



80 State Street, 11th Floor, Albany, NY 12207
518-449-3359 (p) • 518-449-5788 (f)
www.malkinross.com

April 22, 2019

Mr. Elliot Greenberg, Vice President
Elliott Management
40 West 57th Street
New York, New York 10019

Dear Mr. Greenberg:

This letter agreement shall evidence a six month extension of that certain consulting agreement, dated as of October 6, 2017 (as amended, modified or otherwise amended and restated, the "Agreement"), by and between Elliott Management Corporation (hereafter "Elliott") and Malkin & Ross (hereafter "M&R"). Each party hereby acknowledges and agrees the Agreement shall be extended for the period commencing on May 1, 2019 and ending on October 31, 2019 on the same terms and conditions contained in the Agreement with the following exceptions:

- First, Elliott will pay a fee of \$5,000 per month for the period May 1, 2019 through October 31, 2019. For a total retainer fee of \$30,000.
- Second, the scope of this retainer does not include lobbying; it is for monitoring only. Should lobbying or any other non-monitoring activity become necessary, both parties agree to execute a new contract which shall provide additional compensation to M&R.

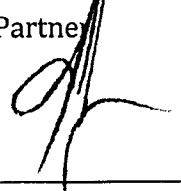
If the terms of this letter agreement are acceptable to you, please sign and scan or fax to M&R. M&R will file the appropriate forms with the Joint Commission on Public Ethics.

The Agreement between Elliott and M&R is attached hereto as Exhibit A.

We look forward to continuing our work with you.

Sincerely,

Arthur N. Malkin, Partner
Malkin & Ross

Accepted:  _____
Elliot Greenberg, Vice President

Date:

April 25, 2019

M&R

Exhibit A

[See Attached]

Elliott Management Corporation
40 West 57th Street
New York, NY 10019

Tel: +1 (212) 974-6000

October 6, 2017

VIA EMAIL: dkross@malkinross.com

Donald Ross
Malkin and Ross, Attorneys at Law
80 State St. 11th Floor
Albany, NY 12207

Re: Consulting Agreement

Dear Mr. Ross,

Elliott Management Corporation ("EMC") would like to retain you as a consultant. This letter sets forth the terms under which EMC agrees to do so.

1. Engagement. You may be engaged from time to time to conduct research work on behalf of EMC, its affiliates and their clients (collectively, "Elliott"). You agree to deliver to EMC on a timely basis such research work, including information and analysis derived or developed by you (collectively, the "work product"). You acknowledge that Elliott may use or disclose all or any work product in any manner whatsoever, including in connection with its business of investing and trading in securities.

2. Compensation & Expenses.

- (a) EMC shall pay you a fee of \$10,000 per month for the period November 1, 2017 through April 30, 2018.
- (b) EMC shall reimburse you for reasonable itemized out-of-pocket expenses incurred by you in performing services hereunder for travel, telephone, photocopies, etc.
- (c) EMC shall make these payments to you after receiving an invoice from you detailing the fees owed and expenses incurred, and appropriate documentation of such expenses. Long distance travel expenses need to be approved in advance by EMC. EMC shall have no obligation to reimburse expenses beyond a total of \$1,000 unless an additional amount is authorized in writing in advance by EMC. EMC may in its discretion directly incur and pay all or part of such expenses and, in such case, you shall detail each such expense, and the fact that it has been paid by EMC, in the applicable invoice.

3. Transmission of Information. You acknowledge that Elliott is in the business of investing and trading in securities. As a matter of policy, Elliott does not wish to receive information that is confidential or non-public ("Sensitive Information"). Examples of Sensitive Information are set out in clauses (a)–(f) below. Accordingly, you agree that you will not disclose any Sensitive Information to Elliott or use such information in connection with your services for Elliott without prior approval from Elliott's Compliance Department ("Compliance"). You can reach Compliance at +1 (212) 974-6000 or by email at compliance-us@elliottmgmt.com. You agree to follow any instructions that you receive from Compliance with respect to the use or disclosure of Sensitive Information. This paragraph is not intended to authorize or require action in violation of any law or contract by which you are bound.

