

CONSENT AND RELEASE AGREEMENT

CONSENT AND RELEASE AGREEMENT (this "*Agreement*"), dated as of _____, ~~2011, 2014,~~ by and among CORBIN CAPITAL PARTNERS, L.P., a Delaware limited partnership ("*CCP LP*"), CORBIN CAPITAL PARTNERS MANAGEMENT, LLC, a Delaware limited liability company ("*CCPM LLC*" and, together with CCP LP, the "*Corbin Entities*"), CORBIN CAPITAL PARTNERS GROUP, LLC, a Delaware limited liability company ("*General Partner*"), CORBIN CAPITAL PARTNERS ASSET MANAGEMENT, LLC, a Delaware limited liability company, and the sole managing member of CCPM LLC (the "*Managing Member*"), ~~and DANIEL B. ZWIRN, an individual having an office at 595 Madison Ave., 33rd Floor, New York, NY 10022 ("*Zwirn*").~~ DANIEL B. ZWIRN, a natural person ("*Zwirn*"), JEEPERS, INC., a United States Virgin Islands corporation ("*Jeepers*"), and JEFFREY EPSTEIN, a natural person ("*Epstein*").

RECITALS:

A. Zwirn is a limited partner in CCP LP. The General Partner is the sole general partner of CCP LP. Zwirn is a party to that certain Second Amended and Restated Limited Partnership Agreement, dated as of May 1, 2007 (the "*May 2007 CCP LPA*"). The May 2007 CCP LPA provides that (i) it may be amended at any time by a Majority of Partners (as defined therein), which majority must include the General Partner and (ii) each partner must approve any amendment that would adversely affect such partner in any material respect.

B. CCP LP has advised Zwirn that CCP LP is ~~now~~ governed by that certain ~~Third~~Fourth Amended and Restated Limited Partnership Agreement, dated as of January 1, ~~2010~~2012 (as the same may from time to time be amended, or amended and restated, and in effect, the "*January 2010**2012 CCP LPA*"). Zwirn did not approve or consent to the January ~~2010 CCP LPA.~~ ~~The May 2007 CCP LPA, as the same may have been amended or amended and restated through the date hereof, is hereinafter referred to as the "*CCP LPA*"~~2012 CCP LPA. Zwirn also ~~did not approve or consent to the Third Amended and Restated Limited Partnership Agreement of CCP dated as of January 1, 2010, which contains the same amendment provisions as the May 2007 CCP LPA described above.~~

C. Zwirn is a non-managing member in CCPM LLC. ~~The Managing Member is the sole managing member of CCPM LLC. CCPM LLC is governed by~~Zwirn is a party to that certain Second Amended and Restated Limited Liability Company Agreement, dated as of May 1, 2007 (the "*May 2007 CCPM LLCA*"). The May 2007 CCPM LLCA provides that (i) it may be amended at any time by a Majority of Members (as defined therein), which majority must include the Managing Member and (ii) each member must approve any amendment that would adversely affect such member in any material respect.

D. CCPM LLC has advised Zwirn that CCPM LLC is governed by that certain Fourth Amended and Restated Limited Liability Company Agreement, dated as of January 1, 2012 (as the

same may from time to time be amended, or amended and restated, and in effect, the "~~CCPM LLC Agreement~~)January 2012 CCPM LLCA". Zwirn did not approve or consent to the January 2012 CCPM LLCA. Zwirn also did not approve or consent to the Third Amended and Restated Limited Liability Company Agreement of CCPM LLC dated as of January 1, 2010, which contains the same amendment provisions as the May 2007 CCPM LLCA described above.

~~D~~E. Zwirn's total interest as a limited partner in CCP LP consists of both an interest as a Foundation Partner (as defined in the CCP LPA) (the "**Foundation LP Interest**") and an interest as a Purchase Partner (as defined in the CCP LPA) (the "**Purchase LP Interest**"; and Zwirn's Foundation LP Interest and Purchase LP Interest collectively, the "**CCP LP Interest**").

~~E~~F. Zwirn's total interest as a non-managing member in CCPM LLC consists of both an interest as a Foundation Member (as defined in the CCPM ~~LLC Agreement~~LLCA) (the "**Foundation LLC Interest**") and an interest as a Purchase Member (as defined in the CCPM ~~LLC Agreement~~LLCA) (the "**Purchase LLC Interest**"; and Zwirn's Foundation LLC Interest and Purchase LLC Interest collectively, the "**CCPM LLC Interest**"). Zwirn's CCP LP Interest and CCPM LLC Interest are referred to collectively as the "**Zwirn Corbin Interests**").

~~F~~—~~The~~G. Assuming that the purchase and sale contemplated by the Interest Purchase Agreement is consummated (whether pursuant to Section 6, 8.5(a) or 8.5(b) thereof), the Foundation LP Interest represents, among other things, a ~~1.5% Incentive Percentage, a 1.5% Management~~2.16% Revenue Percentage and 1.5% Sale Percentage (each as defined in the CCP LPA). ~~The~~Assuming that the purchase and sale contemplated by the Interest Purchase Agreement is consummated (whether pursuant to Section 6, 8.5(a) or 8.5(b) thereof), the Purchase LP Interest represents, among other things, a ~~3% Incentive Percentage, a 3% Management~~4.32% Revenue Percentage and a 3% Sale Percentage (each as defined in the CCP LPA).

~~G~~—~~The~~H. Assuming that the purchase and sale contemplated by the Interest Purchase Agreement is consummated (whether pursuant to Section 6, 8.5(a) or 8.5(b) thereof), the Foundation LLC Interest represents, among other things, a ~~1.5% Incentive Percentage, a 1.5% Management~~2.16% Revenue Percentage and 1.5% Sale Percentage (each as defined in the CCPM LLC Agreement). ~~The~~Assuming that the purchase and sale contemplated by the Interest Purchase Agreement is consummated (whether pursuant to Section 6, 8.5(a) or 8.5(b) thereof), the Purchase LLC Interest represents, among other things, a ~~3% Incentive Percentage, a 3% Management~~4.32% Revenue Percentage and 3% Sale Percentage (each as defined in the CCPM LLC Agreement).

~~H~~I. Zwirn, the Corbin Entities, the General Partner and the Managing Member have been involved in certain disputes relating to Zwirn's rights as a limited partner of CCP LP and as a non-managing member of CCPM LLC.

