

Seller's agreement

Thank you for choosing Christie's to sell your property. This document sets out our agreement with you.

In this agreement "you" and "your" means the seller whose details are set out below and "we" "us" and "our" means **Christie's Inc.** You can find the meanings of words coloured grey at the beginning of part 2.

Date August 5, 2011	
Your details	
Name: Mr. Jeffrey Epstein	
Address: 9 East 71 st Street New York, NY 10021 USA	
Client reference number: [REDACTED]	
Stock Number: [REDACTED]	

Part 1 - Details of the auction and our charges and payment terms

A The Auction
We plan to offer the property in the auctions currently scheduled to take place at the locations and dates set forth on part 3 of this agreement.

B Charges
This part sets out our charges for selling the property.
Seller's commission
We will charge a seller's commission of 5% of the hammer price.
Sale expenses
We will pay the following:
a) The costs of packing the property and transporting it to the saleroom, including customs, export or import duties and charges.
b) If any of the property is unsold, the costs of packing it and returning it to you, including customs, export or import duties and charges.
c) Handling and administration fees for the property if the property is not sold.
d) Marketing and illustration fees for the property.
e) The cost of: i) restoration, ii) framing, mounting, unmounting or remounting, iii) expert opinions or certificates that we believe are appropriate (including gemological tests for pearls or precious stones), and iv) test or analysis that we believe

needs to be carried out to decide the quality of the property, its artist or that it is authentic.

Physical loss or damage liability

We will accept responsibility for physical loss or damage to the property

- a) while the property is being transported from you to Christie's under the control of Christie's or its agents,
- b) while the property is in Christie's possession or control and
- c) while the property is being transported from Christie's to you under the control of Christie's or its agents.

The terms on which we accept liability are set out in paragraph 16 of part 2 of this agreement.

Unsold lots

We are not charging any fee for unsold lots.

C Payment

We will make any payment only to you.

We will send you the proceeds of sale 35 days after the auction if we have received payment in full from the buyer by then. If we have not, we will send you the proceeds of sale no later than 5 working days after we receive payment in full from the buyer.

D Your Agreement

Parts 1, 2 and 3 of this document form the terms of our agreement with you. Please read them carefully before you sign this agreement.

Once you have signed this agreement, you may not withdraw the property from auction except as allowed under paragraph 9 of part 2 of this agreement.

I agree to the terms of this agreement.

Jeffrey Epstein:

Christie's Inc.

Signed by:

for and on behalf of Christie's Inc.

Licensed by the New York City

Department of Consumer Affairs

Principal Auctioneer: Christopher J. Burge

License #761543

Part 2 - Terms and conditions of sale

Please read all parts of this agreement carefully.

1. - Meaning Of Words Used In This Agreement

annual sales – the total hammer price of all items sold on your behalf at auction by any member of the Christie's group in the calendar year (January to December) in which a lot is sold. For these purposes we will convert the hammer prices of items sold outside the country of the saleroom where the lot is being sold into the currency of such saleroom.

authentic - a genuine example, rather than a copy or forgery, of:

- the work of a particular artist, if it is described as the work of that artist;
- a work created within a particular period or culture, if it is described as a work created during that period or culture;
- a work from a particular origin or source, if the work is described as being of that origin or source; or
- in the case of gems, a work which is made of a particular material, if it is described as being made of that material.

authenticity warranty - the guarantee we give to the buyer in the buyer's agreement that a lot is authentic.

buyer's agreement - the terms of the contract of sale between us as your agent and the buyer set out at the back of the auction catalogue which may also be referred to as the "conditions of sale".

buyer's premium - the charge the buyer pays us along with the hammer price as set out in the auction catalogue.

charges - our charges as set out in Part 1B.

