

Jeffrey Epstein
c/o Darren Indyke, Esq.
[REDACTED]

Molyneux Studios
c/o Jay Goldberg, Esq.
[REDACTED]

RE: RESOLUTION AGREEMENT
ST. JAMES PROJECT

Gentlemen:

Attached hereto are Fancelli Paneling work proposals, inclusive of: (i) Fancelli's response to items described in Mr. Epstein's September 8th E-Mail and designated "1" through "10" in the "Indyke Complaint Punch List"; (ii) proposal for "New Work" orders, submitted for approval and payment by Molyneux Studios; and (iii) invoices for completed work and prior travel expenses related to the St. James Project that have been invoiced with balances outstanding for payment.

To accelerate completion of the items designated by Mr. Indyke as "Punch List" items, as are approved by Fancelli, and "Punch List" items designated by Fancelli as "New Work," both relating to the St. James Project, we request that:

A) Juan Pablo Molyneux, Molyneux Studio and Jeffrey Epstein, each by authorized representative, shall acknowledge that the scope of work designated by Mr. Indyke as "Complaint Punch List" items "1" through "10," to the extent identified and designated as Items 1A, 1B, 1C, 2A, 2B, 2C, 3, 4, 5, 6A, 6B, 7, and 8, to the Fancelli Attachment, constitutes the complete and final list of all work to be performed by Fancelli pursuant to Molyneux Studios Purchase Order #2680 with Fancelli Paneling and that upon substantial completion of such work substantially in accordance with the attachment, Fancelli Paneling shall be deemed to have satisfied, in full, its

obligation to Molyneux Studio and to have satisfied each alleged grounds identified in the Complaint in an action designated, *Epstein and L.S.J., LLC v. Fancelli Paneling, Inc.*, bearing a Case No. ST-10-CIV. 443; and

AGREED AND APPROVED
Jeffrey Epstein

By

AGREED AND APPROVED
Juan Pablo Molyneux
Molyneux Studio

By

B] Mr. Epstein, by authorized representative, on behalf of himself, individually, and on behalf of entities in which Epstein has a direct or beneficial interest, shall acknowledge that neither he, nor the identified entities, shall rely on the presence of Fancelli Paneling, Inc., either by independent contractor or by employee or officers, as grounds to assert jurisdiction over Fancelli Paneling, Inc., its employee(s), officer(s), or the independent contractor; and

AGREED AND APPROVED
Jeffrey Epstein

By

C] Mr. Epstein, by authorized representative, shall agree not to effect service of process in the above identified action or in any other action in which either Jeffrey

Epstein, L.S.J., LLC or any other entity in which Epstein has a direct or beneficial interest, is a party, upon Fancelli Paneling, Inc., its employee(s), officer(s), or independent contractors, while any of the above are en-route to, are in St. Thomas or St. James Island or until each shall reach their departing destination; and

AGREED AND APPROVED
Jeffrey Epstein

By

D] either Molyneux Studios or Mr. Epstein satisfies the financial obligations to Fancelli Paneling, Inc. for completed work pursuant to Invoice ##1098 and 1096 and with respect to the "New Work," identified and designated as Items 2D, 9 10 and "No Item #s: (Columns Seams) and (Carver Signature), and "New Color Staining" Phase One, returns the executed Invoices, together with payment pursuant to the Terms set forth on the attachments. Checks shall be made payable to Fancelli Paneling, Inc., by wire transfer for amounts due in Euros and by checks for amounts due in US dollars; and

AGREED AND APPROVED
Jeffrey Epstein

By

AGREED AND APPROVED
Juan Pablo Molyneux
Molyneux Studio

By

E] it is agreed that references to the September 8th E-Mail and items designated "1" through "10" in the "Indyke Complaint Punch List" is not an admission by Fancelli Paneling, Inc. or those acting on its behalf of work not completed and not approved by Molyneux Studios and/or Mr. Epstein, but is included for ease of reference only; and

AGREED AND APPROVED
Jeffrey Epstein

By

AGREED AND APPROVED
Juan Pablo Molyneux
Molyneux Studio

By

F] the foregoing Resolution Letter and attachments hereto shall be governed by the Laws of the State of New York.

AGREED AND APPROVED
Jeffrey Epstein

By

AGREED AND APPROVED
Juan Pablo Molyneux
Molyneux Studio

By

Original will be sent by mail for signatures and return to me.