

**JUDICIAL ARBITRATION AND MEDIATION SERVICE
NEW YORK, NEW YORK**

FORTRESS VRF I LLC and
FORTRESS VALUE RECOVERY FUND I LLC,
Claimants,

v.

JEEPERS, INC.

Respondents,

and

FINANCIAL TRUST COMPANY, INC., and
JEEPERS, INC.,

Counter-Claimants and
Third-Party Claimants,

v.

FORTRESS VALUE RECOVERY FUND I LLC,

Counter-Respondents,

and

D.B. ZWIRN PARTNERS, LLC,
D.B. ZWIRN & CO, L.P.,
DBZ GP, LLC, ZWIRN HOLDINGS, LLC,
and DANIEL ZWIRN,

Third-Party Respondents.

Ref. No.: 1425006537

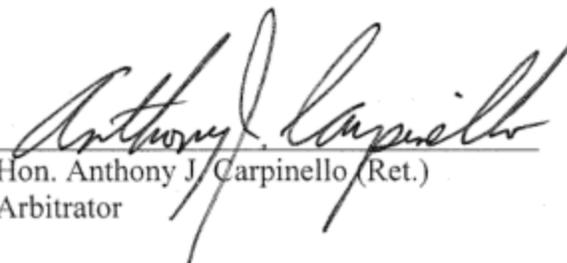
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To: Highbridge Capital Management
9 West 57th Street
New York, New York

NOTICE IS HEREBY GIVEN that pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Service and applicable state and federal laws, you are HEREBY COMMANDED TO APPEAR before the arbitrator on December 3, 2010 at 10:00 a.m. at the offices of the Judicial Arbitration and Mediation Service, at 620 Eighth

Avenue, 34th Floor, New York, New York and to BRING AND PRODUCE DOCUMENTS as described on Exhibit A hereto.

Dated: November 9, 2010


Hon. Anthony J. Carpinello (Ret.)
Arbitrator

Requested by:

William O'Brien, Esq.
Cooley LLP
1114 Avenue of the Americas
New York, New York 10036
(212) 479-6000


Counsel for Third-Party Respondents
D.B. Zwirn Partners, LLC,
D.B. Zwirn & Co., L.P.,
DBZ GP, LLC, and
Zwirn Holdings, LLC

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(212) 921-8399


Counsel for Third-Party Respondent
Daniel Zwirn

EXHIBIT A

2. For any responsive documents withheld from production, state the date, authors, recipients, type of document, subject matter, number of pages, and the basis of the claim of privilege asserted.

DEFINITIONS

1. "Third-Party Claimants" means Jeffrey Epstein, Financial Trust Company, Inc. and Jeepers, Inc. and includes all their directors, officers, employees, representatives, agents, parents, subsidiaries, predecessors, affiliates, divisions, and anyone else acting on their behalf.

2. "Zwirn Parties" means Daniel Zwirn, D.B. Zwirn Partners, LLC, D.B. Zwirn & Co, L.P., DBZ GP, LLC, and Zwirn Holdings, LLC, and includes all their members, employees, representatives, agents, predecessors, and anyone else acting on their behalf.

3. "Claimants" means Fortress VRF I LLC and Fortress Value Recovery Fund I LLC.

4. "Fund" means D.B. Zwirn Special Opportunities Fund, L.P. n/k/a Fortress Value Recovery Fund I LLC and f/k/a Highbridge/Zwirn Special Opportunities Fund, L.P. and includes its directors, officers, employees, representatives, agents, parents, subsidiaries, predecessors, affiliates, divisions, and anyone else acting on its behalf.

5. "Glenn Dubin" means Glenn Dubin and any representative, agent or anyone else acting on his behalf.

6. "Third-Party Claim" means Jeepers, Inc.'s Response and Financial Trust Company, Inc.'s and Jeepers, Inc.'s Statement of Counterclaim and Third-Party Claim in this arbitration, filed on May 21, 2010.

7. "Affidavit" means the affidavit Glenn Dubin swore to on February 3, 2010 that is Exhibit 1 to the Third-Party Claim and is annexed hereto.

8. "Settlement Agreement and Release" means the Settlement Agreement and Release reached in or about April, 2009 between D.B. Zwirn Special Opportunities Fund, L.P. and the Third Party Claimants.

9. "Document" means any document including but not limited to correspondence, internal or external memoranda, letters, drafts, non-identical copies, notes including handwritten notes, minutes of meetings, call logs, records of conversations or messages, whether in writing or upon any mechanical, electrical, or electronic recording device, e-mail and voicemail, SMS, or text messages, tape or electronic recordings, videotapes, diaries, sketches or designs, appointment or telephone records, newspaper or magazine articles, press releases, banking records and notices, and information of whatever kind stored on computers, including computer disks, hard drives, and other media. In all cases where originals or non-identical copies are not available, "documents" also means identical copies of original documents and copies of non-identical copies.

10. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

11. "Concerning" means relating to, referring to, describing, evidencing, or constituting.

12. "Person" means any natural person or any business, legal or governmental entity, or association. The term "person" includes both the singular and the plural.

13. Rules of construction: "All" and "each" shall be construed as all and each; "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request all requests that might otherwise be construed to be outside its scope; the use of the singular form of any word includes the plural and vice versa; "any" includes and

encompasses the words “each” and “all”; terms used in the present tense include terms in the past tense and terms in the past tense include terms in the present tense.

