

May 10, 2010

VIA E-MAIL: [REDACTED]
Darren K. Indyke, Esq.
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065

FOR USE DURING LITIGATION

Dear Darren:

Reference is made to my previous letters to you.

As the record will show, two punch lists were given to Mr. Molyneux and Mr. Fancelli. Both were satisfied by checkmarks and a signature of a person with authority to bind Mr. Epstein. If there are additional items which your client believed warranted Mr. Fancelli's attention, your client should have been on the island and not "laid back in the grass", claiming that there are new problems which were overlooked when your client's personnel prepared the punch list.

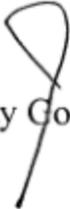
Mr. Fancelli traveled from Italy and had one of his craftsmen journeyed from Moscow, but still your client did not appear on any of the three days selected by your client. Mr. Molyneux has said that despite the fact that the Design Services Agreement gives him the authority to judge whether the color of the paneling is consistent with the overall ambiance of the library, he is willing -- and this has been expressed to you and your client for some time -- to have Mr. Fancelli return to the island to finish the cabinetry as you wish, with Mr. Molyneux and a representative of his staff present. But the responsibility must be your client's to arrange for Mr. Fancelli and his craftsmen to appear, pre-pay their expenses and that of Mr. Molyneux and a

representative of his office, and to pay for the expense of refinishing the cabinetry with the color your client finds desirable.

My previous correspondence should be taken as the response to your later served Notice to Cure.

This whole controversy could have been avoided had your client taken the time to appear at the island.

Sincerely,



Jay Goldberg