

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

IRREVOCABLE DIRECTION LETTER

JEFFREY EPSTEIN
c/o Financial Trust Company, Inc.
6100 Red Hook Quarter, Suite B-3
St. Thomas, USVI 00802

_____, 2011

Corbin Capital Partners, L.P.
590 Madison Avenue, 31st Floor
New York, NY 10022

Corbin Capital Partners Management, LLC
590 Madison Avenue, 31st Floor
New York, NY 10022

Re: Irrevocable Directive and Agreement

Ladies and Gentlemen:

Reference is hereby made to (i) that certain Second Amended and Restated Limited Partnership Agreement of Corbin Capital Partners, L.P. ("**CCP LP**"), dated as of May 1, 2007 (as the same may from time to time be amended, or amended and restated, and in effect, the "**CCP LPA**"), (ii) that certain Second Amended and Restated Limited Liability Company Agreement of Corbin Capital Partners Management, LLC ("**CCPM LLC**"), dated as of May 1, 2007 (as the same may from time to time be amended, or amended and restated, and in effect, the "**CCPM LLC Agreement**"), (iii) that certain Supplementary Agreement of Corbin Capital Partners, L.P. with Foundation Partners between CCP LP and Zwirn dated as of July 1, 2005 (as the same may from time to time be amended, or amended and restated, and in effect, the "**CCP Foundation Partners Supplement**"), (iv) that certain Supplementary Agreement of Corbin Capital Partners, L.P. with Purchase Partners between CCP LP and Zwirn dated as of July 1, 2005 (as the same may from time to time be amended, or amended and restated, and in effect, the "**CCP Purchase Partners Supplement**"), (v) that certain Supplementary Agreement of Corbin Capital Partners Management, LLC with Foundation Partners between CCPM LLC and Seller dated as of July 1, 2005 (as the same may from time to time be amended, or amended and restated, and in effect, the "**CCPM Foundation Partners Supplement**"), (vi) that certain Supplementary Agreement of Corbin Capital Partners Management, LLC with Purchase Partners between CCPM LLC and Seller dated as of July 1, 2005 (as the same may from time to time be amended, or amended and restated, and in effect, the "**CCPM Purchase Partners Supplement**" and, together with the CCP LPA, CCPM LLC Agreement, CCP Foundation Partners Supplement, CCP Purchase Partners

Supplement and CCPM Foundation Partners Supplement, the “**CCP Organizational Documents**”) and (vii) that certain Purchase and Sale Agreement dated as of _____, 2011 (as the same may from time to time be amended, or amended and restated, and in effect, the “**Purchase and Sale Agreement**”) by and between Daniel B. Zwirn, (“**Zwirn**”), and Jeffrey Epstein (“**Epstein**”).

Subject to the terms of the Purchase and Sale Agreement, Epstein has agreed to purchase from Zwirn, and Zwirn has agreed to sell to Epstein, Zwirn’s limited partnership interest in CCP LP and Zwirn’s membership interest (as a non-managing member) in CCPM LLC. 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 together with the Foundation LP Interest, collectively, the “**CCP LP Interest**”). 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) (the “**Foundation LLC Interest**”) and an interest as a Purchase Member (as defined in the CCPM LLC Agreement) (the “**Purchase LLC Interest**”; and together with the Foundation LLC Interest collectively, the “**CCPM LLC Interest**”). Zwirn’s CCP LP Interest and CCPM LLC Interest are referred to collectively as the “**Corbin Interests**”. It is a condition precedent to the closing of the transactions contemplated by the Purchase and Sale Agreement that Epstein give, and that CCP LP and CCPM LLC each acknowledges and agrees to comply with, the irrevocable instructions set forth herein.

Epstein hereby irrevocably authorizes, instructs and directs each of CCP LP and CCPM LLC, and by execution and delivery of a counterpart to this letter agreement CCP LP and CCPM LLC each hereby acknowledges and agrees that it shall, notwithstanding anything to the contrary contained in the CCP Organizational Documents or otherwise, wire any and all distributions and other payments made by CCP LP and/or CCPM LLC on account of or in connection with the Corbin Interests on or after the date hereof (including, without limitation, all Corbin Interest Related Proceeds (as defined below)), whether in cash, in kind or otherwise (such amounts, collectively, the “**Corbin Payments**”) to the following account (the “**Corbin Receipts Account**”):

Bank:
Address:

ABA No:
Account Number:
Account Name: Corbin Receipts Account
Attention:

As used herein, the term “**Corbin Interest Related Proceeds**” means any and all of the following: (i) all distributions and other payments made by CCP LP on account of or in connection with the CCP LP Interest on or after the date hereof, including any distributions, redemption payments, payments on account of the purchase of all or any portion of the CCP LP Interest by CCP LP, any payment by CCPM LLC on account of the purchase of all or any

portion of the CCP LP Interest, or other payments to the holder of the CCP LP Interest pursuant to the CCP LPA or any agreement related to the CCP LP Interest, other than any indemnification payments payable to Zwirn by CCP LP pursuant to the CCP LPA, (ii) all distributions and other payments made by CCPM LLC on account of or in connection with the CCPM LLC Interest on or after the date hereof, including any distributions, redemption payments, payments on account of the purchase of all or any portion of the CCPM LLC Interest by CCPM LLC, or other payments to the holder of the CCPM LLC Interest pursuant to the CCPM LLC Agreement or any other agreement related to the CCPM LLC Interest, other than any indemnification payments payable to Zwirn by CCPM LLC pursuant to the CCPM LLC Agreement, (iii) all consideration paid by any of CCP LP, CCPM LLC or any general partner or managing member thereof, in its capacity as such, for or in connection with the sale of all or any portion of the CCP LP Interest, and (iv) all consideration paid any of CCP LP, CCPM LLC or any general partner or managing member thereof, in its capacity as such, for or in connection with the sale of all or any portion of the CCPM LLC Interest.

Epstein, CCP LP and CCPM LLC hereby each acknowledge and agree that (a) the directives and instructions set forth in this letter agreement (the “*Instructions*”) may not, under any circumstance, be revoked or changed by Epstein, (b) neither CCP LP nor CCPM LLC shall accept or follow any directions or instructions that are inconsistent with the Instructions, and (c) nothing in this letter agreement shall be construed to impair, modify or otherwise affect the respective rights, powers, duties, obligations, liabilities and responsibilities of Epstein or Zwirn under the Purchase and Sale Agreement. Notwithstanding the foregoing, CCP LP and CCPM LLC may comply with any written instructions executed by both Epstein and Zwirn.

By execution and delivery of a counterpart to this letter agreement each of CCP LP and CCPM LLC hereby also acknowledges and agrees that it will, concurrently with delivery to Epstein or any of his agents or representatives, deliver to each of Zwirn and the Agent (as defined below):

- (i) copies of all financial statements or reports or other financial information delivered to Epstein or any of his agents or representatives relating to the financial condition, financial results, assets or operations of CCP LP, CCPM LLC or any funds managed by either of them;
- (ii) copies of all K-1s from CCP LP and CCPM LLC sent to Epstein or any of his agents or representatives;
- (iii) copies of any proposed and actual amendments to the Constituent Instruments of CCP LP and CCPM LLC provided to Epstein or any of his agents or representatives and any other documents affecting the economic rights associated with any of the Corbin Interests; and
- (iv) copies of all notices and other communications delivered to Epstein or any of his agents or representatives relating to CCP LP or CCPM LLC.

As used herein, the term “*Constituent Instruments*” means the certificate of incorporation and by-laws of a corporation; the certificate of limited partnership or formation and agreement of limited partnership of a limited partnership; the partnership agreement of a general partnership; the certificate of formation and limited liability company agreement or comparable agreement of a limited liability company; the comparable instruments for any other entity; any amendments to any of the foregoing and any supplementary agreements that affect or specify the rights of any partners, members or other equity holders of any such entity.

All notices or other communications which any party hereto may be required or desire to give to the 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 or (ii) express mail or courier (for either same day or next business day delivery). A notice or other communication sent in compliance with this provision shall be deemed given and received on (a) the third business day following the date it is deposited in the U.S. mail or (b) the date it is delivered to the other party’s address if sent by express mail or courier. All notices and other communications to Epstein, CCP LP or CCPM LLC shall be addressed to such party at the address for such party set forth on the first page of this letter agreement; all notices and other communications to Zwirn shall be addressed to such party at the address for such party set forth on the signature page of this letter agreement; and all notices and other communications to the Agent shall be sent to _____ or to such other person designated as “Agent” by written notice executed by both Epstein and Zwirn and delivered to CCP LP and CCPM LLC (the “Agent”) at _____. Any party may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other parties hereto in the manner provided in this provision. Epstein and Zwirn may change the address of the Agent for notices and other communications hereunder by written notice signed by each of Zwirn and Epstein given to CCP LP and CCPM LLC in the manner provided in this provision.

This letter agreement constitutes the entire agreement of Epstein, CCP LP, CCPM LLC and Zwirn with respect to the subject matter hereof, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. Any previous agreement by or among the parties hereto with respect to such subject matter is superseded by this letter agreement.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York. Zwirn is an intended third party beneficiary of this letter agreement. This letter agreement may be executed in multiple counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single letter agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this letter agreement.

[Remainder of page intentionally left blank. Signature page follows.]

Very truly yours,

JEFFREY EPSTEIN

Agreed and acknowledged:

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:

Title:

CORBIN CAPITAL PARTNERS MANAGEMENT, LLC

By: Corbin Capital Partners Asset Management, LLC, its managing member

By: _____

Name:

Title:

DANIEL B. ZWIRN

Address: c/o Zwirn Family Interests, LLC
595 Madison Ave., 33rd Floor
New York, NY 10022

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