Christie's group - Christie's International Plc, its subsidiaries and other companies within the corporate group.

condition - the physical condition of a lot.

condition report - a report we may provide to a potential buyer on the condition of a lot.

estimate – the price range included in the catalogue or any saleroom notice within which we believe a lot may sell. **low estimate** means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the mid point between the two.

hammer price - the amount of the highest bid the auctioneer accepts for the sale of the lot.

lot - an item of property to be offered for sale (or two or more items of property to be offered for sale as a group).

physical loss or damage liability fee - the fee described in part 1B.

proceeds of sale - in relation to a lot, the hammer price less all charges and other amounts owed to us under this agreement.

property - the property you have asked us to offer for sale as described in part 3 of this agreement.

property schedule - part 3 of this agreement which sets out information about the property.

provenance - the ownership history of a lot.

reserve - the confidential amount below which, except as set out in paragraph 5, we will not sell a lot.

sale expenses – the expenses described in part 1B of this agreement.

saleroom notice - a printed notice or oral announcement giving more information about a lot or the auction or the terms of the buyer's agreement.

seller's commission - the commission described in part 1B.

unsold lot fee - the charge described in part 1B of this agreement.

warranty - a statement or representation in which the person making it guarantees that the facts set out in it are correct.

2 - The Buyer's Agreement

You appoint us as your 'exclusive agent' to sell the property by auction and agree that we may sell each lot to the buyer on the terms of the buyer's agreement. You will be directly responsible to the buyer for: a) the warranties in paragraph 3 a) to f) below; and b) any representations you authorise us to make to the buyer on your behalf.

3 - Your Warranties

You give us the following warranties (and authorise us to give the warranties described in a) to f) to the buyer):

- a) You are the owner of the property, or a joint owner of the property acting with the permission of your co-owners, or, if you are not the owner of the property, you have the permission of the owners to sell the property under the terms of this agreement and the buyer's agreement;
- b) You and any and all owners will be together and separately responsible for performing your obligations under this agreement;
- c) You have the right to transfer ownership of the property to the buyer without any restrictions or claims by anyone else;
- d) At the time of handing over the property to us, you have met all requirements relating to exporting or importing the property. You are not aware that anyone else has failed to meet these requirements;
- e) You do not know, and have no reason to suspect, that the property is, or is connected with, the proceeds of criminal activity;
- f) The proceeds of sale will not be used for any unlawful purpose;
- g) You have given us all information you are aware of relating to the condition or provenance of the property or whether it is authentic;
- h) You have told us in writing about any alterations, repairs or restoration to the property of which you are aware;
- i) You have made sure that any lot containing any electrical or mechanical part is in a safe operating condition.
- j) You have told us and will continue to tell us about all facts and matters of which you are aware which might affect the sale or value of the property or the terms on which we are prepared to accept the property for sale; and
- k) You will tell us as soon as you become aware or have reason to suspect, that any of your warranties above are, or may have become, untrue.

4 - Estimates

Estimates are shown on the property schedule. We will fix the estimate for each lot and it may change once we have received and examined the property at our saleroom or as a result of a change in market conditions after the date of this agreement. An estimate is not a guarantee of the price at which we will sell a lot and is a statement of opinion only. Neither you, nor anyone else, may rely upon any estimate as a prediction or guarantee of the actual selling price of a lot.

5 - Reserves

The reserve for a lot cannot be higher than its low estimate. If we are unable to agree the reserve with you before the auction, we may fix it based on our reasonable opinion as to the probable level of bids for the lot. We will be entitled to sell any lot below the reserve if we pay you as if the lot had sold at a hammer price equal to the reserve. You will have to pay us seller's commission on the same basis.

6 Auction And Marketing Arrangements

We will have complete freedom as to:

- a) how and where we exhibit and market the property;
- b) the description, presentation and illustration of the property in the catalogue and any condition report;
- c) how to divide the property into lots;
- d) the contents of any saleroom notice relating to the auction;

- e) how we organise the auction, including the date, place and manner of the auction, who we allow into the auction and whether we accept any bid;
- f) whether to postpone, cancel or reschedule the auction;
- g) whether we should consult anyone else about any lot; and
- h) whether to grant extended payment terms to the buyer of up to 90 days from the date of the sale.

7 - Bidding

You may not bid on your lot or arrange for any person to do so on your behalf. However, we will have the right to bid on your behalf, up to (but not including) the amount of the reserve.

