

Draft of November 20, 2018

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into as of this ____ day of November, 2018 (the "Effective Date"), by and among Bradley J. Edwards ("Edwards") and Jeffrey Epstein ("Epstein").

WHEREAS, Edwards is the counter-plaintiff and Epstein is the counter-defendant in connection with a counterclaim Edwards asserted against Epstein which is now pending before the Honorable Donald W. Hafele of The Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida (the "Court") in a case encaptioned, *Jeffrey Epstein v. Scott Rothstein, individually, Bradley J. Edwards, individually, and L.M., individually*, under Case No. 502009CA040800XXXXMBAG (the "Counterclaim"); and

WHEREAS, the parties hereto (the "Parties") desire to settle the Counterclaim as provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, promises and other provisions contained herein, the Parties, intending to be bound, hereby agree as follows:

1. The Parties agree to settle the Counterclaim, upon, subject to and in accordance with the provisions of this Agreement.
2. Concurrently with the execution and delivery of this Agreement, by wire transfer to Edwards' account, Epstein shall pay Edwards the sum of _____ (U.S. \$ _____ .00) (the "Settlement Payment").

3. The Parties agree that all claims that are, were, or could have been asserted by the Parties against each other in connection with the Counterclaim, the lawsuit in which the Counterclaim was asserted (the "Lawsuit") and any and all matters, events, occurrences, facts, and circumstances alleged or that could have been alleged in the Lawsuit or the Counterclaim by any Party shall be released and extinguished, except for claims to enforce the provisions of this Agreement.

4. (a) Edwards, for and on behalf of himself and his spouse and other family members, successors, assigns, heirs, executors, administrators, and personal representatives (collectively, the "Edwards Releasers"), hereby fully and irrevocably releases Epstein, and each of Epstein's successors, assigns, heirs, executors, administrators, and personal representatives (collectively, the "Epstein Releasees"), of and from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, costs, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether direct, derivative, individual, representative, legal, equitable, or of any type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law, for, upon or by reason of any matter, cause, or thing whatsoever in any way relating to, involving, referring to, arising out of, or based upon, directly or indirectly, any

actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters or things whatsoever, or any series thereof, existing or occurring from the beginning of time through and including the date hereof (hereinafter referred to as "Claims"), including, without limitation, all Claims that were or could have been asserted in the Counterclaim or the Lawsuit. Anything to the contrary in this Section 4(a) notwithstanding, nothing herein shall release Epstein from his obligations under this Agreement.

(b) Epstein, for and on behalf of himself and his successors, assigns, heirs, executors, administrators, and personal representatives (collectively, the "Epstein Releasers"), hereby fully and irrevocably releases Edwards, and each of Edwards' successors, assigns, heirs, executors, administrators, and personal representatives (collectively, the "Edwards Releasees"), of and from any and all Claims, including, without limitation, any and all Claims that were or could have been asserted in the Counterclaim or the Lawsuit. Anything to the contrary in this Section 4(b) notwithstanding, nothing herein shall release Edwards from his obligations under this Agreement.

5. From and after the date hereof, the Edwards Releasers hereby expressly covenant to the Epstein Releasees, and the Epstein Releasers hereby expressly covenant to the Edwards Releasees, not to sue or initiate, prosecute, participate in or otherwise pursue any claim or cause of action against the Epstein Releasees or the Edwards Releasees, as the case may be, arising out of, relating to or

connected with any action, matter or thing as to which a release has been granted pursuant to Section 4(a) or 4(b) of this Agreement.

6. The Parties agree, promptly after the execution and delivery of this Agreement, to dismiss the Counterclaim against Epstein with prejudice and without attorneys fees or costs as to any party to the Counterclaim, and to execute and deliver to each other and file with the Court any and all such documents as are reasonably necessary to effectuate such dismissal with the Court. Each of the Parties further agrees to execute and deliver such further documents and take such further action as any of the Parties may reasonably request to effectuate the purposes of this Agreement.

[TBD - MECHANISM TO ELIMINATE LIABILITY EXPOSURE TO INTERVENORS IN BR CASE AND STATE COURT CASE]

7. By entering into this Agreement, the Parties do not intend to make, nor shall they be deemed to have made, any admission of liability of any kind whatsoever. The Parties agree that they are entering into this Agreement for the purpose of settling the Counterclaim and to avoid further expense with respect to the Counterclaim.

8. The Parties agree that the Settlement Amount of this Agreement is strictly confidential. Any filing of this Agreement required or desired to be made with any court shall be filed under seal with the Settlement Amount redacted from any public docket or record of such filing. The Settlement Amount shall be redacted from each and every disclosure of this Agreement to any person who is not a Party, and no Party may disclose to or discuss with any third party any facts relating to or

connected with the Settlement Amount in this Agreement without the prior, written consent of the other Party; provided, however, that a Party may disclose the Settlement Amount (a) to the Court presiding over the Counterclaim, provided that any such disclosure to which the public shall have access shall be redacted and under seal as provided above; (b) to such Party's employees, accountants and attorneys who require the same for the purpose of performing their employment duties or providing professional services to such Party; (c) to such Party's insurers or re-insurers; (d) as required by any law, regulation, or rule of a court or government agency; or (e) in response to a duly authorized subpoena or court order. Before disclosing the Settlement Amount under provisos (b) or (c) above, the Party making the disclosure shall inform the receiving person of the terms of this confidentiality provision, and shall take reasonable measures to ensure that the recipient agrees not to violate the provisions hereof. At least five business days prior to disclosing the Settlement Amount under provisos (d) or (e) above, to the extent permissible by law, regulation, rule of a court, court order or government agency, the Party making or asked to make the disclosure shall inform the other Party of the proposed disclosure or request for information, and shall, at the request of the other Party and at the cost of such requesting Party, file any disclosure or response to the request for information about the Settlement Amount pursuant to a motion or other formal request that the information be maintained in confidence and/or held under seal.

9. Each Party acknowledges and agrees that irreparable injury to the other Party hereto could occur in the event any of the provisions of this Agreement

were not performed in accordance with its specific terms or were otherwise breached, and that such injury may not be adequately compensable in monetary damages. It is accordingly agreed that the Party who may be adversely affected by such non-performance or breach, or any threat of such non-performance or breach by the other Party, shall be entitled to seek specific enforcement of, and injunctive relief to prevent any violation or threatened violation of, the terms hereof and the other Party will not take any action, directly or indirectly, in opposition to the Party seeking relief on the grounds that any other remedy or relief is available at law or in equity, and each Party hereto further agrees to waive any requirement for the security or posting of any bond in connection with such remedy.

10. The Parties agree that the prior drafting history of this Agreement shall not be used to construe any term of this Agreement. This Agreement has been negotiated by each Party and such Party's attorneys, and the language hereof will not be construed for or against any Party as the principal drafter of this Agreement.

11. Each Party expressly represents and warrants that he has full mental and legal capacity and authority to settle and compromise his disputes with the other Party, to grant any and all releases by such Party contemplated under this Agreement, and to enter into and to perform his obligations under this Agreement; (b) no other person or entity has inherited, acquired, or has been assigned, or will in the future inherit, acquire, or have any right to assert, against any of the Epstein Released Parties or the Edwards Released Parties, as the case may be, any portion of the Claims released in this Agreement; and (c) he is the lawful owner of such Claims so released by him under this Agreement. The Parties are specifically relying on the

representations and warranties contained in this Section 11. Such representations and warranties shall survive the execution of this Agreement.

12. Each Party agrees that this Agreement shall be binding upon the heirs, successors, and assigns of each Party.

13. Each Party represents and agrees that such Party: (i) has fully reviewed this Agreement and has had the opportunity to seek advice by independent counsel of his choosing with respect to the same; (ii) fully understands the terms of this Agreement and has entered into this Agreement voluntarily without any coercion or duress on the part of any person or entity; and (iii) was given adequate time to consider all implications of this Agreement prior to entering into it.

14. This Agreement constitutes the entire agreement between the Parties regarding the matters contained therein. Each Party acknowledges that such Party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, or warranty that is not contained in this Agreement.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Signatures of this Agreement transmitted by fax and by email of pdf signatures shall have the same effect as original signatures.

16. This Agreement may not be amended or modified except by a written instrument executed by both Parties. Any waiver of any provision hereof must be in writing and signed by the Party to be charged with such waiver.

17. Any statements, communications or notices (“Notices”) to be provided pursuant to this Agreement shall be in writing and sent by hand delivery or by reputable overnight courier to the attention of the Parties indicated below, until such time as a Party forwards Notice of any change of address to the other Party:

(a) For Edwards:

[PROVIDE NOTICE INFORMATION]

(b) For Epstein:

Jeffrey Epstein

6100 Red Hook Quarter, B3

St. Thomas, USVI 00802

With a courtesy copy by email to:

Darren K. Indyke, Esq.

[REDACTED]

18. If any court proceeding is brought by any Party to enforce the provisions of this Agreement, then the prevailing Party shall be entitled to recover from the non-prevailing Party all of the prevailing Party’s reasonable costs, fees (including, without limitation, reasonable attorney’s fees), disbursements and expenses incurred in connection with such enforcement and proceeding.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements entered into entirely within the State of Florida without regard to the principles of Florida law regarding conflicts of laws.

20. Each Party irrevocably and unconditionally submits to the jurisdiction of any state or federal court sitting in Palm Beach County, Florida over any proceeding arising out of or relating to this Agreement. Each Party agrees that service of any process, summons, notice or document in the manner provided herein for the giving of Notices shall be effective service of process for any court proceeding arising out of or relating to this Agreement. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such court proceeding and any claim that any such proceeding has been brought in an inconvenient forum. Each Party agrees that a final, non-appealable judgment in any such court proceeding shall be conclusive and binding upon such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject, by suit upon judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the day and year first above-written.

BRADLEY J. EDWARDS

JEFFREY EPSTEIN

STATE OF FLORIDA)
)ss.:
COUNTY OF)

On the day of November in the year 2018, before me, the undersigned, personally appeared BRADLEY J. EDWARDS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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)ss.:
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On the day of November in the year 2018, before me, the undersigned, personally appeared JEFFREY EPSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public