

## COHABITATION AGREEMENT

This Cohabitation Agreement (hereinafter "the Agreement"), entered into between MEL GIBSON (hereinafter "Mel") and OKSANA GRIGORIEVA (hereinafter "Oksana") is made with reference to the following facts:

### AGREED FACTS


A. Mel is a resident in the State of California and is currently a party to a marital dissolution proceeding with his wife, Robyn Gibson. Mel has six adult children and one minor child with Robyn Gibson. Mel has one minor child with Oksana, born October 30, 2009.

B. Oksana is a resident in the State of California and has been married once. That marriage was dissolved on 10 or about 1994. Oksana has one minor child from a previous relationship and one minor child with Mel, born October 30, 2009.

C. The parties have spent considerable time together and enjoy a personal relationship. In the future, Mel and Oksana may occupy the same residence, and may engage in conduct that may be interpreted as cohabitation. This Agreement does not purport to address and in no way affects any child support or child custody rights and obligations for any children of their relationship. The parties acknowledge that all issues involving child custody and support shall be governed by the law of the State of California.

D. The parties desire by this Agreement to avoid any disputes or controversies regarding the legal aspects of their relationship. Both parties contemplate that they may continue to spend substantial time together and enjoy their personal relationship, until such

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time as either party decides to terminate their relationship.

E. The parties do not intend that any of the provisions of the California Family Code or comparable statutes in any other jurisdiction will be applicable to any of their legal rights. As between the parties, their rights of support and property ownership, including interests in real or personal property that may be acquired by either of them, whether individually or jointly, and the right to share in any earnings or accumulations of the other party, shall be governed exclusively by this Agreement.

F. The parties do not intend by this Agreement or by their cohabitation arrangement to create any form of marriage recognized by California or any other state.

G. The parties understand, acknowledge, agree and confirm that they have no right to the property of the other, and will acquire no such right, title, or interest in the property of the other as a result of their relationship and cohabitation.

H. The parties acknowledge that Oksana has previously entered into a Production Agreement as a musical recording artist with Mel's company, Icon Distribution, Inc. The parties acknowledge and affirm that this Production Agreement is valid and that the terms of this Cohabitation Agreement shall not affect the terms of the Production Agreement. The parties further acknowledge that Oksana has previously entered into an agreement with Icon Distribution, Inc. regarding compensation paid to her for the Image Agreement between Getty Images (U.S.), Inc. and Icon Distribution, Inc. dated May 26, 2009. The parties acknowledge and affirm that this agreement and the Image Agreement are both valid and that the terms of this Cohabitation Agreement shall not affect the terms of those agreements. The parties further acknowledge and affirm that other than the agreements described herein, the parties have no agreement to jointly create, commercial-

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ize, produce, or otherwise promote for profit any intellectual property. If either assists the other with his or her career, outside of the scope of the agreements described herein, he or she shall have no interest in any of the property, profits, distributions, or assets created from such efforts.

I. The parties understand, acknowledge, agree and confirm that all property owned by either of them prior to the date of this Agreement and all property that either of them acquires after the date of this Agreement shall be and remain their respective separate property.

J. Neither party has promised the other to assist in funding any support for each other or the other party's children from other relationships.

K. The parties intend that this Agreement shall remain binding and in full force and effect regardless of any future change in their residence, domicile, or relationship, and that it shall only be terminated as provided in this Agreement.

L. Oksana represents and confirms that Mel has not asked her to reduce or give up career opportunities and that he has encouraged her to pursue her career.

M. The parties acknowledge that each of them has carefully read the entire agreement set forth in this document, that this agreement has been fully explained to them by their respective counsel and that they understand the contents and legal effect of this Agreement.

N. The parties further acknowledge that they enter into this Agreement voluntarily, free from duress, fraud, or undue influence of any kind.

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O. In contemplation of their continued relationship and for good and valuable consideration, including, without limitation, the mutual promises contained in this Agreement, the parties define by this Agreement the respective rights of each party in the property, income, expenses, and liabilities that each party may now have or may acquire in the future.

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**WHEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Date:** The date of this Agreement shall be December 8 2009.

2. **Definitions:**

A. "Cohabitation," as used herein, shall mean enjoying a personal relationship wherein the parties live together. Cohabitation does not mean that the parties must live together in the same household at all times.