8 - Limits of Liability

We do not give you any warranty in relation to any lot and will not be liable to you:

- a) for any mistakes or missing information in the description of any lot;
- b) if the buyer fails to pay for the lot; and
- c) in any circumstances for any special, consequential, incidental or indirect damages of any kind.

If, despite the terms above we are found to be liable to you for any of the matters set out in this paragraph, we will not have to pay more than the hammer price of the relevant lot or, if it is unsold, its mid estimate.

9 - Withdrawal

a) By you:

- i) You may not withdraw any lot from the auction unless we have broken any of our significant obligations to you under this agreement in a way that:
 - (A) cannot be put right; or
 - (B) has not been put right before the auction or within 14 days of you telling us in writing (whichever is earlier).
- ii) To withdraw your lot in these circumstances, you must let us know in writing as soon as reasonably possible after you become aware that we have broken any of our significant obligations to you.

b) By us:

We may withdraw any lot from the auction at any time if:

- i) we have doubts about its condition or provenance or that it is authentic;
- ii) we have doubts about the accuracy of the warranties in paragraph 3 or your confirmations set out in paragraph 19;
- iii) you have materially broken any of your obligations to us under this agreement, in a way that:
 - (A) cannot be put right; or
 - (B) has not been put right three working days before the auction or within 14 days of us telling you in writing, whichever is earlier; or
- iv) we reasonably believe at any stage that selling or offering the lot for sale will be illegal, put us at risk of any legal claim or cause damage to our reputation, or that other just cause exists.

c) Consequences of withdrawing the lot from the auction

If we withdraw a lot from the auction under paragraph 9(b) or agree to you doing so:

- i) you will pay a withdrawal fee equal to 75% of the total of the seller's commission and buyer's premium (in each case plus relevant taxes) which would have been due if the lot had been sold at the low estimate;
- ii) you will pay our reasonable costs and expenses in preparing the lot for sale; and
- iii) we will be entitled to end this agreement immediately by giving you written notice.

10 - Payment

a) Currency

- i) We will pay you in the currency of the relevant saleroom.
- ii) If you want us to pay you in any other currency, you must send us a payment instruction form (which we can give you), and there may be a fee. We will buy the currency of payment within 2 business working days of the date we pay you. Our certificate confirming the rate of exchange for such currency will be final.

b) If the buyer fails to pay

You agree that we shall not be liable to you in respect of any delay or failure by the buyer to make payment. If a buyer does not pay in full by the due date we, alone, will decide what steps to take on your and our behalf. We shall take such steps as we consider appropriate bearing in mind the reasons for the delay and our assessment of the likelihood of payment being received in full. We do not have to:

- (i) pay you the amounts due from the buyer until the buyer pays us in full (but we will do so if we have released the lot to the buyer as described in paragraph 11 below);
- (ii) enforce payment by the buyer; or
- (iii) take any legal proceedings, cancel the sale or levy additional charges on your or our own behalf.

Please note that exchange control restrictions in certain countries can result in delays to payment by buyers, and that these delays can sometimes be significant. If a delay of this kind is a concern to you please contact us prior to the auction.

c) Right to delay payment

We may delay paying the proceeds of sale to you for a reasonable period if we reasonably believe that any of the circumstances set out in paragraph 15 a) ii) to v) may apply.

11 - Ownership and Risk

a) Transferring ownership to the buyer

Ownership of the lot will transfer to the buyer when we receive full and clear payment from the buyer.

b) Transferring ownership to us

If we release any lot to the buyer before we receive payment in full from the buyer, we will pay you the proceeds of sale for that lot on the due date for payment. If this happens, and in any other circumstances where we pay you the proceeds of sale before we are paid by the buyer, we will own the lot and take over all your rights to recover payment from the buyer. You will do everything needed to transfer ownership of the lot to us.

c) Transferring risk

Risk and responsibility for a lot will pass to the buyer under the buyer's agreement from whichever is the earlier of the following: (i) when the buyer collects the lot or, (ii) at the end of the 90th day from the date of the auction, unless we have agreed otherwise with the buyer. In this case, risk in and responsibility for the lot will transfer to the buyer at the end of the period we agree.

12 - Further Rights

a) Right of retention

We may keep any lot (and any other items belonging to you which are under our control or under the control of another Christie's group company):

- i) until you have paid all amounts you owe us or any Christie's group company;
- ii) for a reasonable period if we become aware of anyone else claiming ownership of, or any other interest in, the lot or we have reasonable doubts as to whether it is authentic;
- iii) while we complete our client identification and registration procedures to our satisfaction; or
- iv) if we consider we have to do so by law or regulation.

b) Right of sale

If you owe money to us or to another Christie's group company, and we are holding any of your property, we can sell it in any way we think appropriate.

c) Using the money

You authorise us to use the proceeds of sale and any other amounts we owe you to:

- i) pay any amount you owe us; and
- ii) pay on your behalf any amount you owe any other Christie's group company.

13 - The Buyer's Premium, Taxes And Artist's Resale Royalty

a) Buyer's premium

We will be entitled to charge the buyer, and keep, a buyer's premium.

b) Artist's resale royalty

If in certain countries local laws entitle the artist or the artist's estate to a royalty, and we pay the royalty to the appropriate authority without being reimbursed by the buyer, you will refund us.

c) Taxes

- i) You are responsible for paying any goods, service or other value added tax at the rate and time required by the relevant law. We have the right to withhold relevant tax amounts from any sale proceeds due to you for the purpose of paying taxes on your behalf if required by law to do so.
- ii) You must give us all relevant information about your tax status and that of the property.
- iii) If we have to pay any taxes, duties or other amounts to any tax authorities on your behalf or as a result of any information you give us under paragraph (i) above being incorrect or due to your failure to complete any forms required by law, you must refund us the full amount and our related costs or expenses when we ask you to do so.

14 - Unsold Lots And Sales After The Auction

a) Sales after the auction

Unless you tell us otherwise, if any lot is unsold at auction, you appoint us as your exclusive agent for 60 days after the auction to sell the lot privately for no less than the reserve and under the terms of this agreement. For post-auction sales, during this 60-day period, all references to "hammer price" in this agreement will be read as if they mean the sale price of the relevant lot.

b) Collection of unsold lots

We will not release any unsold lot to you until you pay us, in cleared funds, all amounts you owe, including taxes. If any lot that we are authorised as your exclusive agent to sell under paragraph 14(a) above has not been sold at the end of the period set forth in paragraph 14(a), we will return the property to you or re-offer it if we mutually agree.

15 - Cancelling The Sale Of A Lot

- a) We can cancel a sale if: i) the buyer fails to pay in full; ii) any of your warranties in paragraph 3 or your confirmations in paragraph 19 are not correct; iii) we reasonably decide that the buyer is entitled to cancel the sale under the authenticity warranty; iv) we reasonably believe that completing the transaction is or may be unlawful; or v) we reasonably decide that the sale of the lot places us or you under any liability to anyone else or may damage our reputation.
- b) In these circumstances you authorise us to accept the return of the lot. If we have already paid you any of the proceeds of sale, you must repay them to us when we ask you to do so.
- c) For the purposes of this paragraph, "cancel" shall include cancellation, termination and rescission under the Uniform Commercial Code.
- d) You must also indemnify us against any claim and reimburse us fully for any loss, liability (whether to the buyer or anyone else), expense or cost (including legal fees) we must pay as a result of the circumstances set out in paragraph 15(a)(ii) and paragraphs 15 (a)(iv) and (v) if the cancellation under 15 (a)(iv) or (v) is as a result of your actions or failure to act.