~~I~~J. ~~On July 25, 2011, Zwirn and Jeffrey Epstein ("**Epstein**"), entered into an agreement read into the record at an arbitration proceeding at the New York offices of JAMS before the Honorable Anthony J. Carpinello (the "**July 25 Sale Agreement**") that Zwirn would sell the Zwirn Corbin Interests to Epstein, and Epstein would purchase the Zwirn Corbin Interests from Zwirn, subject to the receipt of the required approvals for the sale of the Zwirn Corbin Interests. J. In the course of seeking the required consents to the sale of the Zwirn Corbin Interests by Zwirn to~~

~~Epstein, the Corbin Entities expressed their desire to have Tracy McHale Stuart (“Purchaser”), the Chief Executive Officer of CCP LP and CCPM LLC, purchase the Zwirn Corbin Interests and withheld its consent to the sale of the Zwirn Corbin Interests to Epstein. K. On or following the date hereof, Zwirn and Purchaser anticipate entering into an~~Zwirn and certain existing limited partners of CCP LP and existing non-managing members of CCPM LLC have entered into a certain interest purchase agreement, dated _____, 2013 (the “Interest Purchase Agreement”) pursuant to which ~~(1) Zwirn will agree to,~~ and upon Closing of the transactions contemplated thereby (whether pursuant to Section 6, 8.5(a) or 8.5(b) thereof), (1) Zwirn shall (x) Transfer (as defined in the CCP LPA) his entire CCP LP Interest, including both his Foundation LP Interest and his Purchase LP Interest, to Purchaserthe Purchasers and (y) Transfer (as defined in the CCPM LLC Agreement) his entire CCPM LLC Interest, including both his Foundation LLC Interest and his Purchase LLC Interest, to Purchaserthe Purchasers ((x) and (y) collectively, the “Transfer”), and (2) Purchaserwill agree toPurchasers shall purchase the Zwirn Corbin Interests: for an agreed upon purchase price, a portion of which will be paid to Zwirn and a portion of which will be paid to Jeepers at the direction of Zwirn, all at certain times as set forth therein, and (3) certain amounts available for distribution by the Corbin Entities for each of the 2012 fiscal year and 2013 fiscal year that are otherwise distributable to Zwirn shall instead be distributed to Jeepers. In addition, in connection with the consummation of the Transfer, Zwirn will elect to be treated as a Class B Partner and a Class B Member and furnish his consent to the January 2012 CCP LPA and the January 2012 CCPM LLCA.

~~LK.~~ LK. In connection with the consummation of the Transfer, Zwirn and ~~Purchaser propose to~~the Purchasers shall enter into an Assignment and Assumption Agreement with respect to the CCP LP Interests in the form attached as Exhibit A-1 hereto (the “CCP LP Assignment Agreement”) and an Assignment and Assumption Agreement with respect to the CCPM LLC Interests in the form attached as Exhibit A-2 hereto (the “CCPM LLC Assignment Agreement”).

~~ML.~~ ML. In order to induce Zwirn to sell the Zwirn Corbin Interests to ~~Purchaser~~the Purchasers and in order to induce (i) CCP LP and the General Partner to consent to the Transfer of the CCP LP Interest to ~~Purchaser and certain related matters, and~~the Purchasers, (ii) CCPM LLC and the Managing Member to consent to the Transfer of the CCPM LLC Interest to ~~Purchaser and certain related matters~~the Purchasers, (iii) CCP LP to make the acknowledgments and agreements set forth in Section 3.6(c), and (iv) CCPM LLC to make the acknowledgments and agreements set forth in Section 3.6(c), the parties have agreed to the covenants, restrictions and mutual releases set forth herein.

[Chet to consider adding recital re: Jeepers and Epstein]

M. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Interest Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Consent.

1.1 Consent to Transfers. CCP LP and the General Partner hereby consent to the Transfer of the CCP LP Interest to ~~Purchaser~~the Purchasers. CCPM LLC and the Managing Member hereby consent to the Transfer of the CCPM LLC Interest to ~~Purchaser~~the Purchasers.

1.2 Effect of CCP LP Assignment Agreement. CCP LP and the General Partner hereby agree that effective upon the delivery to the General Partner of a copy of the CCP LP Assignment Agreement executed by Zwirn and by each Purchaser: (i) the Transfer of the CCP LP Interest to ~~Purchaser~~the Purchasers shall be recognized by CCP LP and the General Partner, and (ii) Zwirn shall cease to be a limited partner and shall have no further rights or obligations under the CCP LPA ~~(except for those of Zwirn's obligations under Sections 2.04 and 4.04(g)(iii) thereof as in effect on May 1, 2007 that, by the terms thereof, survive his withdrawal from CCP LP) or the supplementary agreements or the Supplementary Agreements~~ affecting the CCP LP Interests to which he is a party, ~~but~~ and Zwirn shall have no further rights or obligations as a limited partner of CCP LP (except for any rights retained by Zwirn as a former limited partner of CCP LP under Sections 2.08 and 8.02 of the CCP LPA and any obligations retained by Zwirn as a former limited partner of CCP LP pursuant to the terms of the CCP LPA), and, except as otherwise set forth in the parenthetical in this Section 1.2, each Purchaser shall succeed to Zwirn's rights and obligations ~~thereunder, and Zwirn shall have no further rights~~ as a limited partner of CCP LP ~~except for his rights as a former limited partner under Sections 2.08 and 8.02 of~~ For the avoidance of doubt, Zwirn shall not be entitled to his Liquidating Share (as such term is defined in the CCP LPA).

1.3 Effect of CCPM LLC Assignment Agreement. CCPM LLC and the Managing Member hereby agree that effective upon the delivery to the Managing Member of a copy of the CCPM LLC Assignment Agreement executed by Zwirn and by each Purchaser: (i) the Transfer of the CCPM LLC Interest to ~~Purchaser~~the Purchasers shall be recognized by CCPM LLC and the Managing Member, and (ii) Zwirn shall cease to be a member of CCPM LLC and shall have no further rights or obligations under the CCPM ~~LLC Agreement (except for those of Zwirn's obligations under Sections 2.04 and 4.04(e)(iii) thereof as in effect on May 1, 2007 that, by the terms thereof, survive his withdrawal from CCPM LLC) or the supplementary agreements~~LLCA or the Supplementary Agreements affecting the CCPM LLC Interests to which he is a party, ~~but~~ and Zwirn shall have no further rights as a member of CCPM LLC (except for any rights retained by Zwirn as a former member of CCPM LLC under Sections 2.08 and 8.02 of the CCPM LLCA and any obligations retained by Zwirn as a former member of CCPM LLC pursuant to the terms of the CCPM LLCA), and, except as otherwise set forth in the parenthetical in this Section 1.3, each Purchaser shall succeed to Zwirn's rights and obligations ~~thereunder, and Zwirn shall have no further rights as a member of CCPM LLC except for his rights as a former member under Sections 2.08 and 8.02 of the CCPM LLC Agreement~~ as a member of CCPM LLC. For the avoidance of doubt, Zwirn shall not be entitled to his Liquidating Share (as such term is defined in the CCPM LLCA)

2. Representations and Warranties.

2.1 Representations and Warranties of Zwirn. Zwirn hereby represents and warrants to the other parties that:

(a) Execution and Delivery. This Agreement has been duly executed and delivered by Zwirn and constitutes the legal, valid and binding obligation of Zwirn enforceable

against him in accordance with its terms, subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.2 Representations and Warranties of CCP LP. Each of CCP LP and the General Partner hereby represents and warrants to Zwirn that:

(a) Organization, Good Standing and Authority. CCP LP is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite partnership power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by CCP LP and the General Partner have been duly authorized by CCP LP's partners, to the extent required.

