

**[Paul Weiss Letterhead]**

[date]

Jeffrey Epstein  
Southern Trust Company, Inc.  
6100 Red Hook Quarter, B3  
St. Thomas, USVI 00802

Darren K. Indyke, Esq.  
Darren K. Indyke, PLLC

Richard Kahn  
HBRK Associates, Inc.

RE: Heidi Holterbosch

Gentlemen:

This letter will confirm the agreement between Paul, Weiss, Rifkind, Wharton & Garrison LLP (“me”) and each of you (“you”) with respect to your performance of confidential services for me with regard to the above referenced client. All references to me include Alan S. Halperin, and all partners, members, associates, employees, agents, and other representatives of Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Paul Weiss”). All references to you include you, your respective firms, and all officers, directors, shareholders, managers, members, associates, employees, agents, and other representatives of you and your respective firms. All references to the client include all employees, agents, and other representatives of the above referenced client and all of her affiliates.

I have been retained by the client to provide legal services to the client in connection with various estate and tax planning matters. You have been retained by the client to work under my direction and report to me. Your work includes services of a character and quality that are related to my services to the client as an attorney in rendering legal advice to the client. Pursuant to our agreement, all communications between you and the client or you and me, shall be strictly confidential, subject to the

attorney client and attorney work product privileges and made solely for the purpose of assisting me in my representation of the client.

You agree not to disclose to anyone, without my written permission, the existence, nature, or content of any oral or written communications related in any manner to the subject matter of my representation of the client. You agree not to disclose to anyone any information you gain from the inspection of any record or document submitted to you, including information obtained from records or documents coming into your possession, or created by you during the performance of your services under this agreement. You will not acknowledge the existence of, or permit inspection of, any such papers or documents without written permission from Paul Weiss in advance.

All work papers, records, or other documents, regardless of their nature and the source from which they emanate, shall be held by you solely for my convenience and subject to my unqualified right to instruct you with respect to possession and control.

Under this agreement, you will immediately notify Paul Weiss of any of the following events:

1. The exhibit or surrender of any documents or records prepared by or submitted to you or someone under your direction in a manner not expressly authorized by me;

2. A request by anyone to examine, inspect, or copy such documents or records;

or

3. Any attempt to serve, or the actual service of, any court order, judicial or administrative subpoena, or judicial or administrative summons upon you that requires a production of any such documents or records.

You will immediately return all documents, records, and work papers to me at my request. You agree that documents, records, and work papers include all material regardless of the form or medium on which it is kept, including all forms of electronic media.

You agree to keep accurate and complete records of all work performed by you within the scope of this agreement. You agree to charge and bill the client directly for such work and any services by you within the scope of this agreement.

Please indicate your acceptance of the terms of this agreement by signing the enclosed copy of this letter and returning it to me. Thank you for your prompt attention to this matter.

Sincerely,

The above terms are accepted and agreed to by:

By: \_\_\_\_\_  
Jeffrey Epstein, individually and as President  
of Southern Trust Company, Inc.

By: \_\_\_\_\_  
Darren K. Indyke, individually and as Sole  
Member of Darren K. Indyke, PLLC

By: \_\_\_\_\_  
Richard Kahn, individually and as President of  
HBRK Associates, Inc.