B. "Living expenses," as used herein, shall include but not be limited to: mortgage, taxes, rent, insurance, maintenance, upkeep, electricity, gas, water, telephone and cell phone, food, clothing, non-elective medical and dental expenses, medical and auto insurance, and entertainment and travel.

C. "Legal proceeding," as used herein, shall mean any proceeding which may be filed in the future by one party against the other in a court of competent jurisdiction.

3. **Disclosures:** Oksana acknowledges that Mel's net worth is in excess of \$150 million and that his annual gross income has averaged in excess of \$5 million during the past three years. She further acknowledges that these figures involve estimates and not exact amounts. Oksana expressly represents that she can make an informed decision regarding the subject matter and terms of this Agreement without any additional disclosures regarding Mel's net worth and income, and she hereby waives any further disclosures from Mel with regard to this Agreement. Mel confirms that he can make an informed decision about the subject matter of the Agreement without any estimates or disclosures regarding Oksana's financial circumstances.

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4. **Waiver of Disclosures:** By signing this Agreement each party waives any right to disclosure of the other's financial circumstances and condition except in the event that either party files any legal proceeding regarding the custody and support of the parties' child together. Neither party shall attempt to have this Agreement, or any portion hereof, set aside or determined to be null, void, unconscionable or otherwise invalid based upon incomplete disclosure or failure to disclose financial assets, liabilities and incomes. Mel and Oksana acknowledge that each is willing to enter into this Agreement regardless of the nature and extent of the present and future assets, liabilities and income of the other and each of them waives all rights to disclosure of the property and financial obligations of the other party beyond the disclosures provided in this Agreement except in the event that either party files any legal proceeding regarding the custody and support of the parties' child together.

5. **No Interest In the Other Party's Assets and Income, No Liability For the Other Party's Obligations:** The parties acknowledge that they have no right, title or interest in any of the property or income of the other at present and agree that as a consequence of their cohabitation and non-marital, personal relationship neither of them will ever acquire any right, title or interest in any property or income of the other in the future. Without waiving the attorney-client privilege, the parties acknowledge that they have discussed the case of Marvin v. Marvin (1976) 18 Cal.3d 660, 134 Cal.Rptr. 815 (a copy of which case is attached hereto as Exhibit "A"), with their respective counsel and acknowledge and agree that neither of them has acquired any right, title or interest in the property or income of the other, or any right to support, by virtue of any legal principle or theory or at all. Specifically:

A. Oksana understands and agrees that she has no interest and will gain no interest in any real property or personal property presently owned or hereafter acquired

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by Mel or the rents, issues, profits, increases or appreciation thereof, as a consequence of the parties' cohabitation arrangement or as a consequence of their non-marital, personal relationship.

B. Mel understands and agrees that he has no interest and will gain no interest in any real property or personal property presently owned or hereafter acquired by Oksana, or the rents, issues, profits, increases or appreciation thereof, or as a consequence the parties' non-marital personal relationship.

C. Each party's earnings resulting from personal services shall be and remain the sole and separate property of the party performing the services. Any asset(s) acquired by either party with her or his earnings resulting from personal services shall be and remain the sole and separate property of the party whose earnings were used for such acquisition. Any asset(s) acquired by either party through the use of her or his credit, in whole or in part, shall be and remain the sole and separate property of the party whose credit was used for such acquisition. Neither party shall have the right to manage or control the property of the other.

D. Both parties understand and agree that Oksana is not and shall never be liable for any debt or obligation presently owed or later incurred by Mel, as a consequence of their cohabitation arrangement or for any reason. Mel shall assume and pay and hold Oksana harmless from all such debts and obligations.

E. Both parties also understand and agree that Mel is not and shall never be liable for any debt or obligation presently owed or later incurred by Oksana, as a consequence of their cohabitation arrangement or for any reason. Oksana shall assume and pay and hold Mel harmless from all such debts and obligations.

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6. **Agreement and Statement of Intentions Regarding Relationship:** In entering into this Agreement, Mel and Oksana mutually declare that their intention, understanding, and expectations at all times have been and shall remain as follows:

A. Sole Purpose: The sole purpose of the parties in cohabiting will be to enjoy each other's companionship for as long as both desire, and the parties have no expectation or understanding that either party will receive any financial rights due to their cohabitation and/or non-marital relationship except as expressly provided for in this Agreement.

