

From: Richard Kahn <[REDACTED]>
To: "jeffrey E." <jeevacation@gmail.com>
Subject: Fwd: Invoice
Date: Thu, 19 Jan 2017 17:25:38 +0000

Richard Kahn
HBRK Associates Inc.

Begin forwarded message:

From: "John P. Woods, AIA" <[REDACTED]>
Subject: Re: Invoice
Date: January 19, 2017 at 12:24:08 PM EST
To: Richard Kahn <[REDACTED]>

Mr. Kahn,

No, we don't have a signed Letter Of Engagement.

JPW

Sent from my iPhone

On Jan 19, 2017, at 11:57 AM, Richard Kahn <[REDACTED]> wrote:

thank you for your detailed response.
i really appreciate all your work and i know mr epstein feels the same..
in light of the previous issues we had i think it is prudent for all of our engagements to be outlined and agreed upon by both parties
do you have a signed agreement for work performed
please advise
thank you

Richard Kahn
HBRK Associates Inc.

[REDACTED]

On Jan 18, 2017, at 4:03 PM, John P. Woods <[REDACTED]> wrote:

Mr. Kahn,

As a follow up to our discussions earlier regarding Jaredian Design Group's invoice of December 16, 2016. We were engaged by Mr. Epstein on November 3, 2016 to assist in resolution of the NOVA filed against Great Saint Jim by DPNR. Our role was initially consultation to investigate the issues at hand and provide recommendations for remediation. As the entire scope of work was not defined, it was more appropriate that our engagement be based upon time spent. We initially sent a letter of engagement directly to Mr. Epstein on November 4, 2016. It was afterwards determined that at this stage, our services should be engaged through Kellerhals, Ferguson, & Kroblin. The letter of engagement was revised and resent accordingly. We have engaged in consultation for Great Saint James starting on November 4, 2016. Mr. Epstein designated us to be the point "person" for some of the issues related to DPNR. I have attached some of the emails related to discussions regarding these issues.

It became apparent that the original permit issued for Great St. James was very limiting related to the scope Mr. Epstein wants to accomplish on the island. We developed permit drawings of a much more broader scope for DPNR to review and approve. The first submission was made on December 27, 2016. DPNR performed an initial review and recommended removing the Phase 2 scope from the initial submission in order to keep the scope within the range of a modification. The revised submission was sent in on January 12, 2017. The scope being worked on now is still not at the point to be quantified as fixed fee, as much of the work still involves significant consultation with the VI Government. However, I don't expect the need to do more design work until requested by Mr. Epstein or DPNR. There will be a subsequent invoice that will be sent shortly that covers the services done up to January 13, 2017. We hope this information clears up your concern.

JOHN P. WOODS

Here are some of the emails:

DARENN INDYKE NOVEMBER 4, 2016

Dear John and Amy:

Please see the attached document served by DPNR entitled "Notice of Assessment of Civil Penalty, Order for Corrective Action and Notice of Opportunity for Hearing," with an additional title "Notice to Cure Breach of Settlement Agreement." I wanted to get this to you as soon as i received it and am gathering facts in order to evaluate it, but preliminarily I note the

following with regard to the matters specifically alleged as violations in Paragraph 7A through H:

A. Concrete pad. This is not a helipad. It is a concrete pad on which from time to time a helicopter, privately owned by the owner of the Island, may be landed. As such, no approvals are required for it from the FAA or the VIPA. The concrete pad covers a bare dirt clearing which was cited in the prior NOVA and addressed by the Settlement Agreement pursuant to which a substantial payment in assessment for this matter was made by Great St. Jim, LLC. It should not properly be viewed as additional development as no additional public interest is implicated or vindicated by citing the concrete pour as an additional violation. No additional earth was moved. No additional structure is to be placed on this pad, and in fact, this should be seen as a mitigating measure because the concrete covering prevents further erosion or earth runoff. The concrete pad was an alternative to utilization of a large rubber covering over this area called a Mobi Mat, which clearly would not have been citable as development requiring a permit. In effect, the pad is no different than the Mobi Mat and should not be treated differently.

B. "New Access Road". This is not a "New" road. It was here at the time of the issuance of the NOVA and is covered by the Settlement Agreement pursuant to which substantial payment was made in assessment for the same.

C. "New Foundation". The cleared area beneath this new foundation was cited in the previous NOVA and is covered by the Settlement Agreement. No additional public interest is implicated or vindicated by citing the foundation. No concrete has even been poured. The steel storage building referred to in the NOVA has not been erected and therefore cannot be cited as a separate violation. All of this being said, the foundation will be removed and a permit will be applied for should GSJ desire to erect a storage building on that site.

