

THIS AGREEMENT FOR OFFICE DESIGN SERVICES ("Agreement") is entered into as of this 30th day of December, 2010 (the "Effective Date"), by and among Juan Pablo Molyneux ("JP"), ■ Molyneux Studio, Ltd. ("Studio", and together with JP, "Molyneux,") L.S.J., LLC ("LSJ") and Jeffrey Epstein ("Epstein"); (collectively the "Parties").

NOW, THEREFORE, in exchange for good and valuable consideration, including the mutual agreements, promises and other provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, hereby agree as follows:

1. On or before the ninetieth (90th) day after the Effective Date, Molyneux shall provide to LSJ and Epstein the items set forth on the attached Schedule 1 and related attachments in new, undamaged and good working condition, by causing such items to be shipped in such condition to St. Thomas, at Molyneux's risk and expense, with assembly, if any, to be at Epstein's risk and expense.

2. Epstein acknowledges and agrees that neither JP nor Studio has been held out as an architect to Epstein, and that this Agreement does not involve the rendering of any architectural services.

3. By entering into this Agreement, the Parties do not intend to make, nor shall they be deemed to have made, any admission of liability of any kind whatsoever.

4. The Parties agree that the existence, terms, and consideration paid pursuant to this Agreement are strictly confidential and that this Agreement will not be filed in any court, except to the extent that such filing may be necessary in proceedings to enforce it. No Party may reveal any facts about this Agreement or its terms without the prior, written consent of each of the other Parties; provided, however, that a Party may disclose such facts (i) to such Party's employees, accountants and attorneys who require the same for the purpose of performing their employment duties or providing professional services to such Party; (ii) to such Party's insurers or re-insurers; (iii) as required by any law, regulation, or rule of a court or government agency; or (iv) in response to a duly authorized subpoena or court order. Before disclosing any facts about this Agreement under provisos (i) or (ii) above, the Party making the disclosure shall inform the receiving party of the terms of this confidentiality provision and shall take reasonable measures to ensure that the receiving party agrees not to make further disclosures of the disclosed information. At least five business days prior to disclosing any such facts under provisos (iii) or (iv) above (other than in connection with proceedings to enforce the provisions of this Agreement), to the extent permissible by law, regulation, rule of a court, court order, or government agency, the Party making or asked to make the disclosure shall inform each of the other Parties of the proposed disclosure or request for information, and shall, at the request of any Party and at the cost of such requesting Party, file any disclosure or response to the request for information pursuant to a motion or other formal request that the information be maintained in confidence and/or held under seal.

5. The Parties agree that the prior drafting and negotiating history of this Agreement shall not be used to construe any term. This Agreement has been drafted and negotiated by each Party and such Party's attorneys, and the language hereof will not be construed for or against any such Party as the principal drafter of this Agreement.

6. The individuals signing this Agreement and the Parties on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the Parties for whom they have signed.

7. Each Party agrees that this Agreement shall be binding upon the heirs, successors, and assigns of each Party.

8. Each Party represents and agrees that such Party: (i) has fully reviewed this Agreement and has had the opportunity to seek advice by independent counsel of its choosing with respect to the same; (ii) fully understands the terms of this Agreement and has entered into this Agreement voluntarily without any coercion or duress on the part of any person or entity; and (iii) was given adequate time to consider all implications of this Agreement prior to entering into it.

9. This Agreement constitutes the entire agreement among the Parties regarding the matters contained therein. Each Party acknowledges that such Party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, or warranty that is not contained herein.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of this Agreement transmitted by fax shall have the same effect as original signatures.

