

THIS AGREEMENT, entered into this ___ day of May, 2009, by and among Juan Pablo Molyneux ("JP"), J.P. Molyneux Studio, Ltd. ("Studio", and together with JP, "Molyneux"), L.S.J., LLC ("LSJ") and Jeffrey Epstein ("Epstein").

WHEREAS, disputes have arisen between Molyneux, on the one hand, and LSJ and Epstein, on the other hand, relating to payments and deliverables in connection with architectural and design and related services by Molyneux for LSJ and/or Epstein with respect to Little St. James Island and other properties beneficially owned by Epstein (the "Disputes"); and

WHEREAS, the parties hereto desire to settle the Disputes as provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, promises and other provisions contained herein, JP, Studio, LSJ and Epstein (the "Parties"), intending to be bound, hereby agree as follows:

1. The Parties agree to settle the Disputes, upon, subject to and in accordance with the provisions of this Agreement.

2. (a) On or before May 15, 2009, Molyneux shall pay Epstein One Million Two Hundred Thousand Dollars (\$1,200,000) by wire transfer of that amount to an account designated in writing by Epstein to Molyneux not later than May 12, 2009.

(b) (i) Upon execution of this Agreement by the parties hereto, Molyneux shall credit Epstein's account with Studio in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Credit") to be applied against future services provided by, and out of pocket disbursements and expenses incurred by, Studio, to and for the benefit of Epstein and/or LSJ, as determined by Epstein in his discretion (the "Covered Services").

(ii) With respect to actual services rendered as part of the Covered Services, Studio shall bill Epstein and apply such bills against the Credit at a rate equal to Five Hundred Dollars (\$500) per hour for services rendered by JP and a per hour rate for services rendered by all other members of Studio's staff equal to the lower of Eighty Dollars (\$80) per hour or the standard billing rates applicable for services rendered by the particular staff member rendering such services. All services to be performed by Studio hereunder, other than ministerial services, shall be performed exclusively by JP except to the extent that Molyneux gives Epstein notice proposing that that someone other than JP perform such services, and Epstein consents to the same. Such notice shall specify the name and experience of the service professional who would provide such services, the specific service proposed to be provided, the specific portion of a given project to which such service relates and the specific instance in which such service is proposed to be provided. Epstein's consent, which shall be in his discretion, shall be limited

exclusively to the specific service professional, the specific service, the specific portion of the project to which such service relates and the specific instance in which such service is to be provided, all as provided in Molyneux's notice.

(iii) Without in any way limiting the foregoing, the Covered Services shall include, without limitation, those services, disbursements and/or expenses determined by Epstein to be necessary or appropriate to complete the design, construction, and exterior and interior design and decoration, including furniture and furnishings, of the office pavilion currently under construction on Little St. James Island (the "Office Pavilion"), and will further include, without limitation, provision of the skilled labor and supervision, and the payment of all expenses and disbursements in connection therewith, necessary for the proper installation, restaining and refinishing of the cabinetry already delivered to Little St. James by Atelier Fancelli (the "Covered Office Services").

(iv) Notwithstanding the provisions of Section 2(b)(iii) hereof, the parties acknowledge that the labor charges for the installation of such cabinetry were included in the original purchase order between Studio and Epstein and agree that such labor charges shall be paid for by Molyneux without application of the Credit against the same.

(v) Notwithstanding any provisions of this Section 2(b), in the event that at any time and from time to time the aggregate amounts for fees, services, disbursements and expenses in respect of Covered Office Services, when added to the aggregate amounts theretofore applied against the Credit in respect of Covered Services other than Covered Office Services, exceeds the sum of Two Hundred Fifty Thousand Dollars (\$250,000), then the amount of the Credit shall automatically be increased to cover the aggregate of all fees, services, disbursements and expenses in respect of all such Covered Services and all such Covered Office Services, such that neither Epstein nor LSJ shall have any liability whatsoever at any time to make any payments or reimbursements for any Covered Office Services.

(vi) In the event that by the fifth anniversary of the date that this Agreement is executed by all of the parties hereto, Studio shall not have provided Covered Services in an amount equal to the Credit, then on the date of such fifth anniversary, Molyneux shall pay Epstein the unapplied balance of the Credit by wire transfer to the account designated by Epstein to Molyneux pursuant to Section 2(a) or any other account hereafter designated in writing by Epstein to Molyneux (the "Designated Account").

(vii) The unapplied balance of the Credit shall become immediately due and payable, without demand therefor, in the event that either of Studio or JP shall be in breach of this Agreement as provided in Section 5 hereof. In such event, Molyneux shall pay Epstein such unapplied balance by wire transfer to the Designated Account.

(c) (i) Until such time as Epstein and LSJ determine that the Office Pavilion is complete, fully furnished and fully operational (the "Office Completion Date"), JP and Studio shall fully perform, provide and/or incur those services, disbursements and/or expenses determined by Epstein and LSJ to be necessary or appropriate to complete the design, construction, and exterior and interior design and decoration, including furniture and furnishings, of the Office Pavilion, and including, without limitation, the provision of skilled labor and supervision, and the payment of all expenses and disbursements in connection therewith, necessary for the proper installation, restaining and refinishing of the cabinetry already delivered to Little St. James by Atelier Fancelli.