(b) Execution and Delivery. This Agreement has been duly executed and delivered by CCP LP and the General Partner and constitutes the legal, valid and binding obligation of CCP LP and the General Partner enforceable against each of them in accordance with its terms, subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.3 Representations and Warranties of CCPM LLC. Each of CCPM LLC and the Managing Member hereby represents and warrants to Zwirn that:

(a) Organization, Good Standing and Authority. CCPM LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite limited liability company power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by CCPM LLC and the Managing Member has been duly authorized by CCPM LLC's members, to the extent required.

(b) Execution and Delivery. This Agreement has been duly executed and delivered by CCPM LLC and by the Managing Member and constitutes the legal, valid and binding obligation of CCPM LLC and the Managing Member enforceable against each of them in accordance with its terms, subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.4 Representations and Warranties of Jeepers. Jeepers hereby represents and warrants to the other parties that:

(a) Organization, Good Standing and Authority. Jeepers is a corporation duly organized, validly existing and in good standing under the laws of the United States Virgin Islands, and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Jeepers has been duly authorized by Jeoper's board of directors and/or shareholders, to the extent required.

(b) Execution and Delivery. This Agreement has been duly executed and delivered by Jeepers and constitutes the legal, valid and binding obligation of Jeepers enforceable against it in accordance with its terms, subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.5 Representations and Warranties of Epstein. Epstein hereby represents and warrants to the other parties that:

(a) Execution and Delivery. This Agreement has been duly executed and delivered by Epstein and constitutes the legal, valid and binding obligation of Epstein enforceable against him in accordance with its terms, subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) Ownership of Jeepers. Epstein is the sole shareholder of Jeepers and has the sole corporate power and authority to bind Jeepers to the terms of this Agreement and to enter into the transactions contemplated thereby.

3. Covenants.

~~3.1 — Cooperation with Appraiser. Each of CCP LP and CCPM LLC acknowledges that the purchase price to be paid by Purchaser for the Zwirn Corbin Interests to be Transferred will be determined by an appraiser selected by Purchaser from a list approved by Zwirn (the “Appraiser”) and agrees to give the Appraiser prompt, full and complete access to and copies of such information regarding each of CCP LP and CCPM LLC as may be reasonably requested by the Appraiser in order to perform its duties and make the determinations required of it. Each of CCP LP and CCPM LLC shall promptly furnish Zwirn with copies of all information supplied by it to the Appraiser; provided, however, that CCP LP and CCPM LLC shall not be required to provide Zwirn with the following information furnished by them to the Appraiser (and copies of documents or data in other media provided to the Appraiser which include such information may be redacted to the extent reasonably necessary to delete such information without deleting other information which is not excluded): (i) information which directly or indirectly identifies the specific compensation (including, without limitation, any salaries, bonuses, options to receive any equity interests, etc.) paid, or to be paid to any particular identifiable employee, partner, member, director or officer of CCP LP or CCPM LLC; (ii) information which directly or indirectly identifies the specific partnership interests or membership interests granted to any particular identifiable partner or member of CCP LP or CCPM LLC, respectively; (iii) information which directly or indirectly identifies the specific revenues generated by each particular identifiable client of any pooled investment vehicle or separately managed account managed by CCP LP or CCPM LLC, provided, that, with respect to the information set forth in clauses (i) through (iii) above, Zwirn shall be provided with such information on an aggregate basis with respect to each such Corbin Entity; and (iv) the 2012 operating budget for each Corbin Entity. In addition to the foregoing, in the event that the Appraiser requests any specific information concerning the financial and/or business affairs of the Corbin Entities, and the Corbin Entities reasonably determine that any such requested information is of a commercially sensitive nature, then the Corbin Entities will promptly notify Zwirn of any such determination and the Corbin Entities and~~

~~Zwirn shall enter into good faith negotiations and discussions concerning the commercially sensitive nature of such information and shall mutually agree as to whether, and in what format, such information should be provided to Zwirn, and if so provided, whether any (and, if so, what) redactions should be made to any such information to protect its commercially sensitive nature; provided, however, that (x) audited and unaudited financial statements of the Corbin Entities and the aggregate amount of any entities' assets under management shall not be considered commercially sensitive, (y) information of the type that is provided to the partners or members of the Corbin Entities shall not be considered commercially sensitive, and (z) Zwirn shall be provided (concurrently with the provision of the related information to the Appraiser) with a reasonably detailed description of the nature of all information furnished to the Appraiser which is not being furnished to Zwirn. Any redaction of information permitted hereunder shall be done in such a manner as to redact the minimum information reasonably necessary to protect the Corbin Entities' interests.~~

3.1 ~~3.2~~ Restriction on Certain Actions Prior to Closing. Prior to the earlier of (x) the consummation of the sale of the Zwirn Corbin Interests to ~~Purchaser~~the Purchasers pursuant to the Interest Purchase Agreement and (y) the termination of the Interest Purchase Agreement in accordance with its terms, CCP LP shall not, and the General Partner shall cause CCP LP not to, exercise any right under the CCP LPA or the ~~supplementary agreements~~Supplementary Agreements affecting the CCP LP Interests to which Zwirn is a party to purchase or redeem all or any portion of the CCP LP Interests or to declare or assert the occurrence of a Forfeiting Event (as defined in the CCP LPA) in respect of all or any portion of the CCP LP Interests. Prior to the earlier of (x) the consummation of the sale of the Zwirn Corbin Interests to Purchaser pursuant to the Interest Purchase Agreement and (y) the termination of the Interest Purchase Agreement in accordance with its terms, CCPM LLC shall not, and the Managing Member shall cause CCPM LLC not to, exercise any right under the CCPM ~~LLC Agreement~~LLCA or the ~~supplementary agreements~~Supplementary Agreements affecting the CCPM LLC Interests to which Zwirn is a party to purchase or redeem all or any portion of the CCPM LLC Interests or to declare or assert the occurrence of a Forfeiting Event (as defined in the CCPM ~~LLC Agreement~~LLCA) in respect of all or any portion of the CCPM LLC Interests.

3.2 ~~3.3~~ Release and Covenant Not to Sue by Corbin Entities.

(a) In the event that the Transfer of the Zwirn Corbin Interests to ~~Purchaser is consummated~~the Purchasers is consummated (including, without limitation, Zwirn's execution and delivery of the Class B Election Documents to the Corbin Entities) pursuant to the terms of the Interest Purchase Agreement, and regardless of whether such consummation occurs pursuant to Section 6, Section 8.5(a), or Section 8.5(b) of the Interest Purchase Agreement, then each of CCP LP, CCPM LLC, the General Partner and the Managing Member for itself, its successors and assigns (collectively, the "**Corbin Releasing Parties**"), for and in consideration of the promises set forth in this Agreement, shall automatically release and forever discharge Zwirn and his heirs, executors, administrators and assigns and, subject to the last sentence of this Section ~~3.4~~3.2(a), his spouse and her heirs, executors, administrators and assigns (collectively, the "**Seller Zwirn Releasees**") of and from any and all manner of action or actions, cause or causes of action, suits, debts, liabilities, obligations, covenants, controversies, agreements, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, against them, which any of the Corbin Releasing Parties ever had, now have or which any of them can, shall or may have, upon or

