

## SETTLEMENT AND RELEASE AGREEMENT

THIS AGREEMENT ("the **Agreement**"), dated as of August 1, 2011, (the "**Effective Date**"), is made and entered into among (a) Glenn Dubin; and (b) Jeffrey Epstein, and Jeepers, Inc., a U.S. Virgin Islands Corporation, (collectively, the "**Epstein Parties**") (together with Glenn Dubin, the "**Parties**").

WHEREAS Glenn Dubin is Chief Executive Officer of Highbridge Capital Management LLC ("**Highbridge**"), a Delaware limited liability company and an indirect subsidiary of JPMorgan Chase & Co. ("**JPMorgan**"), and a member of Dubin & Swieca Asset Management, LLC ("**DSAM**"), a Delaware limited liability company;

WHEREAS certain of the Epstein Parties have been or are owners of interests (the "**Epstein Interest**") in the D.B. Zwirn Special Opportunities Fund, L.P. (the "**Onshore Fund**") (now known as the Fortress Value Recovery Fund I LLC);

WHEREAS until 2007 DSAM owned a non-controlling interest in D.B. Zwirn & Co., L.P., which was the investment manager of the Onshore Fund;

WHEREAS beginning in 2006 the Epstein Parties made requests to redeem their interests in the Onshore Fund which were rejected by the Onshore Fund and/or D.B. Zwirn & Co., L.P.;

WHEREAS the Epstein Parties brought counterclaims and third-party claims against the Onshore Fund, its former managers, its successor manager, and Daniel B. Zwirn, in an arbitration styled Fortress VRF I LLC et al. v. Jeepers, Inc., JAMS Reference Number 1425006537, in the Judicial Arbitration and Mediation Service ("**JAMS**"), before Judge Anthony J. Carpinello (the "**Arbitration**"), which include allegations referencing Glenn Dubin, his role in introducing the Epstein Parties to the Onshore Fund, and his involvement in discussions relating to the Epstein Parties' redemption requests;

WHEREAS Glenn Dubin is the owner of an interest in the Onshore Fund which was valued by Fortress VRF I LLC, the successor manager of the Onshore Fund at approximately \$3,228,363 million as of June 30, 2011 (the "**Dubin Interest**"), Onshore Fund Entity Identification 00001678;

WHEREAS the Parties desire to resolve any and all potential claims, issues and disputes relating to the Epstein Interest or the Onshore Fund;

NOW, THEREFORE, the Parties agree as follows:

portion thereof) after the Effective Date, and (ii) the fair market value of any distributions made in kind by the Onshore Fund in respect of the Dubin Interest, valued at the time of distribution by the Onshore Fund in accordance with Sections 7.2 and 12.3 of the Limited Liability Company Agreement of the Onshore Fund).

(ii) Following payment by Glenn Dubin of the Backstop Payment, Jeepers, Inc., shall pay, deliver, or transfer to Glenn Dubin, within five business days of actual receipt of any distribution of any nature from the Onshore Fund with respect to the Dubin Interest on or after the Backstop Date (each, a **"Retained Distribution"**):

(A) if such Retained Distribution is in cash, an amount equal to (and in the same currency as) such Retained Distribution actually received by Jeepers, Inc.; or

(B) if such Retained Distribution is of property other than cash, such assets actually received by Jeepers, Inc., in the same form as such Retained Distribution was made by the Onshore Fund;

until the sum of such Retained Distributions (including, the fair market value of any distributions made in kind by the Onshore Fund in respect of the Dubin Interest, valued at the time of distribution by the Onshore Fund in accordance with Sections 7.2 and 12.3 of the Limited Liability Company Agreement of the Onshore Fund) is equal to the Backstop Payment. Thereafter, Jeepers, Inc. shall have no obligation to pay, deliver, or transfer to Glenn Dubin any further distributions from the Onshore Fund with respect to the Dubin Interest.

(c) In order to allow Glenn Dubin to ascertain the sum of all distributions (which shall include, for the avoidance of doubt, (X) the value of any income or withholding taxes withheld by the Onshore Fund in respect of the Dubin Interest for any tax period (or portion thereof) after the Effective Date, and (Y) the fair market value of any distributions made in kind by the Onshore Fund in respect of the Dubin Interest, valued at the time of distribution by the Onshore Fund in accordance with Sections 7.2 and 12.3 of the Limited Liability Company Agreement of the Onshore Fund) received by Jeepers, Inc. as of September 30, 2014 for the purposes of Section 2(b) of this Agreement, Jeepers, Inc. shall provide notice to Glenn Dubin of all distributions received by it within five business days; provided, however, Jeepers shall provide notice to Glenn Dubin of any distributions received by it at any time during the month of September 2014 within twenty-four hours of receipt. With respect to any distributions received by Jeepers, Inc. after September 30, 2014, Jeepers, Inc. shall provide notice to Glenn Dubin of all distributions received by it within five business days; provided,