(ii) Molyneux acknowledges and agrees that the occurrence of the Office Completion Date by January 1, 2010 is a material part of the consideration to Epstein and LSJ under this Agreement, that the failure of the same to occur by January 1, 2010 through any fault on the part of either JP or Studio shall deprive Epstein and LSJ of material benefits of this Agreement and shall constitute a material breach of this Agreement. In the event that at any time prior to the Office Completion Date, either of Studio or JP shall be in breach of this Agreement as provided in Section 5 hereof, then on the date of such breach, Molyneux shall pay Epstein the sum of Two Hundred Fifty Thousand Dollars (\$250,000). Said payment shall be in addition to any and all amounts theretofore applied against the Credit for Covered Services in accordance with Section 2(b) hereof and in addition to any and all amounts due and payable to Epstein pursuant to Section 2(b)(vi) hereof and/or Section 2(b)(vii) hereof. Molyneux shall make such payment to Epstein by wire transfer of the same to the Designated Account.

(d) JP and Studio shall be jointly and severally liable for all of the obligations of Molyneux under this Agreement.

3. (a) Other than to enforce the provisions of this Agreement, the Epstein Releasers (as defined in Section 4(a) hereof) shall not institute, commence, assert or prosecute against any of the Molyneux Releasees (as defined in Section 4(a) hereof) any claim, demand, action, suit or proceeding of any kind or nature whatsoever, in law or in equity, directly or indirectly, whether by way of action, defense, set-off, cross-complaint, counterclaim or otherwise, and whether for payment, damages, loss, specific performance or otherwise, related to any claim to be released pursuant to Section 4(a) hereof.

(b) Other than to enforce the terms of this Agreement, the Molyneux Releasers (as defined in Section 4(b) hereof) shall not institute, commence, assert or prosecute against any of the Epstein Releasees (as defined in Section 4(b) hereof) any claim, demand, action, suit or proceeding of any kind or nature whatsoever, in law or in equity, directly or indirectly, whether by way of action, defense, set-off, cross-complaint, counterclaim or otherwise, and whether for

payment, damages, loss, specific performance or otherwise, related to any claim to be released pursuant to Section 4(b) hereof.

(c) The provisions of paragraphs 3 (a) and 3 (b) hereof shall be in full force and effect upon execution of this Agreement, and shall remain in effect unless and until JP and/or Studio are in breach of this Agreement as provided in Section 5 hereof, in which event such provisions shall cease to be in effect. Any statutes of limitations and other defenses based on the passage of time that may be applicable to any claims, causes of action, affirmative defenses or other demands for relief that the Epstein Releasers may have against the Molyneux Releasees with respect to any claim to be released pursuant to Section 4(a) hereof, on the one hand, and the Molyneux Releasers may have against the Epstein Releasees with respect to any claim to be released pursuant to Section 4(b) hereof, on the other hand, shall be tolled, as to each such claim, cause of action, affirmative defense or other demand for relief, for the period from April 15, 2009, through and until the earliest of (i) the full payment and satisfaction by Molyneux of all of their joint and several obligations under Section 2 hereof in accordance with the provisions thereof, (ii) JP's and/or Studio's breach of this Agreement as provided in Section 5 hereof, and (iii) the date on which such claim, cause of action, affirmative defense or other demand is filed.

4. (a) In consideration of, and at the time of, full payment and satisfaction by JP and Studio of all of their joint and several obligations under Section 2 hereof, each of Epstein and LSJ and each of their successors, assigns, heirs, executors and administrators (collectively, the "Epstein Releasers") fully and irrevocably releases each of JP and Studio, and each of their successors, assigns, principals, heirs, executors, and administrators (collectively, the "Molyneux Releasees"), of and from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, costs, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether direct, derivative, individual, representative, legal, equitable, or of any type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law, for, upon or by reason of any matter, cause, or thing whatsoever in any way relating to, involving, referring to, arising out of, or based upon, directly or indirectly, any actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters or things whatsoever, or any series thereof, existing or occurring on or prior to the date hereof relating in any way to the Disputes. Anything to the contrary in this Section 4(a) hereof notwithstanding, nothing herein shall release the Molyneux Releasees from any of their respective joint or several obligations under this Agreement.

(b) At the time of the full payment and satisfaction by JP and Studio of all of their joint and several obligations under Section 2 hereof, each of JP and Studio and each of their successors, assigns, heirs, executors and administrators (collectively, the "Molyneux Releasers") fully and irrevocably releases each of Epstein and LSJ, and each of their successors, assigns, principals, heirs, executors, and administrators (collectively, the "Epstein Releasees"), of and from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, costs, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether direct, derivative, individual, representative, legal, equitable, or of any type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law, for, upon or by reason of any matter, cause, or thing whatsoever in any way relating to, involving, referring to, arising out of, or based upon, directly or indirectly, any actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters or things whatsoever, or any series thereof, existing or occurring on or prior to the date hereof relating in any way to the Disputes. Anything to the contrary in this Section 4(b) hereof notwithstanding, nothing herein shall release the Epstein Releasees from any of their respective joint or several obligations under this Agreement.

