

## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT is made as of June 5, 2013 by and between Black Family Partners, L.P. (the "Company") and Darren K. Indyke ("Adviser") (each a "Party" and together, the "Parties").

WHEREAS, the Company provides family office services to the Family.

WHEREAS, Adviser (i) is, or may be, providing advice or services to the Company or to one or more Family Members, either directly or through Adviser's association with Jeffrey Epstein or an entity affiliated with Jeffrey Epstein, or (ii) is being interviewed and considered by the Company for possible employment by the Company (each of (i) and (ii) an "Engagement"); and

WHEREAS, the Parties mutually acknowledge that, in connection with an Engagement and any negotiations or discussions which may develop as a result of an Engagement, certain Confidential Information relating to the Company, a Family Member or a Related Entity will be revealed to Adviser; and

WHEREAS, the Company desires, and Adviser is willing to agree, that Adviser keep and maintain such information confidential.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

1. Defined Terms. As used in this Agreement:

(a) Adviser. The term "Adviser" shall have the meaning set forth in the first paragraph of this Agreement.

(b) Company. The term "Company" shall mean Black Family Partners, L.P.

(c) Confidential Information. The term "Confidential Information" means any and all information, observations or data concerning:

(i) Liabilities, income, expenses, cash flow, creditors, debtors and any and all other financial matters, including, without limitation, estate planning, financial planning and insurance planning relating to the Company, the Family any Family Member or a Related Entity (each individually a "Protected Party" and collectively, the "Protected Parties").

(ii) The business or affairs of the Protected Parties, including, without limitation, all business information (whether or not in written form and including, without limitation, trade secrets, non-public intellectual property,

investment strategies, investment memoranda and research) which relates to any Protected Party, or other third parties in respect of which any Protected Party has a business relationship or owes a duty of confidentiality, unless such information has entered the public domain other than as a result of Adviser's acts or omissions in violation of this Agreement.

(d) Control. The term "Control" (including correlative meanings such as "Controlled by" or "under common Control with"), as used with respect to a Related Entity means the direct or indirect possession of the power to direct or cause the direction of the management or policies of such Related Entity whether through the ownership of voting securities, by contract or otherwise.

(e) Engagement. The term "Engagement" shall have the meaning set forth in the second WHEREAS clause of this Agreement.

(f) Family. The term "Family" (or when used with respect to a single individual or entity, "Family Member") shall mean (i) Leon D. Black, (ii) the spouse and lineal descendants of Leon D. Black, and (iii) all trusts, partnerships, corporations and other entities predominately owned or created by (or for the benefit of) one or more of Leon D. Black, his spouse, his lineal descendants, the spouses of such lineal descendants and charitable organizations.

(g) Parties. The term "Party" or "Parties" shall have the meaning set forth in the preamble.

(h) Related Entity. The term "Related Entity" shall mean an entity, that is directly (or indirectly, through one or more intermediaries) Controlled by, or under common Control with, the Company or one or more Family Members.

## 2. Confidentiality.

(a) Adviser agrees to take all necessary steps to retain the confidentiality of the Confidential Information, which shall be at least equal to those measures Adviser takes to protect his, her or its own highly confidential information.

(b) Adviser acknowledges that the Confidential Information obtained by Adviser pursuant to an Engagement is the property of the Protected Parties. Therefore, Adviser agrees that Adviser shall not disclose, disseminate or discuss any Confidential Information with any other person or entity or use for Adviser's own purposes any Confidential Information without the prior written consent of the Company, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Adviser's acts or omissions in violation of this Agreement. Adviser further agrees to use Confidential Information only for purposes of and in connection with an Engagement.

(c) In the event Adviser is required (by law, regulation, interrogatory, request for information or documents, court order, subpoena, administrative proceeding, inspection, audit, civil investigative demand or other legal, governmental or regulatory

process) to disclose any Confidential Information, Adviser may disclose such Confidential Information but only to the extent necessary to meet such requirement. Adviser shall, to the extent permitted by law, rule and regulation, notify the Company prior to such disclosure by Adviser so that the Protected Parties may seek a protective order or other appropriate remedy.

3. Return of Confidential Information. If at any time (whether during, or following the termination of, the Engagement) the Company makes written request for the return of Confidential Information, Adviser will promptly return the Confidential Information (together with all copies or reproductions, electronic or otherwise, thereof) to the Company.

4. Destruction of Confidential Information. Upon the Company's written request (whether during, or following the termination of, an Engagement), the Adviser will destroy, and cause its agents and representatives to destroy, all Confidential Information (including all copies or reproductions, electronic or otherwise, thereof), except as required to be maintained by law.

5. Breach. The Parties hereby mutually acknowledge that a breach of this Agreement by Adviser would cause irreparable damage to the Protected Parties for which no remedy at law would be adequate and, accordingly, in addition to any other remedy (which in no way is hereby limited), each of the Protected Parties shall be entitled to injunctive relief in a court of competent jurisdiction to enforce the terms of this Agreement.

6. No Waiver. If in one or more instances either of the Parties fails to insist that the other Party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such Party of any past, present or future right granted under this Agreement and the obligation of both Parties under this Agreement shall continue in full force and effect.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters referred to herein, and no other agreement, oral or otherwise, shall be binding between the Parties unless it is in writing and signed by the Party against whom enforcement is sought. There are no promises, representations, inducements or statements between the Parties other than those that are expressly contained herein.

8. Governing Law; Interpretation. This Agreement shall be governed by the laws of the State of New York, and the validity, interpretation, construction, and performance of this Agreement in all respects shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

9. Headings. Headings to paragraphs in this Agreement are for the convenience of the Parties only and are not intended to be part of or to affect the meaning or interpretation hereof.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and subsequently any person or entity which succeeds to the interests of the Parties (including their heirs, personal representatives, successors and assigns). This Agreement shall also inure to the benefit of the Protected Parties, their heirs, personal representatives, successors and assigns. The persons signing this Agreement represent that they are authorized and empowered to so sign and to bind the Parties and their heirs, personal representatives, successors and assigns, as the case may be, to the terms of this Agreement.

11. Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect to the fullest extent permitted by law. Adviser agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of this Agreement (whether in whole or in part) is void or constitutes an unreasonable restriction against Adviser, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as such court may determine constitutes a reasonable restriction under the circumstances.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and Adviser has hereunto set his hand as of the day and year first above written.

**BLACK FAMILY PARTNERS, LP**

By: BLACK FAMILY GP, LLC

By: \_\_\_\_\_

Leon D. Black, Sole Manger

\_\_\_\_\_  
Darren K. Indyke