

**SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF ALL CLAIMS**

KNOW ALL MEN BY THESE PRESENTS

1. This Settlement Agreement and General Release ("AGREEMENT") is entered into by and between [REDACTED], **individually** ("RELEASOR"), and **JEFFREY EPSTEIN, individually** ("RELEASEE"), in order to settle all claims asserted or which could be asserted against **RELEASEE**, and to settle all claims asserted in the claims made by [REDACTED]. ***against JEFFREY EPSTEIN.***

2. **RELEASEE** agrees that, in addition to the other good and sufficient consideration provided for this Agreement, **RELEASEE** will pay the total amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) (the "SETTLEMENT PAYMENT") to **RELEASOR** for her personal injuries, by wire transfer to **RELEASOR'S** attorneys' trust account, [REDACTED], within five (5) days after receipt by **RELEASEE'S** counsel of an original of this AGREEMENT executed by **RELEASOR**. The SETTLEMENT PAYMENT shall be held in escrow by **RELEASOR'S** attorney, who shall not disburse any portion thereof until all Releases and Agreements are executed by both parties.

3. In exchange for the consideration set forth in paragraph 2, and the other consideration set forth in this AGREEMENT, **RELEASOR**, for **RELEASOR**, individually, and for any and all of **RELEASOR'S** agents, attorneys, heirs, descendants, predecessors, executors, administrators, guardians, successors and assigns, has remised, released, acquitted and forever discharged and by these presents does remise, release, acquit and forever discharge each of **RELEASEE**, and all of **RELEASEE'S** past, present, and future employees, agents, attorneys, associates, successors,

predecessors, heirs, descendants, administrators, and assigns (collectively, the "**RELEASED PARTIES**"), from all manner of action and actions, including, without limitation, State and Federal, cause and causes of action (statutory and common law), suits, injuries, losses, debts, dues, sums of money, accounts, reckonings, bonds, bills, costs, expenses, fees (including, without limitation, attorney's fees), specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages (including, without limitation, compensatory and punitive damages), judgments, executions, claims, including but not limited to, individual and/or joint and/or consortium claims, and demands whatsoever, in law or in equity (hereinafter referred to as "**CLAIMS**"), which the **RELEASOR** now has, or ever had, or which her heirs, descendants, executors, guardians, administrators, successors or assigns hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever, against any and/or all of the **RELEASED PARTIES** from the beginning of the World to the day of the date of these presents, including, without limitation, any and all **CLAIMS** made or that could have been made against any of the **RELEASED PARTIES** for compensatory damages, punitive damages, and any other damages, costs or attorney's fees, past, present and future which relate in any way to the interaction between **RELEASOR and the RELEASED PARTIES**.

4. It is understood and agreed that the settlement provided for in this AGREEMENT is a compromise of disputed claims and is intended to avoid further litigation, that the **SETTLEMENT PAYMENT** is not to be construed as an admission of liability or fault on the part of any of the **RELEASED PARTIES**, and that the **RELEASEE** denies all liability for all such disputed claims. **RELEASEE** has entered into and accepted this AGREEMENT to buy peace and end all possibility of litigation against the **RELEASED PARTIES** by **RELEASOR**. In addition, as further consideration for the **SETTLEMENT PAYMENT**, the parties hereto agree that the terms of this

AGREEMENT and this AGREEMENT itself, are not intended to, and shall not, be used by any person, and shall not be admissible, in any civil, criminal, administrative or other proceeding, case or cause against, involving, or in any way related to **RELEASEE**, unless, after filing under seal, the Agreement is determined relevant to such other proceeding by a final determination of a court of competent jurisdiction. In further consideration of the **SETTLEMENT PAYMENT, RELEASOR** hereby agrees to defend, indemnify and hold harmless each of the **RELEASED PARTIES** from and against all lawsuits, claims, arbitrations, cross-claims, counter claims or third party claims related to any Claims released pursuant to paragraph 3 hereof, and from and against all damages, costs and expenses therefrom including, but not limited to, attorneys' fees and costs which any of the **RELEASED PARTIES** may bear and incur by reason related to any claims by RELEASOR. The parties hereto further agree that this AGREEMENT shall not in any way be construed as an admission by **RELEASEE** that he violated any Federal statute that constitutes a predicate for a damage claim under 18 U.S.C. §2255, or an admission that he violated any other state or Federal statute.

5. **RELEASOR** understands and agrees that the acceptance of the **SETTLEMENT PAYMENT** is in full accord and satisfaction of disputed claims and that the payment of the **SETTLEMENT PAYMENT** is not an admission of liability by any of the **RELEASED PARTIES**. It is expressly understood and agreed that this AGREEMENT and the general release provided herein is intended to cover, and does cover, not only all now known **CLAIMS**, but any heretofore unknown **CLAIMS** which arise from, or are in any way related to, any of the allegations made by **RELEASOR** against the **RELEASED PARTIES**.

