

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) is made and entered into and shall become effective as of the 1st day of August, 2011 (the “Effective Date”) among: (i) Fortress VRF I LLC (“VRF I LLC”) and Fortress Value Recovery Fund I LLC (the “Fund”) (together, “Claimants”); (ii) Jeffrey Epstein, Jeepers, Inc. (“Jeepers”) and Financial Trust Company, Inc. (“FTC”) (collectively, the “Epstein Parties”); (iii) D.B. Zwirn Partners, LLC, D.B. Zwirn & Co., L.P., DBZ GP, LLC and Zwirn Holdings, LLC (collectively, the “Zwirn Entities”) and Daniel Zwirn (together with the Zwirn Entities, the “Zwirn Parties”); and (iv) Glenn Dubin (the parties identified in (i) – (iv) collectively, the “Parties,” and, individually, each a “Party”).

RECITALS

WHEREAS, FTC made the following investments in the Fund: a \$10,000,000 investment made on May 1, 2002; a \$10,000,000 investment made on September 1, 2002; a \$30,000,000 investment made on December 1, 2002; a \$10,000,000 investment made on June 1, 2003; and a \$20,000,000 investment made on January 1, 2005 (collectively, the “Investments”);

WHEREAS, effective as of January 1, 2006, FTC transferred to Jeepers all of FTC’s interests in the Investments and any gains, losses, rights and/or obligations associated with the Investments;

WHEREAS, FTC and Jeepers made certain demands for the withdrawal of money from the Fund in 2006, 2007 and 2008 (collectively, the “Withdrawal Requests”);

WHEREAS, the Zwirn Entities and the Fund denied that the 2006 and 2007 demands were proper requests for withdrawal, and the Epstein Parties disagreed with that position;

WHEREAS, withdrawals from the Fund were suspended, and, since February 2008, the Fund has been engaged in the process of winding up in accordance with Delaware law;

WHEREAS, in April 2009, Jeepers and the Fund entered into a settlement agreement (the “Initial Settlement Agreement”) for the purpose of resolving all disputes concerning the Withdrawal Requests but containing a provision that permitted Jeepers to terminate the Initial Settlement Agreement if it did not receive by a certain date the withdrawal of two of the Investments valued as of certain agreed withdrawal dates at approximately \$45 million (the “Initial Settlement Withdrawal”) ~~by a certain date~~;

WHEREAS, the Fund subsequently was converted from a limited partnership to a limited liability company, D.B. Zwirn & Co., L.P., one of the Zwirn Entities, resigned as manager of the Fund, and VRF I LLC became the Fund’s managing member;

WHEREAS, Jeepers did not receive the Initial Settlement Withdrawal by the date designated in the Initial Settlement Agreement, elected to terminate the Initial Settlement Agreement on January 5, 2010, and subsequently made demands upon the Fund;

WHEREAS, thereafter, Claimants filed a Demand for Arbitration dated May 5, 2010, to which FTC and Jeepers filed a Response and Statement of Counterclaim and Third-Party Claim dated May 21, 2010, to which the Zwirn Parties and Claimants each filed a separate Response dated June 25, 2010 in an arbitration proceeding before the Hon. Anthony J. Carpinello (Ret.) at the New York, New York office of JAMS, reference number 1425006537 (the "Arbitration");

WHEREAS, the Parties subsequently agreed to the terms of a settlement, which were incorporated into the record of the Arbitration on July 25, 2011, including the dismissal with prejudice of all claims, counter-claims and third party claims in the Arbitration, which settlement contemplated the execution of more formal settlement documents;

WHEREAS, the Parties are now entering into this Settlement Agreement to set forth more fully and completely the terms of their settlement; and

NOW, THEREFORE, in consideration of the premises set forth above, and the promises, covenants, warranties and representations set forth below, and intending to be legally bound, the Parties hereby agree as follows:

I. DISMISSAL WITH PREJUDICE

The Parties hereby agree to the dismissal with prejudice of the Arbitration, and all claims, counterclaims and third-party claims contained in it. The Parties agree to notify JAMS of the dismissal with prejudice of the Arbitration and submit any further materials that JAMS may request to effectuate the dismissal with prejudice.

