARTNERS, LLC, §
 D.B. ZWIRN & CO., L.P., §
 DBZ GP, LLC, §
 ZWIRN HOLDINGS, LLC, §
 DANIEL ZWIRN, and §
 Third-Party Respondents §

Case No. 1425006537

Arbitrator: Hon. Anthony J. Carpinello

**FINANCIAL TRUST COMPANY, INC.'S AND JEEPERS, INC.'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

Pursuant to Scheduling Order No. 1, Financial Trust Company, Inc. and Jeepers, Inc., by their attorneys, Susman Godfrey L.L.P., hereby request that D.B. Zwirn Special Opportunities Fund, L.P. k/n/a Fortress Value Recovery Fund I LLC, D.B. Zwirn Partners, LLC, D.B. Zwirn & Co., L.P., DBZ GP, LLC, Zwirn Holdings, LLC, and Daniel Zwirn produce the documents and

information specified herein, pursuant to the following Definitions and Instructions, at the offices of Susman Godfrey L.L.P., 654 Madison Avenue, 5th Floor, New York, New York 10065, in compliance the Scheduling Order No. 1.

DEFINITIONS AND INSTRUCTION

1. The term “Counterclaim” means the Response, Counterclaim, and Third-Party Claim, filed in this arbitration on May 21, 2010.

2. The term “Demand” means the Demand for Arbitration filed in this arbitration on May 5, 2010.

3. The term “Zwirn Response” means the Response filed in this arbitration by D.B. Zwirn Partners, LLC, D.B. Zwirn & Co., L.P., DBZ GP, LLC, Zwirn Holdings, LLC, and Daniel Zwirn in this arbitration on June 25, 2010.

4. The term “Counterclaimants” or “Third-Party Claimants” means (a) Financial Trust Company, Inc.; and (b) Jeepers, Inc. The term includes past and/or present employees, directors, representatives, agents, officers, consultants, attorneys, predecessors, successors or affiliates of Financial Trust Company, Inc. or Jeepers, Inc., including Jeffrey Epstein.

5. The term “FTC” means Financial Trust Company, Inc. The term includes past and/or present employees, directors, representatives, agents, officers, consultants, attorneys, predecessors, successors or affiliates of Financial Trust Company, Inc., including Jeffrey Epstein.

6. The term “Jeepers” means Jeepers, Inc. The term includes past and/or present employees, directors, representatives, agents, officers, consultants, attorneys, predecessors, successors or affiliates of Jeepers, Inc., including Jeffrey Epstein.

7. The term “Fund” or “On-Shore Fund” means D.B. Zwirn Special Opportunities Fund, L.P. k/n/a Fortress Value Recovery Fund I LLC. The term includes past and/or present general partners, managers, managing members, employees, directors, representatives, agents, officers, consultants, attorneys, predecessors, successors or affiliates of D.B. Zwirn Special Opportunities Fund, L.P. k/n/a Fortress Value Recovery Fund I LLC, including without limitation the Zwirn Entities.

8. The term “Zwirn Entities” means D.B. Zwirn Partners, LLC, D.B. Zwirn & Co., L.P., DBZ GP, LLC, Zwirn Holdings, LLC, and Daniel Zwirn.

9. The terms “D.B. Zwirn Partners, LLC, D.B. Zwirn & Co., L.P., DBZ GP, LLC, and Zwirn Holdings, LLC” includes past and/or present general partners, managers, managing members, employees, directors, representatives, agents, officers, consultants, attorneys, predecessors, successors or affiliates of these entities, including without limitation any entities now known as Irvington Associates, LLC, Irvington Management, L.P., Irvington GP, LLC, or Irvington Holdings, LLC, and past and/or present general partners, managers, managing members, employees, directors, representatives, agents, officers, consultants, attorneys, predecessors, successors or affiliates thereof.

10. The term “Zwirn” means Daniel Zwirn.

11. The term “Counterclaim Respondents” means the Fund, the Zwirn Entities, and Zwirn.

12. The term “Offshore Fund” means D.B. Zwirn Special Opportunities Fund, LTD.

13. The terms “concerning” or “relating” shall be given the broadest meaning permitted under the New York Civil Practice Law and Rules and without limitation, means referring to, alluding to, evidencing or constituting.

14. The term “document” is used herein in the broadest sense permitted by the New York Civil Practice Law and Rules. In particular, and without limitation, it means the original and all non-identical copies and drafts of any tangible or intangible item from which information can be derived or discerned, and specifically includes all forms of electronic data and other information stored on electronic media in Counterclaim Respondents’ possession, custody or control.

15. The term “communication” is used to include both internal and external communications.

16. The term “including” means “including without limitation.”

17. The term “person” or “persons” means any natural person or any business, legal or governmental entity or association and the general partners, managers, managing members, officers, directors, employees, agents, consultants and attorneys thereof.

18. The term “Request” means the Counterclaimants’ First Request for Production of Documents.

19. The term “any” shall be understood to include and encompass “all,” and “all” shall be understood to include and encompass “any.”

20. No paragraph contained in this Request shall be construed with reference to any other paragraph for purposes of limitation.

21. This Request requires Counterclaim Respondents to produce all responsive documents, materials and information (including any stored by electronic means) within their actual or constructive possession, custody, or control.

22. This Request is continuing in nature. In the event that Counterclaim Respondents become aware of responsive documents and/or information in addition to, or in any way

inconsistent with, that which they previously have produced to Counterclaim Respondents, prompt supplementation of their response to this Request is required.

23. If Counterclaim Respondents withhold any document from production based on the attorney-client privilege, the work product doctrine, or any other privilege or immunity from disclosure, Counterclaim Respondents shall, with respect to each such document: (a) identify the document by (i) stating its date, subject and type, and (ii) identifying all author(s) and recipient(s) of the document, and all persons who, to Counter-Claim Respondents' knowledge, have seen the document; (b) specify the nature of the privilege, doctrine or immunity claimed; and (c) state and describe the grounds for claiming it.

24. If Counterclaim Respondents object to any portion of the Request, including the Definitions and Instructions, on grounds of vagueness or ambiguity, Counterclaim Respondents shall identify in their response the language they consider vague or ambiguous and state the interpretation they are using in responding.

25. In the event that multiple copies of a document exist, produce every copy on which appear any notations or markings of any sort not appearing on another copy.

26. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever necessary in order to bring within the scope of this Request any document or information that might otherwise be construed to be outside of its scope.

27. The words "and" and "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of the Request any document or information that might otherwise be construed to be outside of its scope.

28. The documents produced in response to the Request shall be (a) organized and

designated to correspond to the categories in the Request or, if not, (b) produced as they are maintained in the normal course of business, and in either case: (i) all associated file labels, file headings, and file folders shall be produced together with the responsive documents from each file and each file shall be identified as to owner or custodian; (ii) all documents that cannot be legibly copied shall be produced in their original form; otherwise, you may produce photocopies; (iii) all photocopies shall be stapled or clipped as the originals; and (iv) each page shall be given a discrete production number.

29. Produce documents and information responsive to individual requests as soon as possible and without waiting to produce documents responsive to other requests whenever possible.

30. Identify every document responsive to this Request that was at any time, but is not presently, in Counterclaim Respondents' possession, custody or control by stating: (a) type of document; (b) author; (c) recipient(s), including all recipients of carbon or blind copies; (d) date; (e) subject matter; (f) present location and custodian of the document and the present address and telephone number of the custodian; and (g) if the document was lost or destroyed, the circumstances under which the document was lost or destroyed.

31. If there are no documents or information responsive to all or any portion of any request, so state in writing.

32. None of the Definitions or requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definitions or the requests.

33. Unless otherwise specified in a particular document request, this Request calls for (a) documents and information dated, created or that came into Counterclaim Respondents' possession between January 1, 2002 and the date of production, and (b) documents and information that were operative during that time period.

34. All terms not defined in this Request shall be defined according to the definitions contained in the Counterclaim and, if not defined in the Counterclaim, the terms shall be afforded their ordinary meaning.

DOCUMENT REQUESTS

1. All communications between or among any Counterclaimants and any Counterclaim Respondents.
2. All communications between or among any Counterclaim Respondents and any third-party concerning Counterclaimants and/or Jeffrey Epstein.
3. All documents concerning the investments or limited partnership interests of Counterclaimants in the Fund.
4. All documents concerning the right of Counterclaimants to withdraw money from the Fund.
5. All documents relating to Counterclaimants' efforts to withdraw money from the Fund, including without limitation Counterclaimants' efforts between October 2006 and March 2007.
6. All documents relating to the Letter Agreement dated January 11, 2005 between the Fund and FTC—*i.e.*, the “2005 Side Agreement” described in paragraph 33 of the Demand.
7. All communications, including without limitation with Glenn Dubin, relating to Counterclaimants' efforts to withdraw money from the Fund.
8. All documents that reflect telephone calls between or among any of Zwirn, Counterclaim Respondents, Jeffrey Epstein, Counterclaimants, and/or Glenn Dubin during the period from September 2006 through and including May 2007, including without limitation any telephone records or bills.
9. All documents relating to the alleged withdrawal of the November 13, 2006 Partial Withdrawal Request referenced in paragraph 3 of the Response.

10. A copy of the executed Subscription Agreement by which FTC transferred its interest in the Fund to Jeepers signed by the Fund.

11. All documents relating to the transfer of FTC's interest in the Fund to Jeepers, including without limitation any correspondence between or among any Counterclaimants and any of the Zwirn entities and/or Glenn Dubin regarding the transfer and drafts of any agreements relating to such transfer.

12. Copies of each version of the subscription documents for the Fund, including without limitation the form Subscription Agreement and any forms for additional subscriptions.

13. Documents sufficient to show that the Fund subjected each distinct investment by an investor to a distinct withdrawal date, including any internal memoranda or spreadsheets that would indicate different withdrawal dates or multiple withdrawal dates for a single investor or limited partner.

14. All documents relating to the Fund permitting or refusing an investor or limited partner who made multiple investments on different dates prior to January 1, 2005 to withdraw all or part of the investment on a date other than the two year anniversary of each investment.

15. All communications to investors or limited partners relating to withdrawal dates.

16. All documents referring to Counterclaimants' "Capital Account" as that term was used in the Fund's Limited Partnership Agreement (as amended from time to time) and in the January 11, 2005 Side Agreement.

17. All documents referring specifically to Counterclaimants' capital account in the Fund.

18. All documents relating to the letter sent from the Fund to Counterclaimants on March 27, 2007.

19. All documents relating to withdrawals of, or requests to withdraw, money by investors from the Fund during the Fourth Quarter of 2006 or during 2007, including without limitation documents sufficient to show how much money was withdrawn, the dates when the requests to withdraw were made, and the dates when the investments or limited partnership interests that were withdrawn were initially made or purchased.

20. All documents relating to any managed account owned or controlled by Highbridge Capital Management.

21. All documents relating to the return of money to investors from any managed account managed by any of the Counterclaim Respondents, including without limitation any account owned or controlled by Highbridge Capital Management LLC (including its affiliates, subsidiaries, or successors).

22. All documents relating to the return of money from October 2006 to the present held in any managed account managed by any of the Counterclaim Respondents that was owned or controlled by Highbridge Capital Management LLC (including its affiliates, subsidiaries, or successors).

23. Documents sufficient to show the assets as of the Fall of 2006 held in any managed account managed by any of the Counterclaim Respondents that was owned or controlled by Highbridge Capital Management LLC (including its affiliates, subsidiaries, or successors).

24. Documents sufficient to show the assets held by the Fund in the Fall of 2006.

25. Documents sufficient to show the assets at the end of each calendar year from 2002 to the present held by the Fund and in any managed account managed by any of the Counterclaim Respondents that was owned or controlled by Highbridge Capital Management LLC (including its affiliates, subsidiaries, or successors).

