



IMAX Private Theater - Platinum Little Saint James - Private Residence

House Systems - Gym Systems - Spa Systems | 375 Greenwich Street, New York, West Virginia, 10013 | (800) 357-5124

We're pleased to provide this proposal for the following work, best described as 6 seat IMAX Private Theatre for the Little Saint James residence in the US Virgin Islands.

The scope of work includes the following items:

IMAX PRIVATE THEATER (PLATINUM) EQUIPMENT:

- Leading-edge IMAX Private Theatre dual-projection 4K 3D technology with a high-dynamic range
- Immersive surround sound custom calibrated for your installation
- Customized IMAX Private Theatre curved screen
- A complete blue-ray playback system and the ability to add additional client-products via auxiliary HDMI inputs, including video-game feeds, computers, etc.
- IMAX multimedia content server
- System controls via a custom user touch screen interface
- Specifications for an acoustically-engineered / isolated room leveraging IMAX's patents
- World-class installation and theatre design support services
- 24 / 7 Service support with remote access and calibration 365 days/year
- 3-year complete maintenance/warranty for the complete system (per IMAX)
- 3-year VIP customer service hotline

INTERIOR DESIGN & CONSTRUCTION PACKAGE (STUDIO STYLE):

- Wall/Floor/Ceiling Treatments
- Millwork/Cabinetry
- Luxury Automated Seating (by Cineak)
- Lighting Fixtures
- Environmental Controls (Lighting control, HVAC control & Automation)
- Acoustic Isolation & Engineered Room Acoustics

Labor for the below equipment includes the following:

- Project Management and administration
- Custom system design, engineering, and documentation
- System installation and commissioning service
- System programming
- User lesson

*****PLEASE NOTE*****

- AC Power outlets will be required within six feet of all equipment locations as per HS's specification.
- All high voltage devices by others. All low voltage by House Systems.
- All electric, construction, and build-out by others.
- Any painting and/or patching of wall surfaces necessary will be provided by the client at the client's own expense.
- Travel and expenses are not included and will be billed to the client separately as incurred.

Theater



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IMAX Private Theatre Platinum Complete Audio-Visual Package, \$1,000,000.00 including:

- Dual 4K 2D/3D projectors
- Advanced image super enhancer
- Immersive IMAX® curved screen and movable frame
- Proprietary IMAX® sound system
- Quality equalizer and power amplifier
- HD multi-media content server and player (supporting HD television, Blu-ray, DVD, CD, gaming and karaoke)
- Touch-screen control pad with dedicated control system
- Number of seats x3 pairs of professional 3D glasses

IMAX Private Theatre is the worlds first turn-key home entertainment system from a single source, offering a complete audio-visual package including user-friendly control system, optimal performance ensured by 24/7 system monitoring, and dedicated services and support.



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IPT Platinum - Interiors Package Platinum Complete Interior Design & Construction Package Including: \$1,250,000.00

- Wall/Floor/Ceiling Treatments
- Millwork/Cabinetry
- Luxury Automated Seating (by Cineak)
- Lighting Fixtures
- Environmental Controls (Lighting control, HVAC control & Automation)
- Acoustic Isolation & Engineered Room Acoustics

Summary Of Costs

Material Subtotal :	\$2,250,000.00
Miscellaneous Equipment, Parts, & Interconnects :	\$101,250.00
Site Protection & Garbage Removal :	\$33,750.00
International Import Taxes, Tariffs, & Shipping :	\$60,000.00
Labor Subtotal :	\$250,000.00
Subtotal :	\$2,695,000.00
Tax (0%) :	\$0.00
Grand Total :	\$2,695,000.00

Payment Terms

Percentage	Description	Amount
30%	Upon Acceptance	\$808,500.00
30%	Upon Infrastructure Order	\$808,500.00
30%	Upon Final Equipment Order	\$808,500.00
10%	Upon Substantial Completion	\$269,500.00

Acceptance

Little Saint James - Private Residence

Date

House Systems - Gym Systems - Spa Systems

Date

Terms and Conditions:

1. The Client acknowledges that the nature of this project requires the Client's support and cooperation. The success of the project including, but not limited to meeting completion dates and keeping within projected costs, is dependent upon such support and cooperation.
2. All invoices are payable within fifteen business days of receipt. A monthly finance charge of 1.5% is payable on all overdue balances.
3. Electronics Partners Group Inc. dba House Systems/Gym Systems/Spa Systems (hereafter referred to as "The Company") shall be entitled to immediately cease all work and pursue all remedies available to it under the law in the event that the Client shall default in any of its obligations including, but not limited, to its obligation to make timely payment to The Company for services and expenses as set forth above in the opening of this agreement or any agreed upon change orders subsequent to this agreement. In the event of a lawsuit, or other litigation, the losing party will pay all legal related fees for both the Client and The Company.
4. The labor on this proposal represents our best estimate for the project. Our actual labor charges will be reflected on our final invoice and shall not exceed more than fifteen percent of the estimated labor unless associated with a specific signed and approved change order.
5. The Company shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered and recommended changes relating to the development and testing of the system. The Company shall inform the Client promptly by telephone and/or email upon discovery of any event or problem that may delay the development of the work significantly. The Company is not responsible for delays resulting from circumstances beyond its control, including but not limited to construction delays, permitting delays or delays caused either directly or indirectly by the client or client's other subcontractors. While we will make every effort to accommodate minor and reasonable changes in scheduling, major delays or changes in the scope of the project may result in a delay of the final completion date and may incur additional costs. The Company will inform the client or client's representative should a situation like this arise, and provide the client with a revised schedule and estimate of additional costs if necessary.
6. Any changes to the system will be treated as riders to this agreement. All charges resulting from these changes shall be due and payable in full upon agreement by Client to purchase such. In the event that an item has been ordered by The Company and the Client no longer is interested in said item, the Client agrees to pay any restocking fees and costs for The Company to return said item or items. In addition, If the Client cancels any installed equipment from the project, The Company will charge standard hourly rates for the removal of the equipment. All riders must be in writing and signed by both parties.
7. The Company and the Client acknowledge that they may each be required to work with information, records and data that are of a confidential or sensitive nature. The Company and the Client expressly agree that they will take all reasonable measures to: (1) maintain this data in confidence, (2) not use it for any purpose other than its performance under this agreement, and (3) require their employees to comply with the confidentiality requirements of this agreement.
8. The Client agrees to hold The Company harmless for any shipping mishaps that might occur while equipment is outside of our direct custody.
9. The Company reserves the right to substitute any discontinued parts or equipment with an alternative product of equal

