

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE, dated as of November 28, 2012, by and among Fowler White Burnett, P.A., a Florida corporation ("FWB"), with an address at Espirito Santo Plaza, 1395 Brickell Avenue, Miami, Florida 33131, and Jeffrey E. Epstein ("Epstein"), with an address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802.

WHEREAS, FWB has billed and issued invoices and statements to Epstein in respect of legal services rendered and disbursements made for and on behalf of Epstein through April 20, 2012;

WHEREAS, FWB has claimed that an outstanding balance is owed by Epstein to FWB in respect of invoices and statements issued to Epstein for services rendered and disbursements expended by FWB for or on behalf Epstein through and including April 20, 2012;

WHEREAS, Epstein disputes any and all claims by FWB that Epstein owes FWB the claimed sums in respect of such services and disbursements; and

WHEREAS, FWB and Epstein desire to resolve all such disputed claims upon the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and provisions set forth in this Agreement, FWB and Epstein, intending to be legally bound, do hereby agree as follows:

1. In consideration of the Release (as defined in Section 2 below) and the other provisions hereof, by no later than November 30, 2012, Epstein shall pay FWB by wire transfer of immediately available funds on or before November 30, 2012, the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) in accordance with the wire transfer instructions previously provided by FWB to Epstein (the "Settlement Payment").

2. As a material inducement to Epstein, and in consideration of the mutual promises and other provisions contained herein and of Epstein's agreement, to pay the Settlement Payment to FWB by wire transfer on or before November 30, 2012, and for other good and valuable consideration, receipt of which FWB hereby acknowledges, FWB, for and on behalf of itself and its shareholders, partners, successors and assigns (the "Releasers"), knowingly, unconditionally, and irrevocably, fully, forever and completely releases and discharges each of Epstein and Epstein's past, present and future affiliates, successors, heirs, legal representatives and assigns, and each of the past, present and future agents, employees, officers, representatives, attorneys, auditors, accountants, heirs and any and all other individuals or entities who have at any time acted, or purported to act on behalf of any of Epstein or any of his affiliates (collectively, the "Epstein Released Parties") and covenant not to sue any of the Epstein Released Parties for or with respect to, any and all balances, statements, invoices, claims, causes of action, liabilities, damages and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which any of the Releasers had, now has or will ever have against any of the Epstein Released Parties, which constitute, concern or otherwise relate to any matter or thing from the beginning of time through and including the date of this Settlement Agreement and Mutual General Release, including, without limitation, any and all

claims by any of the Releasors against any of the Epstein Released Parties arising out of, relating to or connected with any services rendered or disbursements made by FWB or its attorneys, or other members of its staff to, for or on behalf of Epstein and any invoices or statements issued by FWB in connection therewith. However, it is not the intent of this Release, nor does this Release affect the ability, or waive the right, of the Releasors to argue in defense of their actions in any proceedings, including actions by Third Parties. The foregoing release is hereinafter referred to as the "Release".

3. As a material inducement to FWB and in consideration of the mutual promises and other provisions contained herein and of the Release, Epstein, for and on behalf of the Epstein Released Parties, knowingly, unconditionally, and irrevocably, fully, forever and completely releases and discharges each of FWB, and its shareholders, partners, employees, agents, successors and assigns (the "FWB Released Parties") from, and covenants not to sue any of the FWB Released Parties for or with respect to, any and all claims, causes of action, liabilities, damages and demands of any nature, character or kind, whatsoever, whether known or unknown, whether at law or equity, and whether of a direct, indirect or derivative nature, which the Epstein Released Parties had, now have, or will ever have, against FWB Released Parties, which constitute, concern or otherwise relate to any matter or thing from the beginning of time through and including the date of this Settlement Agreement and Mutual General Release, including, without limitation, any and all claims by the Epstein Released Parties arising out of, relating to or connected with any services rendered or disbursements made by FWB or its attorneys, or other members of its staff to, for or on behalf of Epstein and any invoices or statements issued by FWB in connection therewith.

4. Despite the Releasors having released the Epstein Released Parties with respect to the same pursuant to Section 2 hereof, FWB continues to believe that there is a discrepancy in the amount of \$103,000 which FWB's former partner, Lilly Sanchez and FWB claimed to be outstanding from Epstein to FWB and which Epstein's accountant Richard Kahn determined was not owed to FWB (the "Discrepancy"). Epstein agrees that he will instruct Richard Kahn to review in good faith this matter further with Lilly Sanchez; provided, however, that the decision, if any, to make payment to FWB with respect to all or any part of the Discrepancy shall be within Epstein's sole and absolute discretion; it being understood and agreed by FWB for and on behalf of the Releasors that the Discrepancy is included as part of the balances, statements, invoices, claims, causes of action, liabilities, damages and demands with respect to which the Releasors have granted the Release to the Epstein Released Parties pursuant to Section 2 hereof.

5. The Release and the Settlement Payment are made by the parties hereto in compromise of disputed claims between the parties hereto and are intended to extinguish all rights and liability concerning such claims. The settlement is not to be construed as an admission of liability by Epstein or any of the Epstein Released Parties, FWB, or any FWB Released Parties, of any and all liability is hereby specifically denied and disclaimed.

6. The language of all provisions of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties hereto by reason of any cannon or convention of construction.

7. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

8. The parties hereto acknowledge and agree that no compromise, representation of

any kind other than contained herein has been made by or on behalf of either party hereto to the other party hereto or anyone acting on behalf of such other party hereto. The Parties hereto expressly agree that this Agreement constitutes the full understanding and entire agreement between the parties hereto with respect to the subject matter hereof and that it is entered into knowingly and voluntarily.

9. Each of the parties has carefully read and fully understands all of the provisions of this Agreement.

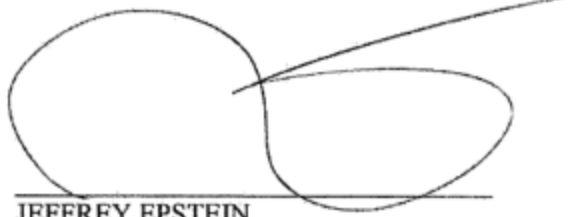
10. The mutual releases contained in Section 2 and 3 hereof are not effective until, and are conditioned upon, payment in full by Epstein pursuant to Section 1 hereof.

IN WITNESS WHEREOF, FWB has caused its duly authorized representative to execute this Agreement, and Epstein has executed this Agreement, as of the day of the date and year first above written.

FOWLER WHITE BURNETT

By: _____


Christopher Knight on behalf
of the Firm



JEFFREY EPSTEIN