

Reference is made to Section 6 of that certain Settlement Agreement dated December 14, 2009 (the "Settlement Agreement") by and between [REDACTED] [REDACTED] and Jeffrey Epstein ("Epstein"), a copy of which is attached as Exhibit A hereto. Pursuant to Section 6 of the Settlement Agreement, a total of \$40,000 was placed in escrow by Epstein with Jack Goldberger, Esq. (the "Escrow Agent") to be held and disbursed in accordance with the terms and conditions provided in said Section 6, which include, in relevant, part the following:

... The [Escrow] account shall be maintained for a period of 3 years following the execution of this Agreement. Each party shall be deemed to have earned one-half of any interest earned on said Escrow Account and shall pay any taxes due on their share of the interest. . .

In the event that either party breaches the confidentiality provisions of this Agreement at any time prior to the third anniversary date of the execution of this Agreement, then all of the funds held in said Escrow Account, including any accrued interest, shall be paid to the non-breaching part [sic] as liquidated damages for breach of the confidentiality of this Agreement.

If neither party breaches the confidentiality provisions of this Agreement prior to the third anniversary date of this Agreement, then the entire amount held in said escrow, including any accrued interest, shall be paid to [REDACTED] upon the third anniversary date of this Agreement. . .

[REDACTED] acknowledges that the third anniversary date of the execution of the Settlement Agreement is December 14, 2012 (the "Disbursement Date"), and that the \$40,000 held in escrow with the Escrow Agent pursuant to Section 6 of the Settlement Agreement (the "Escrow Fund") heretofore has not been disbursed. [REDACTED] acknowledges that she shall not be entitled to receive disbursement of the Escrow Fund if [REDACTED] has heretofore breached the confidentiality provisions contained in the Settlement Agreement. [REDACTED] hereby requests that on the Disbursement Date the Escrow Fund, together with all interest accrued thereon, be disbursed from escrow to [REDACTED] or for [REDACTED] benefit in accordance with the disbursement directions hereinafter provided. In order to assure the Escrow Agent and Epstein that [REDACTED] is entitled to the disbursement of the Escrow Fund, and as material inducement to the Escrow Agent to disburse the Escrow Fund, and to Epstein to refrain from making any attempt to legally enjoin such disbursement, in accordance with said directions, [REDACTED] hereby represents and warrants to the Escrow Agent and Epstein that [REDACTED] heretofore has not breached the confidentiality provisions contained in the Settlement Agreement, and without limiting the generality of the foregoing, more specifically, represents and warrants as follows:

1. Commencing on the date that [REDACTED] signed the Settlement Agreement, [REDACTED] has kept the Settlement Agreement and the terms and the amount of the settlement contemplated thereby strictly confidential.

2. [REDACTED] ___ has/___ has not [check one] heretofore disclosed the Settlement Agreement or the terms or amount of the settlement contemplated thereby to a third party. If [REDACTED] has heretofore disclosed the same to any third

party, [REDACTED] further represents and warrants that such disclosure was only made under one of the following exceptions:

(a) [REDACTED] ___ did /___ did not [check one] heretofore disclose the same to a third party because and to the extent that such disclosure was required by law.

(b) [REDACTED] ___ did /___ did not [check one] heretofore disclose the same to a third party because and to the extent such disclosure was necessary in connection with medical treatment, legal, financial, accounting or tax services, or appropriate tax reporting purposes (but only to the extent that such disclosure was necessary).

(c) [REDACTED] ___ did /___ did not [check one] heretofore disclose the same to a third party because such disclosure was in response to a validly issued subpoena from a governmental or regulatory agency.

3. If [REDACTED] did heretofore disclose the same to a third party pursuant to one of the foregoing exceptions, [REDACTED] represents and warrants that each third party to whom such disclosure was made pursuant to one of the foregoing exceptions, was required by [REDACTED], prior to such disclosure, to sign a document in which such third party acknowledged that such third party is aware of the confidentiality provisions contained in the Settlement Agreement, agreed to be bound by the same (including the provisions contained in the Settlement Agreement relating to the enforcement of the confidentiality provisions), and agreed to submit itself to the jurisdiction of the Federal Court in the "pending lawsuit" which was settled by the Settlement Agreement (or if the Federal Court does not retain jurisdiction, then to the jurisdiction of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County). Attached hereto is a list of all the third parties, if any, to whom [REDACTED] has heretofore disclosed the same, and true and correct copies of all such documents, if any, signed by such third parties.

4. [REDACTED] ___ has/___ has not [check one] heretofore provided a copy, in whole or in part, or in any form, of the Settlement Agreement to a third party. If [REDACTED] has heretofore provided a copy, in whole or in part, or in any form, of the Settlement Agreement to a third party, then [REDACTED] represents and warrants that such provision was only made under one of the following exceptions:

(a) [REDACTED] ___ has/___ has not heretofore provided a copy, in whole or in part, or in any form, of the Settlement Agreement to a third party because and to the extent that such provision was required by law or rule.

(b) [REDACTED] ___ has/___ has not heretofore provided a copy, in whole or in part, or in any form, of the Settlement Agreement to a third party because and to the extent that such provision was required in response to a validly issued subpoena from a governmental or regulatory agency.

5. [REDACTED] acknowledges that under the provisions of the Settlement Agreement, [REDACTED] was not permitted to be provided a copy of the Settlement Agreement prior to the Disbursement Date, and [REDACTED] represents and warrants that [REDACTED] did not receive or possess a copy of the same prior to the Disbursement Date.

6. [REDACTED] has not heretofore used or disclosed the Settlement Agreement, or a copy thereof, or the terms thereof, in any court, arbitration or legal proceeding.

7. [REDACTED] has not heretofore been served with a valid subpoena, court order, government agency order or subpoena, or other compulsory legal process, pursuant to which disclosure of the Settlement Agreement, the settlement amount, or other terms thereof was requested, or production of the Settlement Agreement was requested.

8. Commencing with the date of [REDACTED] execution of the Settlement Agreement, [REDACTED] has not made any statement regarding the settlement contemplated by the Settlement Agreement to any person (other than to [REDACTED] legal counsel) except that "This matter has been resolved".

[REDACTED] understands and acknowledges that the Escrow Agent and Epstein are relying on [REDACTED] representations and warranties contained herein, that the Escrow Agent would not disburse the Escrow Fund as requested by [REDACTED] in the absence of such representations and warranties, and that Epstein is refraining from making any attempt to legally enjoin such disbursement based on such representations and warranties.

[REDACTED] hereby requests and authorizes the Escrow Agent, on the Disbursement Date, to disburse the Escrow Fund, together with all accrued interest thereon, for the benefit of [REDACTED] by delivering to [REDACTED] counsel, Richard H. Willits, Esq., [REDACTED] a check in an amount equal to the sum of the Escrow Fund, plus all accrued interest thereon, made payable to the order of [REDACTED] mother, [REDACTED] and that upon delivery of such check to Richard H. Willits, Esq., all of the Escrow Agent's obligations under Section 6 of the Settlement Agreement to disburse the Escrow Fund, and all accrued interest thereon, will have been discharged and satisfied in full.

Dated: December __, 2012.

[REDACTED]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared [REDACTED]
[REDACTED] who is personally known to me or has produced _____,
as identification, and executed the foregoing instrument.

WITNESS my hand and official seal this ____ day December, 2012.

Notary Public
Print Name:
Commission No.:
My Commission Expires: