

October 25, 2010

Mr. Jeffrey Epstein
Mr. Darren Indyke


New York, NY 10065

Re: Representation of Jeffrey Epstein
 v. Jeffrey Epstein and  
USDC Case No. 10-CV-81111

Dear Mr. Epstein and Mr. Indyke:

This letter will serve to confirm our discussion regarding our fee arrangement in the above-referenced matter. This agreement shall become effective upon my receipt of this document signed by you. By signing this agreement you acknowledge that you have carefully read and fully understand all of the terms of this agreement, intending to be legally bound.

I advised you that you would be billed at a rate of between Five Hundred Twenty-five Dollars (\$525.00) an hour to Ninety-five Dollars (\$95.00) an hour for the services of various attorneys and legal assistants. This rate is a pure hourly rate which includes telephone calls, dictation of letters, research, pleadings, court appearances, discovery and conferences, if necessary.

In addition to the aforesaid attorney's fees, you will be responsible for the payment of all costs and out-of-pocket expenses which we incur or advance on your behalf in such amounts as we shall determine best in representing you in these proceedings. These costs and expenses shall include, without limitation, long distance telephone calls, postage, photocopies, out-of-county travel expenses (including meals and lodging), deposition expenses (including court reporter's attendance fees and transcript costs), and court costs (such as filing fees, service of process fees, subpoena costs, witness fees, etc.). Accounting, appraisal fees and expert witness fees of every nature which we deem necessary to assist in the preparation and proper handling of your case will only be expended upon your express authorization.

The attorney's fee provided for in this agreement is not a contingent fee. It will be your responsibility and payable by you in all events. All bills for services rendered and costs incurred or advanced shall be payable by you within thirty (30) days from the date of the billing statement, and will accrue interest at the rate of 8% if past due. Any non-compliance with this fee arrangement will result in our withdrawal from our representation of you in this matter. Any objections to items on the invoice shall be resolved within twenty (20) days after the bill is received.

In the event our representation is discontinued, the total amount owed by you shall be paid in full as of the date of such event and prior to the release of any documents, property or monies. Prior to said release, we may retain all documents in our possession belonging to you as a retaining lien; or property or monies in our possession as a charging lien, until we have been fully paid. You grant to us the right to an attorneys' charging lien on all property, real, personal or other things of value in which you may own an interest, as security for the payment of our attorneys' fees and costs.

Any controversy or claim arising out of or relating to this retainer agreement or the breach thereof shall be settled by arbitration by the American Arbitration Association in accordance with the Association's Commercial Arbitration Rules and Chapter 682, Florida Statutes. The arbitrator's award shall be binding, final and conclusive and judgment on the award rendered by the arbitrators may be entered in any Court having jurisdiction of the parties and subject matter.

The provisions of this retainer agreement shall apply only to the matter referenced above and, unless otherwise specifically provided in writing, our representation shall be for all pre-trial matters and all other matters in the trial court only. If appellate proceedings are instituted, or if you desire that appellate proceedings be instituted, whether interlocutory or plenary, further fee and retainer arrangements will need to be made in writing between us. If we shall continue representation of you after Final Judgment or our initial undertaking is completed, then unless we have written arrangements to the contrary, all of the provisions hereof shall apply and we shall each be bound by the terms hereof.

Please review the terms of this retainer agreement, sign below, and return to my office. Thank you for your cooperation in this regard.

Sincerely,



Lilly Ann Sanchez

The above and foregoing has been READ, UNDERSTOOD AND AGREED upon.

Dated: _____
Mr. Jeffrey Epstein

Dated: _____
Mr. Darren Indyke
Counsel to Jeffrey Epstein

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