

MODIFICATION

This Modification is made and entered into this ___ day of May 2011 (the "Effective Date") by and between Juan Pablo Molyneux ("JP"), [REDACTED]. Molyneux Studio, Ltd. ("Studio," and together with JP, "Molyneux"), L.S.J., LLC ("LSJ") and Jeffrey Epstein (together with LSJ, "Epstein"); (collectively the "Parties").

WHEREAS, on or about December 30, 2010, the Parties entered into an Agreement for Office Design Services (the "Office Design Agreement"), which Office Design Agreement contained a schedule with exhibits, which schedule was denominated as "Schedule 1" at page 1, paragraph 1 of the Office Design Agreement and identified on its face as a one-page document on [REDACTED]. Molyneux stationery, dated November 15, 2010, with the designation "01901 - LSJ - Sarah's Office" (the "Schedule"), and

WHEREAS, there were certain requirements set forth in the Office Design Agreement and the Schedule with respect to a lamp, a rug, two chairs, and a desk, and

WHEREAS, the lamp has been delivered to and accepted by Epstein, and the rug and two chairs have been inspected and approved by Epstein, and

WHEREAS, certain disputes have arisen regarding the desk that was constructed by Molyneux and inspected by Epstein, and the parties wish to settle such disputes amicably and without any admission of wrongdoing or liability, and

WHEREAS, the Parties wish to modify the Office Design Agreement and the Schedule;

NOW THEREFORE, in consideration of and in exchange for the promises, covenants, and releases contained herein, the parties mutually agree as follows:

The Office Design Agreement and the Schedule shall be modified as follows:

1. All obligations with respect to the desk-top lamp set forth at paragraph 2 of the Schedule are acknowledged and agreed to have been satisfied.

2. Epstein hereby acknowledges that he has approved the two desk chairs and the rug referred to on the Schedule, subject to delivery and inspection according to paragraph 4 below.

3. The desk referred to on the Schedule shall be constructed as follows:

A. The specifications shall be as set forth in the drawings set forth as SK-2 to SK-8, each of which shall be initialed by the Parties. To the extent that the specifications for the items set forth on drawings SK-2 to SK-8 indicate no specific dimensions, such dimensions shall be based on construction standards consistent with the drawings.

B. The grain, treatment, and finish of the items set forth in the attached Schedule will not be held to any standard different than the one set forth in the original Office Design Agreement. The grain representations on the revised SK-series drawings are for illustrative purposes only and impose no new requirements on Molyneux.

C. The desk shall be made available to Epstein for inspection in New York City, on or about 90 days from the Effective Date of this Modification.

4. Following Epstein's approval of the desk in New York City, the two desk chairs, the rug, and the desk shall be provided to Epstein 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. Epstein shall inspect said items and acknowledge receipt thereof immediately upon delivery. After such delivery and inspection, Molyneux shall not be responsible for any of such items, and neither party shall have any obligation with respect to any other.

5. The Parties expressly acknowledge and agree that neither party is in default of any agreement with respect to the other party as of the Effective Date.

6. Except as expressly modified herein, the Office Design Agreement

is expressly ratified and confirmed. In the event of any claimed inconsistency between the Office Design Agreement and this Modification, this Modification shall govern.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Juan Pablo Molyneux Date

█. **Molyneux Studio, Ltd.**

Juan Pablo Molyneux
President Date

Jeffrey Epstein Date
L.S.J., LLC

Jeffrey Epstein
Member Date