

Letter of Agreement

This Letter is to act as a

Design and Decoration Agreement

between

Mr. Jeffrey Epstein

and

Robert Couturier, Inc.

concerning your residence

at

9 East 71 Street

New York, NY

The following is our proposal for the re-decoration of Mr. Jeffrey Epstein's residence at 9 East 71st Street, New York, NY:

Retainer – We charge a one-time fee of \$30,000, which will be credited against the future Decoration fee. The \$30,000 will act as a retainer and would be due now. To the extent this retainer has not been applied at the termination of our services, the unapplied balance of the retainer shall be returned to Mr. Epstein.

Decoration fee – Our fee for all decoration work will be 30% of the direct cost of all items approved (such approval to include approval of both the description and the cost) by you in writing in advance of the purchase of such items. You will be billed the best negotiated price on an item by item basis including but not limited to upholstery, custom furniture, fabrics, floor coverings, decorative finishes, etc. All billing for fees for decoration work will be submitted to you, together with all invoices and other substantiating materials demonstrating the actual cost of the items purchased, so as to justify the 30% decorating fee for such items. We will use our best efforts to ensure the most competitive pricing (from at least three sources wherever possible) on all items submitted to you for cost approval.

Our fee for all antiques, artwork and antique rugs purchased on your behalf will be 15% of the direct cost of all items approved ~~ed by you~~ (such approval to include approval of both the description and the cost) by you in writing in advance of the purchase of such items, including all purchases made at auction. With respect to our fee for items purchased at auction, the 15% shall be calculated based on the actual hammer price, and excluding any and all commissions or other fees chargeable to the successful bidder in such auction. All billing for these 15% fees will be submitted to you, together, with all invoices and other substantiating materials demonstrating the actual cost of the items purchased, so as to justify the 15% fee for such items. We will use our best efforts to ensure the most competitive pricing on all antique, artwork and antique rug items submitted to you for cost approval.

Architectural Consultation fee – If required, architectural consultation work will be invoiced on an hourly basis, up to a maximum specified not to exceed price approved by you in writing in advance of rendering any such services. In connection with such services, and subject to such advance approval and such not to exceed price, the hourly charges shall be as follows: Staff time \$200/hour; Robert Couturier \$250/hour. No such consultation work shall be commenced without prior written approval by you of such work and such not to exceed price for the same.

Reimbursable Expenses – You shall also be responsible for Robert Couturier, Inc.'s reasonable out-of-pocket expenses, including, but not limited to, the reasonable costs of travel shipping, plotting, blueprinting, and samples (the costs of all of which must be approved by you in writing in advance of incurring the expenses for the same), as well as reasonable long distance telephone calls and faxes, and messengers. All reimbursable expenses will be billed out on a month-to-month basis and must include substantiating documentation for all such reimbursable expenses reflected on the billing statement.

This agreement shall be governed by New York State law and 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 and judgment upon the award rendered by the Arbitrators may be entered in any court of competent jurisdiction.

If this meets with your approval, kindly sign a copy of this proposal where indicated below and return it to us with the

\$30,000 retainer.

With our best regards,
accepted by,

Agreed to and

Robert Couturier, Inc.

Mr. Jeffrey Epstein

March 25, 2010

Date:

The following is our banking information for wire transactions:

Robert Couturier Inc., 69 Mercer Street, NY, NY 10012

Chase Bank, 2 Pennsylvania Plaza, NY, NY 10121

IBAN: [REDACTED]

ABA: [REDACTED]

Swift Code: [REDACTED]