

DOCUMENT SUMMARY

To: Leon D. Black
From: Ada Clapp
Date: April 12, 2013
cc: Eileen Alexanderson, Jeffrey Epstein
Re: The Joshua Max Black 2011 Trust

Following is a summary of the agreement dated December 20, 2012 (the "Trust Agreement") creating the Joshua Max Black 2011 Trust (the "2011 Trust"). Carlyn McCaffrey and Elyse Kirschner of McDermott Will & Emery, LLP prepared the Trust Agreement. Josh is the Settlor of the 2011 Trust.

The 2011 Trust was funded by Josh with his right to receive payments under a promissory note issued to him from the Trustees of his separate trust under the Black 2011 Family Trust Agreement.

- I. Josh's Trust. During Josh's lifetime, the 2011 Trust will be held in a single trust for his benefit ("Josh's Trust"), as follows:
 - A. The Trust Advisor has broad discretion to direct the Trustees to pay Josh the income and principal of Josh's Trust for any purpose.
 - B. Josh's Trust will terminate upon his death and the remaining principal will be distributed as Josh appoints by Will to anyone (other than himself, his estate or the creditors of either). Any property Josh fails to appoint will be distributed to his descendants, or if none, to the descendants of his parents (you and Debra), subject in each case to a Beneficiary's Trust, described below.
- II. Trusts for Descendants. Any property of Josh's Trust payable to a descendant of Josh (or to a descendant of his parents, as the case may be) will be held in a separate "Beneficiary's Trust" for the benefit of such descendant (referred to as the Beneficiary with respect to his or her Beneficiary's Trust") and disposed of as follows:
 - A. The Trustees must distribute any income and principal of the Beneficiary's Trust that the Individual Trustees determine is needed for the Beneficiary's health, education, support and maintenance.
 - B. In addition, the Independent Trustees have broad discretion to distribute income and principal of the Beneficiary's Trust to the Beneficiary for any purpose.
 - C. The Independent Trustees are authorized to grant the Beneficiary the power at death to appoint the property of his or her Beneficiary's Trust.

- D. The Beneficiary's Trust will terminate upon the Beneficiary's death and any remaining principal will be distributed as the Beneficiary may appoint. Any property the Beneficiary fails to appoint will be distributed to the Beneficiary's descendants, or if none, to the descendants of the Beneficiary's nearest ancestor who was descended from you and Debra, or if none, to your and Debra's descendants, subject in each case to a Beneficiary's Trust.
- III. Remote Takers. Any property not effectively disposed of upon the termination of any trust under the Trust Agreement will be distributed to Josh's intestate heirs under Delaware law (other than you and Debra and determined as if Josh were unmarried).
- IV. Trustees/Trust Advisor.
- A. Trustees. You are the initial Trustee. Josh is disqualified from acting as a Trustee.
1. You (and after your death or disability Debra) may appoint additional and successor Trustees and may remove Trustees.
 2. After the death of the survivor of you and Debra, Josh may appoint additional and/or successor Trustees and may remove Trustees.
 3. After the death of the survivor of you, Debra and Josh, the Beneficiary if over age 35, may appoint additional and successor Trustees, including himself or herself, and may remove Trustees. The Independent Trustees can postpone these powers.
- B. Administrative Trustee. U.S. Trust Company of Delaware is the Administrative Trustee and has no involvement in investment or distribution decisions. Individual Trustees are responsible for investment decisions.
- C. Trust Advisor. Debra is the Trust Advisor. You (and after your death, Debra) may designate a successor Trust Advisor (other than yourself or an individual who is closely related to or employed by you). After the death of the survivor of you and Debra, Josh may designate a successor Trust Advisor. There may be only one Trust Advisor.
- D. Compensation.
1. U.S. Trust Company of Delaware will be compensated in accordance with its fee schedule.
 2. Additional or successor Trustees are entitled only to such compensation as is provided in the instrument appointing such Trustee.

3. Other Trustees (including you) are not entitled to compensation for acting as Trustee.

V. Tax Considerations.

- A. During Josh's lifetime, Josh's Trust will be a "grantor" trust as to Josh for income tax purposes. This means that Josh will be taxed on all income, including capital gains, generated in the trust.
- B. Because Josh retains certain powers and interests in the property transferred to the 2011 Trust, Josh's transfer was not a completed gift for gift tax purposes (so no gift tax was incurred when he created the Trust) and upon his death, the value of the trust principal will be included in his estate for estate tax purposes.

VI. Governing Law. Delaware law governs the trusts under the Trust Agreement.

IRS Circular 230 Disclosure: Pursuant to IRS Regulations, I inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used by any person or entity for the purpose of (i) avoiding tax related penalties imposed by any governmental tax authority or agency, or (ii) promoting, marketing or recommending to another party any transaction or matter discussed herein. I advise you to consult with an independent tax advisor on your particular tax circumstances.