

breaching party hereto. In addition, the Company will have "Good Cause" to terminate this Agreement in the event of the death or disability of Jeffrey Epstein.

(d) Sections IV and V of this Agreement shall survive the termination of this Agreement.

III. COMPENSATION

(a) **Payments.** As compensation for all services to be rendered by Consultant pursuant to this Agreement and for the covenants and agreements of Consultant contained herein, the Company agrees to pay the Consultant a fee of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the "Consulting Fee"). The Consulting Fee shall be payable annually in five (5) equal installments of Four Hundred Fifty Thousand dollars (\$450,000) per annum. The first such installment shall be paid as soon as practicable after the execution of this Agreement by the parties hereto upon presentation by the Consultant to the Company of an invoice therefor, and each such subsequent installment shall be paid, upon presentation by the Consultant to the Company of an invoice therefor, on the 1st day of June in each subsequent year of the Term. Each invoice shall include a description of the services rendered to the Company by the Consultant. The Consultant will deliver to the Company an IRS Form W-9.

(b) In addition, the Qualified Funds (as hereinafter defined) will be permitted to be invested in collective investment vehicles managed by the Company or any affiliate thereof in an aggregate amount equal to 0.85% of the total amount of (i) assets from time to time under management in Highbridge Master L.P. ("HCC"), plus (ii) funds engaged in an individual strategy within HCC, on the same fee basis (including with respect to incentive fees, incentive allocations, management fees and administrative fees) upon which employees of the Company would be able to invest in such funds. For purposes of this Agreement, "Qualified Funds" means funds invested by (i) the Consultant, (ii) Jeffrey Epstein or (iii) any affiliate of the Consultant owned, directly or indirectly, by Jeffrey Epstein, in each such case which are invested for such investors and thus directly or indirectly for Jeffrey Epstein's own account. Consultant bears all responsibility for paying applicable state and federal income or other taxes with respect to any compensation paid to Consultant hereunder. Consultant hereby agrees to indemnify and hold the Company harmless from and against any and all losses, claims, suits or legal actions with respect to Consultant's legal employment or tax status.

(c) **Expenses.** The Company shall reimburse Consultant for all of the Consultant's reasonable out-of-pocket expenses properly incurred in connection with providing services under this Agreement. Such reimbursement shall be made upon submission to the Company of adequate and appropriate documentation of such costs and expenses.

IV. SOLICITATION

The Consultant acknowledges and recognizes that Consultant will have access to confidential and other proprietary information pertaining to the Company and its