by reason of any matter whatsoever in any way relating to Zwirn's investment in CCP LP or CCPM LLC or his relationship (whether as an employee, partner, member or otherwise) with CCP LP or CCPM LLC from the beginning of the world to the date of this Agreement and specifically including, but not in any way limited to, any and all claims arising on or prior to the date of this Agreement in connection with any dispute relating in any way to any of the Corbin Entities, the General Partner and/or the Managing Member; provided, however, that nothing herein is intended to or shall constitute, or be construed as, a release by any Corbin Releasing Party of any manner of action or actions, cause or causes of action, suits, debts, liabilities, obligations, covenants, controversies, agreements, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which any of the Corbin Releasing Parties ever had, now have or which they can, shall or may have, against any ~~Seller Releasees upon or by reason of this Agreement or any instrument or agreement executed and delivered by any of the Seller Releasees pursuant to or in connection with this Agreement~~ Zwirn Releasees as a result of any breach of this Agreement by Zwirn or any breach after the date of this Agreement by Zwirn of any of his obligations ~~under Section 2.04 or 4.04(g)(iii) of the CCP LPA (as in effect on May 1, 2007) or Section 2.04 or 4.04(e)(iii) of the CCPM LLC Agreement which by their terms survive his withdrawal from the Corbin Entities~~ as a former limited partner of CCP LP pursuant to the terms of the CCP LPA or his obligations as a former member of CCPM LLC pursuant to the terms of the CCPM LLC Agreement. Each of the Corbin Entities, the General Partner and the Managing Member, for and in consideration of the promises set forth in this Agreement, does hereby agree and covenant for itself and for each of the other Corbin Releasing Parties that in the event that the release under this Section ~~3.33.2(a)~~ becomes effective, it shall not institute or prosecute thereafter any suit or action, at law or in equity (through any court proceeding, arbitration or other means), against any of the ~~Seller~~ Zwirn Releasees for or on account of any claim or cause of action based on or alleging any liability of that ~~Seller~~ Zwirn Releasee that is released by the foregoing release. If any ~~Seller~~ Zwirn Releasee (other than Zwirn) brings an action or proceeding against a Corbin Releasing Party or otherwise asserts in any action or proceeding in which a Corbin Releasing Party is an adverse party, any claim that is based upon or relates to any matter whatsoever that in any way is related to Zwirn's investment in CCP LP or CCPM LLC or his relationship (whether as an employee, partner, member of otherwise) with CCP LP or CCPM LLC, then the release of such ~~Seller~~ Zwirn Releasee by the Corbin Releasing Parties set forth in this Section ~~3.33.2(a)~~ shall be null and void *ab initio* and the covenant of the Corbin Releasing Parties in the preceding sentence shall not run in favor of such ~~Seller~~ Zwirn Releasee.

(b) In the event that the Transfer of the Zwirn Corbin Interests to the Purchasers is consummated (including, without limitation, Zwirn's execution and delivery of the Class B Election Documents to the Corbin Entities) pursuant to the terms of the Interest Purchase Agreement, and regardless of whether such consummation occurs pursuant to Section 6, Section 8.5(a), or Section 8.5(b) of the Interest Purchase Agreement, then the Corbin Releasing Parties, for and in consideration of the promises set forth in this Agreement, shall automatically release and forever discharge Jeepers and its successors and, subject to the last sentence of this Section 3.2(b), their respective shareholders, officers, directors and employees and Jeffrey Epstein (collectively, the "Jeepers Releasees") of and from any and all manner of action or actions, cause or causes of action, suits, debts, liabilities, obligations, covenants, controversies, agreements, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, against them, which any of the Corbin Releasing Parties ever had, now have or which any of them can, shall or may have, upon or by reason of any matter whatsoever in any way relating to the Corbin Entities, the

General Partner and/or the Managing Member from the beginning of the world to the date of this Agreement. Each of the Corbin Entities, the General Partner and the Managing Member, for and in consideration of the promises set forth in this Agreement, does hereby agree and covenant for itself and for each of the other Corbin Releasing Parties that in the event that the release under this Section 3.2(b) becomes effective, it shall not institute or prosecute thereafter any suit or action, at law or in equity (through any court proceeding, arbitration or other means), against any of the Jeepers Releasees for or on account of any claim or cause of action based on or alleging any liability of that Jeepers Releasee that is released by the foregoing release. If any Jeepers Releasee (other than Jeepers) brings an action or proceeding against a Corbin Releasing Party or otherwise asserts in any action or proceeding in which a Corbin Releasing Party is an adverse party, any claim that is based upon or relates to any matter whatsoever that in any way is related to the Corbin Entities, the General Partner and/or the Managing Member, then the release of such Jeepers Releasee by the Corbin Releasing Parties set forth in this Section 3.2(b) shall be null and void *ab initio* and the covenant of the Corbin Releasing Parties in the preceding sentence shall not run in favor of such Jeepers Releasee.

3.3 ~~3.4~~ Release and Covenant Not to Sue by Zwirn. In the event that the Transfer of the Zwirn Corbin Interests to ~~Purchaser is consummated~~ the Purchasers is consummated (including, without limitation, Zwirn's execution and delivery of the Class B Election Documents to the Corbin Entities), pursuant to the terms of the Interest Purchase Agreement, and regardless of whether such consummation occurs pursuant to Section 6, Section 8.5(a), or Section 8.5(b) of the Interest Purchase Agreement, then Zwirn, for himself, and for his heirs, executors, administrators and assigns (collectively, the "~~SellerZwirn~~ Releasing Parties"), for and in consideration of the promises set forth in this Agreement, shall automatically release and forever discharge each of CCP LP, CCPM LLC, the General Partner and the Managing Member and their successors and, subject to the last sentence of this Section ~~3.4, 3.3,~~ their respective members, partners, officers, directors and employees and Glenn Dubin and Henry Swieca (collectively, the "~~Corbin Releasees~~") of and from any and all manner of action or actions, cause or causes of action, suits, debts, liabilities, obligations, covenants, controversies, agreements, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, against them, which any of the ~~SellerZwirn~~ Releasing Parties ever had, now have or which any of them can, shall or may have, upon or by reason of any matter whatsoever in any way relating to Zwirn's investment in CCP LP or CCPM LLC or his relationship (whether as an employee, partner, member or otherwise) with CCP LP or CCPM LLC from the beginning of the world to the date of this Agreement and specifically including, but not in any way limited to, any and all claims arising on or prior to the date of this Agreement in connection with ~~(xv) subject to sub-clause (A) of the immediately succeeding proviso, the Interest Purchase Agreement, (w) any dispute relating in any way to any of the Corbin Entities, the General Partner and/or the Managing Member and/or (y) the January 2010x) any amendment and restatement of the May 2007 CCP LPA~~ limited partnership agreement of CCP LP and/or (y) any amendment and restatement of the limited liability company agreement of CCPM LLC and/or (z) any supplementary agreement affecting Zwirn's investment in or relationship with CCP LP and/or CCPM LLC (the "~~Released Claims~~"); provided, however, that nothing herein is intended to or shall constitute, or be construed as, a release by any ~~SellerZwirn~~ Releasing Party of any manner of action or actions, cause or causes of action, suits, debts, liabilities, obligations, covenants, controversies, agreements, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which any of the ~~SellerZwirn~~ Releasing Parties ever had, now have or which they can, shall or may have, against ~~any of the Corbin~~

