

ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE AND
INDEMNITY

THIS ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE,
AND INDEMNITY dated 03/01, 2019.

By:

Rebecca


(the undersigned, together with all of the past, present and future directors, officers, managers, employees, subcontractors, representatives and agents of the undersigned, are hereinafter referred to, collectively, as "I", "me" or "my") in favor of the Indemnified Persons (as defined below).

WHEREAS, I desire to be engaged as a vendor, supplier and/or an independent contractor of one or more of Nautilus, Inc., LSJE, LLC, Great St. Jim, LLC, Jeffrey Epstein, and/or other corporations, limited liability companies or entities affiliated with any of the foregoing (hereinafter referred to as "you" or "your"), to provide services and/or provide and/or install products, materials, machinery, equipment for, on or with respect to either or both of the properties located at and known as Little St. James Island and Great St. James Island (the "Properties"), all as more particularly described on Exhibit A hereto (the "Work"); and

WHEREAS, my actions in connection with such engagement, my travel to and from the Properties and my physical presence on the Properties may cause me to engage in Inherently Dangerous Activities (as defined below) and expose me to Inherently Dangerous Conditions (as defined below); and

WHEREAS, as a material inducement and an express condition precedent for you to consider me for such engagement, and to so engage me, and in consideration of any such engagement that I may obtain from you, I have agreed to assume the risk of, to waive, and to Release, indemnify and hold harmless the Indemnified Persons (as defined below) from and against, any and all past, present and future claims in any way arising out of, related to or connected with, any and all past, present and future damage and/or destruction to personal property, any and all past, present

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and future personal injuries, and/or my death in connection with such engagement, my past, present and future travels to and from the Properties, my past, present and future physical presence on the Properties, my past, present and future exposure to any and all Inherently Dangerous Conditions, my past, present and future participation in any and all Inherently Dangerous Activities or any other past, present and future acts or omissions on or with respect to the Properties;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by me, I, intending to be legally bound, hereby agree as follows:

1. **ACKNOWLEDGEMENT.** I understand and acknowledge that the Properties, including, but not limited to, the pathways, roadways, docks, riprap, buildings, structures, improvements, landscape, topography, hardscape, ponds, falls, shores, surrounding waters, and other features thereof, both natural and man made, may contain defects, both hidden and obvious, and "attractive nuisances," vegetation, animals and other conditions ("Property Conditions"), and that there are used on the Properties tools, equipment, machinery, chemicals, and other materials as a material part of the conduct of normal operations on the Properties ("Property Equipment and Materials"), and that such Property Conditions and Property Equipment and Materials may be dangerous to my person and property ("Inherently Dangerous Conditions"). I further understand and acknowledge that in connection with my present and future engagement, my past, present and future travel to and from the Properties, and my past, present and future physical presence on the Properties, I may have been and may be required to engage in activities that exposed or will expose me to such Property Conditions, and required or may require my use of such Property Equipment and Materials, and that such activities may be dangerous to my person or property ("Inherently Dangerous Activities"). I further acknowledge, agree and represent that I fully understand the nature of the Inherently Dangerous Conditions previously, presently or hereafter on the Properties and the nature of any Inherently Dangerous Activities that I have undertaken or may undertake, and that I am in good health and in proper physical condition to bear the risk of exposure to such Inherently Dangerous Conditions and to engage in any such Inherently Dangerous Activities. I further agree that it is and shall be my sole responsibility to, and I shall, obtain and maintain my own liability insurance policies for the work, naming you as an additional insured, in such amounts as we shall mutually agree, and I have obtained and shall obtain and maintain workman's compensation insurance for my employees, in such amounts and with such coverages as are required by law, to insure against past, present and future damage and destruction to personal property, and past, present and future personal injury or death to my subcontractors and direct and indirect employees who have provided or may hereafter provide the Work.

2. **ASSUMPTION OF THE RISK.** I fully understand that (a) my present and future engagement by you to provide the Work, my past, present

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and future travel to and from the Properties, my past, present and future physical presence on the Properties, my past, present and future exposure to any Inherently Dangerous Conditions and my past, present and future engagement in any Inherently Dangerous Activities INVOLVES RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Dangers"); (b) these Dangers may have been or may be caused by my own actions or inactions, the actions or inactions of others, the conditions existing at the time that the Dangers occur, or the negligence of one or more Indemnified Persons; and (c) there are or may be other risks, damages and losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH DANGERS AND RISKS AND ALL RESPONSIBILITY FOR ALL LOSSES, COSTS, AND DAMAGES that may have been and may hereafter be incurred by me as a result of or in connection with the Properties, my present or future engagement by you to provide the Work, my past, present and future travel to and from the Properties, my past, present and future physical presence on the Properties, my past, present and future exposure to any Inherently Dangerous Conditions and my past, present and future engagement in any Inherently Dangerous Activities. I fully understand and agree that I HAVE BEEN, AM AND SHALL BE FULLY RESPONSIBLE FOR MY OWN SAFETY WHILE ON THE PROPERTIES. I expressly agree to assume the risk and liability that I have suffered or may suffer, directly or indirectly, injury, including, but not limited to, total loss or destruction, to my property or personal injury, including, but not limited to serious bodily harm or death, whether due to some Inherently Dangerous Condition, Inherently Dangerous Activity or otherwise, whether known or unknown to you, or any owner, shareholder, member, director, officer, manager, supervisor, employee, representative, attorney, contractor or agent of you (you, together with all such owners, shareholders, members, directors, officers, managers, supervisors, employees, representatives, attorneys, contractors and agents of you, collectively, the "Indemnified Persons"), whether disclosed or not disclosed to me, and whether or not caused by any act of negligence of any Indemnified Person, as long as such acts do not constitute willful and wanton misconduct.

