

October 16, 2017

VIA E-MAIL

Jeffrey Epstein
c/o: DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
email: [REDACTED]

Re: Engagement of Gunster, Yoakley & Stewart, P.A.

Client Name: Jeffrey Epstein

Matter Name: Jeffrey Epstein vs. Scott Rothstein and Bradley J. Edwards
Palm Beach County Circuit Court
Case No. 502009CA04800XXXXMB-Division AG
(the "Lawsuit")

Dear Mr. Epstein:

Thank you for selecting Gunster, Yoakley & Stewart, P.A. ("Gunster" or the "Firm") to represent Jeffrey Epstein ("you" or Client") as legal counsel in connection with the Lawsuit. The purpose of this Engagement Letter and the attached "Terms and Conditions" is to confirm the limited scope and terms and conditions of our representation.

The scope of our Firm's representation of you is limited to providing strategy advice, research and analysis to support your trial counsel, Scott J. Link in defending the Lawsuit. Gunster and its lawyers will not be appearing as counsel of record in the Lawsuit.

The Firm is not undertaking to represent Client on any other matter. For example the Firm is not undertaking to advise Client on criminal, personal estate or tax planning matters, financial planning, domestic relations, asset protection or possible claims against other professionals who may be responsible for losses. In addition, the Firm has not been asked to give tax advice and does not undertake to advise Client as to the tax consequences of a recovery made in connection with the Litigation. The Firm suggests Client seek independent tax advice from attorneys or accountants who are familiar with Client's tax situation and who are qualified in tax matters. It will be Client's responsibility to make any tax payments or filings necessitated by the resolution of Client's claim. Any other matters that Client wants the Firm to handle must be the subject of a new discussion and, if accepted, a separate agreement between the Firm and Client.

The Firm also expects to work on the Lawsuit with the Firm of Tonja Haddad, P.A. and Atterbury, Goldberger & Weiss, P.A. ("Co-Counsel"). To promote efficiency and to avoid duplication of work, Client authorizes the Firm to communicate and work with Co-Counsel. Furthermore, Client agrees that the Firm is not obligated to independently analyze legal research and factual investigation performed by Co-Counsel. The Firm is entitled to rely upon the legal research and factual investigation performed by Co-Counsel. The Firm, however, reserves the right to do so in order to meet its obligations before the Court. This is a material limitation on the scope of the Firm's work but is one that will help avoid duplicative legal work.

The Firm also expects to share information generated in the Lawsuit and take direction from Client's General Counsel (Darren K. Indyke, PLLC). Client agrees that the Firm may take direction from and discuss matters with Client's General Counsel.

We may agree to further limit or expand the scope of our representation from time to time, provided that we confirm any such changes in writing.

Our only client in this matter will be Jeffrey Epstein and our Firm will not be representing any other entity or person in connection with this matter.

The Firm's hourly rates for this matter are as follows: Partners \$750; Associates \$450; and Paraprofessionals \$275. In addition to this fee, you will be responsible for the Firm's regular disbursements and charges incurred in connection with this engagement, as set forth in the attached Terms and Conditions. Our hourly rates are subject to change from time to time.

In this matter, we will require an Advance Fee Deposit in the amount of \$100,000.00 which will be held in our Firm's non-interest bearing trust account in accordance with the attached Terms and Conditions. This Advanced Fee Deposit will be applied against billings in accordance with the Terms and Conditions. Any part of the Advanced Fee Deposit that is not earned will be refunded at the conclusion of the matter.

If, at some point in the litigation (i.e. for the trial), you request we expand our scope of representation to appear as counsel of record we will consider doing so. However, we have not agreed to do so and whether the Firm agrees to appear as counsel of record will be in its sole discretion. It is agreed that if the Firm is requested to appear as counsel of record and agrees to do so, you will pay the Firm as an earned, non-refundable fee \$200,000 for the Firm's availability and willingness to serve as counsel of record in this matter, before an appearance is made. Such earned, non-refundable fee is in addition to and independent of your agreement to make the Advance Fee Deposit and to pay the Firm's hourly rates and costs as set forth in this Agreement for all time incurred both before and after this Firm appears as counsel of record.

We ask that you please do the following at your earliest convenience:

1. Review this Engagement Letter and the attached "Terms and Conditions" for the terms of our representation;

2. If this Engagement Letter and the attached "Terms and Conditions" meet with your approval, please sign this letter in the space provided below; and
3. Return a signed copy to me.

Should you have any questions or concerns about our service, work product, billings, or any other aspect of our engagement, please let me know immediately so that we may address the situation and best respond to your needs. On behalf of our Firm, thank you for selecting Gunster to represent you. We appreciate your confidence in assigning us this important matter and we look forward to assisting you.

Sincerely,

David R. Atkinson

DRA/mm
Attachment (Standard Terms & Conditions)

THE CLIENT, JEFFREY EPSTEIN, AFTER CONSULTING WITH DARREN INDYKE, ESQ., HAS REVIEWED AND AGREES TO THE ATTACHED "TERMS AND CONDITIONS" AND THIS ENGAGEMENT LETTER:

JEFFREY EPSTEIN

Date: _____

Conflict Database Information

In connection with the Lawsuit, we have searched our conflict database information for the following parties:

Names of Client/Affiliated/Related Parties:

JEFFREY EPSTEIN
DARREN K. INDYKE
DARREN K. INDYKE, PLLC
SCOTT J. LINK, ESQ.
SCOTT J. LINK, P.A.
JACK A. GOLDBERGER, ESQ.
ATTERBURY, GOLDBERGER & WEISS, P.A.
FRED HADDAD, ESQ.
FRED HADDAD, P.A.
TONJA HADDAD COLEMAN, ESQ.
TONJA HADDAD, P.A.

Names of Adverse/Opposite Parties:

SCOTT ROTHSTEIN, ESQ.
WILLIAM CHESTER BREWER, ESQ.
BRADLEY J. EDWARDS, ESQ.
FARMER, JAFFE, WEISSING, EDWARDS, FISTOS & LEHRMAN, FL
MARC S. NURIK, ESQ.
LAW OFFICES OF MARC S. NURIK

If any of the names above are incorrect, or there are individuals or entities which we have missed and should include in our conflict review and database, please let us know immediately so that we may correct any mistakes or omissions.

TERMS AND CONDITIONS

To simplify the language in these "Terms and Conditions," Gunster, Yoakley & Stewart, P.A. is referred to as "we," "our," or "us." The person or entity being provided the legal services is referred to as "you" or "your."

Your Cooperation. You agree to be candid and cooperative with us and to promptly provide us with complete and accurate factual information and all documents and other communications relevant to the subject matter of our representation. You agree to keep us informed of all relevant developments and to cooperate fully with us as we may otherwise reasonably request.

Affiliates. Because of the dynamic and extensive nature of the ownership interests of individuals and companies owning or partially owning or controlling other entities or enterprises, and the challenges that are thereby created with respect to identifying potential conflicts of interests, it is our general policy that, to the extent permitted by the Florida Rules of Professional Conduct and unless you ask us to do otherwise, we do not regard a person, an organization or other legal entity that may be affiliated with you (such as a corporate parent, subsidiary, or other entity in which you have an ownership or other interest) to be a client of our firm unless we have also established an express attorney-client relationship with that other entity through a written agreement.

Delegation of Services. Our attorneys, law clerks, paralegals, planners and information specialists have varying areas of expertise and amounts of experience and different billing rates. Our goal is to render the best legal services we can in the most efficient and cost-effective manner. Therefore, the attorney in charge of your particular matter may assign different members of our firm to perform various services for you in connection with your matter.

Advance Fee Deposits. Advance Fee Deposits will be kept in our non-interest bearing trust account on your behalf during our representation of you, which we may withdraw in our discretion to pay any disbursements as incurred and for any fees and services which have not been paid when due. At the termination of our representation in this matter, the deposit will be applied to any outstanding amounts on the final statement. To the extent you owe us money for other matters handled for you, you hereby authorize us to apply any balance to those matters as well. Any remaining balance, after payment of all fees and costs due to us, will be returned to you. Should your Advance Fee Deposit fall below a level acceptable to us, you will replenish it up to the original amount. We may request an additional Advance Fee deposit in the future, depending upon the level of activity involved with your matter. The Advance Fee Deposit is not an estimate of our total legal fees or a cap on our legal fees.

Fees; Billable Rates. Unless we agree otherwise in writing as to a specific matter, we will perform our legal services on an hourly rate basis. Currently, our hourly rates range from \$255 per hour to \$875 per hour for all legal services performed by the firm's attorneys, and our hourly rates for paralegals, law clerks, planners or information specialists range from \$42.50 to \$310 per hour. In addition, we charge \$285 per hour for investigative services performed by an in-house investigator. Our hourly rates take into consideration the individual's professional background and other relevant factors. Our fees may be adjusted by additional amounts to reflect the

reasonable value of our services where objectively justified based upon: (a) the unique or unusually complex nature of any particular matter handled, (b) any special expertise required, (c) expedited time constraints and (d) other similar considerations. Any estimate we provided may also be affected by these same circumstances. Our hourly rates are subject to change from time to time.

Disbursements and Additional Charges. We will bill you for the direct costs and service charges that are incurred for your particular matter(s), including such things as: filing fees, postage (including regular, certified, registered or expedited mail, or any other type of delivery by common carriers, such as UPS, Federal Express, or the like), courier services, imaging costs (including scanning, photocopying and printing of documents), teleconferencing services, inter-LATA or international calling tariffs, deposition costs, travel costs, and the fees and expenses of experts or consultants, if needed. We charge for certain additional services we render, including computerized database access and usage (e.g., Lexis, Westlaw, PACER, Dun & Bradstreet, and other information databases), special word processing and after-hours or extraordinary secretarial or accounting services, and the receipt and transmission of facsimiles. These matters will be shown on each invoice. Certain cost items, described above, such as imaging costs, are provided as in-house services by us and the per page non-color imaging charge (\$0.10 per page) is based upon a reasonable allocation of our overhead costs directly related to those services. Similarly, our computerized database charges are based upon direct vendor access/usage charges, which can vary from time to time based upon monthly volume-of-usage discounts that the firm has negotiated with various providers, and passes on to you as available. We are constantly striving to maintain these charges at rates which are lower than those maintained by others in our markets.

Monthly Billing. Except for disbursements paid from any Advance Fee Deposit described above, we bill fees, disbursements and other services on a monthly basis and payment is due within 15 days of receipt. If you make no comment about a statement within 15 days of its date, we will assume that you have reviewed it and find it acceptable.

Interest on Late Payments; Collection Expenses. We will charge interest at the rate of 12% per year on invoice amounts which are not paid within 30 days of the invoice date. If you fail to pay any amount owing to the firm, you will also be responsible for all collection expenses incurred by us, including costs and a reasonable attorney's fee, whether or not commencement of litigation is required.

No Assignment. Because our relationship with you is personal in nature, it is agreed that our duties to you and your resulting rights or claims shall not be assignable or assigned to another person or entity and, unless we expressly agree otherwise in a writing signed by you and us, no third party shall be or is considered as a beneficiary of our services for you.

Jurisdiction and Venue. You: (a) agree that any suit, action or legal proceeding arising out of or in connection with this agreement may be brought only in a Florida federal district or Florida state circuit court located in the Florida county from which the majority of our services (based upon attorney time) were provided, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, (c) waive any objection which you may have to the laying of venue of any

such suit, action or proceeding in any of such courts, and (d) agree that service of any court paper may be effected upon you by mail or in such other manner as may be provided under applicable laws or court rules in Florida.

E-Mail. We will use e-mail to communicate with you and other parties in this matter and to transmit and receive documents and other communications. E-mail is subject to some potentially significant security and confidentiality risks. If you do not wish for us to use e-mail in connection with your matter, please let us know as soon as possible.

Retention and Disposition of Documents. At your written request, following the termination of our engagement and upon our receipt of your payment for all outstanding fees and costs, we will return to you all papers and other property that you provided to us. We may retain our own files pertaining to this matter. However, we reserve the right, in our sole discretion and without further notice, to destroy or otherwise dispose of documents, data, or other materials related to or generated on account of the representation within a reasonably short time after the termination of our engagement in connection with each and any matter.

Termination. You may terminate our services and representation at any time upon written notice. Likewise, if at any time we find that we are unable to continue representing you, we will notify you in writing. We reserve the right to terminate our representation if payment is not received within 30 days of the date of a statement, and you agree not to contest our withdrawal from any court or administrative proceeding if payment has not been received within 30 days of the date of a statement. Unless otherwise terminated, your engagement of our firm in connection with this matter will terminate upon our sending you our final statement for services rendered in connection with this matter. After termination of our services and representation, we will prepare a final statement.

Post-Engagement Matters. You have engaged us to provide legal services in connection with a specific matter. After completion of this matter, changes may occur in applicable laws, regulations, facts or circumstances related to your matter that could impact your future rights and liabilities. Unless you separately engage us after completion of this matter to provide additional advice on issues arising in the future, we will not be responsible for advising you or updating you on such issues and changes in applicable laws, regulations, facts and circumstances.

Statements of Professional Judgment. At the commencement and during the course of our representation, we may express opinions or beliefs concerning this matter, alternative courses of action, or results that might be anticipated. Though we shall endeavor to provide conscientious, competent and diligent services, and at all times seek to achieve results that are just and reasonable, due to the uncertainty of all legal matters, we cannot, and therefore do not, warrant, predict or guarantee results or the final outcome of this matter. The payment of our fees and expenses is not contingent or dependent upon any such successful consummation or result.

Additional Services We Provide. Frequently, we produce and mail advisories and newsletters or post information on our Website that may offer timely insights and updates on a variety of issues. These issues range from land use, labor and employment, intellectual property, tax, corporate governance and regulatory matters to estate planning. We conduct seminars on a

variety of topics at various locations. Information received through these advisories, newsletters and seminars is not to be considered as legal advice for any particular matter for which you may have employed our services.

Entire Agreement. These Terms and Conditions, the Engagement Letter and any joint representation agreement (if applicable) to which these Terms and Conditions is attached represent the entire agreement between you and us regarding this matter and supersede all other negotiations, understandings and representations (if any) made by and between us. No change or waiver of any of the provisions of this engagement shall be binding on either you or us unless the change is in writing and signed by both you and us.

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