11. This Agreement may not be amended or modified except by a written instrument executed by the duly authorized representatives of all of the Parties. Any waiver of any provision hereof must be in writing and signed by the duly authorized representative of the Party to be charged with such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

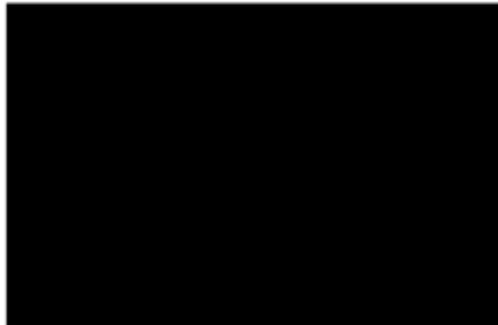
12. Any statements, communications or notices ("Notices") to be provided pursuant to this Agreement shall be in writing and sent by hand delivery or by

reputable overnight courier to the attention of the Parties indicated below, until such time as Notice of any change of person to be notified or change of address is forwarded to all Parties:

(a) For Epstein and LSJ:

Jeffrey Epstein
6100 Red Hook Quarter, Suite B-3
St. Thomas, USVI 00802

With a courtesy copy to:



(b) For JP and Studio:



With a courtesy copy to:

Jay Goldberg, Esq.





13. In the event of any claimed breach hereof, any Party claimed to have been aggrieved shall provide the other Party with fifteen (15) business days written notice and opportunity to cure. In the event of a material breach by Molyneux of the obligations set forth in Paragraph 1 of this Agreement, which breach remains uncured following such notice, Epstein's sole remedy shall be to recover liquidated damages of Fifty Thousand Dollars (\$50,000) and the costs, fees, expenses and disbursements as provided in paragraph 14 hereof, if any, incurred to enforce the provisions of this Agreement, it being acknowledged that damages in such event would be difficult to ascertain and that such amount does not represent a penalty. In the event of any breach by either Party of any other provision of this Agreement, the non-breaching Party shall have such rights and remedies as are provided for by the laws of the State of New York in accordance with Paragraph 15 of this Agreement.

14. If any submission, arbitration or court proceeding relating thereto is brought by any Party to enforce the provisions of this Agreement, then the prevailing party shall be entitled to recover its costs, fees (including, without limitation, reasonable attorney's fees), disbursements and expenses incurred in connection with such enforcement and such arbitration or proceeding.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements entered into entirely within the State of New York, without regard to the principles of New York law regarding conflicts of laws.

16. Each Party agrees that any dispute arising out of or relating to this Agreement or entering into it shall be resolved by submission of such dispute to retired District Judge Hon. Thomas Moore ("Judge Moore"), telephone: 340-775-6728, thomasmoore44@earthlink.net, to be decided in such manner as Judge Moore deems appropriate, with any decision rendered by Judge Moore to have the same force and effect as an arbitration award issued in accordance with the Federal Arbitration Act; provided further that in the event that Judge Moore is unwilling or unable to so act, any such dispute shall be resolved by arbitration before the American Arbitration Association ("AAA") by a single arbitrator pursuant to the Commercial Rules, or JAMS if AAA is unavailable, with Judge Moore or the arbitrator empowered to award costs and attorney's fees to the prevailing party as provided in paragraph 14 hereof; and each party irrevocably and unconditionally submits to the exclusive jurisdiction of any court sitting in New York County over any proceeding arising out of or relating to such arbitration. It is expressly understood and agreed that in any such submission, arbitration, or court proceeding, Molyneux shall be permitted to appear and to testify by videoconference or other electronic means from New York County, shall not be required to appear in any other forum, and shall

not suffer any penalty or other adverse action as a result of not appearing in person in any such forum. Each Party agrees that service of any process, summons, notice or document in the manner provided herein for the giving of Notices shall be effective service of process for any such submission, arbitration or court proceeding relating thereto. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such submission, arbitration or court proceeding relating thereto and any claim that any such submission, arbitration or proceeding has been brought in an inconvenient forum. Each Party agrees that a final, non-appealable judgment in any such submission, arbitration or court proceeding relating thereto shall be conclusive and binding upon such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject, by suit upon judgment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives, as the case may be, as of the date of the day and year first above-written.

■ MOLYNEUX STUDIO, LTD.