II. FINANCIAL ARRANGEMENTS

A. Jeepers's Interests in the Fund

1. The Fund hereby agrees, and the Fund's manager hereby acknowledges, that a withdrawal amount is payable by the Fund to Jeepers totaling \$70 million without interest (the "Epstein Withdrawal Amount"), which shall be paid proportionally with the same priority and on the same terms as the Fund makes withdrawal payments to the Fund's investors (the "Redeemers") who withdrew all, or any portion, of their interests in the Fund as of December 31, 2007 but have yet to be paid with respect to those withdrawals (the "Priority Claims").

2. The Epstein Withdrawal Amount shall be paid by the Fund pro rata with the payments made to the Redeemers with respect to their Priority Claims (based on the ratio of the Epstein Withdrawal Amount to the aggregate amount payable to both Jeepers with respect to the Epstein Withdrawal Amount and the Redeemers with respect to the Redeemers' Priority Claims). Except as set forth in the prior sentence, neither the Fund nor any other Party makes any representation as to the timing of the payment of the Epstein Withdrawal Amount.

3. For the avoidance of doubt, no interest has accumulated, will accumulate or will be paid with respect to the \$70 million Epstein Withdrawal Amount.

B. Glenn █████ Interests in the Fund

1. The Parties acknowledge and agree that, provided that Jeepers and Mr. Dubin execute an Assignment of Economic Interest Agreement substantially in the form attached as Exhibit A to this Settlement Agreement, Glenn Dubin shall, with the Fund's consent, transfer to Jeepers the right to any and all distributions with respect to the interest in the Fund held by Glenn Dubin and acquired on February 1, 2005 in the name of Glenn Dubin in the subscription amount of \$10,000,000, without interest (the "Dubin Interest"). Jeepers will not be readmitted as a member of the Fund by virtue of this transfer; provided, however, that the **Fund acknowledges**Parties acknowledge that Jeepers will be treated as a partner of the Fund solely for U.S. federal, state, and local income tax purposes with respect to the Dubin Interest. Liquidation payments in respect of the Dubin Interest (the "Dubin Interest Payments") will be paid out proportionally with the same priority and on the same terms as the Fund makes liquidation payments to the Fund's investors (the "Non-Redeemers") who did not withdraw all, or any portions of their interests in the Fund as of December 31, 2007 (the "Non-Priority Claims"). For the avoidance of doubt, the Parties acknowledge that the Fund's treatment of Jeepers as a partner solely for federal, state, and local income tax purposes as of the Effective Date includes such treatment for the purposes of (a) tax information reporting obligations under the relevant tax statutes and regulations, and (b) any applicable income tax withholding.

2. The Dubin Interest Payments shall be paid pro rata with the Payments made to the Non-Redeemers with respect to their Non-Priority Claims (based on the ratio of the Dubin Interest to the aggregate amount payable to both Mr. Dubin with respect to the Dubin Interest and the Non-Redeemers with respect to the Non-Redeemers' Non-Priority Claims). Except as set forth in the prior sentence, neither the Fund nor any other Party makes any representation as to the timing or amount of the Dubin Interest Payments.

3. No interest has accumulated, will accumulate or will be paid with respect to the Dubin Interest Payments.

C. Waiver of All Other Interests or Claims

1. The Epstein Parties acknowledge that they are no longer partners or members of the Fund. The Epstein Parties also acknowledge that, except as provided for in this Part II of the Settlement Agreement, they have no right to further payment of any amounts from the Fund or any of its affiliates, nor any other interest of any type in the Fund, and they hereby waive, to the fullest extent possible, any and all other such rights and interests.