Examples of Sensitive Information:

- (a) information that you believe may have been disclosed to you, or to your direct or indirect source of such information, in breach of a duty (including a duty of confidence);
- (b) information that you believe may be subject to a confidentiality undertaking by you or by your direct or indirect source of such information;
- (c) information that you expect Elliott to hold in confidence;
- (d) information whose transmission you believe may result in a violation of applicable laws or regulations or any duty that you or any other person owes to a third party (including the duty that a current or former employee may owe to such person's current or former employer);
- (e) information that is not public and may be deemed to constitute information that is price-sensitive or material in relation to the securities of any issuer; and
- (f) information (x) whose direct or indirect source is a government official (as defined below), (y) which was acquired by the government official in the performance of his or her duties and (z) which is not generally available to members of the public, whether upon request or otherwise.

4. Prohibited Acts. In carrying out your responsibilities, you agree that:

- (a) you shall not mislead an information source by misrepresenting who you are or why you want the information;
- (b) you shall not make an untrue statement of fact that would mislead an information source into believing that the information being sought shall be used for a purpose unrelated to investing or trading in securities;
- (c) you shall not pay (or give), offer or promise to pay (or give), or authorize the payment (or giving) of, directly or indirectly, any monies or anything else of value to a non-governmental information source, unless you (x) have first been advised by counsel whom you have retained that such payment (or giving), offer, promise or authorization is not in violation of any applicable law or regulation and (y) are advised by Elliott in

writing that it has no objection prior to making each such payment (or giving), offer, promise or authorization; and

- (d) you shall not pay (or give), offer or promise to pay (or give), or authorize the payment (or giving) of, directly or indirectly, any monies or anything else of value to any government official (as defined below) unless you (x) have first been advised by counsel whom you have retained that such payment (or giving), offer, promise or authorization is not in violation of any applicable law or regulation, and (y) are advised by Elliott in writing that it has no objection prior to making each such payment (or giving), offer, promise or authorization.

5. Restrictions. Except as may otherwise be agreed to in writing by EMC, you represent and agree that:

- (a) any work product is proprietary to Elliott, and you shall not, at any time, (i) use the work product for any purpose other than for the benefit of Elliott as contemplated hereby or (ii) disclose any of the work product to any other person, in each case without EMC's prior written consent;
- (b) you may not, during the Restricted Period (as defined below), trade securities for any account (including your own account), or encourage anyone else to do so, directly or indirectly, on the basis of work product or other information obtained during the course of your engagement by EMC. You also may not, during the Restricted Period, trade any securities of any Subject Company (as defined below) for any account, or encourage anyone else to do so. The phrase "trade securities" includes any buying or selling of stocks, bonds, options, futures, derivatives, etc. The term "Restricted Period" means the period commencing on the first date of this engagement and ending on the later of (x) the one-year anniversary of the termination of this engagement and (y) the date that you cease to be in possession of material non-public information with respect to the issuer whose securities are to be traded. The term "Subject Company" includes (i) any company that was directly or indirectly the subject of your engagement by EMC and/or (ii) where a person was the subject of your engagement by EMC, any entity of which such person is either a director, officer or significant shareholder; and
- (c) you shall not, during the term of this engagement and for a period of one-year thereafter, provide any research work to, or otherwise provide services for, any other person relating to or involving (i) any Subject Company, (ii) any proposed transaction which is the subject matter of your engagement by EMC or (iii) a substantially similar subject matter as that of your engagement by EMC, in each case without EMC's prior written consent.

6. Confidentiality.

- (a) You shall not at any time use or disclose, directly or indirectly, any information related to, obtained from, or disclosed or otherwise provided by or on behalf of, Elliott ("Elliott Information"), whether before, on or after the date hereof, in any form, whether written or oral (including via electronic medium), except (i) as may be required by law or legal process, (ii) to the extent that such information is or becomes generally available to the public other than as a result of a breach of this agreement, (iii) information which was

or is independently acquired by you, on a non-confidential basis, from a third party source that, to your knowledge, at such time was or is not bound by a confidentiality obligation and/or (iv) as may be expressly and specifically agreed to in writing by the parties hereto. Without limiting the foregoing, Elliott Information includes, without limitation, information pertaining to (x) Elliott's investment plans, including any details relating to the existence, nature or size of Elliott's current or perspective trade positions and investments in respect of any securities and (y) Elliott's business relationships. In addition, you may disclose Elliott Information to your government employer if you are a government official (as defined below). Upon the termination of your services under this agreement by you or EMC, at the request of EMC, you agree, in EMC's discretion, to either deliver to EMC or destroy all Elliott Information in your possession.