By: _____

Juan Pablo Molyneux

President



JUAN PABLO MOLYNEUX

JEFFREY EPSTEIN

L.S.J., LLC

By: _____

JEFFREY EPSTEIN

Member

not suffer any penalty or other adverse action as a result of not appearing in person in any such forum. Each Party agrees that service of any process, summons, notice or document in the manner provided herein for the giving of Notices shall be effective service of process for any such submission, arbitration or court proceeding relating thereto. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such submission, arbitration or court proceeding relating thereto and any claim that any such submission, arbitration or proceeding has been brought in an inconvenient forum. Each Party agrees that a final, non-appealable judgment in any such submission, arbitration or court proceeding relating thereto shall be conclusive and binding upon such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject, by suit upon judgment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives, as the case may be, as of the date of the day and year first above-written.

■. MOLYNEUX STUDIO, LTD.

By: _____

Juan Pablo Molyneux

President

JUAN PABLO MOLYNEUX

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a long horizontal stroke extending to the right.

JEFFREY EPSTEIN

L.S.J., LLC

By:

A handwritten signature in black ink, identical to the one above, consisting of a large, stylized 'J' followed by a series of loops and a long horizontal stroke extending to the right.

JEFFREY EPSTEIN

Member



01901 - LSJ - Sarah's Office

11.15.2010

JP Molyneux Studio will provide the following items for Sarah's Office :

- The fabrication of a custom desk and hardware pulls made of light oak. Light oak wood sample to be approved by J. Epstein. The desk will accommodate two people, one person on either side of the desk. Desk legs to be removable. Each side will include 2 pencil drawers, 2 storage drawers and three open cubbies for envelopes, paper, supplies, etc. as per JPMS drawings dated November 15, 2010. Drawings enclosed (SK-1, SK-2, SK-3 and SK-4) to be signed and dated for approval by J. Epstein. As-built dimensions of 'Sarah's Office' to be verified by Gary Kerney and provided to JP Molyneux Studio.
- One desk-top lamp with two arms (Eternity Double Gooseneck LED Desk Lamp - EU73720). Sample sheet enclosed to be signed and dated for approval by J. Epstein.
- Two desk chairs on casters (Superior Office Chair Hi-Back, white leather, by Modani). Sample sheet enclosed to be signed and dated for approval by J. Epstein.
- One sisal rug, approximately 10'-6" x 11'-6", (Beauvais Carpets). Sample sheet enclosed to be signed and dated for approval by J. Epstein.
- Office walls to be painted by others with Benjamin Moore 'Egyptian Green' 2043-40. Sample sheet enclosed to be signed and dated for approval by J. Epstein.
- Existing wood base, crown, door casings and window frame to be painted by others with Benjamin Moore 'Mermaid Green' 2039-50. Sample sheet enclosed to be signed and dated for approval by J. Epstein.