3. CAREFUL INSPECTION. I agree, represent and warrant that I will carefully consider and inspect each Inherently Dangerous Condition to which I am exposed and each Inherently Dangerous Activity in which I take part, and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify you in writing regarding the same and will not take part in such unacceptably hazardous or dangerous activity until the condition has been corrected.

4. WAIVER AND RELEASE OF CLAIMS. I hereby waive, and release, acquit and forever discharge each and all of the Indemnified Persons from all liability for, any and all past, present and future claims, demands, losses, or

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damages previously, now or hereafter arising out of, relating to, or connected with, the Properties, my present and future engagement by you to provide the Work, my past, present or future travel to and from the Properties, my past, present or future physical presence on the Properties, my past, present or future exposure to any Inherently Dangerous Conditions and my past, present or future engagement in any Inherently Dangerous Activities, including, but not limited to, any and all claims, demands, losses, or damages for past, present and future loss or destruction, to my property or for any past, present and future serious bodily harm or death, and including, but not limited to, any and all claims, demands, losses or damages arising out of the past, present and future negligence of any of the Indemnified Persons (hereinafter referred to as "Released Claims").

5. **COVENANT NOT TO SUE.** I hereby expressly covenant not to sue or initiate, prosecute, participate in or otherwise pursue any claim or cause of action against any of the Indemnified Persons arising out of or relating to any Released Claim, whether past, present or future.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, I shall defend, indemnify and hold harmless each and all of the Indemnified Persons from any and all claims, actions and/or damages in any way arising out of, relating to, or connected with any and all matters, whether past, present or future, within the scope of any Released Claims, whether such claims, actions and/or damages are asserted by me or any third parties, including, without limitation, for past, present and future bodily injury and property damage, as well as for attorneys fees and costs of you. This indemnity shall constitute a waiver of any immunity conferred by any applicable workers compensation laws.

7. **ADDENDA.** I shall cause each and every one of the subcontractors of the undersigned and each and every one of the direct or indirect employees of the undersigned who may provide the Work to agree in writing to be subject to, and bound by, the provisions of this instrument for the benefit of the Indemnified Persons, as if such subcontractor or employee was an original signatory hereto, by signing an Addendum in the form of Exhibit B attached hereto.

8. **THIRD-PARTY BENEFICIARIES.** I hereby acknowledge and expressly agree that the provisions of this ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNITY shall be fully enforceable against me by any of the Indemnified Persons, each of whom is hereby expressly deemed to be an intended third-party beneficiary hereof.

9. **GOVERNING LAW.** This ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNITY shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, applicable to contracts

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executed and to be performed entirely therein without application of any principles of conflicts of laws.

[SIGNATURE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

Name: _____

Name and Title, if any, of Authorized Signatory:

Signature: _____

CONFIDENTIALITY AGREEMENT

In order to induce LSJE, LLC, a Virgin Islands limited liability company (the "Company"), to consider me for employment with the Company or to consider engaging me as an independent contractor of the Company, and in consideration of any future employment or engagement that I may obtain with the Company and any compensation or other remuneration to be hereafter paid to me in connection therewith, I, _____ (hereinafter sometimes referred to as the Applicant), acknowledge that I have been informed of my obligations hereunder and that such obligations are a condition to the Company's consideration of my employment or engagement by the Company, and any subsequent employment or engagement I may obtain, and I hereby agree as follows:

Section 1. Term of Employment; Termination. In the event that I am hereafter employed by the Company, notwithstanding anything to the contrary provided in the Virgin Islands employment law, I agree and understand that nothing in this Agreement shall confer any right with respect to the grant or continuation of my employment by the Company. I further agree and understand that, in the event that I am hereafter employed or engaged by the Company, any breach of this Agreement by me may result, in addition to any and all other remedies which may then be available to the Company, in my immediate termination.

Section 2. Confidentiality Obligations of the Applicant.

2.1 Definition of Confidential Information. (a) For purposes of this Agreement, the term "Confidential Information" shall mean any "Company Information" (as hereinafter defined) and any "Personal Information" (as hereinafter defined) about any one of (i) Jeffrey Epstein, (ii) Little St. James Island and Great St. James Island (the "Property"). (iii) the Company, any corporation, limited liability company, partnership or any other entity owned or controlled by Jeffrey Epstein ("Affiliate"), or any of the members, managers, partners, directors, officers, shareholders, or agents thereof, (iv) any other employee of the Company or any Affiliate or any other person or entity employed or engaged to provide services on or with respect to the Property, (v) any person visiting the Property or any of the Company's offices, and (vi) any personal associate, business associate or client of any of the persons described in the above clauses (i) through (v), inclusive, gathered or learned by the Applicant directly or indirectly during the course of the Applicant's application for employment or engagement by the Company and/or in connection with any employment or engagement of the Applicant by the Company.

