

**AMENDMENT TO
SETTLEMENT AGREEMENT**

This AMENDMENT TO SETTLEMENT AGREEMENT (“Amendment”) is entered into effective as of [DATE] (the “Amendment Effective Date”), by and between “Jane Doe No. 102” (defined below) and Jeffrey Epstein (“Epstein”).

WITNESSETH:

WHEREAS, “Jane Doe No. 102” is the plaintiff who filed the lawsuit in the United States District Court for the Southern District of Florida styled *Jane Doe No. 102 v. Jeffrey Epstein*, Case No. 9:09-cv-80656 (the “Lawsuit”);

WHEREAS, Jane Doe No. 102 and Epstein settled the Lawsuit and memorialized the terms of their settlement in that certain [Settlement Agreement dated as of [DATE]] (the “Settlement Agreement”);

WHEREAS, [Section __] of the Settlement Agreement provides [that the Settlement Agreement may be amended by written instrument signed by each of Jane Doe No. 102 and Epstein]^[1]; and

WHEREAS, Jane Doe No. 102 and Epstein desire to amend the Settlement Agreement as provided herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jane Doe No. 102 and Epstein hereby amend the Settlement Agreement, effective as of the Amendment Effective Date, as follows:

1. [Section __]^[2] of the Settlement Agreement is hereby amended by adding the following text at the end of said section:

Notwithstanding any provision herein to the contrary, a copy of this Agreement,^[3] together with any amendment(s) hereto, may be disclosed to a non-party to this Agreement (a “Recipient”) but only if each of the following conditions is met:

- (1) Each of the parties has consented in writing to the disclosure of this Agreement to the Recipient,

¹ [Note to Draft: This should track language of settlement agreement and confirm all requirements for an amendment have been met.]

² [Note to Draft: This should refer to the confidentiality provisions of the Settlement Agreement.]

³ [Note to Draft: The inserted text must use the same defined terms used in the original Settlement Agreement.]

which consent shall be at the absolute discretion of each party and may be withheld for any reason whatsoever, no matter how unreasonable.

- (2) The copy of this Agreement provided to a Recipient shall be redacted so as to delete the monetary amounts paid in the settlement; and
- (3) The Recipient agrees in writing to be bound by the confidentiality provisions of this Agreement as though he or she were a party hereto; *provided, however,* that in the event Recipient receives a subpoena requesting this Agreement, Recipient shall give immediate notice of such request to legal counsel for Jane Doe No. 102 and Epstein and shall seek a protective order maintaining the confidentiality of the Agreement which Jane Doe No. 102 and Epstein each agree to support.

The request for a copy of the Agreement, the consent of the parties to the request and the agreement of Recipient to be bound by the confidentiality provisions of this Agreement shall all be subject to the confidentiality provisions of this Agreement.

2. Except as expressly provided herein, the terms of the Settlement Agreement shall remain in full force and effect without change, and nothing in this Amendment shall affect the validity of, or constitute a breach of, the Settlement Agreement.

3. This Amendment may be executed by Jane Doe No. 102 in the same manner Jane Doe No. 102 executed the Settlement Agreement.

IN WITNESS WHEREOF, Jane Doe No. 102 and Epstein have executed this Amendment to Settlement Agreement as of the Amendment Effective Date.

JANE DOE NO. 102

JEFFREY EPSTEIN

**REQUEST FOR COPY OF SETTLEMENT AGREEMENT
AND AGREEMENT TO BE BOUND
TO CONFIDENTIALITY PROVISIONS**

John W. Zeiger, Esq. ("Recipient") requests a copy of that certain Settlement Agreement between Jane Doe No. 102 and Jeffrey Epstein dated as of [DATE] (the "Settlement Agreement") and all amendments thereto including the Amendment to Settlement Agreement dated as of [DATE] (the "Amendment"). If the Settlement Agreement is provided in response to this request, Recipient agrees to be bound by the confidentiality provisions of the Settlement Agreement as amended.

Recipient: JOHN W. ZEIGER, ESQ.

Date: _____

CONSENT TO REQUEST:

JANE DOE NO. 102

Date: _____

JEFFREY EPSTEIN

Date: _____