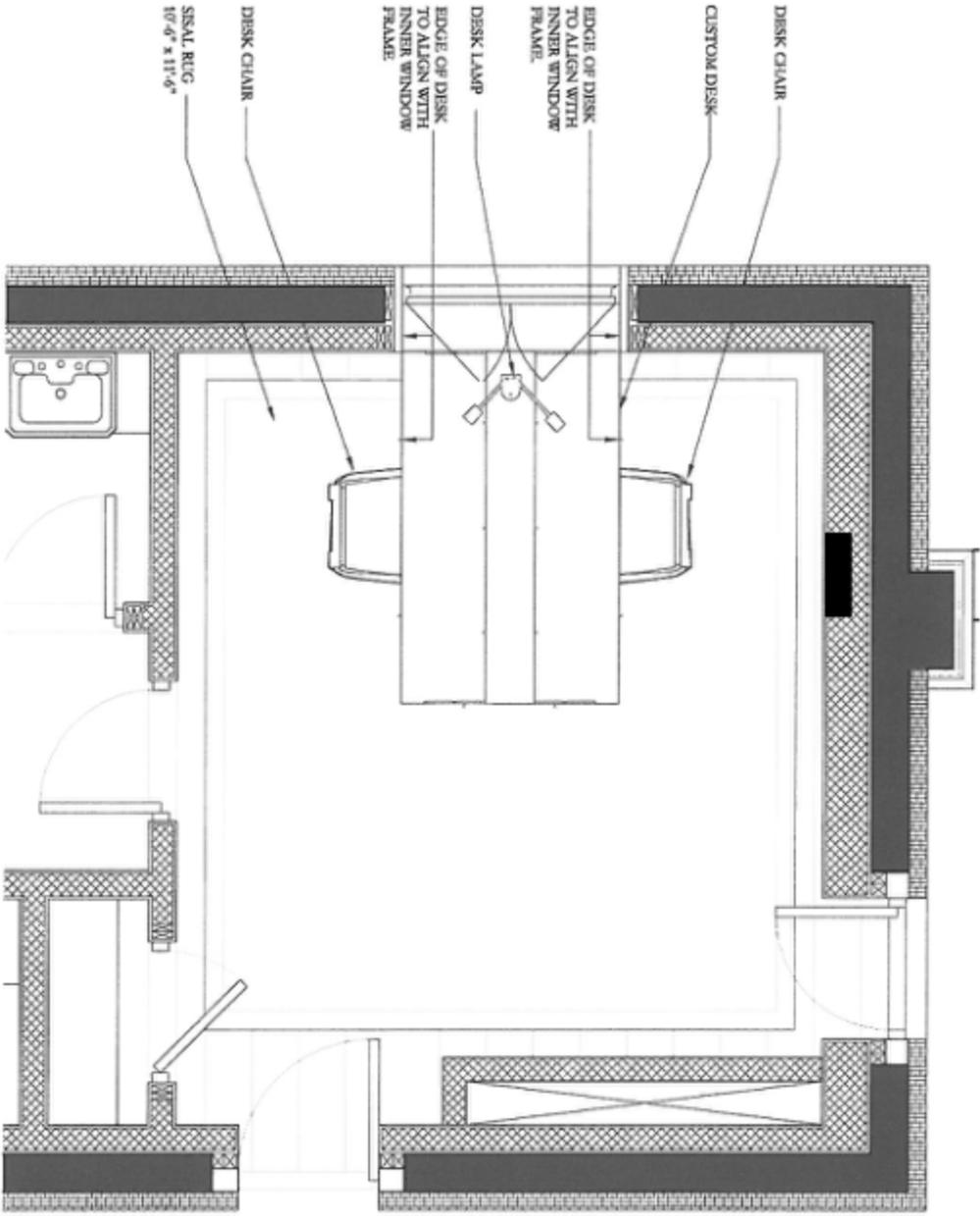
12-29-10



[Handwritten signature]

