

**DARREN K. INDYKE**  
DARREN K. INDYKE, PLLC

[REDACTED]  
email: [REDACTED]

June 29, 2011

*VIA EMAIL* ([REDACTED])  
Mr. Warwick Wicksman, Principal  
Gensler

[REDACTED]  
Santa Monica, CA 90404

Re: Jeffrey Epstein and L.S.J., LLC adv. Gensler

Dear Mr. Wicksman:

As you are aware, I represent Mr. Jeffrey Epstein and L.S.J., LLC.

During the past year, alone, my clients have paid your firm \$199,827.86 for architectural and design services that Gensler contracted to provide with respect to several projects on Little St. James Island. To date you have repeatedly failed to timely perform or complete any of the services or projects you agreed to perform, but for which you have received substantial payment. You had also agreed with Mr. Epstein to spend significant and meaningful time on Little St. James Island so that you could understand and appreciate first hand the design challenges and requirements of the various projects you agreed to perform. However, you failed to do even that, resulting in, among other things, unacceptable, inappropriate and unusable submissions by your firm and many wasted hours by Mr. Epstein trying to get you back on track. In the end, nothing of any useful value has been provided by your firm to enable my clients to progress any of the projects, and my clients have incurred enormous cost and expense as a result of the considerable delays caused by your repeated failures to perform.

Please be advised that my clients are fully prepared to pursue legal action to recover the full amount of all payments they have made to you, as well as the substantial costs and expenses incurred by them as a result of your failures to perform. However, for a short duration, they are willing to forego formal legal action against you, in exchange for your firm's return to them of \$100,000, representing approximately 50% of the amounts they have paid to you over the past

year. This is an eminently reasonable gesture on Mr. Epstein's part to give your firm credit for the time and effort (albeit completely unproductive) expended on these projects. Of course it goes without saying that you must also withdraw any claims you have made in respect of any and all unpaid invoices issued by your firm, particularly since no value has been received by my clients with respect to any such invoiced amounts.

We sincerely hope you will accept this fair and reasonable offer in the spirit in which it was intended. However, should you fail to repay the \$100,000 to my clients within ten days of the date of this letter, they will have no choice but to commence formal legal proceedings against you. Please be guided accordingly.

This letter is without prejudice to any and all rights, claims and defenses of Jeffrey Epstein and L.S.J., LLC against Gensler, all of which are hereby expressly reserved.

Sincerely,

Darren K. Indyke