6. As a condition to this AGREEMENT, **RELEASOR**, shall also execute a Confidentiality Agreement in favor of **JEFFREY EPSTEIN** in the form attached as Exhibit A hereto and incorporated herein by reference (the "CONFIDENTIALITY AGREEMENT").

7. This AGREEMENT, together with the CONFIDENTIALITY AGREEMENT, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and thereof, and all prior negotiations with regard to such subject matter are merged into this AGREEMENT and the CONFIDENTIALITY AGREEMENT. This AGREEMENT may not be modified except as may be set forth in writing and executed by the parties hereto. The parties hereto acknowledge that there are no other promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them with respect to the subject matter hereof other than as set forth herein.

8. This AGREEMENT shall be construed, enforced and interpreted in accordance with the laws of the State of Florida, and venue for any action to enforce or construe this AGREEMENT shall be in United States District Court for the Southern District of Florida. The parties hereto affirmatively state that they have had equal input into determining the terms of this AGREEMENT, and it is the desire of the parties hereto that this AGREEMENT not be construed for or against any party by virtue of that party's drafting of this AGREEMENT.

9. If one or more paragraph(s) of this AGREEMENT shall be ruled unenforceable, any of the **RELEASED PARTIES** or **RELEASOR** may elect to enforce the remainder of this AGREEMENT.

10. If any legal action, proceeding or hearing is brought by any party to this AGREEMENT to enforce the terms and conditions of this AGREEMENT, then the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs on appeal.

11. **RELEASOR** accepts responsibility for and agrees to pay out of the proceeds of the **SETTLEMENT PAYMENT** any and all liens, claims for reimbursement, bills and assigned or subrogated claims or interests, regardless of whether disclosed to **RELEASOR**, including, but not limited to, all liens, claims for reimbursement, assigned or subrogated claims or interests of collateral source payers as defined by Florida law, federal and state tax liens, Medicare or Medicaid liens, Social Security liens, hospital liens, workers compensation liens, any claims of insurers or other persons or entities that provide medical, rehabilitative, hospital, psychological or other healthcare benefits, federal or statutory common law liens, attorney's fees and costs, and other assigned or subrogated claims or interest, arising out of, applicable to or relating in any way to any injuries or claims made by **RELEASOR** against the **RELEASED PARTIES**.

12. **RELEASOR** agrees to indemnify and hold harmless **RELEASEE** from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which have or may be asserted by any employer, insurer, union, federal or state entity or program or any other provider of similar benefits arising out of the Social Security, Medicare, Medicaid, life, health, sickness, medical or disability benefits referenced herein or out of any lien arising by operation of law or otherwise out of such benefits, including but not limited to all attorney's fees and costs.

13. **RELEASOR** hereby declares that the terms of this AGREEMENT have been completely read by her and explained to her by her attorneys and/or representatives and are fully understood by her and that she has had the effective benefit of advice of competent legal counsel of her choice, has had a reasonable period of time to review the terms of and consider this

AGREEMENT, its terms and the settlement and general release contemplated hereby and has voluntarily accepted the terms of this AGREEMENT for the purpose of making a full and final compromise, adjustment and settlement of any and all **CLAIMS** released hereby and for the express purpose of precluding forever any further or additional claims, lawsuits or arbitrations arising out of the aforesaid **CLAIMS**. Subsequent discovery of any facts, no matter how material, shall have no effect upon the validity of this AGREEMENT or the general release provided herein.

14. The undersigned represent and warrant that they have full authority to act and execute this AGREEMENT on behalf of themselves. **RELEASOR** represents and warrants that she is solely entitled to enforce all **CLAIMS** released hereby and to give a full and complete release therefor. The undersigned represent and warrant that they are over the age of 18, *sui juris* and have personal knowledge of all representations contained herein and that all such representations are true, complete and accurate to the best of their knowledge and belief.

15. **RELEASOR** affirms and agrees that this AGREEMENT is the product of joint negotiation and authorship or otherwise at arms-length and shall not be construed against either party hereto on the basis of sole authorship, and any rule or law requiring interpretation of this AGREEMENT or any perceived ambiguities against the drafting party is not applicable and is hereby waived.

16. **RELEASOR** agrees that she is the sole holder of all **CLAIMS** released hereunder against any and all of the **RELEASED PARTIES** and that she has not assigned, sold or transferred any interest in her **CLAIMS**.

17. For any notice provision:

a. For [REDACTED]:

[REDACTED]

[REDACTED]

b. For JEFFREY EPSTEIN:

Christopher E. Knight, Esq., Fowler
White Burnett, P.A.

[REDACTED]

18. This AGREEMENT may be executed by the parties hereto in counterparts on separate signature pages.

[REDACTED]

JEFFREY EPSTEIN

Date: _____

Date: _____

Signed before this ____ day of _____, 2011.

Signed before this ____ day of _____, 2011.

NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC
My Commission Expires: