

## CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is effective as of June 1, 2005, between Highbridge Capital Management, LLC, a Delaware company (the "Company") with its principal office at 9 West 57th Street, 27th Floor, New York, New York 10019, and Financial Trust Company, Inc., a United States Virgin Islands corporation ("Consultant"), with its principal office at 6100 Red Hook Quarter, Suite B-3, St. Thomas, U.S.V.I. 00802.

In consideration of the mutual promises in this Agreement, the parties hereto agree as follows:

### I. ENGAGEMENT

(a) The Company hereby engages Consultant, and the Consultant hereby accepts the engagement by the Company, to provide the Consulting Services (as hereinafter defined) to the Company, upon, subject to and in accordance with the terms, conditions and other provisions set forth in this Agreement. For purposes of this Agreement, the "Consulting Services" shall mean those certain consulting services from time to time requested by the Company as are identified on Schedule A hereto. The Consultant will assign Jeffrey Epstein to perform all of the services contemplated herein.

(b) In performing its obligations hereunder, the Consultant shall at all times act in what it reasonably believes to be in the best interests of the Company and in accordance with the highest standards of professional conduct and integrity. Except for gross negligence, bad faith or willful misconduct, or violation of applicable law, neither the Consultant nor any of its shareholders, officers, directors, employees, attorneys or agents shall be liable hereunder or otherwise for any action performed or omitted to be performed or for any errors of judgment in connection with the Consultant's performance of this Agreement. In no event shall the Consultant be liable to the Company for any lost profits or any indirect, consequential, special, incidental, and/or punitive damages of any kind or nature whatsoever.

(c) It is understood and agreed that the Company may accept or reject any advice given by the Consultant. It is understood and agreed that the Company may arrange for or engage other persons or entities to perform the same work that Consultant performs hereunder. In no event shall the Consultant have any liability to the Company based upon the Company's failure to follow any advice given by the Consultant or the Company's following advice given to the Company by any person or entity other than the Consultant. Neither the Company's failure to follow any advice given by the Consultant, nor the engagement of any other advisors or consultants by the Company, whether or not for compensation, shall relieve the Company of its obligation to pay the fees due to the Consultant hereunder.

(d) It is understood that the Consultant now performs and, throughout the Term, may perform financial and other consulting services, without limitation, those similar to the Consulting Services, for various clients other than the Company. The