

CONSULTING AGREEMENT

CONSULTING AGREEMENT, dated as of 03 March, 2009 (this "Agreement"), by and between **Emerald Pademelon Press LLC** (the "Consultant"), a New Jersey corporation with an address of 762 Redman Avenue, Haddonfield, New Jersey 08033, and CHDI Management, Inc. (the "Company"), a New York corporation with offices at 350 Seventh Avenue, Suite 601, New York, NY 10001.

WHEREAS, the mission of CHDI Foundation, Inc. (the "Foundation") is to rapidly discover and develop drugs and other treatments that delay or slow Huntington's disease; and

WHEREAS, the Company has been engaged to provide administrative, management and other services to the Foundation; and

WHEREAS, the Consultant possesses relevant scientific and technical expertise which the Company desires to utilize in the course of providing administrative, management and other services to the Foundation; and

WHEREAS, the Consultant is willing to provide expert consulting services to the Company pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Retention as Consultant; Description of the Services; Commitment of Time.
 - (a) Retention as Consultant. Effective as of the date hereof, the Company shall retain the Consultant as an independent contractor to provide the Services (as defined below), and the Consultant hereby accepts such retention.
 - (b) Description of the Services. The Consultant shall provide the Company and entities (including the Foundation) to which the Company provides services (collectively, "Clients") with advice and services related to each of the activities described on Schedule 1 attached hereto (collectively, the "Services"). The Consultant shall perform and discharge the Services upon the request and at the direction of Bonnie Lee La Madeleine or such other person(s) as directed by the President of the Company. The Consultant hereby agrees to adhere to the applicable policies, procedures, work ethics and requirements of the Company and its Clients in performing the Services. The Consultant hereby further agrees (i) to exert its best efforts and to cause any of its employees providing the Services to conduct themselves in a professional manner at all times while performing the Services and (ii) that, unless otherwise agreed upon in writing by the Company, the Services shall be provided Dr Susanna J Dodgson.

- (c) Reports. The Consultant shall, upon request and in a timely manner, provide the Company with written reports setting forth the results and conclusions related to the Consultant's performance of the Services.
 - (d) Location. The Consultant shall perform the Services principally at the Consultant's address first written above, with such travel to such other locations from time to time as may reasonably be necessary to perform the Services.
2. Consulting Compensation; Reimbursement of Expenses.
- (a) Consulting Compensation. In full consideration of the Services rendered by the Consultant hereunder, the Company will compensate the Consultant at the applicable rate set forth on Schedule 1 attached hereto. The Consultant shall not be compensated for travel time.
 - (b) Reimbursement of Expenses. Subject to the terms of this Agreement, the Company shall reimburse the Consultant for necessary and reasonable out-of-pocket expenses, business travel and related expenses, and all other administrative expenses incurred by the Consultant that are directly related to the performance of the Services. For (i) any single expense (or group of related expenses) incurred by the Consultant in excess of US\$250 or (ii) any hotel or transportation expense not booked through the Company's travel agent, the Consultant shall, as a condition for reimbursement of such expenses, obtain written pre-authorization from the Company. The Consultant shall, as a condition for reimbursement of any expenses incurred by the Consultant, provide proper documentation evidencing each such expense to the Company (such documentation to include receipts and/or invoices).
3. Payments; Invoices.
- (a) Payment of Consulting Compensation. The Consultant shall submit invoices to the Company within 30 days of the end of on each month setting forth a description of the Services provided, the number of hours or day worked, as applicable, and the total amount of consulting compensation due. The Company shall make payment to the Consultant within 30 days of receipt of each such invoice.
 - (b) Reimbursement of Expenses. The Consultant shall invoice the Company monthly for any permitted expenses incurred by the Consultant during the prior month. The invoice shall set forth the particulars of any such permitted expenses incurred and shall include proper documentation evidencing each such expense to the Company (such documentation to include receipts and/or invoices). The Company shall make payment to the

Consultant for reimbursement of permitted expenses by check within 30 days of receipt of the invoice by the Company.