(b) For purposes of this Agreement, the term "Company Information" shall mean information about the Company of any type which is commonly considered of a confidential nature and includes, but is not limited to, information (whether in oral, written, photographic or recorded form) regarding the persons or entities for who the Company provides services; business plans; mechanized or nonmechanized systems of accounting; methods or procedures in conducting activities; drawings, plans, permits or filings with respect to the Property; vendor lists; assets; financial records; the identities, skills, business activities, compensation and financial net worth and any other information of a similar nature about any of the persons or entities described in clauses (i) through (vi), inclusive, of Section 2.1(a) of this

Agreement (the "Classified Parties").

(c) For purposes of this Agreement, the term "Personal Information" shall mean information of any type which is commonly considered of a personal nature and includes, but is not limited to, information (whether in oral, written, photographic or recorded form) regarding the identities; the nonbusiness activities; personal assets; personal plans; the personal lifestyle, relationships, friends and relatives of, the individuals who associate with or who are invited to associate with, and any other information of a similar nature about any of the Classified Parties.

2.2 **Confidential Information Shall Not Be Discussed.** At all times hereafter, I will hold in the strictest confidence and will not use, publicize, lecture upon, publish or in any manner disclose any Confidential Information, unless the Company has expressly authorized in writing such disclosure, use or publication. I hereby assign to the Company any rights I may have or acquire in any Confidential Information and acknowledge that all Confidential Information shall be the sole and exclusive property of the Company. I further agree and acknowledge that under this Agreement, I am obligated to use my best efforts to ensure that no Confidential Information is disclosed. To the extent that I have any doubts, either now or in the future, as to whether information I possess is Confidential Information as defined herein, I will contact the Company for clarification before divulging or using such information.

2.3 **Third Party Information Shall Not Be Disclosed.** I understand that I may receive Confidential Information from third parties, as well as from the Company. I acknowledge and agree that Confidential Information which I receive from third parties is to be treated in the same manner as Confidential Information received from the Company and that all of my obligations hereunder apply to all Confidential Information received, regardless of its source.

2.4 **Return of Documents.** Upon demand by the Company, I will deliver to the Company any and all documents, written materials, notes, drawings, photographs, specifications and any other materials of any type or nature whatsoever which I have in my possession or control, and all copies thereof, which may constitute, include or disclose Confidential Information.

Section 3. **Review of Agreement.** I acknowledge that I have read this Agreement, and that I have had the opportunity to consult and review it with my own counsel if I so desire, before signing it.

Section 4. **Conflicts.**

4.1 **Avoidance of Conflict of Interest.** I agree that during the term of any employment or engagement of me by the Company, so long as I am employed or engaged on a full-time basis, I will not, without the Company's express written consent, engage in any employment or other business activity other than the performance of my duties for the Company.

4.2 **No Conflicting Obligations.** I warrant and represent that I have not entered into, and agree that I will not enter into, any agreement (either written or oral) that

Agreement (the "Classified Parties").

(c) For purposes of this Agreement, the term "Personal Information" shall mean information of any type which is commonly considered of a personal nature and includes, but is not limited to, information (whether in oral, written, photographic or recorded form) regarding the identities; the nonbusiness activities; personal assets; personal plans; the personal lifestyle, relationships, friends and relatives of, the individuals who associate with or who are invited to associate with, and any other information of a similar nature about any of the Classified Parties.

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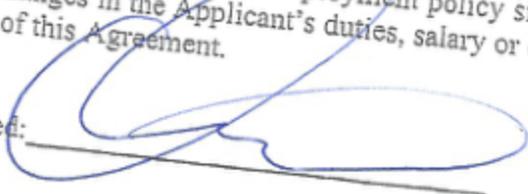
and effect, regardless of whether the Applicant is ultimately employed or engaged by the Company, and if the Applicant is employed or engaged by the Company, the provisions hereof shall survive the termination of any such employment or engagement of the Applicant by the Company.

6.4 **Binding Effect.** This Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, heirs and personal representatives.

6.5 **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all of the terms and provisions of this Agreement.

6.6 **Headings.** The headings contained herein are for convenience only and shall not control or effect in any way the meaning or interpretation of the provisions hereof.

6.7 **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and the Applicant relating to the subject matter hereof and supersedes and merges all prior discussions, understandings and agreements, whether written or oral, between them relating to the subject matter hereof. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged therewith. If the Applicant is hereafter employed or engaged by the Company, any terms of employment or statements of employment policy signed by the Applicant, and any subsequent change or changes in the Applicant's duties, salary or other remuneration will not affect the validity or scope of this Agreement.

Signed: 

Print Name: BENJAMIN A DURE

Date: 01/1

Address: 