

# Labaton Sucharow

## Consulting Agreement by and between Labaton Sucharow & Rudoff LLP and Gérard Sillam

This Agreement ("Agreement") dated and effective as of the date below and upon full execution hereof, by and between Gérard Sillam and Labaton Sucharow & Rudoff LLP, a New York limited liability partnership ("Labaton Sucharow"), is hereby entered for and in consideration of the mutual premises stated herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged by the parties hereto, and the parties agree as follows:

Gérard Sillam shall provide to Labaton Sucharow his personal assistance and expertise, in directly or indirectly facilitating Labaton Sucharow's representation of foreign institutional investors who, as the result of Gérard Sillam's efforts become clients of Labaton Sucharow ("Client(s)"), and consulting on behalf of Labaton Sucharow in relation thereto. This agreement is a personal services contract, and Labaton Sucharow is specifically relying on and entering into this Agreement in reliance on the ability of Gérard Sillam to draw upon his personal contacts and relationships with potential clients and others with relationships to potential clients and to otherwise perform his duties to the best of his abilities and to use best efforts to provide the stated services and promote the success of such efforts.

Labaton Sucharow shall also pay to Gérard Sillam all reasonable out-of-pocket expenses that are directly related to the performance of the above referenced services provided so long as Labaton Sucharow is within sixty (60) days thereof provided with reasonable evidence of such expenditures.

Now therefore, the parties hereto agree as follows:

With respect to Funds with assets invested in U.S. securities in excess of \$2 Billion:

(a) Labaton Sucharow will pay to Gérard Sillam a maximum success fee of \$30,000 if an exclusive engagement letter is obtained in favor of Labaton Sucharow to monitor Client's portfolio which includes Labaton Sucharow having regular access to the Client's portfolio. For Funds with assets with less than \$2 billion and more than \$1 billion, the success fee will be reduced pro rata. For instance, for a fund with \$1 billion in US equity securities, the success fee will be \$15,000, one half of the success fee for a fund with \$2 billion or more in US securities; and

(b) Labaton Sucharow will pay an additional success fee paid Gérard Sillam in the event that Client is appointed Lead Plaintiff as defined by the Private Securities Litigation Reform Act of 1995 ("PSLRA") and Labaton Sucharow is appointed Lead Counsel as defined by the PSLRA. In the event that Labaton Sucharow is appointed sole Lead Counsel there will be a minimum success fee paid of \$65,000.00. In the event that Labaton Sucharow is appointed co-Lead Counsel there will be a minimum success fee paid of \$30,000.00. The parties agree that they will negotiate in good faith a higher success fee if, under the facts and circumstances of the particular case, it is warranted.

Labaton Sucharow also agrees to make payment to Gérard Sillam in the amount of \$6,000 during each month while this agreement is in force. Such payments shall be considered an advance





Mr. Gérard Sillam  
April 25, 2006  
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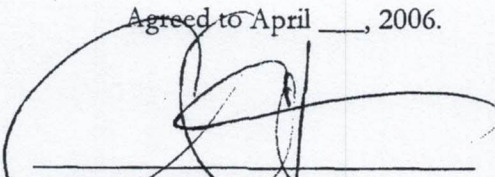
against success fees earned by Gérard Sillam pursuant to above paragraphs (a) or (b) and will reduce on a dollar for dollar basis subsequent payments made by Labaton Sucharow (if any) under (a) or (b). However, in the event that the obligation by Labaton Sucharow to pay success fees under either (a) or (b) above is not triggered, the monthly payments under this paragraph shall not be refundable to Labaton Sucharow.

Gérard Sillam acknowledges that during the course of the relationship as stated in this Agreement, he may come to have knowledge and information with respect to trade secrets and other confidential business information of Labaton Sucharow and/or Clients including, without limitation, information relating to general statements, customer lists, sales, marketing, production processes and procedures and other affairs of Labaton Sucharow and investment information of the Clients. Gérard Sillam agrees that he will not use or disclose, or furnish or make accessible to anyone, any such confidential information.


Any modifications, amendments, or addendums to this Agreement must be made in writing and signed by both parties hereto. This Agreement shall be construed under the laws of the State of New York and venue shall lie in the state courts of New York County, New York.

This Agreement is terminable with or without cause on thirty (30) days notice by either party, on which date this agreement will no longer be in force, except for the confidentiality provisions which will survive termination for a period of twenty four (24) months.

Agreed to April \_\_, 2006.



Labaton Sucharow  
& Rudoff LLP



Gérard Sillam