4. Relationship of the Parties.

- (a) Independent Contractor. In the performance of the Services, the Consultant is acting as an independent contractor to the Company. Nothing herein shall be deemed to create, expressly or implied, a partnership, joint venture, agency, employment or other association between the parties. Except as the Consultant shall have been specifically authorized to do so in writing by the Company, the Consultant is not authorized to commit, bind, or speak for the Company.
- (b) No Employee Benefits. As an independent contractor, the Consultant understands and agrees that no employees of the Consultant will be eligible for, nor receive any Company employee benefits. The Consultant hereby acknowledges and agrees that (i) the Company is not responsible for providing workers' compensation insurance coverage for the Consultant and (ii) the Consultant is solely responsible for maintaining workers' compensation insurance coverage for the benefit of the Consultant.
- (c) Tax Responsibility. The Consultant hereby agrees that the Consultant shall be solely responsible for fulfilling all tax collection, payment and reporting obligations on the Consultant's behalf which may be due and payable in connection with the compensation provided or the work performed hereunder. In addition, any tax liability due a foreign body shall be the Consultant's sole responsibility.

5. Confidentiality.

- (a) General. The Consultant recognizes that by virtue of performing the Services, the Consultant will have access to information relating to the activities of the Company and/or its Clients which the Consultant acknowledges must remain confidential. Such information may be either (i) information that relates to any of the trustees, directors, officers, shareholders, members, founders, donors or agents of the Company and/or its Clients, including the names, identities, addresses, phone numbers, email addresses or the business or personal activities of any of the foregoing or (ii) information that is a valuable, special or unique asset of the activities of the Company and/or its Clients. The Consultant recognizes and agrees that if any such information were to be (A) known and disclosed by the Consultant to any third party or (B) known and used by the Consultant or any third party engaged in similar activities, it would

be harmful or detrimental to the interests of the Company and/or its Clients.

(b) Covenants.

- (i) Confidentiality and Non-Use Obligation. Unless specifically authorized in writing, the Consultant shall not use, disclose or copy for any unauthorized purpose, either during or after the termination of this Agreement, any secret, confidential or proprietary information, data or trade secrets relating to the activities of the Company or any of its Clients. Such information, data or trade secrets shall include, but are not limited to, any information concerning the Company's or any of its Client's shareholders, members, services, inventions, purchasing, accounting, marketing or any other information concerning the activities of the Company or any of its Clients or their manner of operation and which is not publicly known. The Consultant will disclose such information, data or trade secrets only to other employees of the Company as required by the duties of the Consultant hereunder. The Consultant understands why such information, data or trade secrets should not be divulged to others, and that the Consultant also may learn certain things which may or may not require confidential treatment. The Consultant recognizes that it may often be difficult to draw an exact line of distinction as to what does or does not require confidential treatment, although, as a general rule, it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, the Consultant will obtain written permission from the Company before using or divulging the information in question.
- (ii) Company's Responsibilities to Clients. The Consultant further recognizes that the Company and its Clients are now and may hereafter be subject to non-disclosure or confidentiality agreements with third parties pursuant to which the Company and/or its Clients must protect or refrain from use of secret, confidential or proprietary information, data or trade secrets which is the property of such third parties. Upon the request of the Company, the Consultant hereby agrees to be bound by the terms of such agreements in the event the Consultant has access to the secret, confidential or proprietary information, data or trade secrets protected thereunder to the same extent as if the Consultant was an original individual signatory thereto. To that end, the Consultant acknowledges that the Company has entered into that certain Amended and Restated Agreement for Consultative and Grant-Making the Services, dated as of November 1, 2004 with CHDI,

Inc. (as such agreement may be amended or restated from time to time, the "CHDI Services Agreement"). The Consultant further acknowledges that the CHDI Services Agreement contains certain confidentiality and non-disclosure provisions, a copy of which are attached hereto as Exhibit A, pertaining to, among other things, the disclosure of any non-public information relating to the Foundation, any other entity that the Company may provide services to under the CHDI Services Agreement and any of the trustees, officer, members, founders, donors or agents of any of the foregoing. The Consultant further acknowledges that the Consultant has read the attached provisions of the CHDI Services Agreement and hereby agrees to be bound and abide by such provisions as if the Consultant was personally a party to such agreement.