B. No Pooling: The parties have no intention or expectation of entering into any partnership, joint venture, or other common economic enterprise with each other, or of pooling their assets or earnings in any manner. The parties have no intention or expectation of acquiring any property in joint tenancy, tenancy in common, partnership, or other form of co-tenancy or common ownership.

C. No Compensation: Services Freely Given: Neither party expects or agrees to pay or be paid for any services that either may perform for the other. Unless otherwise expressly provided in a written instrument signed by both parties, any services given or rendered shall be freely and voluntarily given and performed as a gift to the other without expectation or promise of compensation or reward.

D. No Implied Agreements: The conduct by either party in the past, present, or future shall not mean or imply any agreement, promise, or understanding between the parties except as expressly set forth in this Agreement or in a subsequent written instrument signed by both parties and acknowledged by them.

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7. **Living Expenses:**

A. Mel shall pay all of his financial obligations (including spousal support) and living expenses as defined herein, including but not limited to any and all expenses associated with his primary residence and his other residential / vacation properties and all of his and his children's expenses, without any claim or right of reimbursement from Oksana. In the event Oksana voluntarily pays any expenses on Mel's behalf or on behalf of his children, Oksana's payment of such expenses shall be deemed a gift and Oksana shall have no right of reimbursement for any such payments.

B. Except as set forth in Section 7.C. below, Oksana shall pay all of her living expenses as defined herein, including but not limited to any and all expenses associated with her primary residence, without any claim or right of reimbursement from Mel. In the event Mel voluntarily pays any additional expenses on Oksana's behalf or on behalf of her children, Mel's payment of such expenses shall be deemed a gift and Mel shall have no right of reimbursement for any such payments.

C. The parties acknowledge that Oksana currently resides in a property located at 3829 Bobstone in Sherman Oaks, California, which is owned by Southland Trust. Oksana shall have no obligation to pay rent during her occupancy of the property. The parties acknowledge and agree that Oksana's occupancy of the property is at will and shall be subject to termination on twelve (12) months written notice by either party, which period may be increased or decreased by mutual written agreement of the parties. During the time of Oksana's occupancy of the property, Mel shall pay the utility expenses on the property.

8. **Support:** Except for child support for the parties' minor child together which may be ordered in the future, neither party has or shall gain any right to temporary or

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permanent support from the other, whether before, during, on or after the date of this Agreement, or upon the parties' separation, pursuant to Marvin v. Marvin (1976) 18 Cal.3d 660, 134 Cal.Rptr. 815 or any other authority.

9. **Domestic Services:** Each of the parties understands and agrees that during their living arrangement neither party has been, nor shall be, obligated to perform domestic, household, or other services for the other party. The actual performance of such services shall impose no express or implied obligation on the other party nor give the party performing such services any right or claim in the property or earnings of the other party.

10. **Title Prevails:**

A. Any asset(s) acquired by either party in her or his name alone shall be and remain the sole and separate property of the party in whose name the asset(s) were or will be acquired.

B. Any motor vehicles, trailers, boats or other items of personal property subject to California Department of Motor Vehicles registration and certificates of ownership shall be the sole and separate property of the person whose name is shown as registered owner on the certificate of ownership.

C. The parties acknowledge that Mel has previously purchased a Dodge Charger automobile for Oksana and said automobile is registered in Oksana's sole name. Said automobile shall be characterized as Oksana's separate property and Mel waives any and all interest in and/or right to reimbursement thereon.

11. **Jointly Held Property:** Any real or personal property hereafter acquired jointly by the parties shall be owned by each as the interest is shown on the deed or document of title or partnership agreement or shareholder agreement. Unless otherwise specified on such title documents, title to such jointly-acquired interests shall be deemed

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to be a tenancy in common with each party holding an undivided one-half interest therein.

12. **Commingling:** Commingling or otherwise failing to segregate the separate property or separate income of either party shall not constitute a change of character of that property; nor shall it constitute a transmutation, unless the parties expressly agree in writing. The writing must be signed by both parties and witnessed or notarized. The parties agree that if they use expressions such as "our house," "our bank account," or "our property," when referring to property that is, by the terms of this Agreement, separate property, such reference(s) shall not change the character of the property in any way. The parties further agree that even if they commingle property, make statements, or take actions which are or appear to be inconsistent with the terms of this Agreement, the Agreement shall not be altered, amended, or modified in any way, except in the manner provided in this Agreement.

13. **No Inheritance Rights:** Neither party has or shall have any right to succeed to or inherit from the estate of the other after the death of the other except by a valid will drawn by the respective party after the date of this Agreement. Naming the other party as beneficiary in a will executed after the date of this Agreement shall not imply or include any agreement that such right may only arise by joint, or joint and mutual, or mutual wills. Both parties are aware that one of them might execute a will for the benefit of the other party and the other party might not reciprocate.

14. **Gifts and Transfers:**

The parties agree that nothing contained in this Agreement shall be construed as a bar to either party gifting, transferring, conveying, devising or bequeathing any property to the other. In the case of real property, any such conveyance shall be made by either: (1) an executed, acknowledged, and delivered deed; or (2) a document signed

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by both parties and witnessed or notarized, which recites on its face that the property is conveyed as the other party's separate property or other form of ownership. In the case of personal property which has no form of record ownership, such a transfer of personal property (excluding clothing and Jewelry) having a value in excess of \$12,000 shall be made by a signed writing by both parties which recites on its face the property is transferred to the other party as his or her separate property and is a gift without any right of reimbursement. However, the parties specifically agree that no promises of any kind have been made by either of them about any future gift, bequest, devise, conveyance, transfer or obligation from one to the other.

**15. Separation:**

A. The parties may separate at any time by mutual understanding or by the election of either party acting alone. The parties shall be deemed separated when either gives written notice to the other advising that he or she has elected to separate. If the parties are residing together at the time of separation, the party that does not own the residence shall vacate the premises within twelve (12) months or as otherwise agreed to in writing after either party gives the other written notice of intent to separate or terminate their cohabitation.

B. Upon the parties' separation, the parties may agree to continue their ownership of any jointly-held real or personal property, or may elect to have the property partitioned. The property to be partitioned shall be divided in kind where feasible. In the event the property cannot so be divided in kind, it shall be divided by mutually agreeing on assignment of assets of equal or nearly equal value to each party, with an agreed on cash payment as necessary to equalize the division. If the parties cannot so mutually agree, the property shall be sold and the proceeds divided equally after deduction for all costs of sale. In any such division, any resulting tax consequences shall not be taken into account.

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16. **Reconciliation:** After the parties separate, the parties may reconcile and resume their previous relationship if both parties give notice in writing of their intent to reconcile and resume their previous relationship. The terms of this Agreement shall be binding on both parties in the future, regardless of whether they are in a relationship together, separate, or reconcile after separating.

17. **Vacating Premises upon Death of the Other Party:** If Mel predeceases Oksana, she shall vacate any premises owned by Mel and remove her personal property therefrom within twelve (12) months after Mel's death. If Oksana predeceases Mel, he shall vacate any premises owned by Oksana and remove his personal property therefrom within twelve (12) months after Oksana's death.

18. **Pendente Lite Relief:** In the event the parties separate, or if this Agreement is terminated, both parties waive any right to recover pendente lite attorneys' fees, court costs, or support in any action to enforce this Agreement.

19. **Prevailing Party:** In the event of litigation to enforce the rights under this Agreement or with respect to its interpretation, the prevailing party shall be entitled to recover reasonable attorneys' fees and all costs of suit.

20. **Consideration:** The consideration for this Agreement is the mutual promises of the parties contained herein. The furnishing of sexual services forms no part of the consideration for this Agreement.

21. **Parties and Persons Bound:** This Agreement shall bind the parties to the Agreement, and their respective heirs, executors, administrators, assigns and any other

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successors-in-interest.

22. **Voluntary Arms' Length Negotiations:** The parties acknowledge and agree that this Agreement is voluntarily entered into by and between them and that as of the date of its execution there is no confidential or fiduciary relationship existing between them as defined under the laws of the State of California. The parties further acknowledge that they have had explained to each of them respectively, by their respective attorneys, the meaning of the terms "confidential relationship" and "fiduciary relationship." The parties specifically acknowledge that neither has ever offered business advice to the other, nor has either become dependent upon the other or relied on the other for advice, and that their relationship as of the date of the execution of this Agreement is a purely personal relationship of two individuals.