- (b) You shall treat as confidential the fact that you have been engaged by EMC and the terms and subject matter of the engagement, except (x) with respect to the existence of your engagement hereunder, if you feel such disclosure is necessary to perform your duties and to the extent that EMC agrees in writing, (y) as required by law or legal process, and (z) that you may disclose such information to your government-employer if you are a government official.

7. Representations and Covenants. You represent and/or covenant, as applicable, that:

- (a) To the best of your knowledge, you are not a party to, involved in, or under investigation in connection with, any pending or threatened litigation, proceeding or investigation, whether governmental or otherwise.
- (b) You shall comply with applicable laws and rules, including data protection laws and regulations, securities laws and rules, and laws and rules relating to the solicitation and transmission of information.
- (c) You are free to enter into your engagement by EMC, and you are not subject to any restriction or obligation, whether legal, contractual or otherwise, and whether owed to your employer or any other person, that would conflict with your ability to provide to Elliott the services that Elliott has requested.
- (d) You acknowledge that Elliott has in place policies and procedures designed to prevent unlawful activity, and that you have received, read, understood and shall comply with "*What Every Elliott Consultant Should Know about Elliott's Anti-Corruption Policy*" which you previously received or received contemporaneously with this agreement.

8. Independent Contractor. You acknowledge that you are an independent contractor. You shall not hold yourself out as an agent or employee of Elliott, and you shall have no right or authority to bind or obligate Elliott in any manner, and you shall not hold yourself out as having any such right or authority. You shall be solely responsible for payment of all income, self-employment or other taxes on payments hereunder. As an independent contractor, you shall not be entitled to participate in or receive any benefit or right as an EMC employee under any EMC employee benefit and/or welfare plans, including, without limitation, employee insurance, pension, savings, security, vacation, sick leave, disability or severance plans, as a result of entering into this agreement.

9. Compliance by Agents; No Assignments.

- (a) You agree to cause each of your employees and each other person performing services for you to comply with the terms of this agreement.
- (b) No rights or obligations of, or services to be rendered by, you under this agreement shall be assigned, transferred or subcontracted to any third party without the prior written consent of EMC.

10. Termination. Either party may, with or without cause, terminate the services under this agreement at any time upon delivery of written notice (including email) to the other party. All work-in-progress shall be considered work product and be delivered to and become the property of EMC.

11. Affiliations.

- (a) In connection with your engagement by EMC, do you anticipate interacting or seeking to interact with any "government official"? (please initial, as applicable) DK Yes No.
- (b) (i) Do you anticipate employing a government official to provide services in connection with this engagement? (please initial, as applicable) Yes DK No.
- (ii) Were you introduced to Elliott by a government official? (please initial, as applicable) Yes DK No.
- (c) (i) If you are an individual, are you a government official? (please initial, as applicable) Yes No.
- (ii) If you are an entity, does any government, government-controlled entity or government official, have an ownership interest, other financial interest or management role in you? (please initial, as applicable)
 Yes DK No.
- (d) If (and only if) you initial "Yes" to Section 11(b)(i) (and you so employ such government official), Section 11(b)(ii) and/or Section 11(c)(i) or (ii), then you agree that, in performing services on behalf of Elliott, you shall not seek to influence any governmental action or decision, unless you are advised by Elliott in advance that it has no objection to your seeking to influence such action or decision.

A "government official" refers to (i) an elected or appointed officer or employee of a national, regional, local or other government entity; (ii) an officer or employee of an entity or instrumentality in which a government or government entity possesses a majority or controlling interest; (iii) a candidate for political office; (iv) a political party or political party official; (v) an officer or employee of a public international organization; and (vi) a person acting in an official capacity for or on behalf of any government, or department, agency or instrumentality of a government or for or on behalf of a public international organization. For clarification purposes, references to "government" includes legislative, executive, judicial, regulatory and administrative branches, agencies or similar bodies.