16 - Physical Loss Or Damage To The Property

- a) We will be liable for the risk of physical loss or damage to a lot from the time we have a lot in our possession or control, or it is in the possession of transporters acting under our instructions. Our liability will end:
 - i) If a lot is sold, from whichever is the earlier of the following: (A) when the buyer collects the lot; (B) at the end of the 90th day following the date of sale.
 - ii) If a lot is not sold, from whichever is the earlier of the following: (A) when you or a person you appoint collects the lot; (B) when we return the lot to you or a person you appoint; (C) at the end of the 90th day following the date of the sale.
- b) Our liability under paragraph a) will be limited by the following:
 - i) Before the auction, we will not pay more than the mid estimate;
 - ii) After the auction, we will not pay more than the hammer price if the lot is sold; or, if a lot is not sold, the reserve;
 - iii) We will not be liable for any physical loss or damage to any lot caused by climatic or atmospheric conditions.

- iv) We will not be liable for any physical loss or damage to picture frames or to glass forming part of picture frames caused by circumstances beyond our control as long as we take reasonable care and skill in handling the lot to reduce the risk of physical loss or damage; and
- v) Certain other conditions which are available from us or on our website at [REDACTED]

17 - Ending the Agreement

a) Termination

We will be entitled to end this agreement immediately on giving you written notice if: i) you have broken any of the warranties; ii) a lot is withdrawn; or iii) the auction is cancelled.

b) Events beyond our control

Neither of us will be responsible for any failure to meet our obligations under this agreement which is caused by circumstances beyond our or your reasonable control. This includes, but is not limited to strike, lock-out, fire, flood, natural disasters, war, armed conflict, terrorist attack and nuclear and chemical contamination.

18 - Photographs And Illustrations

We have the right to photograph, video or otherwise reproduce images of the property in whatever way we think appropriate, as allowed by law. The copyright in any images will belong to us.

19 - Other Conditions

a) Validity

If a court finds that any part of this agreement is not valid, or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted, and the rest of this agreement will not be affected.

b) Your identity

You confirm that your name and address set out on page 1 of this agreement are accurate. You also agree to give us any information and documents we may reasonably need to satisfy our client identification and registration procedures, and confirm that all the information and documents you give us are accurate and are originals or true copies of the originals.

c) Personal information

By signing this agreement, you accept that we will hold and process your personal data or information and may pass it to another Christie's group company for use as described in, and in line with our privacy policy. You can see a copy at [http://www.\[REDACTED\]](http://www.[REDACTED])

d) Introductory commission

Where you have been introduced to us by someone else, you agree that we may pay an introductory commission to that person where we have agreed to do so.

e) Transferring your rights and responsibilities

You may not grant a security over or transfer your rights or responsibilities under this agreement unless we have given our written permission which we will not withhold unreasonably. This agreement will be binding on your estate and anyone who takes over your responsibilities.

f) Translations

If we have provided a translation of this agreement we will use this original version in deciding any issues or disputes which arise under this agreement.

g) Entire agreement

This agreement is the entire agreement and understanding between you and us concerning the property. It will replace any and all other agreements or statements between you and us relating to the property.

h) Law and disputes

With respect to sales in New York, this agreement and any rights arising outside this agreement shall be governed by the laws of the state of New York. Before either we or you start any court proceedings (except in the limited circumstances where the dispute, controversy or claim is related to a lawsuit brought by a third party and this dispute could be joined to that proceeding) we shall consent to the mediation of any dispute following the mediation procedure of JAMS with a mediator affiliated with JAMS and mutually acceptable to each of us. Consent to mediation

shall not be unreasonably withheld. If the dispute is not settled by mediation within 60 days from the date when mediation is initiated by either of us, then the dispute shall be referred to and finally resolved by arbitration in New York in accordance with the International Arbitration Rules of the International Center for Dispute Resolution ("ICDR") by one arbitrator appointed by the ICDR within 90 days after the initiation of the arbitration, who may order the production of documents only for good cause shown. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or in accordance with a court order. The arbitration award shall be final and binding on both of us. You submit to jurisdiction in the state and federal courts located in New York County for the limited purpose of enforcing this agreement to arbitrate. This arbitration and any proceedings conducted hereunder shall be governed by Title 9 (Arbitration) of the United States Code and by the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958.

20 - Confidentiality

Both of us agree to keep all the terms of this agreement confidential unless otherwise required by law.

Part 3 - property schedule

Please see attached schedule of property.