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October 23, 2007

VIA E-MAIL

Honorable R. Alexander Acosta
United States Attorney's Office
Southern District of Florida
500 South Australian Avenue, Suite 400
West Palm Beach, Florida 33401

Re: Jeffrey Epstein

Dear Alex:

I write in response to Mr. Sloman's email of October 22, 2007. First, I want to remind you that Mr. Epstein and your Office have agreed to the terms of the Federal Non Prosecution Agreement (the "Agreement"), which is a binding agreement between the parties. Mr. Epstein has every intention of honoring the terms of that Agreement in good faith, and pursuant to the Agreement, as modified recently, Mr. Epstein and his counsel will appear to enter his plea in state court on November 20, 2007. I also want to thank you for the commitment you made to me during our October 12 meeting in which you promised genuine finality with regard to this matter, and assured me that your Office would not intervene with the State Attorney's Office regarding this matter; or contact any of the identified individuals, potential witnesses, or potential civil claimants and their respective counsel in this matter; and that neither your Office nor the Federal Bureau of Investigation would intervene regarding the sentence Mr. Epstein receives pursuant to a plea with the State, so long as that sentence does not violate state law. Indeed, so long as Mr. Epstein's sentence does not explicitly violate the terms of the Agreement, he is entitled to any type of sentence available to him, including but not limited to gain time and work release. With that said, I must tell you that I am very troubled by Mr. Sloman's latest proposed draft letter to Judge Davis.

First, Mr. Sloman's proposal suggests that the attorney representative may also litigate claims on behalf of the identified individuals in the event those individuals elect not to settle with Mr. Epstein pursuant to the Agreement. That seems to be directly at odds with the purpose of the Agreement, which is to facilitate out of court settlements in lieu of initiating adversarial proceedings. Indeed, it was our understanding at our October 12 meeting that those identified individuals who elect to sue Mr. Epstein are free to select their own lawyer, but the attorney representative would be restricted in this capacity due to the conflicts of interests that it would cause.

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