or superior performance, with the client's approval.

10. The Company shall use its best efforts to have the equipment delivered and installed in a timely manner. Thirty (30) days prior notice in writing is mandatory for Infrastructure to be scheduled to start and sixty (60) days prior notice in writing is mandatory for Final Installation to be scheduled to start. No project milestone will occur until the client has made the appropriate payment as outlined in the Payment Terms section of this document. A dust-free site is required before Final Installation can begin.

11. If the project encounters extensive delays for reasons beyond our control, The Company reserves the right to bill to the Client for the next milestone after a period of twelve (12) consecutive months has passed from the previous milestone, regardless of the actual phase of the project, unless other arrangements are made in advance.

12. Final payment will be billed upon substantial completion of the project, and any outstanding items will be noted in writing at that time. Substantial Completion is the stage in the progress of the approved scope of work when the installation is sufficiently complete so the client can utilize the work for its intended use. All work other than incidental corrective and punch list work, including but not limited to equipment delays, minor operational issues, software bugs and/or factors beyond our control, shall be considered completed. At this milestone, we will conduct an inspection and put together a Punch List of any remaining items. The "Punch List" will detail any remaining items still requiring correction or completion. The client's final inspection items (if any) will be added to the official "Punch List", and a "Project Completion Letter" will be presented to the client for signature. Any issues that arise after this date will be considered "Service" issues and covered via our 1- Year Service Guarantee.

13. The Company is not responsible for any items beyond our scope or control that would tend to delay final completion, and such items may require and incur additional charges, including but not limited to changes or additions to the scope of work, programming, hardware or other changes requested by the client. Items such as minor service issues, keypad or button engravings, repair or replacement of items under warranty by the manufacturer, custom requests or special order items with long lead times will be addressed as service issues and will not be considered sufficient to delay final billing.

14. The Client acknowledges and gives permission to The Company to remotely manage, upgrade, and perform troubleshooting of the systems installed over the internet unless The Company is notified in writing that we should no longer remotely work on the systems.

15. The Client gives permissions to The Company to photograph its work for its own internal use; The Company will not publish these photos without expressed written authorization from the Client.

16. Certain items related to this project may be the responsibility of the client or client's contractor. A partial list of these is outlined in 'Appendix A' below.

17. All equipment is covered by the respective manufacturer's warranties starting with the date the equipment is delivered to the job site. Our service policy, which lasts for one year from the date of equipment delivery, includes free in-home diagnosis, repair, pick-up, delivery and re-installation. Loaner equipment will be supplied based on availability. Our service policy applies ONLY to equipment provided by The Company. Service calls resulting from non-Company provided equipment will be charged at standard hourly rates.

18. In the event the project is canceled for any reason, The Company shall release all project assets (documentation, source code, passwords, equipment, etc.) once payment is received for any outstanding invoices. Project payments are

nonrefundable.

19. The signature of both parties shall evidence acceptance of these terms.

20. This proposal is valid for thirty (30) days.

Appendix A: Contractor Responsibilities

Note: these items need to be accomplished by the job site contractor. The labor charges for these items are not included in the Company's proposal and will be billed by the contractor directly to the Client. This list is all-inclusive, each item may not apply to this particular project. See our wiring plans and specifications package for the specific details.

20.1. Installation of ¾" plywood (or suitable material) behind all wall mounted TVs to accommodate at least 300 pounds.

20.2. Installation of all in-wall and in-ceiling speaker frames.

20.3. Installation of all in-wall keypad frames as well as any multi-gang electrical boxes for data and communication jacks as called out on the Company-provided AV plan.

20.4. All low-voltage wire pulls and cable will be provided by The Company unless otherwise noted/agreed upon in advance.

20.5. Modification of cabinets and closets housing Company-provided equipment to have proper ventilation; BTU requirements will be provided as part of the design documentation package when and where required.

20.6. Installation of motorized lifts and or screens (for example: in pop-up cabinets, drop down lifts, etc.).

20.7. All High-Voltage wiring – both for electrical outlets and for lighting and motorized shade systems. (To be provided by the job site electrical contractor/licensed electrician of record as per The Company's specification)

20.8. Installation of Thermostats and Thermostat related sensors. (To be carried out by the job site HVAC contractor as per The Company's specification)