

CONSULTING AGREEMENT

THIS AGREEMENT is entered into this 28th day of September, 2001, by and between S.T.P. Enterprises, Inc. (referred to herein as "STP"), an Illinois corporation, and Simon L. Bernstein (hereinafter "BERNSTEIN").

WHEREAS, BERNSTEIN has been a fifty percent shareholder and director of STP since 1988; and

WHEREAS, BERNSTEIN has sold his entire interest in STP and has resigned as a director of STP effective as of September 1, 2001; and

WHEREAS, STP desires to retain BERNSTEIN's good will, skill and expertise, and obtain his promises as set out in this Agreement by providing compensation to BERNSTEIN; and

WHEREAS, BERNSTEIN recognizes that during his employment he has had access to confidential and proprietary information belonging to STP; and

WHEREAS, STP recognizes the value of BERNSTEIN's experience and knowledge developed, in part, during his relationship with STP, and desires to maintain the benefit of that experience and knowledge by securing BERNSTEIN'S services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations set forth herein, BERNSTEIN and STP agree as follows:

1. BERNSTEIN's Obligations. In consideration of STP's promises contained herein and other good and valuable consideration, BERNSTEIN agrees as follows:

1.1 For the period beginning September 28th, 2001 through September 28th, 2003, BERNSTEIN agrees to provide consulting services to STP, on an as needed and requested basis (not to exceed an average of 15 hours per week).

1.2 During and/or after the period set forth above in ¶ 1.1, BERNSTEIN agrees to provide the following consulting services at the discretion and direction of STP:

- a) marketing to potential ALPS clients; and
- b) marketing to potential ALPS agents; and
- c) marketing to potential ALPS carriers; and
- d) marketing to STP's strategic business relations.

1.3 For the purposes of performing his duties under Section 1 of this Agreement, BERNSTEIN shall be an independent contractor (or independent insurance agent when the service involves actions taken by BERNSTEIN in his capacity as a licensed insurance agent), and shall neither be nor hold himself out as an employee, officer or director of STP.

1.4 BERNSTEIN hereby recognizes, acknowledges and agrees that STP and Pamela B. Simon and David B. Simon (collectively referred to as "SIMON") are the owners of proprietary rights in the Confidential Information defined below, and that all such information constitutes valuable proprietary information of STP and SIMON and has been disclosed to BERNSTEIN in strictest confidence. The term "Confidential Information" means all confidential information belonging to, used by or in the possession of STP to which Bernstein had access during his employment with STP, including, without limitation, product formulations, licensing activities, client lists, client names, regulatory and product registrations, business and legal strategies, financial information, employee compensation, new product plans, computer programs and systems, and trade secrets of every kind and character, including but not limited to

confidential or proprietary information created or developed with the assistance or through the efforts of BERNSTEIN. Confidential Information does not include information of the types described which:

- a. is now in the public domain or subsequently enters the public domain without fault on the part of BERNSTEIN;
- b. was known to BERNSTEIN prior to his employment with STP (this exception shall not apply to any part of the information, documentation or systems incorporated into the Arbitrage Life Payment System, all of which shall be included in the term “Confidential Information”); or
- c. has been received by BERNSTEIN from any third party not under any obligation to keep such information confidential.

1.5 BERNSTEIN acknowledges that during the period of his ownership and directorship and during the period of this Agreement as consultant with STP, BERNSTEIN is in a special position of confidence and trust and that he was, and will at all times in the future continue to be, obligated not to use or disclose to third parties for his own benefit or the benefit of others, the Confidential Information, and that he is under a duty to preserve and protect the confidential nature of that Confidential Information.

1.6 Bernstein may undertake other consultancies or employment during the term of this Agreement provided it does not conflict with his obligations under this Agreement.

1.7 In consideration of the sums paid and provided pursuant to Section 2, below, BERNSTEIN, for himself, his executors, personal representatives, successors and assigns hereby releases and absolves STP from any and all claims, demands or causes of

action, known or unknown, asserted or unasserted, in any way arising from his ownership in or directorship with STP; the resignation as a board of director of STP; provided, however, that the foregoing release shall not apply to actions to enforce the provisions of this Agreement.

1.8 Further in consideration of the sums paid pursuant to Section 2, below, BERNSTEIN hereby covenants and agrees never hereafter to institute any suit, complaint or cause of action at law, in equity, or otherwise, in any court of the United States or any state thereof, or before any other tribunal, public or private, against STP, or in any way to voluntarily aid (without being compelled to do so by valid legal process) in the institution or prosecution of any suit, action or claim of any kind arising from his resignation as a director of STP; provided, however, that the foregoing covenant shall not extend to actions to enforce the provisions of this Agreement.

1.9 BERNSTEIN agrees that upon execution of this Agreement and for a period ending September 30, 2003, he shall not be employed by a business, or engage in, form or establish a business, either directly or indirectly, which will compete with STP by utilizing the ALPS or any similarly structured life insurance premium payment method. For the purposes of this Agreement the definition of the words “compete with” shall be limited to a restriction on sales, solicitations and business contacts with customers of STP which were customers prior to the Effective Date of this Agreement, and shall also include sales, solicitations and business contacts with any potential life insurance carrier or lender of STP.

2. STP's Obligations. In consideration of BERNSTEIN's promises contained herein and other good and valuable consideration, STP agrees as follows:

2.1 STP shall pay BERNSTEIN \$4,000,000.00 (FOUR MILLION DOLLARS) for his consulting services, payable as follows:

- a) \$245,000.00 (TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS) payable upon execution of this Agreement; and
- b) \$2,250,000.00 (TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS) by 9/30/01; and
- c) \$1,505,000.00 (ONE MILLION FIVE HUNDRED AND FIVE THOUSAND DOLLARS) by 9/30/02.

2.2 STP shall pay to BERNSTEIN \$928,000.00 (NINE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS) by 9/30/02 as interest on the amounts remaining unpaid as of the date of this Agreement or for any unpaid or past due balance.

2.3 STP shall pay the current car payment for BERNSTEIN until June 30, 2003.

2.4 STP shall not be responsible for any of BERNSTEIN'S expenses associated with his Consulting Services, unless otherwise agreed in writing by an officer of STP.

2.5 Except as expressly described in Section 2.1, 2.2, or 2.3 Bernstein shall receive no other payments or benefits of any kind whatsoever from STP . STP acknowledges that BERNSTEIN may earn additional compensation through life insurance sales in BERNSTEIN'S capacity as a life insurance agent.

2.6 This Agreement constitutes the full and complete agreement of the parties. No other promises or modifications of this Agreement shall be valid unless set forth in writing and

signed by the parties, which, in STP's case, shall mean signature by the President or General Counsel of STP.

2.7 This Agreement shall terminate automatically and without notice to either party on September 15, 2006.

2.8 BERNSTEIN acknowledges that he has reviewed this agreement with his own counsel and, in entering into this agreement, relies on no other promises than are set out herein.

2.9 Each and Every provision of this Agreement is separate and severable and a ruling of any court, agency or tribunal invalidating any provision shall not impair the validity of all other provisions of the Agreement, which shall remain in full force and effect.

2.10 This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, personal representatives, successors and assigns.

2.11 This Agreement shall be construed in accordance with the laws of the State of Illinois. Both parties consent to personal jurisdiction within the state courts of the State of Illinois, and both parties consent to having any and all claims or causes of actions arising out of this Agreement resolved in the Circuit Court of Cook County.

2.12 This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

BERNSTEIN:

SIMON L. BERSNTEIN

S.T.P. ENTERPRISES, INC.

By: _____
Pamela B. Simon
Its: President