26. All documents concerning payments from the Fund, any of the Zwirn Entities, or Zwirn to Glenn Dubin or any entity owned or controlled in part by Dubin, including without limitation Dubin & Sweica Capital Management, from 2006 to the present, including payments made in settlement of any disputes and any settlement agreements.

27. Documents sufficient to show any payments from the Fund, any of the Zwirn Entities, or Zwirn to Glenn Dubin or any entity owned or controlled in part by Dubin, including

without limitation Dubin & Sweica Capital Management, from 2002 to 2006.

28. All documents concerning any litigation between Zwirn and Glen Dubin or any entity owned or controlled by Zwirn or Dubin.

29. All documents concerning the adoption of a three-year lock-up period for limited partnership interests in the Fund purchased after January 1, 2005.

30. Documents concerning investors whose request to withdraw money from the Fund were made timely prior to the Fund suspending redemptions but have not been paid, including documents sufficient to identify when the request for withdrawal was made, when the investments at issue were originally made, and the identities of the investors.

31. All documents concerning the “accounting or financial irregularities” referred to in paragraph 6 of the Response and paragraph 47 of the Demand.

32. All documents concerning the independent review conducted by Gibson Dunn during 2006 and 2007.

33. All documents concerning the Report of the Independent Review as described in the March 26, 2007 report to investors in the Fund and/or any findings contained in that report.

34. All documents concerning any forensic accounting done in connection with or prompted by the discovery of the accounting irregularities referred to in paragraph 6 of the Response and paragraph 47 of the Demand and the issues described in the March 26, 2007 report to investors.

35. All documents concerning any review or investigation of the Fund’s operations, finances, or accounting prompted by or occurring after the departure of Perry Gruss from involvement with the Fund or any of the Zwirn Entities.

36. All witness statements taken in connection with any internal review or investigation of the Fund’s operations, finances, or accounting.

37. All documents concerning the termination of Perry Gruss.

38. All communications among Counterclaim Respondents and Gruss concerning Gruss's termination or the subsequent litigation filed by Gruss against Zwirn, including any pleadings or discovery instruments or documents exchange in discovery.

39. All documents concerning when Zwirn learned of the transactions that lead to the termination of Perry Gruss.

40. All documents concerning the investigation by the Fund's counsel concerning the transaction that lead to the termination of Perry Gruss.

41. All documents concerning any audit by the Securities & Exchange Commission of Highbridge Capital Management, including any audit relating to the supervision of Zwirn as a subadvisor of Highbridge Capital Management.

42. All documents concerning the investigation of the Fund conducted by the Securities and Exchange Commission arising out of in part the discovery of the accounting irregularities referred to in paragraph 6 of the Response and paragraph 47 of the Demand and the issues described in the March 26, 2007 report to investors, including without limitation any correspondence from the Securities and Exchange Commission.

43. All documents produced to the Securities and Exchange Commission in connection with the investigation arising out of in part the discovery of the accounting irregularities referred to in paragraph 6 of the Response and paragraph 47 of the Demand and the issues described in the March 26, 2007 report to investors.

44. All testimony given to the Securities and Exchange Commission concerning the operations of the Fund or any of the Zwirn Entities.

45. Copies of all subpoenas served of the Fund, any of the Zwirn Entities, or Zwirn by any governmental agency or entity.

46. All documents and testimony provided to any governmental agency or entity relating to allegations of mismanagement of the Fund or accounting irregularities.

47. All documents concerning complaints by limited partners in the Fund about the management of the Fund while under the management or control of any of the Zwirn Entities or Zwirn.

48. All documents concerning the advancement of money to the Fund from other entities under the management or control of any of the Zwirn Entities or Zwirn, including without limitation the Offshore Fund and managed accounts supervised by any of the Zwirn Entities.

49. All documents concerning notes or loans to document the advancement of money

to the Fund from other entities under the management or control of any of the Zwirn Entities or Zwirn, including without limitation the Offshore Fund and managed accounts supervised by any of the Zwirn Entities.