- (iii) Confidential Information of Third Parties. The Consultant shall not disclose to the Company or its Clients, use in the Company's or Clients' activities or cause the Company or its Clients to use, any information or material which is confidential to any third party unless the Company has a written agreement with such third party allowing the Company or its Clients to receive and use such information or materials.
 - (iv) Return of Confidential Information. Upon the termination of this Agreement, regardless of the reason, the Consultant shall promptly deliver to the Company all memoranda, notebooks, letters and copies thereof, whether in computerized disk form or otherwise, and all materials of a secret or confidential nature relating to the activities of the Company and/or its Clients, and which are in the possession, or under the control, of the Consultant.
 - (c) Independent Nature of Section. This Section 5 shall be construed as independent of any other provision of this Agreement. The existence of any claim or cause of action against the Company by the Consultant, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Section 5 by the Company.
6. Intellectual Property. The Consultant shall disclose promptly to the Company or its nominee any and all discoveries, inventions, formulations, know-how, methods, technological developments, enhancements, modifications, improvements, works of authorship, computer software (including, but not limited to, source codes and executable codes) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection (together with such supporting information or materials which are relevant), conceived, made or first reduced to practice by the

Consultant in the course of the Consultant's provision of the Services during the term of this Agreement (collectively referred to herein as the "Services Intellectual Property"). The Consultant hereby assigns, and hereby agrees to assign, to the Company or its nominee all of the Consultant's interest in all the Services Intellectual Property. Whenever requested to do so by the Company, the Consultant shall execute any and all applications, assignments or other instruments which the Company shall deem necessary to apply for and obtain letters patent, trademarks or copyrights of the United States or any foreign country or to otherwise protect the interests of the Company or its Clients therein. The Consultant hereby waives, and hereby agrees to waive, all of the Consultant's moral rights in any the Services Intellectual Property in favor of the Foundation or its nominee, and their respective successors, licensees and assignees. The foregoing obligations shall be binding upon the Consultant's assigns, executors, administrators and other legal representatives.

7. Term; Termination.

- (a) Term. The term of this Agreement will commence on the date hereof and continue in effect until terminated pursuant to the terms hereof.
- (b) Right of the Company to Terminate. The Company shall have the right to terminate this Agreement upon (i) ten (10) days prior written notice to the Consultant, (ii) the gross negligence or willful misconduct of the Consultant in carrying out the obligations of the Consultant hereunder or (iii) a material breach of this Agreement by the Consultant.
- (c) Right of the Consultant to Terminate. The Consultant shall have the right to terminate this Agreement upon (i) ten (10) days prior written notice to the Company or (ii) a material breach of this Agreement by the Company.
- (d) Effect of Termination. In the event of the termination of this Agreement, the Consultant shall be entitled to receive payment for all the Services performed by the Consultant in accordance with this Agreement through the effective date of termination of this Agreement. The Consultant shall also be entitled to reimbursement of any unreimbursed permitted expenses incurred by the Consultant prior to the date of termination. This Section 7(d) and Section 4, Section 5, Section 6 and Section 8 of this Agreement shall survive any termination of this Agreement.

8. Miscellaneous.

- (a) Notices. Any notice, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the recipient at the address first written above for such party or such other

address as a party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the business day following dispatch. If any time period for giving notice or taking action expires in a day which is a Saturday, Sunday or legal holiday in the state of New York (any other day being a "business day"), such time period shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

- (b) Assignment. This Agreement and the rights and obligations hereunder are personal with respect to the Consultant and may not be assigned or delegated by any act of the Consultant, in whole or in part. The Company may assign this Agreement so long as the assignee expressly assumes in writing the Company's obligations under this Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their permitted successors and assigns.
- (c) Entire Agreement; Amendments. This Agreement represents the entire agreement between the parties and supersedes all existing agreements between them, whether oral or written, concerning the subject matter hereof. This Agreement may not be amended or modified except by a document signed by the Company and the Consultant.
- (d) No Waiver. Any failure of a party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any party of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
- (e) Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, that, the enforcement of such other provision without the enforcement of the invalid or unenforceable provision does not result in a material diminishment of the benefit of the bargain to be received by either party under this Agreement.
- (f) Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural

forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
- (h) Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (i) Remedies. The Consultant agrees that if the Consultant breaches or threatens to breach any provision of this Agreement, the Company's remedies at law may be inadequate, and the Company shall be entitled to an injunction restraining the Consultant from such breach or threatened breach. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages, costs and attorney fees.
- (j) Third Party Beneficiary. The Consultant hereby acknowledges and agrees that the Foundation shall be (i) be a third-party beneficiary under this Agreement and (ii) entitled to exercise any rights and enforce any remedies which inure to the benefit of the Company hereunder.