III. RELEASES

For and in consideration of the promises and payments described in this Settlement Agreement:

A. By Claimants

Except as provided in Paragraph E of this Part III of the Settlement Agreement, Claimants, on behalf of themselves and, to the fullest extent permitted by law, each of their past, present and future parents, subsidiaries and affiliates, each of the predecessors, successors and

assigns of those entities, and each of the above entities' past, present and future agents, employees, officers, directors, partners, members, managers, trustees, administrators, supervisors, liquidators, shareholders, representatives, attorneys, auditors, accountants and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of the foregoing (collectively, the "Claimants Releasers," except that, for purposes of the releases contained in this Section III of the Settlement Agreement, the Epstein Parties, the Zwirn Parties, and Glenn Dubin, and any individuals or entities currently under any of their direct or indirect control, shall not be considered ~~predecessors, members or affiliates of the~~ Claimants Releasers) hereby forever, irrevocably and unconditionally release and discharge:

(1) the Epstein Parties and each of their past, present and future parents, subsidiaries and other affiliates, each of the predecessors, successors, heirs and assigns of each of those entities or individuals, and each of the above entities' and individuals' past, present and future agents, employees, officers, directors, partners, members, managers, trustees, administrators, supervisors, liquidators, shareholders, representatives, attorneys, auditors, accountants, heirs and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of the foregoing (collectively, the "Epstein Released Parties") from, and covenant not to sue any of the Epstein Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Claimants Releasers had, now has or will ever have against any of the Epstein Released Parties, which constitute, concern or otherwise relate to:

- (a) any matter or thing from the beginning of time to the date of this Settlement Agreement;
- (b) any matter or thing asserted or at issue in or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys' fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds; ~~and/or~~
- (c) any fund or account the Zwirn Parties now manage or formerly managed, and any fund or account now or

formerly managed by Claimant Fortress VRF I LLC or its affiliates; and

(2) the Zwirn Parties and each of their past, present and future parents, subsidiaries and other affiliates, each of the predecessors, successors, heirs and assigns of each of those entities or individuals, and each of the above entities' or individuals' past, present and future agents, employees, officers, directors, partners, members, managers, trustees, administrators, supervisors, liquidators, shareholders, representatives, attorneys, auditors, accountants, heirs and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of the foregoing (collectively, the "Zwirn Released Parties") from, and covenant not to sue any of the Zwirn Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Claimants Releasers had, now has or will ever have against any of the Zwirn Released Parties, which constitute, concern or otherwise relate to any matter or thing asserted or at issue in, or otherwise relating to, the Arbitration, including but not limited to:

- (a) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
- (b) all claims relating to the matters at issue in the Arbitration; and
- (c) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys' fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds.

B. By the Epstein Released Parties

Except as provided in Paragraph E of this Part III of the Settlement Agreement, the Epstein Parties, on behalf of themselves and, to the fullest extent permitted by law, each of the Epstein Released Parties, hereby forever, irrevocably and unconditionally release and discharge:

(1) Claimants and each of their past, present and future parents, subsidiaries and affiliates, and any funds or accounts Claimants or their affiliates now manage or formerly managed, each of the predecessors, successors and assigns of those entities, and each of the above entities' past, present and future agents, employees, officers, directors, partners, members, managers, trustees, administrators, supervisors, liquidators, shareholders, representatives, attorneys, auditors, accountants and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of the foregoing (collectively, the

“Claimants Released Parties,” except that, for the sake of clarity, the Epstein Parties, the Zwirn Parties and Glenn Dubin, and any individuals or entities under any of their direct or indirect control whose releases by the Epstein Parties shall be subject to the terms of Sections III.B.2 and 3 below, shall not be considered Claimants Released Parties) from, and covenant not to sue any of the Claimants Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Epstein Released Parties had, now has or will ever have against any of the Claimants Released Parties, which constitute, concern or otherwise relate to:

- (a) any matter or thing from the beginning of time to the date of this Settlement Agreement;
- (b) any matter or thing asserted or at issue in or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys’ fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds;
- (c) any fund or account the Zwirn Parties now manage or formerly managed, and any fund or account now or formerly managed by Claimant Fortress VRF I LLC or its affiliates; ~~and~~or
- (d) any Additional Agreement, as defined in Section VI.C.2 below; and

(2) the Zwirn Released Parties from, and covenant not to sue any of the Zwirn Released Parties (except that for the sake of clarity, the Epstein Parties, and any individuals or entities under any of their direct or indirect control, shall not be considered Zwirn Release Parties; nor shall Glenn Dubin, Dubin & Swieca Asset Management, LLC, Highbridge Capital Management, LLC, Highbridge Capital Corporation, JPMorgan Chase & Co. and JPMorgan Asset Management Holdings Inc., and any individuals or entities under any of their direct or indirect control, whose releases by the Epstein Parties shall be subject to the terms of Section III.B(3) below, be considered Zwirn Released Parties) for or with respect

to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Epstein Released Parties had, now has or will ever have against any of the Zwirn Released Parties, which constitute, concern or otherwise relate to:

- (a) any matter or thing from the beginning of time to the date of this Settlement Agreement;
- (b) any matter or thing asserted or at issue in or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys' fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds; ~~and/or~~
- (c) any fund or account the Zwirn Parties now manage or formerly managed, and any fund or account now or formerly managed by Claimant Fortress VRF I LLC or its affiliates; and

(3) Glenn Dubin, Dubin & Swieca Asset Management, LLC, Highbridge Capital Management, LLC, Highbridge Capital Corporation, JPMorgan Chase & Co. and JPMorgan Asset Management Holdings Inc., and each of their past, present and future parents, subsidiaries and other affiliates, each of the predecessors, successors, heirs and assigns of each of those entities or individuals, and each of the above entities' or individuals' past, present and future agents, employees, officers, directors, partners, members, managers, trustees, administrators, supervisors, liquidators, shareholders, representatives, attorneys, auditors, accountants, heirs and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of the foregoing (the "Dubin Released Parties," except that, for the sake of clarity, the ZwirnEpstein Parties, and any individuals or entities ~~that are directly or indirectly controlled by one or more of~~ under any of their direct or indirect control, shall not be considered Dubin Released Parties; nor shall the Zwirn Parties, ~~shall not~~ and any individuals or entities under any of their direct or indirect control, whose releases by the Epstein Parties shall be subject to the terms of Sections III.B.(2) respectively, above, be considered Dubin Released Parties) from, and covenant not to sue any

of the Dubin Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Epstein Released Parties had, now has or will ever have against the Dubin Released Parties, which constitute, concern or otherwise relate to:

- (a) any matter or thing from the beginning of time to the date of this Settlement Agreement ~~relating to any of the Investments or the Fund;~~ but excluding any claim or cause of action against any of the Dubin Released Parties where any of the Epstein Parties do not have actual or constructive knowledge of facts giving rise to such claim or cause of action and where such claim or cause of action is in connection with any investment, interest, unit, or thing of value which, as of the Effective Date, (i) is owned or held by or on behalf of any of the Epstein Parties in any of the Dubin Released Parties, or (ii) is or was held or custodied in any account maintained by or on behalf of any of the Epstein Parties with any of the Dubin Released Parties. “Constructive knowledge” for this purpose is defined as knowledge that any of the Epstein Parties using reasonable care and diligence should have based on information contained in materials that are or were in the possession of any of the Epstein Parties;
- (b) any matter or thing asserted or at issue in or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys’ fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds; ~~and/or~~
- (c) any fund or account the Zwirn Parties now manage or formerly managed, and any fund or account now or formerly managed by Claimant Fortress VRF I LLC or its affiliates.

C. *By the Zwirn Parties*

Except as provided in Paragraph E of this Part III of the Settlement Agreement, the Zwirn Parties, on behalf of themselves and, to the fullest extent permitted by law, each of their past, present and future parents, subsidiaries and affiliates, each of the predecessors, successors and assigns of those entities, and each of the above entities' past, present and future agents, employees, officers, directors, partners, members, managers, trustees, administrators, supervisors, liquidators, shareholders, representatives, attorneys, auditors, accountants and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of the foregoing (collectively, the "Zwirn Releasors"), hereby forever, irrevocably and unconditionally release and discharge:

(1) except with respect to any indemnification obligations Claimants may have to the Zwirn Releasors for reasonable attorneys' fees and costs incurred in connection with the Arbitration, the Claimants Released Parties from, and covenant not to sue any of the Claimants Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Zwirn Releasors ever had, now have, or ever may have against any of the Claimants Released Parties, which constitute, concern or otherwise relate to:

- (a) any matter or thing asserted or at issue in, or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys' fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds, except, for the sake of clarity, with respect to any indemnification obligations Claimants may have to the Zwirn Releasors for reasonable attorneys' fees and costs incurred in connection with the Arbitration; ~~and~~or
- (b) any Additional Agreement, as defined in Section VI.C.2 below.

D. *By the Dubin Released Parties*

Except as provided in Paragraph E of this Part III of the Settlement Agreement, the Dubin Released Parties, on behalf of themselves and to the fullest extent permitted by law, hereby forever, irrevocably and unconditionally release and discharge:

(1) the Claimants Released Parties from, and covenant not to sue any of the Claimants Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which the Dubin Released Parties ever had, now have, or ever may have against any of the Claimants Released Parties, which constitute, concern or otherwise relate to:

- (a) any of the Dubin Released Parties' interests in the Fund;
- (b) any matter or thing asserted or at issue in, or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims seeking the recovery of attorneys' fees, costs and other litigation expenses or seeking sanctions of any kind and on whatever grounds;
- (c) any fund or account the Zwirn Parties now manage or formerly managed, and any fund or account now or formerly managed by Claimant Fortress VRF I LLC or its affiliates; ~~and~~or
- (d) any Additional Agreement, as defined in Section VI.C.2 below; and

(2) the Zwirn Released Parties from, and covenant not to sue any of the Zwirn Released Parties for or with respect to, any and all claims, causes of action, and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which the Dubin Released Parties ever had, now have, or ever may have against any of the Zwirn Released Parties which constitute, concern or otherwise relate to:

- (a) any of the Dubin Released Parties' interests in the Fund;

- (b) any matter or thing asserted or at issue in, or otherwise relating to, the Arbitration, including but not limited to:
 - (i) all claims, counterclaims and cross-claims that were asserted, or that could have been asserted, in the Arbitration;
 - (ii) all claims relating to the matters at issue in the Arbitration; and
 - (iii) all claims relating to the litigation of the Arbitration, including but not limited to all such claims (i) seeking the recovery of attorneys' fees, costs and other litigation expenses or (ii) seeking sanctions of any kind and on whatever grounds;
and/or
- (c) any fund or account the Zwirn Parties now manage or formerly managed, and any fund or account now or formerly managed by Claimant Fortress VRF I LLC or its affiliates.

E. Carve-Out From All Releases

Notwithstanding any other provisions of this Part III, none of the Parties is agreeing in this Settlement Agreement to release any claims with respect to any breach of any obligation owed to it under this Settlement Agreement. Further, the Parties to any Additional Agreement (as such term is defined in Section VI.C.2 of this Settlement Agreement) agree that, notwithstanding any other provisions of this Part III, none of such Parties is agreeing in this Settlement Agreement to release any claims with respect to any breach of any obligation owed to it under any Additional Agreement.

IV. CONFIDENTIALITY

A. Generally

Except as described below or as required by law, the Parties agree that the Parties shall keep confidential the terms of this Settlement Agreement. The Parties shall take all reasonable measures to maintain the confidentiality of this Settlement Agreement and the terms hereof, and shall not disclose this Settlement Agreement or the terms hereof to any individual or entity other than their attorneys, accountants, tax accountants and/or tax return preparers, provided that such individuals and/or entities expressly agree to be bound by the terms of the confidentiality covenants in this Settlement Agreement. If a Party is served with a subpoena or other notice compelling the production of this Settlement Agreement, or disclosure of any of the terms of this Settlement Agreement, that Party shall notify the other Parties, in writing, of the subpoena or other notice in a timely manner so as to permit any notified Party to seek a protective order if it so desires, and will cooperate with any such effort.

B. Claimants' Disclosure to Affiliates and Investors

Notwithstanding the provisions of Paragraph IV.A above, Claimants are permitted to disclose information about this Settlement Agreement to their affiliates, investors, accountants, auditors, to any regulator or self-regulatory association that requests such information, and to the members, former members, former partners and creditors of the Fund, including, without limitation, in Claimants' audited financial statements.

