

CONFIDENTIALITY AGREEMENT

In order to enable the undersigned, Jeffrey E. Epstein, individually and as President of Southern Trust Company, Inc., with an address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802 (the "Recipient") to provide certain advice and services to Boris Nikolic, with an address at 1107 1st Avenue, Apartment 1502, Seattle, WA 98101 ("Nikolic"), to assist Nikolic with the negotiation of the terms of certain financial relationships between Nikolic and William H. Gates and affiliates thereof (the "Permitted Purposes"), it will be necessary for Nikolic to disclose certain confidential information designated as such by Nikolic regarding William H. Gates and affiliates thereof ("Confidential Information") to the Recipient, and in order to assure Nikolic that such Confidential Information will remain confidential, to induce Nikolic to disclose such Confidential Information to the Recipient and as an express condition of such disclosure by Nikolic to the Recipient, the Recipient acknowledges that the Recipient has been informed of the Recipient's obligations hereunder regarding the Confidential Information and that such obligations are a condition to the disclosure of the Confidential Information by Nikolic to the Recipient, and the Recipient hereby agrees as follows:

Section 1.

1.1 Confidential Information Shall Not Be Discussed. At all times hereafter, the Recipient will hold in the strictest confidence and will not, directly or indirectly, use, communicate, publicize, lecture upon, publish or in any manner disclose any Confidential Information, unless Nikolic has given his prior authorization in writing such use, communication, publicizing, lecturing, publication, or disclosure. Anything to the contrary notwithstanding hereunder, the Recipient shall be entitled to use, communicate or otherwise disclose Confidential Information without the authorization of Nikolic (a) as may be required by applicable law, rule or regulation, or in response to a valid subpoena, court order, or other request or directive of a court of competent jurisdiction or government authority, (b) to the Recipient's attorneys, accountants, advisers and employees with a need to know such information in connection with their services to the Recipient, provided that such individuals and/or entities agree to keep the Confidential Information confidential, or (c) as may be necessary to accomplish the Permitted Purposes. If and to the extent that I am required to produce or disclose Confidential Information pursuant to applicable laws, rules, regulations, subpoena, court order or order of government authority, I may do so without being in violation of this Agreement; provided that, to the extent permitted by applicable law, I have given prior written notice thereof to Nikolic so that the appropriate party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or Nikolic waives compliance with the provisions of this Agreement, I shall furnish only that portion of the Confidential Information that I am legally required to disclose and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

1.2 Return of Documents. Upon demand by Nikolic, the Recipient will deliver

to Nikolic any and all documents, written materials, notes, drawings, photographs, specifications and any other materials of any type or nature whatsoever (whether in written, photographic, electronic or other recorded form) which the Recipient received from Nikolic and which may constitute, include or disclose any Confidential Information, including all drafts, copies and electronic file copies of all or any part thereof. Anything to the contrary in this Section 1.2 notwithstanding, I will be able to retain such copies and/or electronic files as I may be required to maintain in accordance with applicable federal or state laws, rules and regulations.

1.3 Information That Is Not Confidential Information. Anything to the contrary notwithstanding provided in this Agreement, "Confidential Information" shall not include information, documents or any other materials: (a) that are within the possession or control of or known by the Recipient prior to disclosure of the same to the Recipient by Nikolic, (b) that are in the public domain or become generally available to the public through no fault of the Recipient at any time prior to or after disclosure of the same to the Recipient, (c) that, at any time prior to or after disclosure of the same to the Recipient, are received by the Recipient from a third party whose disclosure of the same is not in violation of any laws or obligations to Nikolic, or (d) that, prior to or after such disclosure, was or is independently developed by the Recipient without reference to or use of any Confidential Information disclosed by Nikolic to the Recipient.

Section 2. Review of Agreement. The Recipient acknowledges that the Recipient has read this Agreement, and that the Recipient has had the opportunity to review it and consult about it with the Recipient's own counsel if the Recipient so desires, before signing it.

Section 3. Equitable Relief. The Recipient acknowledges that the Confidential Information constitutes unique and confidential information of Nikolic and in the event of a breach or a threatened breach of this Agreement, Nikolic will be irreparably harmed and there will be no adequate remedy at law. Therefore, in addition to any and all other rights and remedies Nikolic may have, Nikolic shall be entitled to injunctive or other equitable relief in the event of a breach or threatened breach hereof and the Recipient hereby waives any right to assert as a defense that there is an adequate remedy at law.

Section 4. General Provisions.

4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands applicable to contracts executed, delivered and to be fully performed in such jurisdiction, without giving effect to the principles of conflicts of law.

4.2 Severability. If one or more of the provisions of this Agreement are deemed invalid or unenforceable by law, then the remaining provisions hereof will continue in full force and effect, without regard to the invalid or unenforceable provision or provisions hereof, as the provisions of this agreement are intended to be and shall be deemed severable.

4.3 Survival. The provisions of this Agreement shall survive and continue in

full force and effect, regardless of whether any agreement, understanding association or other relationship is hereafter created and/or hereafter terminated between Nikolic and the Recipient.

4.4 Binding Effect. This Agreement and all of the provisions hereof shall inure to the benefit of, and be enforceable by, Nikolic, his heirs, personal representatives, successors and assigns, and shall be binding upon the Recipient and the Recipient's heirs, personal representatives, successors and assigns.

4.5 Waiver. No waiver of any provision of this Agreement shall be valid unless expressly given in writing, signed by the party against whom such waiver is sought to be enforced, and specifying the specific instance and the specific purpose for which such waiver is given. Each such waiver, if any, shall be effective only for the specific instance and for the specific purpose for which it is given. No single waiver of any provision of this Agreement shall be deemed to be a continuing or subsequent waiver of such provision, unless expressly stated as such in writing by the party against whom such waiver is sought to be enforced. No waiver of any right or obligation under this Agreement shall be construed as a waiver of any other right or obligation.

4.6 Headings. The headings contained herein are for convenience only and shall not control or effect in any way the meaning or interpretation of the provisions hereof.

4.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding between Nikolic and the Recipient relating to the subject matter hereof and supersedes and merges all prior discussions between them relating to the subject matter hereof. No modification of, or amendment to, this Agreement will be effective unless in writing signed by the party to be charged therewith.

Signed: _____

Print

Name: Jeffrey E. Epstein, individually and for and

on

behalf of Southern Trust Company, Inc.

Date: _____

Address: 6100 Red Hook Quarter, B3
St. Thomas, USVI 00802