

From: Darren Indyke <[REDACTED]>
To: Lesley Groff <[REDACTED]>

Subject: Fwd: Privileged and Confidential

Date: Tue, 17 Dec 2013 21:59:58 +0000

Attachments: December_16,_2013_Agreement_Among_JEE,_STC_and_MZ.doc

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
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Telephone: [REDACTED]
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Begin forwarded message:

From: Darren Indyke <[REDACTED]>
Date: December 16, 2013 12:18:30 PM EST
To: Jeffrey Epstein <jeevacation@gmail.com>
Subject: Privileged and Confidential

New draft of Mort Agreement is attached incorporating your instructions from this morning's call. In addition, please note the following:

1. The description of the proprietary services to be provided is as follows:

"Southern Trust Company, Inc., a Virgin Islands corporation ("STC"), has agreed to collaborate with you, Mortimer B. Zuckerman ("Mr. Zuckerman"), using STC's database of financial information, regarding estate planning matters in respect of Mr. Zuckerman's assets and estate ("Estate Planning") and in connection therewith, using that financial database, will provide proprietary services to Mr. Zuckerman consisting of analyzing, evaluating, planning and structuring large discrete issues relating to Mr. Zuckerman's financial estate ("Proprietary Services")."

It goes on to state in Section 1 of the agreement:

"STC, using its database, shall provide to Mr. Zuckerman Proprietary Services deemed appropriate by STC and Mr. Zuckerman . . ."

2. The Agreement in the form of a letter form you at STC is dated December 16, 2013 and provides for a term ending on October 15, 2014. See Section 1
3. Section 2 provides for a fee of \$21MM, with \$15MM to be paid by no later than 12//31/13 and \$6MM to be paid by no later than 2/28/14.
4. In Section 2 of the last draft I sent you, we sent included a provision that stated that Mort's estate would be liable to you even if Mort died during the term - Section 2(c). We also included a provision that stated that if you died at any time during the term, then any amounts paid previously get refunded, no further amounts are due and STC has no further obligation - Section 2(d). Are both of these provisions ok?
5. In the last draft, Section 3 thereof containing Kovel provisions, you told me to indicate that Paul Weiss was serving as Legal Counsel for Mort. That same firm also is supposed to receive copies of notices under Section 7 of the last draft. Shall this stay the same in this draft?
6. In the Investment Advisor disclaimer provisions set forth in Section 6 of the last draft, you asked me to specifically indicate that Jamie and Eric Gertler were serving in the role of investment advisors. Does that stay the same in this draft?
7. In Section 7, where it provides an email address for notices or other communications to STC sent by email, I have included your email address: jeevacation@gmail.com. I did not include my email address because under Section 7 a courtesy copy of any notices to STC is also to be separately sent to me, including at my email address. See Section 7. Is it ok to use your jeevacation@gmail.com address?

Please review the foregoing and the attached draft any let me know if you require any changes. Thanks.

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