

**DARREN K. INDYKE**  
DARREN K. INDYKE, PLLC  
301 East 66<sup>th</sup> Street  
New York, New York 10065  
(212) 517-2052

November \_\_, 2009

Jay Goldberg, Esq.  
250 Park Avenue  
Suite 2020  
New York, NY 10177

Re: Design Services Agreement dated May 15, 2009  
by and among Juan Pablo Molyneux, J.P. Molyneux  
Studio, Ltd., L.S.J., LLC and Jeffrey Epstein

Dear Jay:

I write to inform you about two important and time-sensitive issues which have arisen in connection with the performance of the Agreement for Design Services between our clients.

First, by email dated November 18, 2009, Doug Schoettle advised Laurin Goff of JP Molyneux Studio that the short timeline provided by your clients for the delivery to Little St. James of the woodworking materials and tools required for Fancelli to complete its installation was very unrealistic. Mr. Schoettle also advised that Fancelli should schedule its installation on Little St. James for early January, rather than late December. In response, by email dated November 19, 2009, Allison Brantley of JP Molyneux Studio advised that she required a formal extension of the January 1, 2010 completion deadline.

Second, by email dated November 20, 2009, Bryn Schuyler of JP Molyneux Studio forwarded to my client a photograph of one of the globes which your clients propose to deliver in satisfaction of their obligations under the Agreement for Design Services. By email dated November 24, 2009, Mr. Epstein advised Mr. Molyneux that the globe in the photograph was completely unacceptable. Mr. Molyneux and Mr. Epstein agreed that the globes to be delivered, which are reproductions from a John Ford movie, were to be as depicted in a design which Mr. Molyneux previously gave to Mr. Epstein. The globe presented in the photograph does not conform to that design. In addition, the globes are to be waxed and the globe in the photograph is not. Put simply,

the pictured globe is a very poor reproduction and not what Mr. Epstein and Mr. Molyneux agreed to.

In light of the foregoing issues, and in an effort to ensure that office pavilion may be completed smoothly without additional issues, I have been authorized to extend the January 1, 2010 completion deadline in the Design Services Agreement to February 1, 2010, provided that your clients (1) provide a complete and realistic schedule for the shipment and delivery to Little St. James of the woodworking materials and tools necessary for Fancelli to complete its installation and a definitive commencement date in early January for Fancelli to complete that installation, and (2) provide Mr. Epstein with confirmation that they will deliver to Mr. Epstein by the proposed February 1, 2010 completion deadline globes, acceptable to Mr. Epstein, which conform to the design agreed to between Mr. Epstein and Mr. Molyneux.

Please review this with your clients and get back to me promptly.

Sincerely,

/s/ Darren K. Indyke

Darren K. Indyke