

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into as of this ___ day of December, 2018 (the "Effective Date"), by and among [REDACTED] [REDACTED]") on the one hand, and Jeffrey Epstein ("Epstein"), Ghislaine Maxwell ("Maxwell"), [REDACTED] (a/k/a [REDACTED]) and Lesley Groff ("Groff") on the other hand. In this Agreement, Epstein, Maxwell, Groff, and [REDACTED], together, are referred to as the "Defendants".

WHEREAS, [REDACTED] is the Plaintiff, and the Defendants are named Defendants in a lawsuit now pending before the Honorable John G. Koeltl of the United States District Court for the Southern District of New York (the "Court"), captioned [REDACTED] v. *Jeffrey Epstein, Ghislaine Maxwell, [REDACTED], Lesley Groff and [REDACTED]*, under Case No. 1:17-CV-00616 (the "Lawsuit") in which Plaintiff alleges conduct by Defendants which she alleges resulted in personal physical injuries to the Plaintiff; and

WHEREAS, the parties hereto (each a "Party" and together, the "Parties") desire to settle the Lawsuit 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 Lawsuit, upon, subject to and in accordance with the provisions of this Agreement.

2. Within three (3) business days after the date hereof, Epstein shall pay [REDACTED] the sum of Five Hundred Thousand Dollars (U.S. \$500,000) (the

"Settlement Amount") by wire transfer to the escrow account of [REDACTED] attorney, [REDACTED] (the "Escrow Agent"), in accordance with the wire transfer instructions attached as Exhibit A hereto, who shall hold the Settlement Amount in escrow and disburse the same only as hereinafter provided. While Defendants do not admit any liability and in fact deny all liability, the Defendants understand that [REDACTED] is allocating the Settlement Amount exclusively as compensation to [REDACTED] for physical personal injuries she alleges to have suffered as a result of the conduct of Defendants she alleges in the Lawsuit. The Escrow Agent shall release the Settlement Amount to [REDACTED] or as otherwise agreed by [REDACTED] only at such time as the Parties have filed with the Court the necessary documentation to dismiss the Lawsuit with prejudice as against all the parties to the Lawsuit, and the Lawsuit has been so dismissed in accordance with the provisions of Section 6 hereof.

3. Effective on the date of receipt of the Settlement Amount in the escrow account of the Escrow Agent (the "Release Date"), all claims that are, were, or could have been asserted by any Party in connection with the Lawsuit and any and all matters, events, occurrences, facts, and circumstances alleged therein or contemplated thereby shall be released and extinguished, except for claims to enforce the provisions of this Agreement.

4. (a) Effective on the Release Date, [REDACTED], for and on behalf of herself and her successors, assigns, heirs, executors, administrators, and personal representatives (collectively, the "[REDACTED] Releasors"), hereby fully and irrevocably releases each of the Defendants, and each of their respective successors,

assigns, heirs, executors, administrators, and personal representatives (collectively, the "Defendant 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, that any of the [REDACTED] Releasers ever had, now has, or can, shall or may have against any of the Defendant Releasees 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, arising out of, relating to or connected with the Lawsuit or the facts and circumstances alleged therein and contemplated thereby (hereinafter referred to as "[REDACTED] Claims"). Nothing in this Section 4(a) shall release any Parties from any of their respective obligations under this Agreement, nor shall any aspect of this Agreement be read to release any Party for any conduct that has not yet occurred.

(b) Effective on the Release Date, each of the Defendants, for and on behalf of himself and herself and his and her respective successors, assigns, heirs, executors, administrators, and personal representatives (collectively, the "Defendant Releasors"), hereby fully and irrevocably releases [REDACTED], and [REDACTED] successors, assigns, heirs, executors, administrators, and personal representatives (collectively, the "[REDACTED] 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, that any of the Defendant Releasors ever had, now has, or can, shall or may have against any of the [REDACTED] Releasees 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, arising out of, relating to or connected with the Lawsuit or the facts and circumstances alleged therein and contemplated thereby

(hereinafter referred to as "Defendant Claims", and together with the [REDACTED] Claims, "Claims"). Nothing in this Section 4(b) shall release any Parties from any of their respective obligations under this Agreement nor shall any aspect of this Agreement be read to release any Party for any conduct that has not yet occurred.

5. Effective on, from and after the Release Date, [REDACTED], for and on behalf of the [REDACTED] Releasors, expressly covenants not to sue or initiate, prosecute, voluntarily participate in or otherwise voluntarily pursue any claim or cause of action against any of the Defendant Releasees arising out of, relating to or connected with any action, matter or thing as to which the release has become effective pursuant to Section 4(a) of this Agreement, and each of the Defendants, for and on behalf of their respective Defendant Releasors, expressly covenants not to sue or initiate, prosecute, voluntarily participate in or otherwise voluntarily pursue any claim or cause of action against any of the [REDACTED] Releasees arising out of, relating to or connected with any action, matter or thing as to which the release has become effective pursuant to Section 4(b) of this Agreement.

6. Upon receipt of the Settlement Amount in the Escrow Agent's escrow account as provided in Section 2 hereof, the Parties agree that the Lawsuit will be promptly dismissed with prejudice as to all parties to the Lawsuit, and without costs and/or attorneys' fees to any Party, and each of the Parties shall cause her legal counsel to promptly execute and deliver to Epstein's counsel a Stipulation of Dismissal, whereupon Epstein shall cause his counsel to reasonably promptly

execute the same and file it with the Court. Each of the Parties further agrees to execute and deliver such further documents and take such further action as any Party may reasonably request to effectuate the purposes of this Agreement.

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 Lawsuit and to avoid further expense with respect to the Lawsuit.

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 or one of the Defendants, and no Party may disclose to or discuss with any third party 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 Lawsuit if such disclosure is required by the Court, 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 Party¹; (c) to such Party's insurers or re-insurers; (d) as required by any law, regulation, or rule

¹ *Including, without limitation, for tax return reporting and compliance purposes.

of a court or government agency; (e) in response to a duly authorized court order; or (f) to the Internal Revenue Service or any governmental agency for tax return reporting and compliance purposes. Before disclosing the Settlement Amount under provisos (b) or (c), 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 Parties of the proposed disclosure or request for information, and shall, at the request of any the other Parties 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 of the Parties acknowledges and agrees that irreparable injury to the other Parties hereto could occur in the event any of the provisions of this Agreement are not performed in accordance with its specific terms or are otherwise breached, and that such injury may not be adequately compensable in monetary damages. It is accordingly agreed that any Party who may be adversely affected by such non-performance or breach, or any threat of such non-performance or breach by another 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 Parties 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 such Party as the principal drafter of this Agreement.

11. Each Party expressly represents and warrants that he or she has full mental and legal capacity and authority to settle and compromise his or her disputes with the other Parties, to grant any and all releases by such Party contemplated under this Agreement, and to enter into and to perform his or her obligations under this Agreement. Each Party expressly represents and warrants that: (a) 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 any portion of the Claims released in this Agreement; and (b) each Party is the lawful owner of such Claims so released by such Party 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 or her 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 among 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 any number of counterparts, each of which shall be deemed an original, but all 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 each Party. Any waiver of any provision hereof must be in writing and signed by the Party to be charged with such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

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 either Party gives the other Party Notice of any change of person to be notified or of a change of address:

(a) For [REDACTED]:

[REDACTED]

(b) For Epstein, [REDACTED] and Groff:

Darren K. Indyke, Esq.
5300 W. Atlantic Avenue, Suite 602
Delray Beach, FL 33484

(c) For Maxwell:

Laura A. Menninger, Esq.
Haddon, Morgan & Foreman, P.C.
150 East 10th Avenue
Denver, CO 80203

18. In the event of any claimed breach of this Agreement, any Party claimed to have been aggrieved shall provide the Party in breach with seven (7) business days written notice and opportunity to cure.

19. If any court proceeding is brought by any Party to enforce the provisions of this Agreement, then each prevailing Party shall be entitled to recover from the non-prevailing Party(ies) 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.

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

21. Each Party irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the Southern District of New York 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 have executed this Agreement as of the date of the day and year first above-written.



JEFFREY EPSTEIN

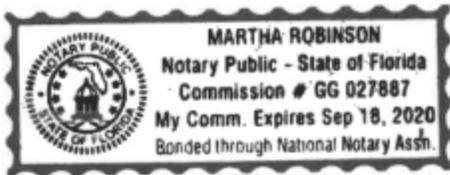
GHISLAINE MAXWELL

[REDACTED]

LESLEY GROFF

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)ss.:
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On the 19th day of December in the year 2018, before me, the undersigned, personally appeared [REDACTED], 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 she executed the same in her individual capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Martha Robinson

Notary Public

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)ss.:
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On the _____ day of December 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

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)ss.:
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On the _____ day of December in the year 2018, before me, the undersigned, personally appeared GHISLAINE MAXWELL, 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 she executed the same in her individual capacity, and that by her 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 December in the year 2018, before me, the undersigned, personally appeared _____, 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 she executed the same in her individual capacity, and that by her 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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On the _____ day of December in the year 2018, before me, the undersigned, personally appeared LESLEY GROFF, 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 she executed the same in her individual capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

WIRE INSTRUCTIONS OF ESCROW AGENT

[SEE ATTACHED]