~~Releasees upon or by reason of this Agreement or any instrument or agreement executed and delivered by any Corbin Releasees pursuant to or in connection with this Agreement.~~ (A) a Purchaser, in the event that such Purchaser fails to fulfill his/her obligations pursuant to Section 4.2(a) of the Interest Purchase Agreement, or (B) a Corbin Releasee as a result of (i) any breach of this Agreement by any such Corbin Releasee, (ii) any rights of Zwirn as a former limited partner of CCP LP under Sections 2.08 and 8.02 of the CCP LPA ~~(as in effect May 1, 2007)~~ or, or (iii) any rights of Zwirn as a former member of CCPM LLC under Sections 2.08 and 8.02 of the CCPM ~~LLC Agreement~~ LLCA. Zwirn, for and in consideration of the promises set forth in this Agreement, does hereby agree and covenant for himself and for the other SellerZwirn Releasing Parties that in the event that the release under this Section ~~3.4~~ 3.3 becomes effective, he or it shall not institute or prosecute thereafter any suit or action, at law or in equity (through any court proceeding, arbitration or other means), against any of the Corbin Releasees for or on account of any claim or cause of action based on or alleging any liability of that Corbin Releasee that is released by the foregoing release. If any Corbin Releasee (other than CCP LP, CCPM LLC, the General Partner or the Managing Member) brings an action or proceeding against a SellerZwirn Releasing Party or otherwise asserts in any action or proceeding in which a SellerZwirn Releasing Party is an adverse party, any claim that is based upon or relates to any matter whatsoever that in any way is related to Zwirn's investment in CCP LP or CCPM LLC or his relationship (whether as an employee, partner, member of otherwise) with CCP LP or CCPM LLC, then the release of such Corbin Releasee by the SellerZwirn Releasing Parties set forth in this Section ~~3.4~~ 3.3 shall be null and void *ab initio* and the covenant of the SellerZwirn Releasing Parties in the preceding sentence shall not run in favor of such Corbin Releasee.

3.4 Release and Covenant Not to Sue by Jeepers. In the event that the Transfer of the Zwirn Corbin Interests to the Purchasers is consummated (including, without limitation, Zwirn's execution and delivery of the Class B Election Documents to the Corbin Entities) pursuant to the terms of the Interest Purchase Agreement, and regardless of whether such consummation occurs pursuant to Section 6, Section 8.5(a), or Section 8.5(b) of the Interest Purchase Agreement, then Jeepers, for itself, its successors and assigns (collectively, the "Jeepers Releasing Parties"), for and in consideration of the promises set forth in this Agreement, shall automatically release and forever discharge each of the Corbin Releasees of and from any and all manner of action or actions, cause or causes of action, suits, debts, liabilities, obligations, covenants, controversies, agreements, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, against them, which any of the Jeepers Releasing Parties ever had, now have or which any of them can, shall or may have, upon or by reason of any matter whatsoever in any way relating to the Corbin Entities, the General Partner and/or the Managing Member from the beginning of the world to the date of this Agreement; provided, however, that nothing herein is intended to or shall constitute, or be construed as, a release by any Jeepers Releasing Party of any manner of action or actions, cause or causes of action, suits, debts, liabilities, obligations, covenants, controversies, agreements, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which any of the Jeepers Releasing Parties ever had, now have or which they can, shall or may have, against (A) a Purchaser, in the event that such Purchaser fails to fulfill his/her obligations pursuant to Section 4.2(b) of the Interest Purchase Agreement, and (B) CCP LP or CCPM LLC, in the event that CCP LP or CCPM LLC fails to fulfill its obligations under Section 3.6(c) hereof. Jeepers, for and in consideration of the promises set forth in this Agreement, does hereby agree and covenant for itself and for the other Jeepers Releasing Parties that in the event that the release under this Section 3.4 becomes effective, it shall not institute or prosecute

thereafter any suit or action, at law or in equity (through any court proceeding, arbitration or other means), against any of the Corbin Releasees for or on account of any claim or cause of action based on or alleging any liability of that Corbin Releasee that is released by the foregoing release. If any Corbin Releasee (other than CCP LP, CCPM LLC, the General Partner or the Managing Member) brings an action or proceeding against a Jeepers Releasing Party or otherwise asserts in any action or proceeding in which a Jeepers Releasing Party is an adverse party, any claim that is based upon or relates to any matter whatsoever that in any way is related to the Corbin Entities, the General Partner and/or the Managing Member, then the release of such Corbin Releasee by the Jeepers Releasing Parties set forth in this Section 3.4 shall be null and void *ab initio* and the covenant of the Jeepers Releasing Parties in the preceding sentence shall not run in favor of such Corbin Releasee.

3.5 Preservation of Indemnification Rights and Rights of Former Limited Partner or Member; Preservation of Obligations of Former Limited Partner or Member.

~~(a) 3.5 Preservation of Indemnification Rights and Rights of Former Partner or Member.~~ CCP LP, CCPM LLC, the General Partner and the Managing Member acknowledge and agree that notwithstanding anything to the contrary herein, in the Interest Purchase Agreement, in the CCP LP Assignment Agreement or in the CCPM LLC Assignment Agreement, from and after the Transfer of the Zwirn Corbin Interests Zwirn will continue to have, and is not releasing or assigning any; (i) rights of Zwirn to indemnification under the CCP LPA and the CCPM ~~LLC Agreement~~LLCA, and (ii) other rights that Zwirn may have under the CCP LPA as a former limited partner of CCP LP or under the CCPM ~~LLC Agreement~~LLCA as a former member of CCPM LLC.

(b) Zwirn acknowledges and agrees that notwithstanding anything to the contrary herein, in the Interest Purchase Agreement, in the CCP LP Assignment Agreement or in the CCPM LLC Assignment Agreement, from and after the Transfer of the Zwirn Corbin Interests Zwirn will continue to retain, and is not being released from or assigning any of, his obligations as a (i) former limited partner of CCP LP pursuant to the terms of the CCP LPA, and (ii) former member of CCPM pursuant to the terms of the CCPM LLCA.

3.6 Acknowledgment Regarding Assignments of Proceeds.

(a) CCP LP and the General Partner acknowledge and agree that no consent of any person or entity to any assignment by Zwirn of all or any portion of any proceeds payable to or received by Zwirn from any sale, liquidation, redemption or other disposition of, or otherwise payable to or received by Zwirn in respect of, the CCP LP Interests is required under the CCP LPA or the ~~supplementary agreements~~Supplementary Agreements affecting the CCP LP Interests to which Zwirn and CCP LP or the General Partner are parties.

(b) CCPM LLC and the Managing Member acknowledge and agree that no consent of any person or entity to any assignment by Zwirn of all or any portion of any proceeds payable to or received by Zwirn from any sale, liquidation, redemption or other disposition of, or otherwise payable to or received by Zwirn in respect of, the CCPM LLC Interests is required under the CCPM LLC Agreement or the ~~supplementary agreements~~Supplementary Agreements affecting the CCPM LLC Interests to which Zwirn and CCPM LLC or the Managing Member are parties.