50. All documents concerning any fairness opinions obtained to support the notes or loans referenced request number 49.

51. All documents concerning the validity of the notes or loans referenced in request number 46.

52. All documents concerning the repayment by the Fund of any debts to other entities under the management or control of any of the Zwirn Entities or Zwirn, including without limitation the Offshore Fund or any managed accounts supervised by any of the Zwirn Entities .

53. All documents concerning the allocation of assets among the entities and accounts under the management or control of any of the Zwirn Entities or Zwirn, including without limitation the Fund, the Offshore Fund, and managed accounts under the supervision or management of any of the Zwirn Entities.

54. All documents concerning observance of any allocation policy covering the allocation of investment among the entities and accounts managed by any of the Zwirn Entities, including without limitation the Fund, the Offshore Fund, and managed accounts.

55. All documents concerning the Settlement Agreement entered into between the Fund, the Zwirn Entities, Zwirn, and Counterclaimants.

56. All documents relating to any due diligence done by Fortress Investment Group LLC (or its affiliates) in connection with taking over management of the Fund concerning pending redemption claims or exposure, including without limitation claims made by FTC or

Jeepers.

57. All documents concerning any evaluation by Fortress Investment Group LLC (or its affiliates) of the management of the Fund by any of the Zwirn Entities, including without limitation any documents reflecting concerns about mismanagement, accounting irregularities, allocation of investments among entities and accounts managed by any of the Zwirn Entities, or valuation of assets.

58. All documents relating to any claims made by Zwirn or any of the Zwirn Entities against the indemnity fund created as part of the change in management from the Zwirn Entities to Fortress Investment Group LLC (or its affiliates), including without limitation any claims made relating to claims asserted in this arbitration and documents sufficient to show the balance remaining in the indemnity fund.

59. Documents sufficient to show the current management and ownership structure of each of the Zwirn Entities, including without limitation documents showing the current owners, general partners, managers, members, officers, and directors of such entities.

60. Documents sufficient to show the current assets and liabilities of each of the Zwirn Entities and Zwirn.

61. Documents showing any transfer of money or assets from the Fund to investors or other third-parties since April 2009.

62. Documents sufficient to show each asset owned by the Fund along with the most recent market value as determined by the Fund.

63. Documents sufficient to show each liability owed by the Fund along with the outstanding balance of such liability.

64. Any insurance agreements concerning the claims in this arbitration, including any

policy that may be applicable to the claims asserted in this arbitration.

65. Any agreements among Counterclaim Respondents concerning the claims in this arbitration.

66. Any joint defense agreement, common interest agreement, or information sharing agreement among Counterclaim Respondents.

67. An inventory or index of documents belonging to the Fund or to the Zwirn Entities that relate to the Fund which are held by a third-party vendor.

68. All pleadings, arbitration filings, or settlements concerning claims made by other investors in the Fund since 2006.

69. Any agreements with Perry Gruss that were executed after September 2006.

70. Any documents concerning any expert witness that may testify in this matter.

71. Any witness statements relating to this arbitration.

72. Any documents that Counterclaim Respondents contend support the claims or defenses asserted in this arbitration.

73. Documents sufficient to show the ownership (including without limitation specific percentage owned) and management structure of each of the Zwirn Entities and the Fund from 2002 to the present, including documents that reflect any material changes and documents that show the identities of all owners, members, limited partners, general partners, managers, officers or directors of such entities.

74. Federal tax returns for Zwirn, the Zwirn Entities, and the Fund from 2002 the present.

75. All documents relating to the employment of Zwirn by Highbridge Capital Management.

76. All communications with J.P. Morgan Chase concerning management of the Fund or any managed account.

77. All communications between the Firm and any public relations firm.

Dated: New York, New York
August 17, 2010

Respectfully submitted,

SUSMAN GODFREY L.L.P.

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Attorneys for Respondent Counterclaimants
and Third-Party Claimants Financial Trust
Company, Inc. and Jeepers, Inc.

PROOF OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served by email and first class mail, this 17th day of August, on:

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