

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

KNOW ALL MEN BY THESE PRESENTS

1. This Settlement Agreement and General Release (“RELEASE”) is entered into by and between [REDACTED] [REDACTED], Individually (“RELEASOR”), and JEFFREY EPSTEIN, Individually (“RELEASEE”), in order to settle all claims asserted or which could be asserted against RELEASEE in the action entitled [REDACTED] v. JEFFREY EPSTEIN, *Case No. 9-10-cv-81111-WPD*, pending in the United States District Court Southern District of Florida, West Palm Beach Division (“the Action”). As referred to in this RELEASE, RELEASOR includes [REDACTED] [REDACTED], her agent(s), attorney(s), predecessor(s), successor(s), heir(s), administrator(s), assign(s), employee(s), guardian(s), spouse, descendants and dependents. As referred to in this RELEASE, RELEASEE includes Jeffrey Epstein, his agent(s), attorney(s), predecessor(s), successor(s), heir(s), administrator(s), assign(s), employee(s), descendants and dependents.

2. RELEASEE agrees that, along with other good and sufficient consideration for this Agreement, after RELEASOR’S execution of this Agreement, he will pay the total amount of \$300,000.00 (Three Hundred Thousand Dollars and No 100/100 Cents) to RELEASOR, within five (5) days after receipt of RELEASOR’S executed RELEASE, by check made payable to [REDACTED] [REDACTED] attorneys’ trust account, Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, PL Trust Account, provided all conditions outlined herein are met. No funds shall be disbursed from RELEASOR’s attorney’s trust account until the case is dismissed with prejudice.

3. In exchange for the consideration set forth in paragraph 2, RELEASOR has remised, released and forever discharged and by these presents does for RELEASOR, individually, and for

any guardians, spouses, other heirs or descendants, remise, release, acquit and forever discharge **RELEASEE**, along with all of his past, present, and future employees, agents, attorneys, successors, predecessors, successors, heirs, administrators, and assigns, all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, costs, expenses, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgment, executions, individual and/or joint and/or consortium claims and demands whatsoever, in law or in equity, which the undersigned now have, ever had, or which her heirs, executors, guardians or administrators, hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever, against **RELEASEE** from the beginning of the World to the day of the date of these presents, for all claims made or that could have been made against **RELEASEE** for compensatory damages, punitive damages, costs or attorney's fees, past, present and future, and all other damages against **RELEASEE**, without limitation.

4. It is understood and agreed that this settlement is the compromise of a disputed claim and is intended to avoid further litigation, and that the payment made is not to be construed as an admission of liability or fault on the part of the parties hereby released, and that said **RELEASEE** denies liability therefor. **RELEASEE** has entered into and accepted the settlement agreement to buy his peace and end all possibility of litigation against him by **RELEASOR**. In addition, as further consideration of such payment, the **RELEASOR** and **RELEASEE** agree that the terms of this Settlement Agreement and General Release and the Settlement Agreement and Release itself, are not intended to be used by any person, and shall not be admissible, in any proceeding, case or cause against or involving **RELEASEE**, either civil or criminal. In further consideration of such payment, **RELEASOR** hereby agrees to defend, indemnify and save harmless **RELEASEE** against all

lawsuits, claims, arbitrations, cross-claims, counter claims or third party claims related to personal injuries which **RELEASOR** claimed or which could have been claimed by any person, firm, corporation or entity, whatsoever on her behalf arising from her claims, and from all damages, costs and expenses therefrom including, but not limited to, attorneys' fees and costs which **RELEASEE** herein may bear and incur by reasons thereof.

5. **RELEASOR** understands and agrees that the acceptance of said sum is in full accord and satisfaction of a disputed claim and that the payment of said sum is not an admission of liability by any party named herein. It is expressly understood and agreed that this Settlement Agreement and General Release is intended to cover and does cover not only all now known injuries, losses or damages, but any heretofore unknown injuries, losses and damages which arise from, or are in any way related to, the incident described in the Complaint filed in the Action.

6. In exchange for the consideration set forth in paragraph 2, immediately upon payment and clearance of the settlement amount, **RELEASOR** shall file with the United States District Court for the Southern District of Florida, West Palm Beach Division, a fully executed Stipulation for Voluntary Dismissal With Prejudice of the Action, without costs or attorney's fees assessed against any party. As a condition to this agreement, **RELEASOR**, and her attorneys shall also execute a Confidentiality Agreement in favor of **JEFFREY EPSTEIN**.

7. This Settlement Agreement and Release constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior negotiations are merged into this Agreement, with the sole exception of the Confidentiality Agreement entered into between **RELEASOR** and **RELEASEE**. This Agreement may not be modified except as may be set forth in writing and executed by the parties hereto. The parties acknowledge that there are no

other promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them 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 the Agreement shall be in United States District Court Southern District of Florida. The parties affirmatively state that they have had equal input into determining the terms of this Agreement and it is the parties' desire that this Agreement not be construed for or against any party by virtue of that party's drafting of the Agreement.

9. If one or more paragraph(s) of this Agreement shall be ruled unenforceable, either **RELEASEE** or **RELEASOR** may elect to enforce the remainder of the 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 agree to pay out of the settlement funds 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, which may be applicable to injuries or claims arising out of or related to any claims asserted by them

or which could have been asserted by them or on their behalf arising from the Subject Incident.

12. **RELEASOR** hereby declares that the terms of this settlement have been completely read and explained by her attorney and/or representative and are fully understood and that she has had effective benefit of the advice of competent legal counsel of her choice, has had a reasonable period of time to review the terms and consider the Release and its terms and the settlement and have voluntarily accepted the terms of this Release for the purpose of making a full and final compromise, adjustment and settlement of any and all claims of account of any injuries or damages above mentioned and for the express purpose of precluding forever any further or additional claims, lawsuits or arbitrations arising out of the aforesaid occurrences. Subsequent discovery of any facts, no matter how material, shall have no effect upon the validity of the Release.

13. The undersigned warrant that they have full authority to act and execute this Release on behalf of themselves and that they are solely entitled to enforce the aforesaid claims asserted and to give a full and complete release therefor. The undersigned 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.

14. **RELEASOR** affirms and agrees that this RELEASE is the product of joint negotiation and authorship or otherwise at arms length and shall not be construed against either party on the basis of sole authorship and any rule or law requiring interpretation of this RELEASE or any perceived ambiguities against the drafting party is not applicable and hereby waived. All provisions shall be interpreted in a reasonable manner for the purposes of the parties.

<p>██████████ ██████████</p> <hr/> <p>Date: _____</p> <p>Signed before this ____ day of _____, 2010. _____</p> <p>NOTARY PUBLIC My Commission Expires:</p>	<p>JEFFREY EPSTEIN</p> <hr/> <p>Date: _____</p> <p>Signed before this ____ day of _____, 2010. _____</p> <p>NOTARY PUBLIC My Commission Expires:</p>