* * * * *

**CHDI Management Draft: 03/02/09
(For Discussion Purposes Only)**

In witness to the foregoing, the Parties have executed this Consulting Agreement as of the date first written above.

COMPANY:

CHDI Management, Inc.

By: _____
Name:
Title:

CONSULTANT:

**Emerald Pademelon Press LLC
PO Box 381
762 Redman Avenue
Haddonfield, New Jersey 08033**

By:  _____ 03 March 2009
Name: Susanna J Dodgson BSc(Hons), PhD
Title: President

Schedule 1 to Consulting Agreement

Service Number	Service Name	Description of the Service	Service Compensation Rate
1	Copy Editing/Proof Reading	Review of a nearly final draft of scientific paper or document	US\$40.00/hour
2	Revising and/or Rewriting of Clinical Group Documents (e.g., protocols, NDAs, INDs, etc.)	Rework of a draft of a document to prepare it for filing or use in connection with a clinical study	US\$75.00/hour
3	Writing Articles	Deliver an article on an assigned topic	US\$100.00/hour
4	Workshop Reporting	Attend a workshop and produce an analytical report of the workshop	US\$1,500.00/day
5	Workshop Preparation	Prepare additional material to be used during a workshop	US\$150.00/hour
6	Editorial Consulting	Advise on document development and dissemination.	US\$50.00/hour

Exhibit A to Consulting Agreement

5. **Confidentiality.** CHDI Management shall not disclose any non-public information about (i) the Foundation or any other entity for which CHDI Management may provide services pursuant to this Agreement, (ii) any of the trustees, officers, members, founders, donors or agents of the Foundation or any such other entity, (iii) any of the activities, grants, operations, assets, financial condition or source of funds of the Foundation or any other such entity, (iv) the results of research sponsored by the Foundation or any other such entity (unless the recipient thereof has agreed to keep such information confidential), or (v) any non-public information about any affiliate of any of the foregoing, including without limitation the Confidential Information (defined below), without the express written permission of the Foundation's President or Vice President, unless required by law. In the event disclosure of any such non-public information is required by law, CHDI Management shall give the Foundation reasonable prior written notice of any such disclosure and a reasonable opportunity to limit such disclosure. All Confidential Information and all work product of CHDI Management created in connection with in the performance of this Agreement or related to the Foundation shall be the exclusive property of the Foundation. Upon the termination of this Agreement, or at any other time upon the request of the Foundation, CHDI Management will return to the Foundation all Confidential Information within CHDI Management's possession or control and all other work product created in connection with this Agreement or otherwise related to the Foundation. For purposes of this Agreement, "Confidential Information" means information, in whatever form, used or usable in, or originated, developed or acquired for use in, or about or relating to, the Foundation, any of its trustees, officers, members, founders, donors or agents, any other person for which CHDI Management provides services pursuant to this Agreement, or any affiliate of any of the foregoing, including without limitation all proprietary information and all other information in whatever form disclosed to, acquired, developed, originated, or discovered by CHDI Management during the course or as a result of engagement by the Foundation which is not generally known to the public, including, but not limited to, (vi) the contractual or financial arrangements of the Foundation or such other individuals or entities; (vii) information and materials relating to the financial condition, operations, activities, contracts or grants of or donations to the Foundation or any other person for which CHDI Management provides services pursuant to the Agreement, including without limitation any and all financial statements, general ledgers and income and other tax returns; (viii) the name, address, phone number, and e-mail address of the Foundation, any other person for which CHDI Management provides services pursuant to this Agreement or any of their respective trustees, officers, members, founders, donors or other agents, or of any affiliate of any of the foregoing, and (ix) the contractual, financial, business, family, recreational, social, religious, political, or charitable activities, positions, arrangements, or dealings of any of the trustees, officers, members, founders, donors or other agents of the Foundation or any affiliate of any of the foregoing. CHDI Management shall cause all of its employees and agents to agree to be bound by and comply with the confidentiality provisions of this Section 5. The Foundation and each other person for which CHDI Management provides services pursuant to this Agreement, acting on behalf of itself and its respective trustees, officers, members,

founders, donors and agents, and their respective affiliates, shall be a third party beneficiary of this Section 5 and shall be entitled to enforce its provisions.