

SETTLEMENT AGREEMENT AND GENERAL RELEASE

████████████████████), individually and Jeffrey Epstein, individually (jointly referred to as "Parties"), enter into this Settlement Agreement and General Release ("Settlement Agreement") in order to resolve the pending litigation between them as follows:

1. **Dismissal.** The Parties agree to immediately dismiss the "pending lawsuit" presently styled ██████. vs. *Jeffrey Epstein and ██████*, Case No. ██████ - *Marra/Johnson* (Southern District of Florida), with prejudice upon payment and clearance of the settlement amount; however, the Court will be asked to retain jurisdiction to enforce the terms of this Settlement Agreement.

2. **General Release.** ██████ and her agent(s), attorney(s), predecessor(s), successor(s), heir(s), administrator(s), and/or assign(s) (hereinafter, "First Parties"), for and in consideration of the sum of \$222,000.00 paid to or on behalf of ██████ and \$224,000 paid to or on behalf of ██████ legal counsel and other valuable consideration, received from or on behalf of Jeffrey Epstein and his agent(s), attorney(s), predecessor(s), successor(s), heir(s), administrator(s), assign(s) and/or employee(s) (hereinafter, "Second Parties"), to be paid within ten days or such longer time and in a such manner as directed by ██████ legal counsel,

HEREBY remise, release, acquit, satisfy, and forever discharge the said Second Parties, ██████, and any other person or entity who could have been included as a potential defendant ("Other Potential Defendants") from all, and all manner of, action and actions, including State or Federal, cause and causes of action (common law or statutory),

suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever in law or in equity for compensatory, punitive or any other damages that said First Parties ever had or now have, or that any personal representative, successor, heir, or assign of said First Parties hereafter can, shall, or may have, against Jeffrey Epstein, [REDACTED] or any Other Potential Defendants for, upon, or by reason of any matter, cause, or thing whatsoever (whether known or unknown), from the beginning of the world to the day of this release.

It is further agreed that this Settlement Agreement represents a final resolution of a disputed claim and is intended to avoid litigation. This Settlement Agreement shall not be construed to be an admission of liability or fault by any party. Additionally, as a material consideration in settling, First Parties and Second Parties agree that the terms of this Settlement Agreement shall not be used by any other person nor be admissible in any proceeding or case against or involving Jeffrey Epstein, either civil or criminal.

First and Second Parties further stipulate and agree that this Settlement Agreement should not in any way be construed as an admission by Jeffrey Epstein that he violated any federal statute that constitutes a predicate for a damage claim under 18 U.S.C. § 2255 or an admission that he violated any other federal or state statute.

3. **Payment.** Payment of the settlement funds will be made in accordance with the direction of [REDACTED] attorneys, but said settlement funds shall not be released to [REDACTED] and her attorneys until this Settlement Agreement and a dismissal with prejudice in the "pending lawsuit" is executed by the parties.

4. **Reciprocal Confidentiality.** The Parties agree that this Settlement

Agreement and the terms and amount of the settlement contemplated hereby shall be kept strictly confidential and shall not be disclosed at any time to any third party, except: (a) to the extent required by law or rule; (b) to the extent necessary in connection with medical treatment, legal, financial, accounting or tax services, or appropriate tax reporting purposes (only if necessary); or (c) in response to a validly issued subpoena from a governmental or regulatory agency. Any third party to whom disclosure of the settlement terms or amount is made pursuant to the previous sentence, must, prior to any such disclosure, sign a document acknowledging that such third party is aware of this confidentiality provision, agrees to be bound by it, (including the provisions contained in this Settlement Agreement relating to the enforcement of this confidentiality provision) and agrees to submit itself to the jurisdiction of the Federal Court in the "pending lawsuit" (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).