12. Certain Restatements.

- (a) You agree that each of the statements, agreements and covenants made by you herein shall apply with respect to each engagement contemplated by this agreement.
- (b) You agree that each of the representations and warranties made by you herein shall be deemed to be restated as of the commencement of each engagement contemplated hereby, and that such representations shall continue to be true and accurate throughout your performance of each of such engagements. You agree that if any of the statements, representations, warranties or covenants made herein by you become untrue or inaccurate in any respect, you shall immediately at such time notify EMC in writing.

13. Miscellaneous.

- (a) You acknowledge that your compliance with your obligations under this agreement is important to Elliott. Accordingly, you have consulted with your own counsel as to any questions you may have regarding the means and measures necessary to comply with these obligations. If EMC has reason to believe that a breach of any of the prohibitions or restrictions set forth in Section 3, Section 4, Section 5 and/or Section 6 above or other material breach hereof by you has occurred or may occur, EMC may withhold further payments under Section 2 until such time as it has received confirmation to its satisfaction that no breach has occurred or shall occur. EMC shall not be liable to you for any claim, losses or damages whatsoever related to its decision to so withhold payments. In addition, you agree that if a breach of Section 5 or Section 6 above has occurred, then you shall be obligated to account and remit over to EMC any and all profits, income and gains that you have received and may in the future receive as a direct or indirect result of such breach. You agree that in the event of a threatened or actual breach of your obligations under this agreement, monetary damages may be deemed an inadequate remedy and that EMC shall have the right to obtain equitable as well as legal relief, including an injunction or specific performance. The remedies available under this Section 13 are cumulative and in addition to any other rights or remedies available to Elliott at law or otherwise.
- (b) This agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of New York without regard to conflicts of law principles, and each of the parties agree that all disputes or claims between the parties relating to this agreement or your engagement shall be subject to the exclusive jurisdiction of the federal and state courts located in New York County, New York and venue of such courts. Each of the parties further agrees that service of process may be effected by means of certified mail, return receipt requested, and that such service shall constitute personal service. Each of the parties hereto hereby waives trial by jury.
- (c) If at any time any of these provisions of this agreement shall be deemed invalid or unenforceable, such provisions shall be considered severable and shall be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by a court having jurisdiction.

- (d) The parties hereto agree to perform such further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions and intents of this agreement.
- (e) This agreement sets forth the entire understanding of the parties hereto, supersedes all prior agreements and undertakings, whether oral or written, relating to services performed after the date hereof, and no provision hereof shall be amended, waived or modified at any time, except upon the written consent of the parties hereto. Any services rendered by you prior to the date hereof shall continue to be governed by the agreement between us then in effect, which shall remain in full force and effect with respect to such services.
- (f) The section headings used in this agreement are used for convenience only and are not to be considered in construing or interpreting this agreement.

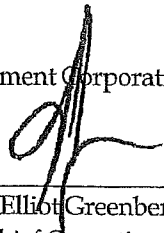
If you agree to the terms set forth above, please sign in the space indicated below and return a fully executed copy of this letter to EMC. We are very much looking forward to working with you.

[Signature Page Follows]

Sincerely,

Elliott Management Corporation

By:


Name: Elliot Greenberg
Title: Chief Operating Officer

AGREED:

IF YOU ARE AN ENTITY, THE INDIVIDUAL SIGNING BELOW ON YOUR BEHALF AGREES IN HIS OR HER INDIVIDUAL CAPACITY TO COMPLY WITH THE TERMS AND CONDITIONS OF SECTIONS 1, 3, 4, 5, 6, 7, 9, 11(d) (IF AND AS APPLICABLE), 12 AND 13.

Date: 10/6/17

Print Name of Consultant: Donald K. Ross

Donald K. Ross
(Sign)

DONALD K ROSS
(Print Name of Signatory, if Consultant is an Entity)

Partner
(Print Title of Signatory, if Consultant is an Entity)