



Amy Cassell Atelier, LLC
Design Services Agreement

This Design Services Agreement (the "Agreement") constitutes a contract between the individual(s) identified in the Client Information section below (the "Client") and Amy Cassell Atelier, LLC ("ACA") as of the Agreement Date with respect to the design, development and renovation of 10 Studio/1Bedroom Apartments in NYC and 1st Floor of an existing NYC residence.

Agreement Date: June 23, 2014

Client Information:

Name: Jeffrey Epstein
Project Addresses: 9 W. 71st Street, New York, NY
10 Studio/1 Bedroom Apartments in NYC, visited May 18, 2014
Email: jeevacation@gmail.com

This Agreement covers:

- 1) A description of ACA's key services:
 - a. Interior Design Services
 - b. Project Oversight
- 2) ACA's Fee Structure
- 3) Additional Terms and Conditions of this Agreement

The Client and ACA agree as follows: The specific services to be provided by ACA to the Client shall include the following:

A. INTERIOR DESIGN SERVICES

ACA services shall include, identifying and analyzing the needs and goals of the Client, assessing the existing premises, and assisting Client in evaluating project resources and limitations.

ACA will complete the design concept providing floor and furniture plan layouts at multiple scales, elevations, and 2D renderings of interior spaces; selections of all finishes, materials, furnishings, fabrics and lighting; coordinate with visualization consultant to produce 3D renderings or animations of interior spaces; observe on site installations; and all other design related criteria for the interior space.

ACA will prepare preliminary conceptual studies, including sketches, plans, elevations, and proposed materials, of no less than 2 design schemes, for presentation to the Client. After a thorough discussion, evaluation, and inspection of samples, a final agreement between ACA and the Client will be made as to final interior design concepts.

ACA will work with the Client in narrowing the selections based on the Client's desired scheme. For product purchasing (furniture, fabrics, carpets, decorative lighting, art and accessories), ACA will procure quotes at "trade" pricing for Direct Purchasing by Client's appointed representative. ACA will work with such representative to procure all product (furniture, fabrics, carpets, decorative lighting, art and accessories) agreed to for the project.

ACA's drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for architectural or engineering purposes. ACA does not provide architectural or engineering services and cannot be held liable for designs used for such purpose.

All concepts, drawings, and specifications prepared by ACA (a.k.a. Project Documents) and all copyrights and other proprietary rights applicable thereto remain at all times ACA's property. Project Documents may not be used by Client for any purpose other than completion of Project by ACA. If the nature of the Project requires engagement by Client of any contractors to perform work based upon ACA concepts,

drawings or interior design specifications, the Client will enter into contracts directly with the concerned contractor.

B. PROJECT OVERSIGHT

ACA may provide a referral for contractors, and ACA shall prepare the necessary bidding documents and purchasing/procurement information. ACA shall assist the Client, or Client's appointed representative, in coordinating schedules for delivery and installation of work for the project.

ACA shall visit the project premises as deemed necessary by ACA, or as otherwise agreed to by the Client and ACA in writing to become familiar with the progress and quality of the work completed, and to determine if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the contract documents and/or ACA concepts.

ACA shall not be responsible for malfeasance, neglect or failure of a contractor, sub-contractor, or material supplier to meet their schedules for completion or to perform their respective duties and responsibilities.

ACA is not responsible for the performance, quality, timely completion, methods, means, or delivery of any work, materials or equipment furnished by the contractors. ACA will further not be responsible for resolving or mediating any disputes between the Client and the contractors.

ACA shall assist the Client, as necessary, in preparing a "punch list" of final items to be completed by the Contractor. However, any payment to ACA shall not be conditional upon the contractor's final completion of these punch list items.

FEE STRUCTURE

Current program consists of interior design and furniture sourcing for 10 Studio/1 NYC Bedroom apartments; re-envisioning of the Entry sequence into the NYC Residence, including, Entry, Office, Stair Hall and Dining Room.

ACA Fee Summary

\$30,000 – Initial Payment, due upon execution of contract

\$65,000/month – August 2014-December 2014, or month by which current program work as outlined in this contract is completed

Includes:

2 full time dedicated team members

In addition to this fee, certain Consultants may be required, such as Architects, Lighting, Low Voltage, Engineers, Visualization Consultants etc, they would be mutually selected and fee quotations obtained upon request.

Reimbursable expenses are in addition to the fee. Reimbursable expenses will include the costs of transportation, long distance communications, messengers, plotting and reproduction, photography, booklets, 3D renderings, animations, finished models, mock ups, movers and installers. ACA bills monthly for professional services and for all reimbursable expenses at Direct Cost.

Fee proposal does not guarantee completion of outlined program by December 2014 date. Due to the evolving nature of the project, should there be unforeseen conditions or a change in scope, ACA reserves the right to adjust the fees.

Absent any written agreement to the contrary, ACA's invoices are payable on receipt. Invoices will also reflect "costs," that is, out-of-pocket advances or special internal costs incurred on Client's behalf, for which ACA is to be reimbursed.

Compensation for any other services rendered by ACA in connection with any additional work not originally contemplated or specified, or in connection with any subsequent changes to plans, will be negotiated with the Client before performance of same.

Hourly Rates:

Principal: \$245/hour

Designer: \$125/hour

Junior Designer: \$100/hour

Project Administrative Assistant: \$80/hour

Amy Cassell Atelier, LCC 3314 N. Lake Shore Drive, #4AB Chicago, IL 60657 (312) 316-0205

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT

Late Payments. Any amount not paid when due under this Agreement shall bear interest at the rate of 3% per month until paid. In addition to all other legal rights, ACA shall be entitled to withhold delivery of further performance on Interior Design Services should the Client fail to timely make payments due to ACA.

Estimates. Any estimates or proposals are only for the purpose of informing the client of the potential cost of services. It is understood and agreed that such estimates are not binding, and actual costs or fees may be more or less.

Photography Consent. Client will permit ACA or representatives to photograph the project upon completion of the project. ACA will be entitled to use photographs for ACA business purposes but shall not disclose the project location or Client's name without Client's prior written consent.

Agreement Termination. In the event of termination, suspension or abandonment of the Project by the Owner, ACA shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for ACA to suspend or terminate services. Either ACA or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 30 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

Dispute Resolution and Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be decided by litigation in the Circuit Court of Cook County. The laws of the State of Illinois shall govern this Agreement. In the event ACA hires an attorney to enforce any right under this Agreement, Client shall reimburse ACA for all such attorney fees and expenses, regardless of whether or not a suit is filed.

Limit of Responsibility. ACA shall not be responsible or liable for required permits, HOA approvals, governmental approvals, engineering, architectural services, manufacturing defects, acts of God, delays or actions of third parties.

Remaining Provisions. Any provision of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon both ACA and the Client.

By signing below, the Client and Amy Cassell Atelier, LLC acknowledge terms and conditions contained within this Agreement and further acknowledge that this Agreement, along with subsequent written correspondence regarding, but not limited to, pricing, fees, terms, and timelines together represent a complete contract between the Client and Amy Cassell Atelier, LLC.

CLIENT:

Signature	Print Name	Date
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AMY CASSELL ATELIER, LLC REPRESENTATIVE:



Amy Cassell, Principal
June 23, 2014