12-29-10

1 PLAN
1/2" = 1'-0"



12-29-10

NOTES

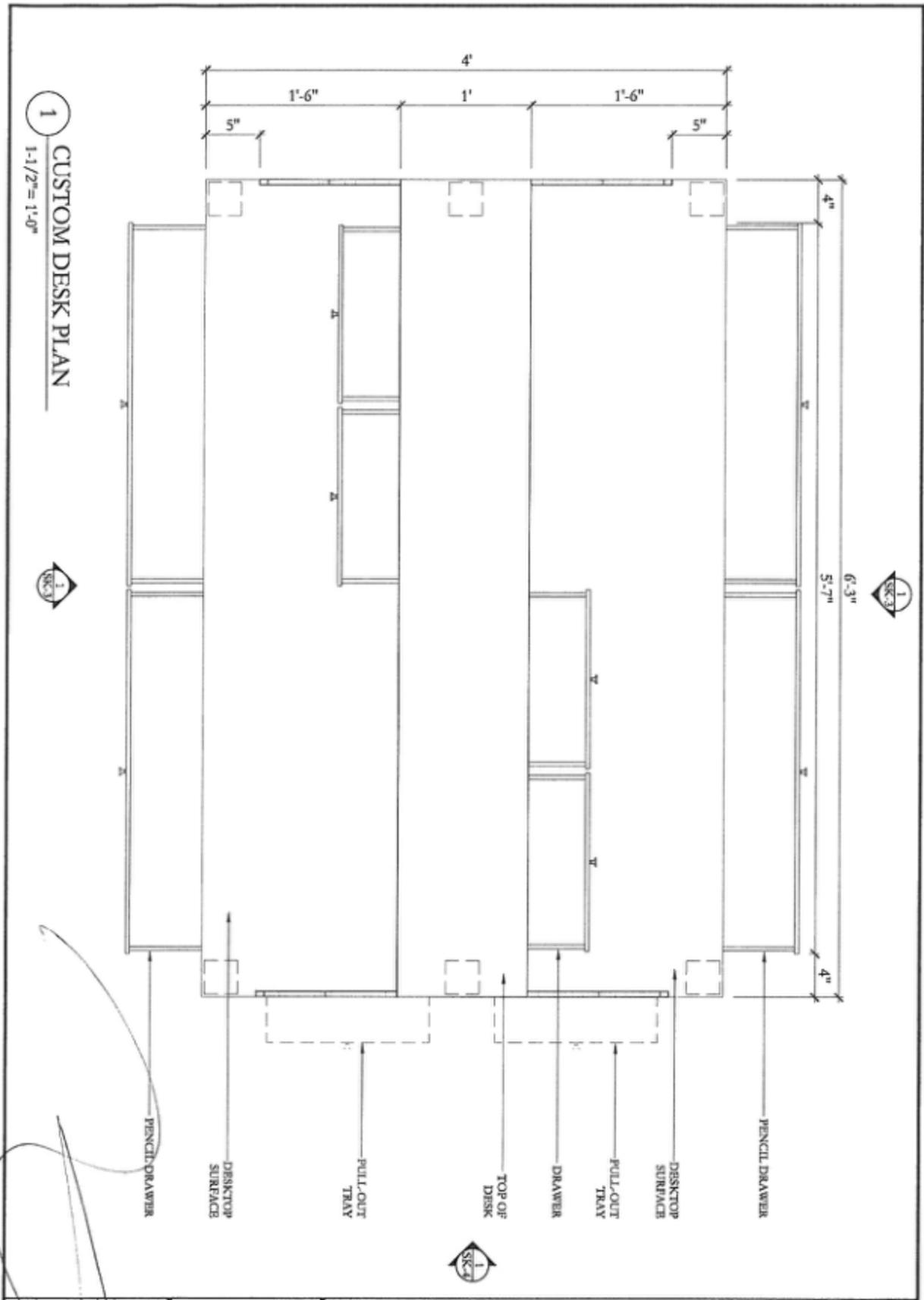
MOLYNEUX
ARCHITECTS

LSJ Office Pavilion
SARAH'S OFFICE
PLAN
01 SK-1

DATE: 12/29/10
SCALE: 1/2" = 1'-0"

PROJECT: SARAH'S OFFICE
SHEET: 01 SK-1

12-29-10



1 CUSTOM DESK PLAN
1-1/2" = 1'-0"



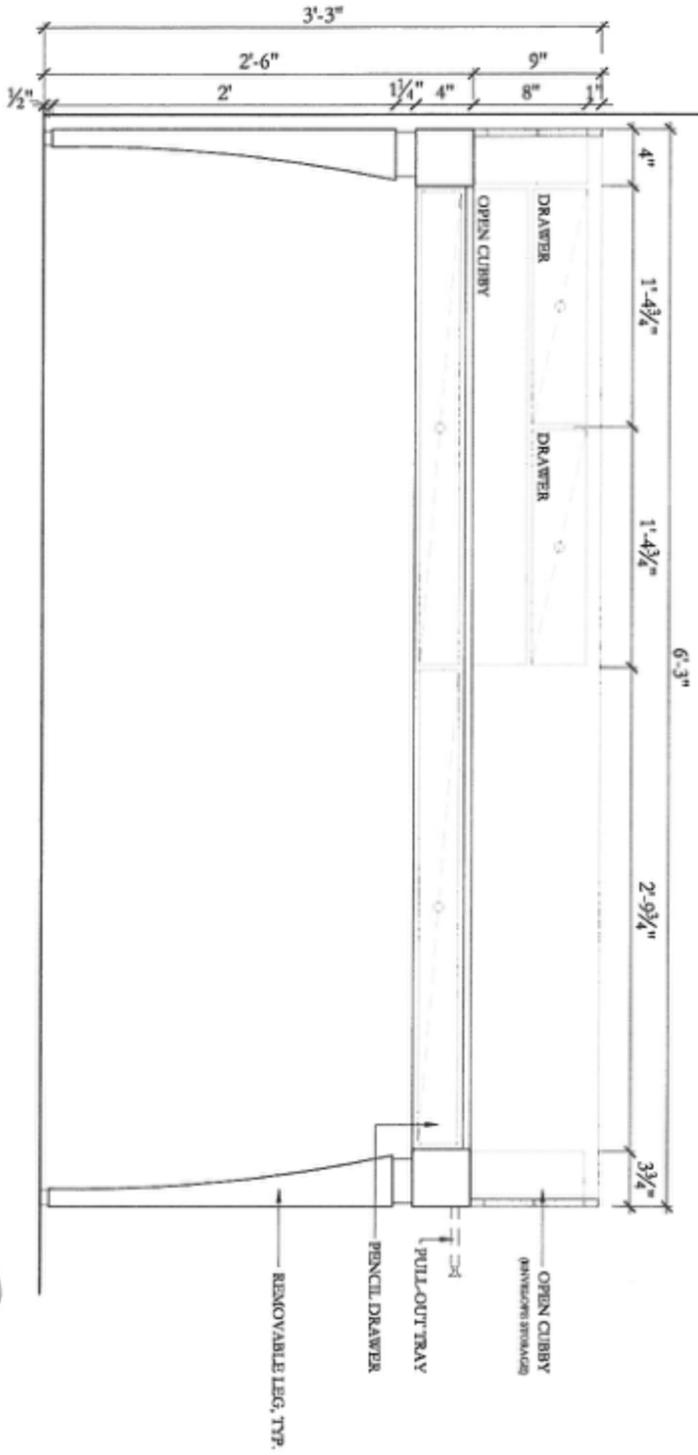
NOTES
PROPOSED MATERIALITY:
LIGHT OAK



LSJ Office Pavilion	
SARAH'S OFFICE	
CUSTOM DESK	
01	SK-2

12 - 29 - 10

NOTES
 PROPOSED
 MATERIALITY:
 LIGHT OAK

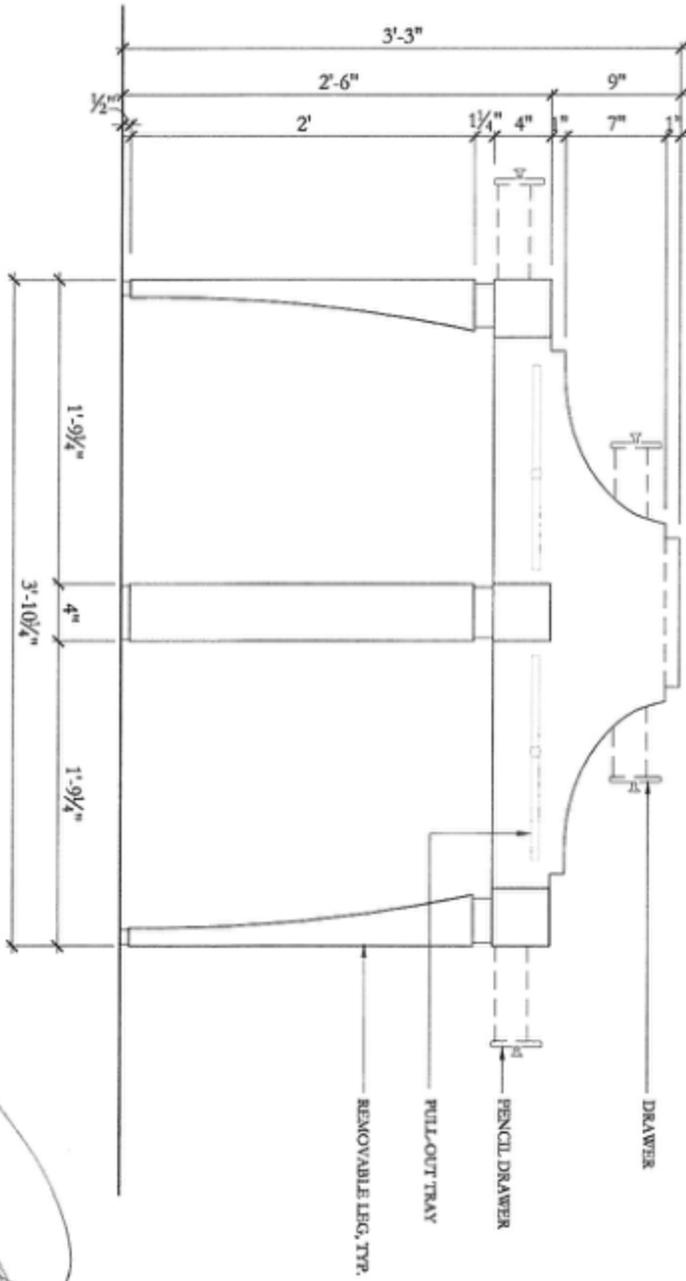


1 CUSTOM DESK ELEVATION
 1'-1/2" = 1'-0"

12-29-10

 <p>MOYNEUX COMMERCIAL INTERIORS</p>		<p>LSJ Office Pavilion SARAH'S OFFICE CUSTOM DESK</p>
<p>01</p>	<p>SK-3</p>	<p>DATE: 12/29/10</p>

NOTES
 PROPOSED
 MATERIALITY:
 LIGHT OAK



1 CUSTOM DESK ELEVATION

1-1/2" = 1'-0"

12-29-10

[Handwritten signature]

LSJ Office Pavilion
 SARAH'S OFFICE
 CLIENT'S DESK

Project No. 01
