

February __, 2013

Jeffrey Epstein, President
Southern Trust Company, Inc.
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802

Re: Estate Planning Service Letter

Dear Jeffrey:

You, on behalf of Southern Trust Company, Inc., a Virgin Islands corporation (“STC”), have been collaborating with the undersigned, Leon Black (“Mr. 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, on behalf of STC, will continue to provide and implement services in connection with the Estate Planning to and for the benefit of Mr. Black. The Services you provide to Mr. Black may also relate to his wife, Mrs. Debra Black, and their children, as well as the respective heirs, issue, personal representatives, and affiliated trusts, partnerships, limited partnerships, and limited liability companies of, and any other entities affiliated with, any of Mr. Black, Mrs. Black or any of their children (collectively, “Affiliates”).

1. Services to be Provided. STC 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 STC a total of twenty-three million five hundred thousand dollars (\$23,500,000), due payable as follows: (i) fifteen million dollars (\$15,000,000) shall be due and payable on February 11, 2013, and (ii) eight million five hundred thousand dollars (\$8,500,000) shall be due and payable on October 15, 2013; provided, however, that Mr. Black shall be obligated to make the payments described in clauses (i) and (ii) 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. All payments shall be made by wire transfer to STC’s account in accordance with wire transfer instructions provided by you to Mr. Black.

3. Confidentiality. You and STC 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 STC or disclosed to any person, except in the course of performing the Services in furtherance of the Estate Planning.

4. Disclaimer of Representations, Warranties and Guarantees. Mr. Black, for and on behalf of himself, and for and on behalf of his Affiliates, hereby acknowledges and agrees as follows:

(a) Neither you nor STC (for purposes of this Section 4 and Sections 5 and 6 hereof, the terms “you” and “STC” being deemed to include all employees, representatives, agents, and entities affiliated with you and/or STC) has any authority to, nor shall you or STC, bind Mr. Black or any of his Affiliates, in contract or otherwise, or make any decisions or take any actions whatsoever on behalf of Mr. Black or any of his Affiliates under this Agreement, and neither you nor STC is serving in any fiduciary capacity whatsoever to, for or on behalf of Mr. Black or any of his Affiliates.

(b) The use of any and all information and materials obtained in connection with the Services is at the sole risk of Mr. Black and his Affiliates, and each of Mr. Black and each of his Affiliates assumes the full risk and responsibility for any and all actions and decisions taken, or omitted to be taken, by or on behalf of Mr. Black or such Affiliates in connection with the Services and any and all information and materials obtained in connection with the Services.

(c) The Services are provided without warranty of any kind, and each of you and STC hereby expressly disclaim all representations, warranties, and guarantees with respect to the Services and all information and materials provided by you and STC in connection therewith, whether express or implied or statutory, including, but not limited to, the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose and of accuracy.

(d) Neither you nor STC will under any circumstances be liable to Mr. Black or any of his Affiliates for any loss that Mr. Black or any of his Affiliates may incur as a result of any decisions or actions taken, or omitted to be taken, in connection with the Services and any and all information or materials obtained in connection with the Services.

(e) In no event shall you or STC be liable for any injury, or any incidental, special, indirect or consequential damages whatsoever, arising out of or related to the Services or the use or failure to use any information or materials provided in connection with the Services, however caused, regardless of the theory of liability (contract, tort or otherwise), and even if you or STC has been advised of the possibility of such damages.

5. Indemnification. (a) Mr. Black agrees to indemnify you and STC and hold you and STC harmless from and against any and all claims, liabilities, losses, damages, costs, fees and expenses (including, without limitation, reasonable attorneys’ fees and disbursements, but excluding the ordinary business and operating expenses incurred by STC in performing the Services) arising out of, or relating to, or connected with the Services (except for any claim, liability, loss, damage, cost, fee or expense arising out of, or resulting from, any action or failure to act by you or STC that constitutes fraud, bad faith or willful misconduct on the part of you or STC).

(a) You and/or STC, as the case may be, shall advise Mr. Black of any such claims, liabilities, losses, damages, costs, fees or expenses promptly after receipt of notice thereof, specifying, to the extent known, the facts constituting the basis therefor and the amount asserted to be owed with respect to the same; provided, however, that your right to indemnification hereunder shall not be limited by your failure to promptly advise Mr. Black of any such liability or claim, except to the extent that Mr. Black is materially prejudiced by such failure.

(b) The coverage of the indemnification and hold harmless provided for in this Section 5 includes, without limitation, claims, liabilities, losses, damages, fees, costs and expenses (including reasonable attorneys' fees and disbursements) in connection with claims, causes of action or liabilities asserted against you and/or STC by any of Mr. Black and/or any of his Affiliates arising out of, relating to, or connected with, the Services. The indemnification provided in this Section 5 shall survive the death, disability or incompetency of Mr. Black and shall be binding upon his estate and his personal representatives. Mr. Black's indemnification obligations under this Section 5 shall constitute a contingent obligation of Mr. Black's estate for the satisfaction of which adequate provision shall be made in Mr. Black's will, trusts and other Estate Planning documents until such time as all applicable Statutes of Limitation with respect to the Services have run. In addition, Mr. Black shall include in all applicable wills, trusts and other Estate Planning documents a provision that requires any and all of his Affiliates that are beneficiaries thereunder, prior to receiving any payments thereunder, to execute a written instrument to release and hold harmless you and STC from and against any and all claims, causes of action, liabilities, losses, damages, fees, costs and expenses arising out of, relating to, or connected with, the Services, and that subjects such payments under such wills, trusts and other Estate Planning documents to forfeiture and repayment in the event that such Affiliates attempt to assert any released claims against you and/or STC.

(c) Mr. Black may, at his option, assume and take over the control of the defense and settlement of any such liability or claim, at his sole cost and expense with counsel of his choice (subject to any reasonable objections to such choice of counsel asserted by you and STC); provided, that Mr. Black shall not be entitled to assume or control the defense of a liability or claim if the interests of you and/or STC, on the one hand, and of Mr. Black or any of his Affiliates, on the other hand, with respect to such liability or claim are in conflict with one another and, as a result, one firm or attorney could not represent both your interests and the interests of Mr. Black or such Affiliates, in connection with such claim. If Mr. Black assumes the defense of such liability or claim, you and STC may participate in the settlement or defense thereof, at your sole expense through counsel chosen by you, and, if you participate, control of the defense and settlement thereof shall be subject to the mutual agreement of all parties participating in such defense. Neither you nor STC nor Mr. Black may pay, settle or compromise any liability or claim for which you may claim an indemnification right hereunder without the prior consent of all the parties participating in the defense of such liability or claim. Each of you, STC and Mr. Black shall act towards each other in good faith in responding to, defending against, settling or otherwise dealing with any such claim or liability, and reasonably cooperate with each other in any such defense and give each other reasonable access to all information relevant thereto.

6. No Investment Advice. Mr. Black, for and on behalf of himself, and for and on behalf of his Affiliates, acknowledges and agrees that in connection with the Services, neither you nor STC are acting in any way as an “investment advisor”, as such term is defined in and interpreted in accordance with the provisions of the Investment Advisors Act of 1940, as amended, the regulations promulgated thereunder, and the interpretive releases issued in connection therewith, and neither you nor STC are holding yourself out in any way whatsoever as being engaged in any business which directly or indirectly provides advice, recommendations, publications, writings, reports or analyses regarding any matter or thing which might cause you to be deemed an “investment advisor” as such term is so defined. Mr. Black, for and on behalf of himself, and for and on behalf of his Affiliates, further acknowledges and agrees that no part of the Services constitutes any advice, recommendations, publications, or writings whatsoever regarding: (a) the value of securities or the advisability of investing in, purchasing, or selling securities, (b) the relative advantages or disadvantages of investing in securities in general as compared to other investments; (c) any other matters relating to any specific securities or securities in general; (d) the selection of investment managers, or investment funds or entities; or (e) the allocation of certain percentages of assets to specific classes of securities, investment funds, or investment managers; or (f) any other activities matters similar to those set forth in clauses (a) through (e) above.

7. **Notices.** All notices, requests, permissions or other communications which any party hereto may be required or desire to give to any other party hereto under this Agreement must be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (b) telecopy, facsimile or email (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid), or (c) express mail or courier (for either same day or next Business Day delivery). A notice or other communication sent in compliance with the provisions of this Section 7 shall be deemed given and received on (x) the third (3rd) Business Day following the date it is deposited in the U.S. mail, (y) the date of confirmed dispatch if sent by facsimile, telecopy or email (provided that a copy thereof is sent by mail the same day in the manner provided in clause (b) above), or (z) the date it is delivered to the other party’s address if sent by express mail or courier.

All notices, requests, permissions and other communications to you and STC shall be addressed to:

Southern Trust Company, Inc.
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802
Facsimile No.: [REDACTED]
email: [REDACTED]
Attention: Mr. Jeffrey E. Epstein, President

with a copy to (which shall not constitute notice to Seller):

Darren K. Indyke, Esq.
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, NY 10022
Facsimile No.: [REDACTED]
email: [REDACTED]

All notices, requests, permissions and other communications to Mr. Black shall be addressed to:

Apollo Management
9 West 57th Street, 43rd Floor
New York, NY 10019
Facsimile No.: [REDACTED]
email: [REDACTED]

Attention: Mr. Leon Black

with a copy to (which shall not constitute notice to Seller):

Any party hereto may designate another addressee or change his, her or its address for notices and other communications hereunder by a notice given to the other parties hereto in the manner provided in this Section 7.

8. Miscellaneous. This Agreement and any disputes hereunder shall be governed by, construed and enforced in accordance with the laws of the United States Virgin Islands, without application of 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 among 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 all the parties hereto. This Agreement (including the rights and obligations hereunder) shall not be assignable by any party except with the prior written consent of the other parties hereto.

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 February 2013 :

SOUTHERN TRUST COMPANY, INC.

By: _____
Jeffrey Epstein

JEFFREY EPSTEIN