

ADDENDUM TO TOLLING AGREEMENT

The parties wish to extend the August 12, 2009 Tolling Agreement (Exhibit "A"), which includes the modification by letter dated August 18, 2009 (Exhibit "B") (together, the "Agreement"). This Agreement, set to terminate on October 15, 2009, is hereby modified as follows:

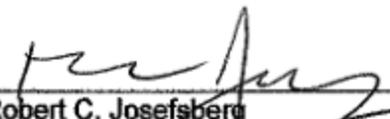
Pursuant to paragraph 4 of the Agreement under Terms, the Agreement is extended until November 15, 2009, at which time the Agreement shall automatically terminate.

Dated: 10-7-09



Robert Critton, Jr.
for: Jeffrey Epstein

Dated: 10-8-09



Robert C. Josefsberg
for: 

TOLLING AGREEMENT

This Tolling Agreement (the "Agreement") is made between Robert D. Critton, Jr. for Jeffrey Epstein (hereinafter "party or parties"), on the one hand, and Robert C. Josephberg, Esq. for [REDACTED]

(hereinafter "party or parties"). The effective date of the Agreement is August 6, 2009

Recitals

- A. One or more parties to the Agreement believe that they may have claims against one or more other parties to the Agreement. No party admits or concedes the existence or validity of any such claims. No party admits liability to any other party by entering into the Agreement. The Agreement neither creates nor waives rights or remedies for or against any party to the Agreement.
- B. The Agreement is intended for the sole benefit of the parties and entities that the Agreement expressly identifies and no others. No person or entity that is not a party to the Agreement shall have the right, standing, or authority of the parties to the Agreement to invoke its terms, benefits or obligations without the express written consent of all parties to the agreement.

Terms

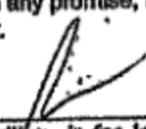
1. Because the parties to the Agreement agree not to commence legal or equitable proceedings against one another, all time limits for commencing such proceedings shall be tolled until October 15, 2009, at which time the Agreement shall automatically terminate.
2. The Agreement shall not revive any claim that is already time-barred on August 6, 2009, the effective date of the Agreement.
3. The Agreement shall be deemed to have been drafted by all parties, and shall not be construed against any party on the theory that fewer than all parties drafted the Agreement.
4. The Agreement may be extended only on or before the day it is due to terminate, by a writing signed by all parties to the Agreement, which establishes a date certain to which the Agreement shall be extended.
5. In any action to enforce the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

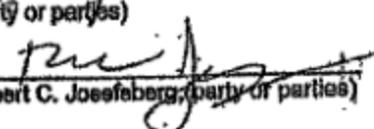


6. The attorneys for the parties to the Agreement are authorized to act for the persons and entities that party represents. Execution of the Agreement binds those represented person and entities to the terms of the Agreement.
7. The Agreement is confidential and shall not be disclosed to any person or entity by any parties to the Agreement, or their counsel, except as necessary to establish whether a claim or defense falls within the Agreement.
8. The Agreement may be signed in counterparts, which, when taken together, shall constitute a fully-executed Agreement.
9. The Agreement is the entire agreement among the parties. In executing the Agreement, no party is relying or acting on any promise, inducement, or agreement not expressed in the Agreement.

Dated: 8-12-07

Dated: 8/7/09


Robert D. Critton, Jr. for Jeffrey Epstein
(party or parties)


Robert C. Josephberg, (party or parties)
for:





**BURMAN, CRITTON, LUTTIER
& COLEMAN LLP**

A LIMITED LIABILITY PARTNERSHIP

J. MICHAEL BURMAN, P.A.¹
GREGORY W. COLEMAN, P.A.
ROBERT D. CRITTON, JR., P.A.¹
BERNARD LEBEDENKER
MARK T. LUTTIER, P.A.
JEFFREY C. PEPIN
MICHAEL J. PIKE
HEATHER McNAMARA RUDA
¹ FLORIDA BOARD CERTIFIED
CIVIL TRIAL LAWYER

ADELQUI J. BENAVENTE
PARALEGAL / INVESTIGATOR

BARBARA M. McKENNA
ASHLEIGH STOKEN-BARINO
BETTY STOKES
PARALEGALS

RYA H. BUDNYK
OF COUNSEL

August 18, 2009

Sent by E-mail Only

Robert Josefsberg, Esq.
Kathy Ezell, Esq.
Podhurst Orseck, P.A.



Re: **Epstein Matter**

Dear Bob and Kathy:

The Tolling Agreement which I sent to you on August 12, 2009 should not have included the name [REDACTED], Jane Doe 101. Jane Doe 101 has already filed her lawsuit, and therefore there is no necessity for a Tolling Agreement. As you know [REDACTED] was omitted specifically for the same reason.

Please confirm that neither Jane Doe 101 nor 102 are part of this Tolling Agreement.

Cordially yours,

Robert D. Critton, Jr.

RDC/clz

We concur that neither Jane Doe 101 nor Jane Doe 102 are a part of the August, 2009 Tolling Agreement.

Robert Josefsberg, Esq.

6/25/09
Date

L · A · W · Y · E · R · S



mail@bciclaw.com