DOCUMENT REQUESTS

1. All documents concerning any communication between Glenn Dubin on the one hand, and any of the Zwirn Parties on the other, concerning any of the Third-Party Claimants.

2. All documents concerning any communication between Glenn Dubin on the one hand, and any of the Third-Party Claimants on the other, concerning any of the Zwirn Parties, the Claimants or the Fund.

3. All documents concerning any potential or actual investment in the Fund by any of the Third-Party Claimants.

4. All documents concerning the alleged conversations described in ¶¶ 6, 7 and 8 of the Affidavit.

5. All documents concerning the assignment of Financial Trust Company, Inc.’s limited partnership interests in the Fund to Jeepers, Inc.

6. All documents concerning any request by any of the Third-Party Claimants to withdraw any amounts from the Fund.

7. All documents concerning Jeffrey Epstein’s involvement in J.P. Morgan’s investment in Highbridge Capital Management, including but not limited to the introduction of Glenn Dubin to Jes Staley.

8. All documents concerning this arbitration.

9. All documents concerning the Settlement Agreement and Release.

10. All documents concerning the Affidavit, including but not limited to documents concerning the creation of the Affidavit.

AFFIDAVIT OF GLENN DUBIN

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Glenn Dubin, being duly sworn, deposes and says:

1. I am over twenty-one years of age and am competent to testify to the matters stated in this affidavit. I have personal knowledge of the facts and statements herein. Each of the facts and statements herein is true and correct.
 2. Starting in 2002, an entity that I both owned and controlled, currently known as Dubin & Swieca Asset Management, LLC ("DSAM"), owned interests in the general partner and in the investment manager of D.B. Zwirn Special Opportunities Fund, L.P. (the "Zwirn Fund"). The Zwirn Fund was named after Daniel Zwirn ("Zwirn"). While Zwirn was responsible for the day-to-day management and operations of the Zwirn Fund, after Zwirn spun off his business from DSAM (then known as Highbridge Capital Management, LLC), I helped introduce investors to Zwirn, invested my personal and family foundation assets with Zwirn, and my firm allocated assets of Highbridge Capital Corporation ("HCC") to an account managed by Zwirn's company which was also the investment manager of the Zwirn Fund.
 3. One of the early investors that I introduced to Zwirn was Jeffrey Epstein ("Epstein"). Epstein was both a personal friend of mine and a long-time investor in HCC. My understanding is that beginning in 2002 Epstein invested assets in the Zwirn Fund through an entity called Financial Trust Company, Inc.
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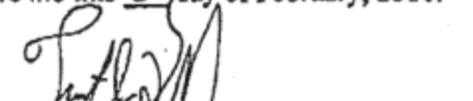
4. In the fall of 2006, Zwirn called me and told me that he was firing the Zwirn Fund's Chief Financial Officer. Zwirn told me that there had been various irregularities at the Zwirn Fund, including that investors' money was used to pay for an airplane that would be owned by Zwirn's company.
 5. During October 2006, Zwirn told me that he was making attempts to contact each investor in the Zwirn Fund, including Epstein, to explain the irregularities to them.
 6. After speaking with Zwirn, Epstein called me very upset. Epstein said that Zwirn had initially described the irregularities as "nonmaterial", but on a subsequent call, Zwirn's description of the issues made it clear to Epstein that the problems were in fact very material. Epstein told me that when he confronted Zwirn about the earlier description of the irregularities, Zwirn said that his counsel had told Zwirn to use the word "non-material". Epstein felt that Zwirn had lied to him. Epstein told me that he wanted to redeem Financial Trust Company, Inc.'s entire capital account in the Zwirn Fund immediately and that Epstein had made that demand to Zwirn.
 7. I subsequently spoke to Zwirn about Epstein's demand. Zwirn was concerned that a complete redemption could cause a "run-on-the-bank." Zwirn asked me to discuss with Epstein reducing his demand to one-half of Financial Trust Company, Inc.'s total capital account in the Zwirn Fund at the time, and I agreed I would discuss it with Epstein.
 8. Subsequently, I participated in a three-way call with both Zwirn and Epstein. During this call, Epstein demanded from Zwirn the withdrawal of all of Financial Trust
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Company, Inc.'s capital account in the Zwirn Fund. Epstein said he wanted to redeem all of Financial Trust Company, Inc.'s 140 plus million dollars in that capital account immediately. Zwirn responded that such a redemption could cause a "run-on-the-bank" and asked Epstein to reduce his redemption demand to half of that amount. Zwirn said that if Epstein made only a partial redemption request, Zwirn would honor the request quickly. During this discussion with Epstein, Epstein agreed to redeem slightly more than half of Financial Trust Company, Inc.'s total capital account and said that Financial Trust Company, Inc. would redeem 80 million dollars, and Zwirn agreed to honor that request. Zwirn did not dispute that Epstein had the right to the total redemption of Financial Trust Company, Inc.'s capital account in the Zwirn Fund. It is my understanding, based on subsequent conversations with Epstein, that after this conversation, Epstein made a written request for that partial redemption of Financial Trust Company, Inc.'s capital account in the Zwirn Fund and that Zwirn refused to honor this request.


Glenn Dubin

Sworn to before me this 3 day of February, 2010.




Notary Public

Timothy Donnelly
State of New York
County of New York
01006207223
My Commission Expires: 6/8/2013