

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

601 Lexington Avenue
New York, New York 10022

Facsimile:

June 25, 2013

VIA E-MAIL

Mr. Jeffrey Epstein
457 Madison Avenue, 4th Floor
New York, NY 10022

Re: Retention to Provide Legal Services

Dear Mr. Epstein:

We are very pleased that you have asked us to represent you in connection with work connected with the effort in Florida by private litigants to unwind the NPA. (the "New Engagement"). As you know, Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP) (collectively "K&E LLP") and you are parties to a retention letter dated June 6, 2007 (the "Agreement"). This Supplemental Retention Letter sets forth our entire agreement for rendering professional services for the New Engagement, as well as for all other existing or future matters, except where we otherwise agree in writing.

To commence this New Engagement, please wire us \$50,000. This advance payment retainer will be placed into our general cash account and will be refunded to you at the conclusion of this engagement less any unpaid fees, which will be billed to you monthly.

Please wire the retainer to K&E LLP at:

BANK NAME: Citibank
227 W. Monroe Street, Suite 200
Chicago, IL 60606

ABA ROUTE/TRANSIT NUMBER: 271070801

ACCOUNT NAME: KIRKLAND & ELLIS LLP

ACCOUNT NUMBER: [REDACTED]

MESSAGE: Jeffrey Epstein, Client #22168, New Matter

The Agreement is hereby modified such that the New Engagement, as well as all other existing or future matters except where we otherwise agree in writing, shall be accorded the same

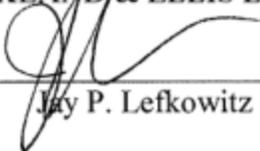
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treatment thereunder as the original Agreement (as defined therein). All other provisions of the Agreement shall continue to apply in full force and effect.

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us.

Sincerely,
KIRKLAND & ELLIS LLP

By: 
Jay P. Lefkowitz

Agreed to and accepted this ____ day of _____, 2013.

JEFFREY EPSTEIN

By: _____