D. Two Fuel Storage Tanks. I understand that these tanks are not for the purpose of dispensing fuel to heavy equipment but are supply tanks for the existing generators on the island and replacements of pre-existing tanks already on the Island. Consequently, no permit should have been required for them as they neither changed nor enlarged any area; nor should any Terminal Facility License be required. John or Amy if you can verify, I seem to recall that the magic number for fuel storage requiring a TFL was 3,300 gallons and that the fuel storage contemplated by the TFL was fuel that was to be dispensed to other machinery. As these generators pre-existed our taking ownership and we are simply replacing existing tanks, this should not constitute a violation.

E. Paving a recently excavated driveway. The dirt driveway was in existence at the time of and covered by the prior NOVA and resulting Settlement Agreement. No additional public interest is implicated or vindicated by citing as a violation the paving of the existing dirt roadway. In fact, paving the driveway should be seen as a mitigating measure as it prevents further erosion and runoff.

F. 3,500' to 4,000' Excavation Area. I need to find out information about this area, but I suspect it is an area that was cleared at the time of

and was covered by the NOVA and resulting Settlement Agreement and should not constitute an new violation.

G. Beach Bar/Cabana. Interestingly, this is the structure at which Mr. DeRosa and Mr. Epstein sat during Mr. DeRosa's prior inspection of the Island. He never mentioned any issues with this area; nor should he have. It was in existence at the time of and covered by the prior NOVA and resulting Settlement Agreement.

H. Four Moorings. Amy, please confirm, but I do not believe that GSJ had nothing to do with the moorings that were placed in the water. I believe they were there before we took ownership.

Also, with respect to the cure period. The Notice gives 10 days for a cure, but the Settlement Agreement does not specify a cure period; it only states that GSJ should have an opportunity to cure. In the absence of a specific cure period, I would think a reasonable period would be imputed. I do not believe that 10 days is reasonable. The impracticality of mobilizing a team and the equipment to remove the concrete pad and new foundation and cure any other claimed issues is in and of itself a sufficient basis to justify as reasonable a much longer cure period of at least 30 to 90 days. Let's talk about that as well.

That being said, we need to communicate the clear message that we want to comply as soon as possible and in the correct manner. That is key. In communicating that message to DPNR we may wish to point out that jack hammering the concrete of the concrete pad referred to in paragraph 7A might cause more damage than leaving it in place. It may be better to pay a fine in mitigation of the pad. Alternatively, and/or in addition, we can lay dirt over it and/or grass over it. The same issue should be considered with respect to the foundation for the storage building referred to in paragraph 7C. If we remove it, then what becomes of the ground under the foundation? The key is to communicate that we want to cure as quickly as possible in an environmentally responsible way that is acceptable to DPNR.

If it is ok with you, I would like to schedule a time on Monday for you Erika, Chris Kroblin and me to review. Please let me know what times work for you.

Thank you.

Best,
DARREN K. INDYKE
DARREN K. INDYKE, PLLC



email: [Redacted]

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JOHN P. WOODS NOVEMBER 8, 2016
Darren,

Jeffrey and I have been exchanging emails. I sent him a copy of some drawings we did for Lovango years ago as a "master plan". It's mostly contains infrastructure tasks, minor structures, etc. Other major buildings don't have to be defined now. That type of document will give him flexibility to do much of what he wants to do. I will send a copy to you when I get back to the office.

JPW

Sent from my iPhone

On Nov 8, 2016, at 1:30 PM, Darren Indyke <[REDACTED]> wrote:
Dear John and Amy:

I heard from Jeffrey, who is traveling overseas. I briefly shared your thoughts and he agreed that he wants to get on a new page with DPNR and wants to comply fully and properly. He will be returning this weekend to St. Thomas and wants to delay your visit to GSJ until Monday, Nov 14, so he can be there to go over things personally with you. Please provide me with times that work for you on Monday and I will ask [REDACTED] to coordinate those times with Jeffrey's schedule. Thanks again for taking the time to go over these issues yesterday.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: (212) 971-1314
Telecopier: (646) 350-0378
Mobile: (862) 485-6315

email: [REDACTED]

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JEFFREY EPSTEIN NOVEMBER 22, 2016
and i would let john take the lead, with darren chiming in

On Tue, Nov 22, 2016 at 9:07 AM, John P. Woods, AIA
<[REDACTED]> wrote:
Ok.

Sent from my iPhone

On Nov 22, 2016, at 9:05 AM, jeffrey E. <jeevacation@gmail.com> wrote:
I think you both should begin by asking them to hold off issuing us anything until the end of the meeting and to hear us out . first. so as to not have a record of us having received anything. if they decide at the end of the meeting we will of course accept it. but hearing our posiotn first you both think would be mutally beneficial as we would like to resolce this , and have agreed to have john woods be our future auditor.

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please note

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