

January 14, 2013

Mr. Jeffrey E. Epstein
President
Financial Trust Company, Inc.

Re: Estate Planning Service Letter

Dear Jeffrey:

You have been collaborating with the undersigned, Leon Black, regarding estate planning matters in respect of Mr. Black's assets and estate (the "Estate Planning"). The purpose of this letter agreement (this "Agreement") is to set forth the terms upon which you will continue to provide and implement services in connection with the Estate Planning to and for the benefit of Mr. Black.

1. Services to be Provided. You shall provide to Mr. Black services deemed appropriate by you and Mr. Black in connection with the Estate Planning (the "Services").

2. Fees. In consideration for providing the Services, Mr. Black shall pay to you a total of twenty two million five hundred thousand dollars (\$22,500,000), payable as follows: (i) five million dollars (\$5,000,000) in January of the calendar year 2013 on such day as Mr. Black shall determine in his sole discretion, (ii) ten million dollars (\$10,000,000) in February of the calendar year 2013 on such day as Mr. Black shall determine in his sole discretion, and (iii) seven million five hundred thousand dollars (\$7,500,000) on such day occurring in fourth quarter of the calendar year 2013 as Mr. Black shall determine in his sole discretion; provided, however, that Mr. Black shall be obligated to make the payments described in clauses (i), (ii), and (iii) only if after consulting with his legal and other advisors, Mr. Black, in his sole discretion, is satisfied with the efficacy of the Estate Planning. Also, in recognition of their mutual interest in the good work the Melanoma Research Alliance does, Mr. Black will make a donation of two million five hundred thousand dollars (\$2,500,000) to MRA in honor of Mr. Epstein during the fourth quarter of the calendar year 2013, subject to the same affirmation of efficacy.

3. Confidentiality. You agree that any and all information obtained in performing the Services will be held in strictest confidence and will not be used by you or disclosed to any person, except in the course of performing the Services in furtherance of the Estate Planning.

4. Miscellaneous. This Agreement and any disputes hereunder shall be governed by, construed and enforced in accordance with the laws of the State of New

York, other than principles of law that would apply the law of another jurisdiction. Any dispute arising out of or relating in any way to this Agreement shall be submitted to a confidential arbitration in New York, New York, administered by Judicial Arbitration & Mediation Services ("JAMS"), or its successor, in accordance with JAMS rules and procedures then in effect. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties hereto or their affiliates, written or oral, with respect to such subject matter. This Agreement may not be amended, waived, modified or supplemented other than in writing by both parties hereto. This Agreement (including the rights and obligations hereunder) shall not be assignable by either party except with the prior written consent of such other party hereto.

[Remainder of page intentionally left blank.]

If you are in agreement with the foregoing, please sign, date and return one copy of this Letter Agreement.

Very Truly Yours,



Leon Black

Agreed to and Accepted this
___ day of January 2013 :

Jeffrey Epstein

[Signature Page to Estate Planning Service Letter Agreement]

EFTA00298425