~~3.7 — Other Representations and Covenants About Actions Taken Since August 31, 2011. Each of the Corbin Entities represents and warrants that during the period after August 31, 2011 and ending on the date hereof such Corbin Entity has not taken (directly or indirectly), and covenants that during the period from and including the date hereof and ending on the Appraisal Date (as defined in the Interest Purchase Agreement) such Corbin Entity shall not take (directly or indirectly), and such Corbin Entity's General Partner or Managing Member, as the case may be, shall cause such Corbin Entity not to take, any of the following actions (directly or indirectly) to the extent that such action is reasonably likely to adversely affect the value of such Corbin Entity's business or the value of Zwirn's partnership or membership interests in such Corbin Entity:~~

~~(i) amend any of its constituent instruments (which in the case of CCP LP means the CCP LPA, and in the case of CCPM LLC means the CCPM LLC Agreement) or merge with or into or consolidate with any other Person, subdivide or in any way reclassify any of its ownership interests or agree to change in any manner the rights of its outstanding ownership interests or the character of its business;~~

~~(ii) consent to withdrawals of funds by any investor or customer from any fund or account managed by such Corbin Entity or any of its subsidiaries, provided that the foregoing is not intended to prevent such Corbin Entity or any of its subsidiaries from honoring any withdrawal which such investor or customer has the right to make without any consent (and, in the case of an investor in a fund, in accordance with the relevant fund's organizational documents) or from redeeming or withdrawing any investor from any fund if such Corbin Entity reasonably determines that such investor's investment in such fund would cause adverse regulatory or tax consequences or from returning capital to investors in any fund managed by such Corbin Entity or any of its subsidiaries if that fund is in the process of winding down its business and liquidating its assets;~~

~~(iii) divert or transfer any business or accounts from such Corbin Entity to any affiliate of such Corbin Entity which is not a wholly owned subsidiary of such Corbin Entity;~~

~~(iv) exercise any option or right to, or voluntarily enter into any transaction to, purchase or redeem any interests in such Corbin Entity, other than a purchase or redemption of any such interests held by a Person who was an employee of a Corbin Entity (or an affiliate of a Corbin Entity) following the termination of such Person's employment arrangement with all of the Corbin Entities (and their affiliates) or the death or incapacity of such Person;~~

~~(vi) make any change in its accounting methods, principles or practices or make any change in depreciation or amortization policies or rates adopted by it, except insofar as may have been required by a change in generally accepted accounting principles;~~

~~[(vii) agree to or pay any increase in any bonuses, salaries, severance or other compensation to any current or former partner, member, director, officer, or employee of such Corbin Entity or any of its subsidiaries except to the extent required by agreements in existence on August 31, 2011;~~

~~(viii) adopt, or make or agree to any increase in the payments to or benefits under, any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement, or other employee benefit plan for or with any current or former partner, member, director, officer, or employee of such Corbin Entity or any of its subsidiaries; {{{UNDER DISCUSSION}}~~

~~(ix) cancel or waive any claim or right with a value in excess of \$10,000;~~

~~(x) enter into, amend or terminate, any transaction with any affiliate except on terms that are no less favorable to such Corbin Entity and its subsidiaries than could reasonably be obtained in an arm's length transaction with an unrelated third party;~~

~~(xi) engage in any extraordinary transaction, including without limitation, the disposition of any subsidiaries or lines of business or the acquisition of any companies or new lines of business; or~~

~~(xii) commit to do any of the foregoing.~~

~~Nothing herein is intended to prevent or apply to securities trading and investment decisions that are made by the Corbin Entities and their subsidiaries in the ordinary course of their businesses as conducted over the past three years.~~

~~**3.8 — Tax Matters.** (a) In accordance with Tax Regulation section 1.706-1(e)(2)(ii), for the taxable year of the Corbin Entities in which the Zwirn Corbin Interests are Transferred, Zwirn's distributive share of the items described in section 702(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), will be determined based on an interim closing of the books of CCP LP and CCPM LLC as of midnight of the day before the date of the CCP LP Assignment Agreement, in the case of CCP LP or the CCPM LLC Assignment Agreement in the case of CCPM LLC.~~

~~—— (b) — The parties agree to act consistently with this Section 3.8 and the results of the Appraisal Report prepared pursuant to the Interest Purchase Agreement in preparing and filing Form 1065, Form 1040 and all other income tax returns.~~

~~(c) Each of CCP LP and CCPM LLC hereby acknowledges and agrees that, pursuant to the terms of the Interest Purchase Agreement, the 2012 Class B Distribution and 2013 Class B Distribution shall be paid directly to Jeepers instead of to Zwirn and each of CCP LP and CCPM LLC hereby agrees that it shall cause the portion of the 2012 Class B Distribution and the 2013 Class B Distribution attributable to it to be made to Jeepers in accordance with, and subject to the terms and conditions of, the Interest Purchase Agreement.~~

4. Arbitration of Disputes.

4.1 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in New York, New York before an arbitrator (the "**Arbitrator**") who shall be a retired judge selected in accordance with JAMS's then existing Rules of Practice and Procedures.

4.2 THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE JURISDICTION OF JAMS TO RESOLVE ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY AND FURTHER CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE COUNTY OF NEW YORK FOR THE PURPOSES OF ENFORCING THE PROVISIONS OF THIS SECTION 4 OR OF ANY AWARD OBTAINED HEREUNDER OR IN CONNECTION WITH ANY PROVISIONAL REMEDIES SOUGHT BY THE PARTIES. EACH OF THE PARTIES FURTHER IRREVOCABLY WAIVES ANY OBJECTION TO PROCEEDING BEFORE THE ARBITRATOR OR THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE COUNTY OF NEW YORK, AS THE CASE MAY BE, BASED UPON LACK OF PERSONAL JURISDICTION OR TO THE LAYING OF VENUE AND FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO MAKE A CLAIM IN ANY COURT THAT ARBITRATION BEFORE THE ARBITRATOR HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HEREBY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN. EACH PARTY AGREES THAT HIS SUBMISSION TO JURISDICTION AND HIS CONSENT TO SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF THE OTHER PARTY HERETO.

5. Miscellaneous.

5.1 Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which any party hereto may be required or desire to give to any other party hereto must be in writing and sent by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (ii) telecopy or facsimile (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid), or (iii) express mail or courier (for either same day or next business day delivery). A notice or other communication sent in compliance with the provisions of this Section 5.1 shall be deemed given and received on (a) the third (3rd) business day following the date it is deposited in the U.S. mail, (b) the date of confirmed dispatch if sent by facsimile or telecopy (provided that a copy thereof is sent by mail the same day in the manner provided in clause (i) above), or (c) the date it is delivered to the other party's address if sent by express mail or courier. The addresses for the parties are as follows:

All notices and other communications to Zwirn shall be addressed to the following address:

Daniel B. Zwirn
c/o Law Offices of Thomas G. Amon
250 West 57th Street, Suite 1316
New York, NY 10107
Attention: Thomas G. Amon, Esq.
Facsimile No.: [REDACTED]

with a copy to (which shall not constitute notice to Zwirn):

Cooley LLP
1114 Avenue of the Americas
New York, NY 10036
[Law Offices of Chet F. Lipton](#)
[6 Malvern Lane](#)
[Scarsdale, NY 10583](#)
Attention: Chet F. Lipton, Esq.

