

## **INDEPENDENT CONTRACTOR'S AGREEMENT**

This Agreement (the "Agreement") is made as of **May 15, 2014** by and between **Mr. Jeffrey Epstein, with an address at 6100 Red Hook Quarter, B3, St. Thomas, VI 00802** (the "Individual"), and **Celestino A. White Sr., Consulting & Management Firm, LLC**, a corporation with its principal place of business at Estate Dorothea 17A-1, St. Thomas VI 00801 (the "Independent Contractor").

In consideration of the mutual premises herein contained, Individual and Independent Contractor hereby agree as follows:

### **SECTION 1: ENGAGEMENT**

The Individual hereby engages the Independent Contractor, and the Independent Contractor hereby accepts such engagement, to perform the following services, upon, subject to and in accordance with the terms and conditions set forth in this Agreement:

- 1. Assist Individual in the negotiation of a sales price for Dog Island ,St. Thomas, U.S. Virgin Islands with the United States Virgin Islands Government Department of Property and Procurement (P&P).**
- 2. Once a sales price has been determined and accepted by P&P, CAWCMF will lobby the following agencies for approval of the sale:**
  - a. The Department of Justice**
  - b. The Office of the Governor**
  - c. The Legislature of the Virgin Islands**
- 3. Upon approval of the sale by all entities, CAWCMF will lobby for and monitor the recording of the deed by the Public Surveyor and the Recorder of Deeds until an original deed is produced and delivered to the Individual.**

### **SECTION 2: TERM AND TERMINATION**

A. The term of this Agreement shall commence upon execution of the contract and terminate upon completion of items listed under Section 3A subsections (a), (b), (c) and (d), or if otherwise terminated by either party.

B. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.

D. Upon termination of this Agreement by either party, the Independent Contractor shall provide to the Individual, upon request, any and all copies, in whole or in part, of the Materials (as hereinafter

defined) as they then exist ,and any and all tangible materials the Individual provided to the Independent Contractor in connection with this Agreement.

### **SECTION 3: COMPENSATION**

A. In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, the Individual shall pay the Independent Contractor a fixed fee (the "Fee") in the amount of Fifty-Five Thousand 00/100--Dollars (\$55,000.00) to be paid as follows:

Thirty-Five Thousand Dollars 00/1000 (\$35,000.00) to be paid upon execution of contract with the remaining Twenty-Thousand Dollars to be paid as follows:

- a) Five Thousand 00/100 Dollars (\$5,000.00) due and payable within 10 days after acceptance of a sales price by the Department of Property and Procurement
- b) Five Thousand 00/100 Dollars (\$5,000.00) due and payable within 10 days after approval of the sale by the Department of Justice
- c) Five Thousand 00/100 Dollars (\$5,000.00) due and payable within 10 days after approval of the sale by the Office of the Governor
- d) Five Thousand 00/100 Dollars (\$5,000.00) due and payable within 10 days after approval of the sale by the Legislature of the Virgin Islands

B. The Individual will reimburse the Independent Contractor for reasonable and necessary expenses incurred in the performance of the Services; provided, however, that all such expenses shall be subject to Individual's prior written approval. Air travel, if pre-approved, shall be at coach fares and lodging, if pre-approved, shall be at moderately priced accommodation, taking advantage of available corporate discounts.

C. The Independent Contractor acknowledges and agrees that, except as provided in this Section 3, it shall not be entitled to, and the Individual shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

### **SECTION 4: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. The Independent Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to bind the Individual or to enter into any contracts or agreements on behalf of the Individual or to otherwise commit the Individual to any obligations, and the Independent Contractor shall not represent itself as the agent or legal representative of the Individual.

B. Further, the Independent Contractor shall not be entitled to participate in any of the Individual's benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

C. The Individual shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs shall be the Independent Contractor's responsibility.

#### **SECTION 5: PROPRIETARY RIGHTS**

A. The Independent Contractor acknowledges that it has no right to or interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Independent Contractor in connection with such Services (herein referred to as "Materials").

B. Notwithstanding the foregoing, the Individual acknowledges that the Independent Contractor's ability to carry out the work required is heavily dependent upon the Independent Contractor's experience.

#### **SECTION 6: CONFIDENTIALITY**

A. In connection with the performance of Services hereunder, the Independent Contractor may be exposed to confidential and proprietary information of the Individual, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information shall be subject to a Confidentiality Agreement in the form of Exhibit A attached hereto, the provisions of which are incorporated herein by this reference as if fully set forth herein.

B. The Independent Contractor shall not, without the prior written consent of the Individual, use the Individual's name in any advertising or promotional literature. The Independent Contractor shall not publish any articles relating to the Individual, this Agreement, or the Services and shall not otherwise refer to the retention of Independent Contractor to render services hereunder.

#### **SECTION 7: WARRANTIES AND INDEMNIFICATION**

A. The Independent Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry, and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

ii) The Independent Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Independent Contractor, enforceable against it in accordance with its terms.

iii) The Independent Contractor will perform the Services in accordance with the specifications established by the Individual.

B. The Individual represents and warrants that he has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Individual, enforceable against him in accordance with its terms.

C. The Independent Contractor hereby indemnifies and holds harmless the Individual, his subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Individual shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Individual and provide reasonable assistance in defending any such claim.

### **Section 8: GENERAL TERMS**

A. This Agreement shall be governed and construed in accordance with the laws of the United States Virgin Islands applicable to contracts made and fully performed therein.

B. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized overnight courier service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized overnight courier service or three days after being sent by mail.

C. The Independent Contractor may not, without the written consent of the Individual, assign, subcontract, or delegate its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

D. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation. All waivers hereunder must be in writing signed by the party against whom such waiver is sought to be enforced.

E. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth herein shall survive such expiration or termination.

F. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

**INDIVIDUAL: MR. JEFFREY EPSTEIN**

\_\_\_\_\_ Date \_\_\_\_\_

**CONTRACTOR: CELESTINO A. WHITE SR. CONSULTING & MANAGEMENT FIRM, LLC**

\_\_\_\_\_  
Celestino A. White, Sr., President

Date:

