

2. General Release. [REDACTED] 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 [REDACTED] *Dollars* <sup>00</sup>/<sub>100</sub> (\$ [REDACTED]) 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"), the receipt whereof is hereby acknowledged,

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 of [REDACTED], 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 or punitive 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, or 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. Attorneys' fees and costs are specifically included within this settlement.

It is further agreed that this Settlement Agreement represents a final resolution of a disputed claim and is intended to avoid further 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 and Settlement Agreement are not intended to 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. Counsel for [REDACTED] have received, as part of discovery in this lawsuit, certain correspondence between Epstein's agents and federal prosecutors. [REDACTED] may desire to use this correspondence to prove a violation of her right to notice by the government and to be treated with fairness, dignity, and respect during criminal investigations and prosecutions under the Crime Victims' Rights Act (CVRA), 18 U.S.C. section 3771, and to seek remedies for any violation that she may prove. The parties agree that Epstein will receive at least seven days advance notice, in writing, of intent to so use the correspondence in any CVRA case. The correspondence may also be relevant to a pending lawsuit that Epstein has filed against Rothstein, Rosenfeld, Adler and others currently pending before Judge Crow. The parties agree that Epstein will receive at least one week advance notice, in writing, of intent to so use the correspondence in this case. Epstein's counsel may file an objection to such use. Counsel for [REDACTED] agree to either not file the documents and correspondence or to file them under seal until a judge has ruled on any objection that Epstein may file.