

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

SECOND ADDENDUM TO NON-PROSECUTION AGREEMENT

IT APPEARING that the United States Attorney's Office for the Southern District of Florida ("the Office") and Jeffrey Epstein ("Epstein"), who are parties to a Non-Prosecution Agreement dated September 24, 2007 ("the Agreement"), and an Addendum to the Non-Prosecution Agreement dated October 29, 2007 ("the Addendum"), wish to clarify the term of the Agreement related to Epstein's term of imprisonment;

IT APPEARING that, in accordance with the terms of the Agreement, the Office has provided notice to Epstein, via his attorney, that the Office considers his current participation in the Palm Beach Sheriff's Office's work release program to be a material breach of the Agreement;

IT APPEARING that Epstein, via his attorney, has notified the Office that Epstein does not believe that he is in breach of the Agreement; and

IT APPEARING that the Office and Epstein wish to reach an agreement regarding Epstein's continued service of his term of imprisonment;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, the Office and Epstein hereby enter into this Second Addendum to the Agreement, which refers to and incorporates herein by reference the Agreement and the Addendum, and replaces numbered paragraph 2(a), appearing on page 3 of the Agreement with the following:

(a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment;

(i) during his term of imprisonment, Epstein shall abide by all rules and regulations imposed by the Palm Beach County Sheriff's Office ("PBSO"), and a breach of those rules shall be considered a material breach of the Agreement;

(ii) during his term of imprisonment, Epstein shall be confined twenty-four hours a day to the Palm Beach County Stockade, except that, beginning on March 24, 2009, Epstein may apply to participate in PBSO's work release program, and, if accepted by PBSO, may participate in that program subject to any rules and conditions imposed by PBSO;

(iii) prior to applying to participate in PBSO's work release program, Epstein shall provide a copy of all application materials to the Office, and submission of any false or misleading representations shall be considered a material breach of the Agreement;

(iv) while participating in the work release program, on a weekly basis, Epstein must provide to the Office a copy of all documentation related to his involvement in the work release program;

(v) while participating in the work release program, Epstein may not be outside the confines of the Palm Beach County Stockade for more than forty-eight hours each week, including time to travel between the Stockade and Epstein's place of employment;

(vi) while participating in the work release program, Epstein must be electronically and GPS-monitored, and must be accompanied by a PBSO Sheriff's Deputy; and

(vii) while participating in the work release program, Epstein must maintain a work log that provides an accounting of how his time is spent and a list of all persons with whom he comes in contact each day (whether in person or via telephone), and must provide a copy of that work log, on a weekly basis, to the Office; and

By signing this Second Addendum, Epstein asserts and certifies that each of these terms is material to the Agreement and is supported by independent consideration and that a breach of any one of

these conditions allows the United States to elect to terminate the Agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this Second Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of the Second Addendum and the Non-Prosecution Agreement, as amended herein, and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____ By: _____

ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: _____

ROY BLACK, ESQ.
COUNSEL TO JEFFREY EPSTEIN