

## 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, D.B. Zwirn Special Opportunities Fund, Ltd. and its successor, D.B. Zwirn Asia/Pacific Special Opportunities Fund, L.P. and its successor, the D.B. Zwirn Special Opportunities Fund (TE), L.P. and its successor, and any other entity related to Daniel Zwirn's former hedge fund business which Fortress Investment Group LLC or its affiliates, own or manage or for which for which Fortress Investment Group LLC or its affiliates otherwise have management or supervisory authority or control ("Fund") (together, "the Parties").

WHEREAS, disputes have arisen between the Parties concerning, among other things, Epstein's investment in the Fund (including, without limitation, all of Epstein's capital contributions made therein), Epstein's capital account in connection therewith, and Epstein's withdrawal of the same; and

WHEREAS, the Parties desire to seek a resolution of these 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 disputes, the Fund agrees that all relevant periods of limitations, laches, waiver or estoppel pertaining to any demand, arbitration, complaint, claim, defense or cause of action, arising out of or relating to the aforementioned disputes between the Parties, shall be tolled and suspended from the effective date of this Tolling Agreement, \_\_\_\_\_, 2010 (the "Effective Date"), until this Tolling Agreement is terminated in accordance with the terms contained below.

2. The tolling and suspension of all such relevant periods of limitations, laches, waiver or estoppel as provided in paragraph 1 hereof shall remain in effect until 5:00PM New York Time on July 31, 2010; provided, however, that 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. The time period from the Effective Date through and including the earlier of July 31, 2010 or the fifteen days following notice of such earlier termination is hereinafter referred to as the "Tolling Period".

3. If any claim is made or suit or arbitration is instituted by Epstein with respect to the disputes addressed herein, then for the purpose of determining the availability of, or effect of, such a claim asserted by Epstein, or any defense thereto, including, without limitation, determining whether such a claim is barred by statute 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 or any other time period for the purposes of evaluating any claims of laches, waiver or estoppel.

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

7. All notices or other communications hereunder shall be given in person, by hand, by facsimile, by electronic mail, by overnight courier or mail, or by postpaid certified mail, return receipt requested, to the persons and at the addresses or facsimile numbers designated on the signature page below, or at such other addresses or facsimile numbers as any of 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, modified or waived 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. The Parties agree and understand that execution of this Tolling 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.

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.

**Jeepers Inc.**

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

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

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Jeffrey Epstein**

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

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

**Printed name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Financial Trust Company, Inc.**

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

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

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

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

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

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**D.B. Zwirn Special Opportunities Fund, Ltd.**

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

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

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**D.B. Zwirn Asia/Pacific Special Opportunities Fund, L.P.**

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

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

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Fortress Investment Group, LLC**

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

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

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**D.B. Zwirn Special Opportunities Fund (TE), L.P.**

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

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

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

[do we need a signature line to cover fortress controlled entities involved in the Zwirn hedge fund business as we indicate in the opening paragraph of this Agreement?]