 Scale: SR-4



THIS DOCUMENT IS THE PROPERTY OF MOLYNEUX ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MOLYNEUX ARCHITECTS. ANY UNAUTHORIZED USE OF THIS DOCUMENT IS PROHIBITED AND WILL BE SUBJECT TO LEGAL ACTION.

DESK LAMP



EURO Style Lighting
Eternity Double Gooseneck LED Desk Lamp
EU73720
Finish: Satin Steel
Quantity: 1

12-29-10

J.P. MOLYNEUX



DESK CHAIR



Modani
Superior Office Chair
Hi-Back
White leather
Quantity: 2

12-29-10

J.P. MOLYNEUX



SISAL RUG



Beauvais Carpets
Size: 10'-6" x 11'-6"
Quantity: 1

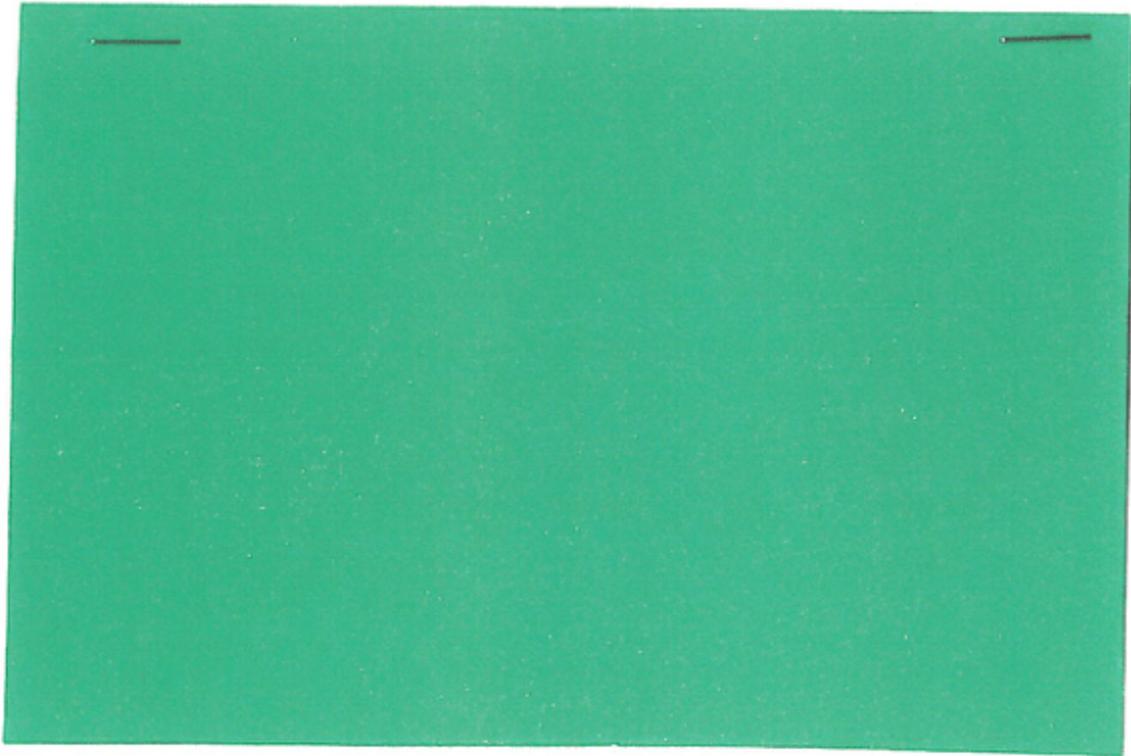
A handwritten signature in black ink, consisting of a large, stylized 'B' followed by a horizontal line and a loop.