(c) Each of the Parties hereby acknowledges and agrees that the full payment and satisfaction of all of JP's and Studio's joint and several obligations under Section 2 hereof is a material term of this Agreement and that but for such full payment and satisfaction Epstein and LSJ would not have entered into this Agreement. Each of the Parties further acknowledges and agrees that the releases provided in this Section 4 shall be of no force or effect until such time as there has been full payment and satisfaction of all of JP's and Studio's joint and several obligations under Section 2 hereof.

5. JP and Studio shall be in breach of this Agreement if any of the following conditions or events shall occur:

(a) Molyneux shall fail to make payment when due under Sections 2(a) hereof; or

(b) Molyneux shall fail to credit Epstein's account as provided in Section 2(b)(i) hereof; or

(c) Molyneux shall fail to make payment when due under Section 2(b)(vi) hereof, Section 2(b)(vii) hereof or Section 2(c)(ii) hereof within 10 days after Epstein and/or LSJ give notice of such non-payment to Molyneux; or

(d) JP and/or Studio shall at any time fail to perform his and/or its obligations under Section 2(c)(i) hereof and fail to cure such non-performance within 10 days after Epstein and/or LSJ give notice of such non-performance to Molyneux; or

(e) The failure, through any fault on the part of JP and/or Studio, of the Office Completion Date to occur by January 1, 2010 as provided in Section 2(c)(ii) hereof and the failure of JP and Studio to cure the same within 10 days after Epstein and/or LSJ gives notice of such failure to Molyneux; or

(f) Molyneux shall default in the performance of or compliance with any other provision contained in this Agreement and fail to cure such default within 10 days after Epstein and/or LSJ give notice of such default to Molyneux; or

(g) Any written representation, warranty, or other statement made by JP and/or Studio in this Agreement or in connection herewith or therewith shall be false in any material respect on the date as of which made; or

(h) Studio shall terminate or cease to conduct business in the ordinary course, the sale of all or substantially all of the assets of Studio's business, JP shall cease to own the majority of the ownership interests in Studio, JP shall cease to have majority control over the management, decisions and actions of Studio, or either or both of JP and Studio shall sell or otherwise dispose of any of their material assets outside the ordinary course of business; or

(i) the commencement of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, receivership or liquidation or similar proceeding of any jurisdiction relating to JP and/or Studio; or

(j) the death or incompetency of JP; or

(k) Any event or change shall occur after the date hereof that has caused or evidences, either in any case or in the aggregate, the impairment of the ability of JP and/or Studio to perform, or of Epstein and/or LSJ to enforce, any provision of this Agreement.

6. 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. The Parties agree that they are entering into this Agreement for the purpose of settling certain disputes between them and to avoid further expense with respect to those disputes.

7. The Parties agree to keep the provisions of this Agreement confidential and not to disclose the same to any third party, except (a) to employees and professional advisors with a need to know the same, or (b) if legally compelled to disclose the same pursuant to a subpoena, summons, order or other judicial or governmental process. The provisions of this Section 7 will cease to be in effect in the event that JP and/or Studio is in material breach of this Agreement as provided in Section

5 hereof.

8. This Agreement constitutes the entire agreement between the Parties regarding the settlement of the Disputes. 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 in this Agreement.

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

10. 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.

11. The Parties represent and warrant that, as of the Effective Date of this Agreement, they have not assigned, conveyed, or otherwise transferred the rights to any claims, demands, causes of action, rights, or obligations related in any way to the claims to be released in paragraphs 4(a) and 4(b) to any other person or entity, nor shall they hereafter do so.

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

13. 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.

14. 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.

15. 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 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.

16. Any statements, communications or 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:

Darren K. Indyke, Esq.
301 East 66th Street, 10B
New York, NY 10065
(212) 517-2052

(b) For JP and Studio:

Jay Goldberg, Esq.

17. This Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands applicable to agreements entered into entirely within the United States Virgin Islands, without regard to the principles of United States Virgin Island law regarding conflicts of laws.

18. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any court sitting in the United States Virgin Islands over any suit, action or proceeding arising out of or relating to the Disputes. Each Party agrees that service of any process, summons, notice or document as provided in Section 16 hereof shall be effective service of process for any action, suit or proceeding brought in any such court. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum. Each Party agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court 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.

19. In the event that JP and/or Studio are in breach of this Agreement as provided in Section 5 hereof, then Epstein and LSJ may terminate this Agreement upon notice of such termination to Molyneux. The provisions of Sections 2, 5, 6 and 8 through 18, inclusive, shall survive the termination of this Agreement.

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.

J.P. MOLYNEUX STUDIO, LTD.

By: _____
Juan Pablo Molyneux
President

JUAN PABLO MOLYNEUX

JEFFREY EPSTEIN

L.S.J., LLC

By: _____
JEFFREY EPSTEIN
Member