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July 30, 2010

**WITHOUT PREJUDICE – FOR SETTLEMENT PURPOSES ONLY**

**VIA EMAIL**

David A. Berger, Esq.  
Allegaert Berger and Vogel LLP  
111 Broadway, 20<sup>th</sup> Floor  
New York, NY 10006

Re: Robert Couturier, Inc. adv. Jeffrey Epstein

Dear Mr. Berger:

In response to your letter dated July 28, 2010, I must direct you to the express provisions of RCI's agreement relating to Mr. Epstein's \$50,000 retainer, which plainly state:

**"RETAINER** – We charge a one-time fee of \$50,000, which \$25,000 will be progressively credited against the *future fees*. The other \$25,000 *will cover the cost of developing the interior package*; i.e. the considerable time and effort which is necessary to create the total design/decoration concepts. This includes, the preliminary working drawings, furniture & custom furniture selection, furniture plans, custom built-ins, antiques, fabrics, carpeting, window treatments, etc."

The plain language and obvious meaning of these provisions can not be clearer. \$25,000 was to cover the cost of developing the interior package and the other \$25,000 was to be credited against future fees. The interior package was not delivered. No future fees were earned. It was Mr. Couturier's decision, through no fault of Mr. Epstein, to unilaterally terminate before RCI was able to perform its obligations under its agreement or earn any fees. Under the circumstances, there is simply no legal basis for withholding repayment of Mr. Epstein's \$50,000. Mr. Epstein's claims are valid and completely justified, your empty threat of sanctions

David A. Berger, Esq.  
July 30, 2010  
Page 2

notwithstanding.

Please be advised that we will agree to accept service on behalf of Mr. Epstein, and, therefore, confirm your agreement as provided in your July 28, 2010 letter to accept service on behalf of RCI and Mr. Couturier. Please note that RCI's agreement expressly provides that "any controversy or claim arising out of or relating to this agreement shall be resolved by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association." Consequently, if your clients are unwilling to resolve this matter as we have proposed, Mr Epstein intends to file an arbitration demand in the Virgin Islands to recover his full \$50,000 deposit, the substantial costs and expenses he has incurred as a result of RCI's and Mr. Couturier's actions and the fees, costs and expenses he incurs in connection with that proceeding.

Before this matter unnecessarily escalates further, therefore, we suggest that your clients reconsider their position and return Mr. Epstein's \$50,000 deposit, less the \$6,324.59 of travel related expenses, which Mr. Epstein has offered to pay in order to resolve this matter.

Sincerely,

/s/ Darren K. Indyke

Darren K. Indyke