V. DISPUTE RESOLUTION

A. Arbitration

1. In the event that any dispute arises with respect to the interpretation or performance of this Settlement Agreement (a "Settlement Agreement Dispute"), the Parties agree to resolve such Dispute through binding arbitration before Judge Carpinello, to be administered by the JAMS office in New York, New York pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. The prevailing party in any such arbitration shall be entitled to its reasonable attorneys' fees and costs. The arbitration hearings shall be conducted in New York, New York, and any judgment rendered by Judge Carpinello shall be final and may be entered in any court of competent jurisdiction.

2. If Judge Carpinello is for any reason unavailable, the Parties agree to submit any Settlement Agreement Dispute to the State or Federal Courts located in New York County, New York, but agree to WAIVE ANY RIGHT TO JURY TRIAL.

VI. GENERAL PROVISIONS

A. Notices

1. All notices to Claimants with respect to this Settlement Agreement shall be sent to Claimants at and in care of:

Fortress VRF I LLC
Attention: Rick Noble
1345 Avenue of the Americas, 46th Floor
New York, NY 10105

– and –

Allan J. Arffa
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

2. All notices to the Epstein Parties with respect to this Settlement Agreement shall be sent to the Epstein Parties at and in care of:

Darren K. Indyke
Darren K. Indyke PLLC
301 East 66th Street, 10B
New York, NY 10065

– and –

Harry P. Susman
Susman Godfrey LLP
Suite 5100
1000 Louisiana
Houston, TX 77002-5096

3. All notices to the Zwirn Entities with respect to this Settlement Agreement shall be sent to the Zwirn Entities at and in care of:

William O'Brien
Cooley LLP
The Grace Building
1114 Avenue of the Americas
New York, NY 10036-7798

4. All notices to Daniel Zwirn with respect to this Settlement Agreement shall be sent to Daniel Zwirn at and in care of:

John S. Siffert
Lankler Siffert & Wohl LLP
500 Fifth Ave, 33rd Floor
New York, NY 10110

5. All notices to Glenn Dubin with respect to this Settlement Agreement shall be sent to Glenn Dubin at and in care of:

James H.R. Windels
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

6. Notice under Paragraph VI.A of this Settlement Agreement shall be sufficient if sent by any nationally recognized overnight courier service, by first class mail, or by certified mail with return receipt requested.

B. Applicable Law

This Settlement Agreement and the obligations of the Parties pursuant to it shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

C. Integration

1. Except as provided for in the following paragraph, this Settlement Agreement is intended by the Parties as a final and complete expression of their agreement and understanding with respect to the subject matter hereof. All prior discussion and negotiations between the Parties concerning the subject matter of this Settlement Agreement (including but not limited to the agreement placed into the record at the Arbitration) have been merged and integrated into, and are superseded by this Settlement Agreement.

2. Notwithstanding anything to the contrary contained in the previous Section VI.C.1 of this Settlement Agreement, all Parties acknowledge that additional agreements may be executed by or among certain of the Epstein Parties, the Zwirn Parties and/or Glenn Dubin (each an "Additional Agreement"). All Parties agree that any issues arising with respect to any Additional Agreement, including but not limited to any breach or alleged breach of any Additional Agreement, shall not affect the validity or enforceability of this Settlement Agreement. In the event of any inconsistency or conflict between the terms of any such Additional Agreement and this Settlement Agreement, the terms of this Settlement Agreement shall prevail.

3. The Zwirn Parties and Glenn Dubin acknowledge and agree that, notwithstanding anything to the contrary contained in this Settlement Agreement, Claimants shall not be liable, under any indemnification agreement or otherwise, for any costs, expenses or other losses the Zwirn Parties or the Dubin Released Parties may incur in connection with any Additional Agreement.

4. The terms of this Settlement Agreement may not be changed, modified, altered or supplemented except by an agreement in writing signed by the Party against whom enforcement of the change is sought.

D. Acknowledgements

1. Each Party acknowledges and agrees that it has reviewed this Settlement Agreement and its provisions with counsel of its choice and that it is entering into this Settlement Agreement on the basis of its independent evaluation of the risks and benefits of doing so.

2. Each Party understands and expressly agrees that it has freely and voluntarily entered into this Settlement Agreement.

3. Each Party acknowledges and agrees that no promise, inducement or agreement that is not expressly set forth in this Settlement Agreement has been made in connection with this Settlement Agreement. Each Party understands and expressly agrees that no oral or written representations, inducements or promises of any kind, other than specifically set forth in this Settlement Agreement, have been made to induce them to enter into this Settlement Agreement.