The Parties further agree that the Parties shall not provide any copy, in whole or in part, or in any form, of this Settlement Agreement to any third party, except to the extent required by law or rule or in response to a validly issued subpoena from a governmental or regulatory agency as set forth in the paragraph, above. ■■■■■, however, shall not be provided with a copy of this Settlement Agreement prior to the third anniversary date of the execution of this Settlement Agreement. Moreover, neither this Settlement Agreement, nor any copy hereof, nor the terms hereof shall be used or disclosed in any court, arbitration, or other legal proceedings, except to enforce the provisions of this Settlement Agreement. If any of the Parties are served with a valid subpoena, court order, government agency order or subpoena, or other compulsory legal process, pursuant to

which disclosure of this Settlement Agreement, the settlement amount, or other terms hereof is requested, or production of the Settlement Agreement is requested, the Party so served shall give counsel for the other Party notice thereof within five (5) days of such service and, prior to making any such disclosure, shall give counsel to such other Party at least ten (10) days to commence necessary proceedings to obtain a court order preventing, limiting, or otherwise restricting such disclosure.

The only statement that First Parties or Second Parties (which includes their legal counsel) shall make to any person other than their legal counsel regarding this settlement is: "This matter has been resolved."

5. **Enforcement.** This Settlement Agreement shall be governed by the laws of the State of Florida. In the event of litigation arising out of a dispute over the interpretation of this Settlement Agreement, the prevailing party shall be entitled to recover its cost of litigation, including attorneys' fees and other reasonable costs of litigation. Should the federal court in the "pending lawsuit" not retain jurisdiction, the Parties agree that the courts of the 15th Judicial Circuit of Palm Beach County shall have exclusive jurisdiction over the subject matter and shall have personal jurisdiction over the Parties.

6. **ESCROW ACCOUNT.**

An interest bearing Escrow Account shall be established with Jack Goldberger, Esq., within 10 days following the execution of this Agreement. \$20,000 of the amount to be paid [REDACTED] (\$240,000) shall be deposited into said Escrow Account and \$20,000 in additional funds above and beyond that to be paid to [REDACTED] pursuant to the terms of this Agreement shall be deposited into said Escrow Account by Jeffrey Epstein. The 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 said interest. (Jack Goldberger shall retain the right to represent Jeffrey Epstein and his serving as Escrow Agent shall not adversely effect that right.)

In the event 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 as liquidated damages for breach of the confidentiality provisions 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 █████ upon the third anniversary date of this Agreement.

In the event there is a dispute between the parties, as to whether or not either party breached the terms of the confidentiality provisions of this Agreement prior to the third anniversary date of this Agreement, then the dispute shall be resolved in binding Arbitration. The Arbitrator shall be Mark Buckstein, or such other person as the parties agree upon. The Arbitrator shall determine whether or not there has been a breach of the confidentiality provisions of this Agreement and if so, by whom. Each party shall pay their own attorney's fees, costs and suit money incurred in any Arbitration proceeding, notwithstanding any other provision of this Settlement Agreement to the contrary.

In the event there is a breach by either party of the confidentiality provisions of this Settlement Agreement after the third anniversary date of the execution of this

Settlement Agreement, the non-breaching party may seek any appropriate remedy available to them with the Federal Court in the "pending lawsuit" if that Court reserves jurisdiction over this matter or, if not, in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County. Equitable provisions are not relinquished by virtue of this provision; nor does either party relinquish the right to pursue any other legal or equitable damages to which he or she may be entitled as a result of the other party's breach, including but not limited to prevailing party attorney's fees and costs.

7. **Miscellaneous.**

- a. The Parties further confirm and acknowledge that this Settlement Agreement is being entered into without any duress or undue influence, and that they have had a full and complete opportunity to discuss the terms of the Settlement Agreement with their own attorneys.
- b. [REDACTED] agrees that it is her obligation to pay any outstanding bills relating to this matter from all healthcare providers, satisfy any healthcare provider obligations arising out of the injuries underlying her claim, and hold Second Parties harmless from same.
- c. This Settlement Agreement was negotiated and entered into by the Parties with the advice and assistance of respective counsel.
- d. This Settlement Agreement may be executed by the Parties in counterparts on separate signature pages.
- e. The Parties and their counsel will cooperate to execute the necessary paperwork and court filings to carry out the terms of this Settlement Agreement.

It is so agreed.

Date _____

Date Jeffrey Epstein

STATE OF FLORIDA)
COUNTY OF _____)

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

WITNESS my hand and official seal this _____ day of _____, 2009.

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

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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

WITNESS my hand and official seal this _____ day of _____, 2009.

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

For Any Notice Provision:

1. For [REDACTED]

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2. For Jeffrey Epstein

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