

From: Ada Clapp <[REDACTED]>
To: Jeffrey Epstein <jeevacation@gmail.com>
Cc: Eileen Alexanderson <[REDACTED]>
Subject: Re: Personal Representatives for Agreement Among Principals.
Date: Thu, 10 Oct 2013 13:49:05 +0000

What if the Designation named all the executors (Debra, Barry and Richard) and the Memorandum of Intention specified that in the event of disagreement among them as to who should fill the vacancy on the Executive Committee, Barry's decision shall control. It would not be binding but only an indication of Leon's intention that we hope Debra and Richard would respect. That would require no amendment to the Will.

By the way--if we are doing the GRAT--I believe we will need to do a Codicil or Revised Will in any event (to make sure there is language included that permits any annuity payment made to Leon's estate to qualify for the marital deduction if Debra survives Leon) so we might as well add language for a tie-breaker that would be binding.

Ada Clapp

Black Family Partners
c/o Apollo Management
9 W 57th Street
New York NY 10019
phone: [REDACTED]
email: [REDACTED]

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On Oct 10, 2013, at 9:24 AM, Ada Clapp <[REDACTED]> wrote:

Hi Jeffrey,

Alan and I agree that even though the term is singular in the Agreement Among Principals, Leon's executors, acting by majority, could act as his personal representative for purposes of the Agreement. Unless you think Leon *wants* to name only executor to have this power there is no need to amend the Will--the Designation should be sufficient. If however, you think Leon wants only one of his executors to act, we would need a codicil or a revised Will.

I have revised the designation to name just one executor. Please let me know if that is the route we are going and I will coordinate documents with Alan.

Best regards,

Ada Clapp

Black Family Partners
c/o Apollo Management
9 W 57th Street
New York NY 10019
phone: [REDACTED]
email: [REDACTED]

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On Oct 10, 2013, at 8:42 AM, Ada Clapp <[REDACTED]> wrote:

I think we may need to revise the Will for that so that there is no legal issue as to who gets to make the decision among Leon's executors. Will discuss with Alan.

Ada Clapp

Black Family Partners
c/o Apollo Management
9 W 57th Street
New York NY 10019
phone: [REDACTED]
email: [REDACTED]

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On Oct 10, 2013, at 4:43 AM, Jeffrey Epstein <jeevacation@gmail.com> wrote:

the relevant agreement does not use the plural . representaive (s). have leon choose only one .. with a successor.

On Thu, Oct 10, 2013 at 12:39 AM, Ada Clapp <[REDACTED]> wrote:

Attached are the revised agreements pursuant to our discussion this morning.

Ada Clapp

Black Family Partners
c/o Apollo Management
9 W 57th Street
New York NY 10019
phone: [REDACTED]
email: [REDACTED]

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On Oct 8, 2013, at 7:41 PM, Ada Clapp <[REDACTED]> wrote:

Jeffrey, Alan and Eileen,

Attached is the proposed Memorandum of Intention for Leon. It is my understanding that Paul Weiss is preparing a special limited power of attorney to name Leon's personal representatives for purposes of the Agreement Among Principals in the event Leon is Disabled under the Agreement. If you wish, I can also prepare a memorandum of intention to his agents under that document.

Your comments are appreciated.

Ada Clapp

Black Family Partners
c/o Apollo Management
9 W 57th Street
New York NY 10019
phone: [REDACTED]
email: [REDACTED]

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<Memo of Intent-Agreement Among Principals.docx>

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