E. Authority

Each Party represents and warrants that it has all requisite power and authority to enter into this Settlement Agreement and to implement the undertakings contemplated by this Settlement Agreement. Each person signing this Settlement Agreement as, or on behalf of, a Party represents and warrants that he or she has all requisite power and authority to bind that Party and to execute this Settlement Agreement and to implement the undertakings contemplated in this Settlement Agreement, and is duly authorized to execute all necessary documents on behalf of that Party. Each Party to this Settlement Agreement acknowledges and agrees that the individual executing this Settlement Agreement on its behalf is duly authorized to so bind such Party.

F. No Assignment

Each Party expressly represents and warrants that it has not assigned or transferred to any individual, firm, corporation, partnership, association, or other entity whatsoever any or all of the rights, duties, claims or obligations embodied or released in this Settlement Agreement. In addition, each Party acknowledges and agrees that none of the Parties may assign any of its rights or obligations under this Settlement Agreement to any third party without the prior express written consent of the other Parties. Each Party, however, acknowledges that every Party's rights or obligations under this Settlement Agreement shall, without the prior express written consent of the other Parties, bind and inure to the benefit of their respective successors.

G. Additional Documents

The Parties agree to execute such additional documents as may be necessary to effectuate the intentions and purposes of this Settlement Agreement. Glenn Dubin and the Epstein Parties also agree to provide such additional documents to Claimants that may be necessary to comply with applicable legal or regulatory requirements, including without limitation, any anti-money-laundering-related items and any tax-related items.

H. Miscellaneous

1. The Parties agree that this Settlement Agreement may be executed in counterparts, subject to the exchange of signature pages. The Parties expressly agree that this Settlement Agreement shall not be enforceable until fully executed by all Parties.

2. This Settlement Agreement confers no rights upon any individual or entity that is not a signatory hereto, except as to any releasees referred to in the releases contained in Section III of this Settlement Agreement. In addition, the Parties acknowledge and agree that Claimants are third-party beneficiaries of the releases described in Sections III.B.2, III.B.3 and [REDACTED].2.

3. This Settlement Agreement is a product of negotiations between the Parties, with the advice of counsel, and therefore this Settlement Agreement shall not be construed for or against any of the Parties on the basis of the extent to which that Party participated in drafting it.

I. No Admission of Liability

The Parties acknowledge that this Settlement Agreement is a good faith resolution of disputed issues of law and fact. By entering into this Settlement Agreement, no Party admits any liability to any other Party or any fact other than as set forth in this Settlement Agreement.

J. Effective Date

This Settlement Agreement takes force and effect as of the Effective Date described above.

IN WITNESS WHEREOF, the Parties have entered into this Settlement Agreement as of the Effective Date.

DATED: _____, 2011

FORTRESS VRF I LLC

By: _____

DATED: _____, 2011

FORTRESS VALUE RECOVERY FUND I
LLC

By: Fortress VRF I LLC, its Managing
Member

By: _____

DATED: _____, 2011

JEEPERS, INC.

By: _____

DATED: _____, 2011

FINANCIAL TRUST COMPANY, INC.

By: _____

DATED: _____, 2011

JEFFREY EPSTEIN

DATED: _____, 2011

DANIEL B. ZWIRN

DATED: _____, 2011

D.B. ZWIRN PARTNERS, LLC.

By: _____

DATED: _____, 2011

D.B. ZWIRN & CO., L.P.

By: _____

DATED: _____, 2011

DBZ GP, LLC

By: _____

DATED: _____, 2011

ZWIRN HOLDINGS, LLC

By: _____

DATED: _____, 2011

GLENN DUBIN

Summary Report:	
Litera Change-Pro ML WIX 6.5.0.346 Document Comparison done on 9/28/2011 11:09:01 AM	
Style Name: Default Style	
Original Filename:	
Original DMS: iw://US/US1/7054981/18	
Modified Filename:	
Modified DMS: iw://US/US1/7054981/19	
Changes:	
<u>Add</u>	30
Delete	15
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	45