

POE & BURTON PLLC
THE EXECUTIVE BUILDING
1030 15TH STREET, N.W., SUITE 580 WEST
WASHINGTON, D.C. 20005
www.poeburton.com

Tel: [REDACTED]
Fax: [REDACTED]

December 17, 2014

Via Email

Mr. Jeffrey Epstein
c/o Darren K. Indyke
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022

Privileged & Confidential

Re: Engagement Letter

Dear Jeffrey:

This letter memorializes the terms of your engagement of Poe & Burton PLLC ("Firm"). You have engaged the firm to review documents and other materials that you have provided relating to the conduct of Assistant United States Attorney Marie Villafaña in connection with a federal investigation into alleged conduct involving you, a non-prosecution agreement between you and the United States, and a related resolution in the State of Florida ("Review Project"). The Review Project does not include independent factual investigation by the Firm. If it becomes evident that the Review Project requires work outside the scope of this engagement, and you wish the Firm to pursue such work, we will discuss an appropriate modification of this engagement letter. The Review Project includes materials that I may request from you or your counsel based on my review of materials initially provided to me on December 6, 2014; provided, however, that if any such materials substantially change the scope of the Review Project, we will discuss whether the fee cap identified in this letter should be modified.

1. Legal Services Provided: You are engaging the Firm to represent you in the Review Project. If you have questions, concerns, or criticisms, please feel free to contact me. My number is [REDACTED] and my email address is [REDACTED].

Mr. Jeffrey Epstein
December 17, 2014
Page 2

2. Fees: Our fees for the Review Project will not exceed \$50,000.00. My hourly rate is \$650.00 per hour. If necessary in the Firm's judgment, we may draw on the services of other attorneys and professional staff. The hourly rates for attorneys and other professional staff are based on years of experience, specialization in training and practice, and level of professional attainment. No hourly rate would exceed mine in this matter. The rate for my partner, Preston Burton, is also \$650.00 per hour. Rates for other attorneys in the Firm do not exceed \$450.00 per hour. The Firm adjusts its rates from time to time consistent with professional practice.

3. Costs: It is sometimes necessary for the Firm to incur other charges for items such as travel, lodging, meals, telecommunication expenses (*e.g.*, telephone and fax) and messengers. Similarly, some matters require ancillary services such as photocopying, word processing, computerized legal research, and staff overtime. In order to allocate these charges fairly and keep billable rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on the Firm's statements. Some charges represent out-of-pocket costs, some include an allocation of overhead costs associated with the items, and others include a combination of both factors. It is the Firm's policy to maintain the costs of these items at reasonable levels.

4. Billings: The Firm's invoices generally will be prepared and sent in the first half of the month following the month in which services were rendered and costs advanced. We will send invoices to Mr. Indyke's attention as attachments to emails. We generally expect payment within 30 days of your receipt of an invoice. If you have any questions concerning anything relating to fees, expenses, or bills, please let us know.

5. Termination: You will have the right to terminate the representation at any time. You agree that the Firm will have the same right subject to an obligation to give you reasonable notice to arrange alternative representation. You also agree that the Firm will be relieved of the responsibility of performing any further work should any statement for fees and/or other charges be unpaid unless we have agreed on special arrangements.

6. Acceptance of Engagement: Your acceptance of this engagement letter constitutes your understanding of and consent to the above terms, conditions, and disclosures.

* * * * *

POE & BURTON PLLC

Mr. Jeffrey Epstein
December 17, 2014
Page 2

Please review the terms of this letter carefully. If you approve, please sign and date this letter in the space provided below and return a copy to me. If you have any questions, please do not hesitate to contact me.

Sincerely,

Poe & Burton PLLC

A handwritten signature in black ink, appearing to read "Gregory L. Poe". The signature is stylized with a large, looping initial "G" and a distinct "Poe" at the end.

By: Gregory L. Poe

APPROVED AND AGREED:

By: _____
Jeffrey Epstein

Date: December __, 2014