Facsimile No.: [REDACTED]

and with a copy to (which shall not constitute notice to Zwirn):

Law Offices of Thomas G. Amon
250 West 57th Street, Suite 1316
New York, NY 10107
Attention: Thomas G. Amon, Esq.
Facsimile No.: [REDACTED]

and with a copy to (which shall not constitute notice to Zwirn):

Lankler Siffert & Wohl LLP
500 Fifth Avenue
New York, New York 10110
Attention: John Siffert, Esq.
Facsimile No.: [REDACTED]

All notices and other communications to CCP LP shall be addressed to the following address:

Corbin Capital Partners, [REDACTED]
590 Madison Avenue, 31st Floor
New York, NY 10022
Attention: General Counsel
Facsimile No.: [REDACTED]

with a copy to (which shall not constitute notice to CCP LP):

Seward & Kissel LLP
One Battery Park Plaza
New York, NY 10004
Attention: Patricia Poglinco, Esq.
Facsimile No.: [REDACTED]

All notices and other communications to CCPM LLC shall be addressed to the following address:

Corbin Capital Partners Management, LLC
590 Madison Avenue, 31st Floor
New York, NY 10022
Attention: General Counsel
Facsimile No.: [REDACTED]

with a copy to (which shall not constitute notice to CCPM LLC):

Seward & Kissel LLP
One Battery Park Plaza
New York, NY 10004
Attention: Patricia Poglinco, Esq.
Facsimile No.: [REDACTED]

All notices and other communications to the General Partner and/or the Managing Member shall be addressed to the following addresses:

Henry Swieca
c/o Talpion Fund Management LP
65 East 55th Street, 34th floor
New York, NY 10022
Facsimile No.: [REDACTED]

Glen Dubin
c/o Dubin & Co., LLC
40 West 57th Street
33rd Floor
New York, NY 10019
Facsimile No.: [REDACTED]

with a copy to (which shall not constitute notice to the General Partner or the Managing Member):

Christina Henderson, Esq.
c/o Dubin & Co., LLC
40 West 57th Street
33rd Floor
New York, NY 10019
Facsimile No.: [REDACTED]

and with a copy to (which shall not constitute notice to the General Partner or the Managing Member):

Corbin Capital Partners, L.P.
590 Madison Avenue, 31st Floor

New York, NY 10022
Attention: General Counsel
Facsimile No.: [REDACTED]

and with a copy to (which shall not constitute notice to the General Partner or the Managing Member):

Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
Attention: Steven Fredman, Esq.
Facsimile No.: [REDACTED]

All notices and other communications to Jeepers and/or Epstein shall be addressed to the following address:

[REDACTED]

with a copy to (which shall not constitute notice to Jeepers or Epstein):

[REDACTED]

Any party may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other parties in the manner provided in this Section 5.1.

5.2 Successors and Assigns. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto, and their legal representatives, successors and permitted assigns.

5.3 Effect and Interpretation. This Agreement shall be governed by and construed in conformity with the laws of the State of New York, without reference to conflicts or choice of law principles.

5.4 Amendments. Except as otherwise provided herein, this Agreement may not be changed, modified, supplemented or terminated, except by an instrument executed by all of the parties hereto.

5.5 Waiver. No waiver by any party hereto of any failure or refusal by any other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply. Any waiver of a party's performance of its obligations hereunder must be in writing and signed by the party to be charged with such waiver.

5.6 Severability. If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons,

entities or circumstances other than those to which it is held invalid by such court, shall not be affected thereby.

5.7 Headings; Usage. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Unless the context of this Agreement otherwise requires (i) words of any gender are deemed to include each other gender, (ii) words using singular or plural number also include the plural or singular, respectively, (iii) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, and (iv) all references to dollars or "\$" shall be to United States dollars. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". As used herein, the term "Person" includes both natural persons and entities.

5.8 No Third Party Beneficiaries. Except as expressly provided herein (including for purposes of the releases and covenants not to sue in Sections [3.2](#), 3.3 and 3.4), Persons who are not parties to this Agreement shall have no rights or privileges (whether as a third party beneficiary or otherwise) under or by virtue of this Agreement.

5.9 Business Days. In the event that any of the dates specified in this Agreement shall fall on a Saturday, Sunday, or a holiday recognized by the State of New York, then the date of such action shall be deemed to be extended to the next business day.

5.10 Expenses. Each party shall be liable for its own costs and expenses incurred in connection with the negotiation, preparation execution and performance of this Agreement, including all fees and expenses of its legal counsel.

5.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations.

5.12 Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement shall survive the consummation of the Transfers.

5.13 Construction. Each of the parties hereto acknowledges that it was represented by counsel of its choice in connection with the negotiation of this Agreement and the transactions contemplated hereby, and the parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any documents executed and delivered pursuant hereto. Instead, the language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto.

5.14 Further Assurances. Each party shall execute and deliver to the other parties such further documents and instruments as may be reasonably requested by any other party in order to effectuate the intent of this Agreement and to obtain the full benefit of this Agreement. Any request by a party under this Section 5.14 shall be accompanied by the document proposed for signature by the party requesting it for review by the party of whom such document is requested and its attorneys. The party making the request shall bear and discharge any fees or expenses

incident to the preparation, filing or recording of the document requested pursuant to this Section 5.14.

5.15 Assignment. No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

5.16 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Daniel B. Zwirn

CORBIN CAPITAL PARTNERS, L.P.

By: Corbin Capital Partners Group, LLC,
its General Partner

By Dubin & Swieca Capital Management, Inc.,
its Managing Member

By: _____
Name: _____ Glenn Dubin
Title: _____

By: _____
Name: Henry Swieca

CORBIN CAPITAL PARTNERS GROUP, LLC,

By Dubin & Swieca Capital Management, Inc.,
its Managing Member

By: _____
Name: _____ Glenn Dubin
Title: _____

By: _____
Name: Henry Swieca

CORBIN CAPITAL PARTNERS MANAGEMENT, LLC

By: Corbin Capital Partners Asset Management, LLC,
its General Partner

By Dubin & Swieca Asset Management, Inc.,
its Managing Member

By: _____
Name: _____ Glenn Dubin
Title: _____

By: _____
Name: Henry Swieca

CORBIN CAPITAL PARTNERS ASSET
MANAGEMENT, LLC,

By Dubin & Swieca Asset Management, Inc.,
its Managing Member

By: _____
Name: _____ Glenn Dubin

By: _____
Name: Henry Swieca

JEEPERS, INC.

