

DARREN K. INDYKE

DARREN K. INDYKE, PLLC

301 East 66th Street, 10B
New York, New York 10065

██████████
Telecopier: (212) 517-7779

email: ██████████

July 27, 2010

VIA EMAIL

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

Re: Robert Couturier, Inc. adv. Jeffrey Epstein

Dear Mr. Berger:

I have received your letter dated July 26, 2010 and disagree with your analysis entirely.

As you concede in your letter, Mr. Epstein advanced \$50,000 to Mr. Couturier's firm, of which \$25,000 was to be credited against future fees. As Ms. Calabrese acknowledged in her email to Mr. Kahn dated June 24, 2010, that \$25,000 has been deemed by Mr. Couturier to have been "credited back" to Mr. Epstein, as no future fees have been earned. As you stated in your letter, the remaining \$25,000 (and not a penny more) was to pay for an interior package that, notwithstanding your claim to the contrary, has not been delivered. In fact, Mr. Couturier unilaterally withdrew from the project at its initial stage before he was able to deliver that interior package to Mr. Epstein. As I stated in my July 14, 2010 letter, there has been no furniture and custom furniture selection, and no selection of antiques, fabrics, carpeting, window treatments and the like; nor have any furniture plans or plans for custom built-ins been provided. The scant few drawings that Mr. Couturier did provide can not under any reasonable analysis constitute the interior package and, more importantly, have no useful value to Mr. Epstein whatsoever.

Apart from the initial \$25,000 to be charged for the interior package, which was not delivered, Mr. Couturier's compensation was to be paid as a percentage (15% in the case of antiques, artwork and antique rugs, and 30% in all other cases) of the direct cost of all items approved and purchased. Mr. Couturier unilaterally withdrew from the project, through no fault of Mr. Epstein, before any items were even proposed for purchase, let alone approved, and, therefore, no compensation is owed. Nor is Mr. Couturier entitled to any Architectural Consultation Fees, as those fees were to be for architectural consultation services above and beyond the development of the interior package, which was not delivered. Moreover, Mr. Couturier agreed that Architectural Consultation Fees would be limited to "20% of the construction costs for the projects as to which such consultation has been provided." No construction projects have been or will be undertaken on the basis of what little has been provided to Mr. Epstein, which as I have already stated has no value to Mr. Epstein. Thus, no Architectural Consultation Fees are payable to Mr. Couturier.

Mr. Couturier was paid \$25,000 to deliver an interior package and an additional \$25,000 as an advance against future design and decoration fees. Through no fault of Mr. Epstein, Mr. Couturier unilaterally withdrew from this project before he was able to deliver the interior package or earn any such fees. That he and his staff devoted time to this project before Mr. Couturier unilaterally withdrew is of no consequence. Mr. Couturier simply has no legal right to charge Mr. Epstein in excess of \$85,000 for Mr. Couturier's unproductive time. It was his decision and his decision alone to terminate before he performed what he agreed to perform and, as a result, Mr. Epstein is out \$50,000, receiving nothing useful in return. In addition, Mr. Epstein has needlessly incurred substantial costs, expenses and construction delays in connection with this project and Mr. Couturier's unilateral termination of services. Mr. Epstein is legally entitled to be compensated for these costs, expenses and delays as well.

In order to resolve this matter amicably, Mr. Epstein is prepared to forego recovery of his additional costs and expenses and reimburse Mr. Couturier for the \$6,324.59 of travel related expenses referred to in your letter, which (if Mr. Couturier accepts this proposal) may be deducted from Mr. Epstein's \$50,000 deposit. However, the balance of \$43,675.41 must be returned promptly, failing which Mr. Epstein will have no choice but to commence legal proceedings to recover both Mr. Epstein's \$50,000 deposit and the substantial costs he has incurred as a result of Mr. Couturier's actions.

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While Mr. Epstein bears no ill will towards Mr. Couturier, there is no legal basis whatsoever to withhold repayment of Mr. Epstein's deposit on an agreement that Mr. Couturier failed to perform.

Your prompt reply to this letter is required. In addition, please advise whether you are prepared to accept service on behalf of your clients should they choose not to return Mr. Epstein's funds.

This letter is without prejudice to the rights and claims of Mr. Epstein against Robert Couturier and Robert Couturier, Inc., all of which are hereby expressly reserved.

Sincerely,

Darren K. Indyke