

**SOUTHERN TRUST COMPANY, INC.**  
**6100 Red Hook Quarter, B3**  
**St. Thomas, USVI 00802**

May 28, 2013

Laura LaForgia  
Marks Paneth & Shron LLP  
685 Third Avenue  
New York, NY 10019

Alan J. Dlugash  
Alan J. Dlugash, LLC  
600 Third Avenue  
New York, NY 10017-6701  
Re: Consulting Services

Dear Ms. LaForgia and Mr. Dlugash:

The undersigned, Southern Trust Company, Inc., a Virgin Islands corporation ("STC"), has engaged Marks Paneth & Shron LLP (to provide consulting services, as specifically requested by STC from time to time (the "Consulting Services"), and You have agreed to provide the Consulting Services, subject to certain restrictions contained in this letter. It is understood that Marks Paneth & Shron LLP has an exclusive consulting relationship with Alan J. Dlugash who will provide services to STC through Marks Paneth & Shron LLP. Marks Paneth & Shron LLP and Alan J. Dlugash are collectively referred as "You" in this agreement. For purposes of this Agreement, all references to STC include all directors, officers, shareholders, associates, employees, agents, and other representatives of STC, and all references to You include all members, managers, partners, officers, directors, associates, employees, agents, and other representatives of your respective firms.

1. You understand and agree that in connection with the Consulting Services, STC may disclose to you certain confidential and proprietary information regarding STC, as well as its clients and business associates, including, without limitation, (a) Jeffrey Epstein and affiliated trusts, partnerships, limited partnerships, and limited liability companies of, and any other entities affiliated with Mr. Epstein, (b) Leon Black and affiliated trusts, partnerships, limited partnerships, and limited liability companies of, and any other entities affiliated with Mr. Black, including all entities which include in their legal name the word "Apollo" which are affiliated with Mr. Black, and also including, Mr. Black's wife, Debra Black, and all of Mr. Black's children; (c) Mortimer Zuckerman and affiliated trusts, partnerships, limited partnerships, and limited liability companies of, and any other entities affiliated with Mr. Zuckerman, and (d) Bill Gates and affiliated trusts, partnerships, limited partnerships, and limited liability companies of, and any other entities affiliated with Mr. Gates (collectively, "Clients").

2. You agree that any and all of the following information, written materials and

electronic materials concerning STC and/or any or all of its Clients obtained or created by you in performing the Consulting Services will be considered to be "Confidential Information":

(a) Any and all information, written materials or electronic materials of any type which is commonly considered of a personal nature and includes, but is not limited to, information (whether in oral, written, photographic, electronic or other recorded form) regarding the identities of; contact information of; personal characteristics of; physical descriptions of; non-business activities of; personal assets of; personal records of; personal plans of; personal lifestyles of; relationships of; friends of; relatives of; individuals who associate with or who are invited to associate with; and any other information of a similar nature about; any of STC and any of the Clients.

(b) Any and all information, written materials or electronic materials of any type which is commonly considered of a confidential nature and includes, but is not limited to, any information (whether in oral, written, photographic, electronic or other recorded form) regarding the existence, identities, contact information, and business records of; the business plans of; mechanized or nonmechanized systems of accounting of; methods of doing business of; vendor information (including, without limitation, existence, identities, contact information, records, fees, and disbursements of, and services and materials provided by, any and all vendors, contractors, consultants, and professional advisors) of; confidential business lists and other proprietary data of; assets of; investment strategies, transactions, records, procedures and history of; financial records of; the skills, business activities, compensation and financial net worth of; and any other information of a similar nature about; any of STC or any of the Clients.

(c) Any and all copyrights, trademarks, trade secrets and other proprietary algorithms, formula, structures, plans, information and materials previously or hereafter prepared by, for, on behalf of, with the assistance of, under the direction or supervision of, or at the request of, STC in connection with the provision of the Consulting Services;

(d) Any and all technical data or written material in connection with the Consulting Services, including all designs, plans, illustrations, specifications, flow charts, diagrams, manuals, memoranda, opinions, documentation;

(e) Any and all know-how or techniques previously or hereafter formulated by, for, on behalf of, with the assistance of, under the direction or supervision of, or at the request of, STC in connection with the Consulting Services;

(f) Any and all inventions, discoveries, integrations, software, object codes, source codes, software and future modifications, enhancements or improvements in connection with the Consulting Services previously or hereafter prepared by, for, on behalf of, with the assistance of, under the direction or supervision of, or at the request of, STC; and

(g) Anything which is based on or derived from any part of anything described in clauses (a) through (f) above.

3. Confidential Information does not include, information which (a) is or becomes generally available to the public other than as a result of disclosure by You or your representatives, (b) was available to You on a non-confidential basis prior to its disclosure by

either party or (c) becomes available to You on a non-confidential basis from a person who is not bound by a confidentiality agreement with either party or any of its representatives, or is not otherwise prohibited from transmitting the information to you.

4. You agree that all Confidential Information will be held in strictest confidence and will not be used by You, except in the course of performing the Consulting Services. All communications between STC and You related in any way to the Consulting Services shall be regarded as Confidential Information and made solely for the purpose of providing Consulting Services to STC. You agree that, except as authorized by STC, during and after the period of this retention, you will not disclose to any person or entity any such Confidential Information obtained by or created by you in connection with the Consulting Services.

5. If You or any of your representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, STC may wish to seek a protective order or other appropriate remedy and You agree to cooperate with STC in seeking a protective order or other appropriate remedy. If legally permissible, You agree in the event of any such request or requirement that You will provide STC, as promptly as the circumstances reasonably permit, with notice of such request or requirement and, unless a protective order or other appropriate relief is previously obtained, the Confidential Information, subject to such request or requirement, may be disclosed in accordance with the terms of such request or requirement, provided that You shall have received an opinion from your counsel that such disclosure is legally required and You shall use your reasonable best efforts to limit any such disclosure to the precise terms of such request or requirement. Notwithstanding anything to the contrary, all Confidential Information disclosed pursuant to this paragraph shall still be deemed Confidential Information for all purposes and shall not fall within the above listed exceptions to the definition of Confidential Information.

6. You agree that: (i) all Confidential Information (other than that which is in the public domain) constitutes trade secrets of STC within the meaning of the Uniform Trade Secrets Act (the "*Trade Secrets*"); (ii) STC has a proprietary interest in, has invested substantial amounts of money to develop and will continue to invest substantial amounts of money to maintain the Trade Secrets; (iii) STC has implemented procedures to maintain the confidentiality of the Trade Secrets; (iv) STC's competitors would obtain unfair economic and competitive advantages if the Trade Secrets were divulged; (v) STC would suffer irreparable and continuing injury if the Trade Secrets were disclosed; and (vi) the Trade Secrets form an integral part of STC's business. You agree that STC has the exclusive proprietary, ownership and use rights in and to all the Trade Secrets.

7. For so long as You shall hereafter provide any Consulting Services to, for or at the request of STC, and for a period of ten (10) years after the date on which you last shall have provided any Consulting Services to, for or at the request of STC (the "Restriction Period"), each of You agrees that, other than in connection with providing the Consulting Services to STC or except with the express prior written consent of STC, none of You shall directly or indirectly (whether as a officer, director, manager, member, partner or employee or agent of, or independent contractor to, any Client, or to any third party that undertakes to provide advice or services to any Client), provide any services or advice of any nature whatsoever to any of the Clients, whether or not similar to any Consulting Services hereafter provided by, for or at the request of STC; nor shall any of You, whether by use or disclosure of any Confidential Information or any Trade Secrets, or otherwise, facilitate or enable any other person or entity to provide any such services or advice to any of the Clients. Without in any way

limiting the foregoing, during the Restriction Period, except with the express prior written consent of STC, none of You, either directly or indirectly, shall maintain any of the Clients as a client, accept compensation or remuneration of any form or nature whatsoever from any Client, provide any advice or service of any form or nature whatsoever to any Client, or communicate in any manner whatsoever with any Client. For purposes hereof, the term "Client" includes, without limitation, any principal, director, officer, shareholder, manager, member, partner, trustee, beneficiary, employee, agent or other representative of any Client.

8. You acknowledge and agree that if any of You breach any provisions contained in this Agreement, it shall cause damage of an irreparable and continuing nature to STC, for which money damages will not provide adequate relief. Therefore, in addition to any money damages to which STC may be entitled, STC also is entitled to seek injunctive relief (including, but not limited to, immediate entry of a temporary restraining order) from a court of competent jurisdiction to prohibit the continuing breach of the applicable provisions. STC shall have the right to seek such relief without having to prove any damages or post any bond.

9. This Agreement and any disputes hereunder shall be governed by, and construed and enforced in accordance with, the laws of the United States Virgin Islands.

10. This Agreement may not be amended, modified or supplemented other than in writing signed by all the parties hereto.

11. Any waiver of any provision hereof must be in writing and shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12. If any of the covenants, terms, conditions or provisions of this Agreement are held invalid for any reason, such invalidity shall not affect the other covenants, terms, conditions and provisions hereof which can be given effect without the invalid covenant, term, condition or provision, as the covenants, terms conditions and provisions of this Agreement are intended to be and shall be deemed severable.

13. 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. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart hereof or by e-mailing a PDF version of a signed signature page or counterpart hereof, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart hereof.

14. This Agreement shall be deemed to have been prepared, and negotiations shall be deemed to have occurred in connection with such preparation, pursuant to the joint efforts of all of the parties to this Agreement. This Agreement therefore shall be construed simply and fairly and not strictly for or against any party to this Agreement.

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

Very Truly Yours,

SOUTHERN TRUST COMPANY, INC.

By: \_\_\_\_\_  
Jeffrey Epstein

Agreed to and Accepted this  
\_\_\_ day of May, 2013:

MARKS PANETH & SHRON, LLP

By: \_\_\_\_\_  
Laura LaForgia, Partner

  
\_\_\_\_\_  
ALAN J. DLUGASH