By: _____
Name: _____
Title: _____

Jeffrey Epstein

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Corbin Capital Partners, [REDACTED])

~~ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated _____, 2011, by and between DANIEL B. ZWIRN, an individual having an office at 595 Madison Ave., 33rd Floor, New York, NY 10022 (“Zwirn”), and TRACY McHALE-STUART, an individual having an office at 590 Madison Avenue, 31st Floor, New York, NY 10022 (“Assignee”).~~

RECITALS:

~~A. Zwirn is a limited partner in Corbin Capital Partners, [REDACTED], a Delaware limited partnership (the “Partnership”).~~

~~B. The Partnership is governed by that certain Second Amended and Restated Limited Partnership Agreement, dated as of May 1, 2007 (as the same may have been amended, or amended and restated, by that certain Third Amended and Restated Limited Partnership Agreement, dated as of January 1, 2010, and in effect, the “Partnership Agreement”).~~

~~C. Pursuant to a certain Interest Purchase Agreement, dated as of _____, 2011, between Zwirn and Assignee (the “Purchase Agreement”), Zwirn is assigning to Assignee all of Zwirn’s right, title and interest as a limited partner in the Partnership (the “Assigned Interest”), which does not include Zwirn’s right to any distributions or other amounts already paid by the Partnership to him on or prior to the date hereof or his right to any indemnification from the Partnership pursuant to the Partnership Agreement whether payable before, on or after the date hereof and any other rights of Zwirn as a former limited partner pursuant to Sections 2.08 and 8.02 of the Partnership Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.~~

~~D. Assignee desires to accept such assignment and to assume all of Zwirn’s obligations under the CCP LPA and under the Supplementary Agreements with respect to the Assigned Interest.~~

~~E. This Agreement is the “LP Assignment” referred to in the Purchase Agreement.~~

~~NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties do hereby agree as follows:~~

~~1. In consideration of the transfer and assignment of the Assigned Interest by Zwirn to Assignee as provided herein as well as the concurrent assignment by Zwirn to Assignee of the CCPM LLC Interest, Assignee shall, concurrently with the execution hereof, pay the Purchase~~

Price to Zwirn and to Jeepers by wire transfer of immediately available funds, in accordance with Section 3.2 of the Purchase Agreement.

~~2. Zwirn hereby assigns to Assignee all of his right, title and interest in and to the Assigned Interest, excluding Zwirn's right to any distributions or other amounts already paid by the Partnership to him on or prior to the date hereof and his right to any indemnification from the Partnership pursuant to the Partnership Agreement whether payable before, on or after the date hereof and any other rights of Zwirn as a former limited partner pursuant to Sections 2.08 and 8.02 of the Partnership Agreement. **ZWIRN IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO ASSIGNEE WITH RESPECT TO THE ASSIGNED INTEREST OR THE PARTNERSHIP EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY ZWIRN IN THE PURCHASE AGREEMENT. ASSIGNEE IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO ZWIRN WITH RESPECT TO THE PARTNERSHIP EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY ASSIGNEE IN THE PURCHASE AGREEMENT.**~~

~~3. Assignee hereby accepts the assignment and transfer of the Assigned Interest and assumes and shall pay or perform when required all of the obligations of Zwirn as a limited partner of the Partnership with respect to the Assigned Interest.~~

~~4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.~~

~~5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other party to this Agreement attached thereto. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.~~

~~IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.~~

[TO BE IMPORTED FROM INTEREST PURCHASE AGREEMENT ONCE FORM IS AGREED]

Daniel B. Zwirn

Tracy McHale Stuart

EXHIBIT A-2

ASSIGNMENT AND ASSUMPTION AGREEMENT (~~Corbin Capital Partners Management, LLC~~)

~~ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated _____, 2011, by and between DANIEL B. ZWIRN, an individual having an office at 595 Madison Ave., 33rd Floor, New York, NY 10022 (“Zwirn”), and TRACY McHALE-STUART, an individual having an office at 590 Madison Avenue, 31st Floor, New York, NY 10022 (“Assignee”).~~

RECITALS:

~~A. Zwirn is a non-managing member in Corbin Capital Partners Management, LLC, a Delaware limited liability company (the “Company”).~~

~~B. The Company is governed by that certain Second Amended and Restated Limited Liability Company Agreement, dated as of May 1, 2007 (as the same may have been amended, or amended and restated, and is in effect, the “LLC Agreement”).~~

~~C. Pursuant to a certain Interest Purchase Agreement, dated as of _____, 2011, between Zwirn and Assignee (the “Purchase Agreement”), Zwirn is assigning to Assignee all of Zwirn’s right, title and interest as a non-managing member in the Company (the “Assigned Interest”), which does not include Zwirn’s right to any distributions or other amounts already paid by the Company to him on or prior to the date hereof or his right to any indemnification from the Company pursuant to the LLC Agreement whether payable before, on or after the date hereof and any other rights of Zwirn as a former member pursuant to Sections 2.08 and 8.02 of the LLC Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.~~

~~D. Assignee desires to accept such assignment and to assume all of Zwirn’s obligations under the LLC Agreement and under the Supplementary Agreements with respect to the Assigned Interest.~~

~~E. This Agreement is the “LLC Assignment” referred to in the Purchase Agreement.~~

~~NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties do hereby agree as follows:~~

~~1. In consideration of the transfer and assignment of the Assigned Interest by Zwirn to Assignee as provided herein as well as the concurrent assignment by Zwirn to Assignee of the CCP LP Interest, Assignee shall, concurrently with the execution hereof, pay the Purchase Price to Zwirn and to Jeepers by wire transfer of immediately available funds, in accordance with Section 3.2 of the Purchase Agreement.~~

~~2. Zwirn hereby assigns to Assignee all of his right, title and interest in and to the Assigned Interest, excluding Zwirn's right to any distributions or other amounts already paid by the Company to him on or prior to the date hereof and his right to any indemnification from the Company pursuant to the LLC Agreement whether payable before, on or after the date hereof and any other rights of Zwirn as a former member pursuant to Sections 2.08 and 8.02 of the LLC Agreement. **ZWIRN IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO ASSIGNEE WITH RESPECT TO THE ASSIGNED INTEREST OR THE COMPANY EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY ZWIRN IN THE PURCHASE AGREEMENT. ASSIGNEE IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO ZWIRN WITH RESPECT TO THE COMPANY EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY ASSIGNEE IN THE PURCHASE AGREEMENT.**~~

~~3. Assignee hereby accepts the assignment and transfer of the Assigned Interest and assumes and shall pay or perform when required all of the obligations of Zwirn as a non-managing member of the Company with respect to the Assigned Interest.~~

~~4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.~~

~~5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other party to this Agreement attached thereto. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.~~

~~IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written:~~

~~_____
Daniel B. Zwirn~~ ~~_____
Tracy McHale Stuart~~

[TO BE IMPORTED FROM INTEREST PURCHASE AGREEMENT ONCE FORM IS AGREED]

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Document comparison by Workshare Professional on Wednesday, November 13, 2013
10:45:38 AM

Input:	
Document 1 ID	file:///S:/legal/Management Companies/Purchase and Sale Agreements/DBZ sale to management partners/Consent and Release/v1 Revised Consent and Release Agreement.DOC
Description	v1 Revised Consent and Release Agreement
Document 2 ID	file:///S:/legal/Management Companies/Purchase and Sale Agreements/DBZ sale to management partners/Consent and Release/v8 Revised Consent and Release Agreement.DOC
Description	v8 Revised Consent and Release Agreement
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	190
Deletions	170
Moved from	7
Moved to	7
Style change	0
Format changed	0
Total changes	374