

CONSULTING CONTRACT

This Agreement is made effective as of February 10, 2013, by and between Jeffrey Epstein, of Little St. James Island, United States Virgin Islands, and Cruzan Gardens, of 7000 RR-1, Kingshill, United States Virgin Islands 00850.

In this Agreement, the party who is contracting to receive services shall be referred to as "Jeffrey Epstein", and the party who will be providing the services shall be referred to as "Cruzan Gardens".

Cruzan Gardens has a background in Landscape Construction & Maintenance and is willing to provide services to Jeffrey Epstein based on this background.

Jeffrey Epstein desires to have services provided by Cruzan Gardens.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on February 10, 2013, Cruzan Gardens will provide the following services (collectively, the "Services"): Landscape Construction, Maintenance and Irrigation Consultation and Recommendations.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Cruzan Gardens shall be determined by Cruzan Gardens. Jeffrey Epstein will rely on Cruzan Gardens to work as many hours as may be reasonably necessary to fulfill Cruzan Gardens obligations under this Agreement.

3. PAYMENT. Jeffrey Epstein will pay a hourly fee to Cruzan Gardens for the Contracted Services based on the attached fee schedule. This fee shall be payable weekly, no later than 10 days after the end of each applicable week during which Services were performed.

4. EXPENSE REIMBURSEMENT. Cruzan Gardens shall be entitled to reimbursement from Jeffrey Epstein for all "out-of-pocket" expenses including, but not limited to transportation and accommodations.

5. SUPPORT SERVICES. Jeffrey Epstein will provide the following support services for the benefit of Cruzan Gardens: Transportation to and from St. Thomas and Little St. James Island.

6. NEW PROJECT APPROVAL. Cruzan Gardens and Jeffrey Epstein recognize that Cruzan Gardens Services will include working on various projects for Jeffrey Epstein. Cruzan Gardens shall obtain the approval of Jeffrey Epstein prior to the commencement of a new project.

7. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Cruzan Gardens of the Services required by this Agreement, unless and extension is approved by both parties.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that Cruzan Gardens is an independent contractor with respect to Jeffrey Epstein, and not an employee of Jeffrey Epstein. Jeffrey Epstein will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Cruzan Gardens.

9. EMPLOYEES. Cruzan Gardens employees, if any, who perform services for Jeffrey Epstein under this Agreement shall also be bound by the provisions of this Agreement.

10. INJURIES. Cruzan Gardens acknowledges Cruzan Gardens obligation to obtain appropriate insurance coverage for the benefit of Cruzan Gardens (and Cruzan Gardens employees, if any). Cruzan Gardens waives any rights to recovery from Jeffrey Epstein for any injuries that Cruzan Gardens (and/or Cruzan Gardens employees) may sustain while performing services under this Agreement that are a result of the negligence of Cruzan Gardens or Cruzan Gardens employees.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or addressed as follows:

IF for Jeffrey Epstein:
jeevacation@gmail.com

[REDACTED]

IF for Cruzan Gardens:
Cruzan Gardens
Kenneth Holmes
President
7000 RR-1
Kingshill, United States Virgin Islands 00850
or
[REDACTED]

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral

or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the Territory of United States Virgin Islands.

Party receiving services:
Jeffrey Epstein

By: _____
Owner
Jeffrey Epstein

Party providing services:
Cruzan Gardens

By: _____
President
Kenneth Holmes



CRUZAN GARDENS FEE SCHEDULE 2012

(Subject to change based upon Market conditions)

Consultation: \$ 45.00 per hour, 2 hour minimum (pre-paid)

Design: \$ 65.00 per hour, 4 hour minimum (pre-paid)

Installation:

*Landscape: \$ 30.00 per man hour (labor only)

*Irrigation: \$ 35.00 per man hour (labor only)

*Low voltage Lighting: \$ 30.00 per man hour (labor only)

Equipment:

Bobcat/Skid steer: \$ 55.00 per hour with Operator (8 hour min.)

Attachments available for an additional fee:
Trencher, Auger drive with 9, 18 & 36" augers

Backhoe: \$ 75.00 per hour with Operator (8 hour min.)

Ditch Witch trencher: \$ 55.00 per hour with Operator (8 hour min.)

Dump Truck: \$ 85.00 per hour with Driver

Boom Truck: \$175.00 per hour with Operator

Irrigation Technician: \$ 65.00 per hour plus parts

*Landscape/irrigation/lighting rates are labor with burden only. Lump sum proposals are available, which may reduce the overall cost of a project.

Please see a Sales Associate for additional information.