12-29-10

J.P. MOI 



WALL PAINT



Benjamin Moore 'Egyptian Green' 2043-40

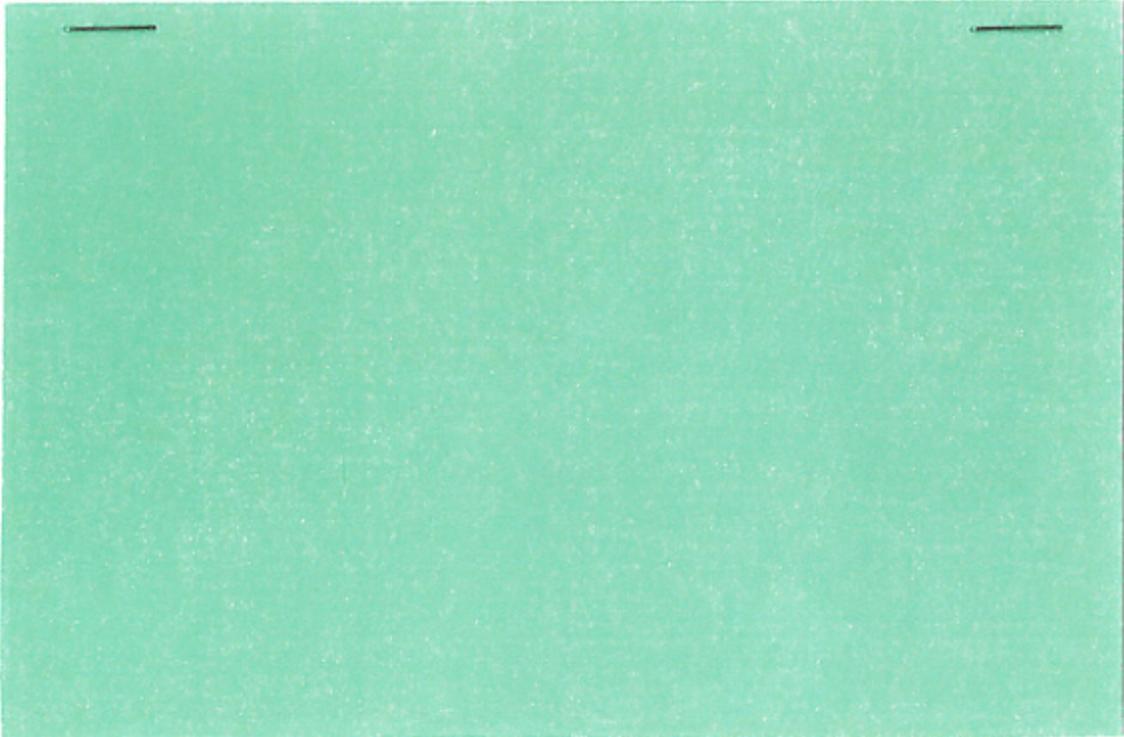
A handwritten signature in black ink, consisting of a large, stylized 'J' and 'M' that are connected and looped together.

12-29-10

J.P. MOLYNEUX



TRIM PAINT



Benjamin Moore 'Mermaid Green' 2039-50

12-29-10

J.P. MOLYNEUX