23. **Execution Formalities:** The parties specifically agree that forthwith upon their execution of this Agreement, their respective signatures shall be acknowledged by a Notary Public in their presence. The execution of this Agreement may be videotaped and recorded.

24. **Date of Execution:** The parties acknowledge and agree that the date which is set forth on the first page of this Agreement is the actual date on which they and each of them are signing this Agreement.

25. **Applicable Law:** This Agreement is executed in the State of California and shall be subject to and interpreted under the laws of the State of California.

26. **Entire Agreement:** This Agreement contains the entire understanding and agreement of the parties, and there have been no promises, representations, warranties,

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or undertakings by either party to the other, oral or written, of any character or nature whatsoever, except as set forth herein.


27. **Captions:** The captions of the various paragraphs in this Agreement are for convenience only, and none of them are intended to be any part of the text of this Agreement. The captions shall not be referred to in construing any of the provisions in this Agreement.

28. **Modification, Revocation:** This Agreement may be altered, amended, modified, or revoked only by an instrument in writing expressly referring to this Agreement, executed, signed and acknowledged by the parties hereto and witnessed or notarized. Both parties waive the right to claim, contend, or assert in the future that this Agreement was modified, cancelled, superseded, or changed by way of an oral agreement, implied agreement, course of conduct, estoppel, or waiver.

29. **Invalidity; Severability:** This Agreement has been jointly prepared and negotiated by counsel for each of the parties and shall not be construed against either party. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

30. **Independent Legal Counsel:** The parties acknowledge they have consulted independent legal counsel during the negotiation and final drafting of this Agreement; that they have read the Agreement in its entirety; and that they rely solely on the meaning, construction, and legal effect of this Agreement as explained to each of them by their respective legal counsel and are understood. Mel has been represented by Lance S. Spiegel, Esq. of the law firm Kaufman, Young, Spiegel, Robinson & Kenerson, LLP.

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Oksana has been represented by Jeffery S. Jacobson of the Law Offices of Jeffery S. Jacobson.

31. **Opportunity to Negotiate:** The parties to this Agreement each had the opportunity to negotiate the terms and provisions of this Agreement. The parties to this Agreement each had substantially equal bargaining power in negotiating its terms and in meaningfully choosing to enter into the Agreement.

32. **Terms Not Standardized:** This Agreement and its terms are not standardized, nor are the terms of this Agreement imposed on the other by a party with superior bargaining power. The terms of this Agreement are within the reasonable expectations of the parties with respect to the subject matter of this Agreement; this Agreement and its terms are not one-sided, harsh, oppressive, surprising, or unfair to either party with respect to the subject matter of the Agreement.

33. **Opportunity to Investigate:** The parties acknowledge that they have had the opportunity to investigate the facts and circumstances on which this Agreement is based. The parties acknowledge that they have consulted with counsel of their own choosing and discussed the concepts of fraud, undue influence, coercion, and duress with their respective counsel. The parties acknowledge that this Agreement is not the result of any fraud, undue influence, coercion, or duress, and that they are entering into this Agreement freely and voluntarily to confirm the absence of any rights of either of them in the property or income of the other except as set forth herein.

34. **Confidentiality:**

A. The parties agree that this Agreement is a confidential agreement, and that the disclosures made with this Agreement are being made in confidence and solely

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for the purposes of allowing the parties to enter into a binding agreement concerning their cohabitation. The parties agree that they shall regard and preserve, as confidential, all terms of this Agreement and the financial disclosures made to each other in this Agreement. The parties acknowledge that failure to do so shall constitute a breach of the terms of this Agreement and may constitute a breach of trust in confidence, a breach of fiduciary duty, invasion of privacy, and misappropriation of exclusive property rights.

B. Each party further acknowledges that maintaining complete privacy and avoiding the disclosure of confidential material is critically important to each of them and that they would not be participating in the negotiations incident to a Cohabitation Agreement and would not be given access to any confidential material if each were not willing to protect and preserve that privacy and confidentiality. Each party's full and strict compliance with this Agreement is a fundamental inducement upon which the other is specifically relying in beginning and continuing throughout these discussions and negotiations.

C. The parties, counsel for the parties and persons to whom material may be given or disclosed in accordance with this Agreement shall not ever (unless required by: (1) Court order; (2) a valid subpoena to which no objection is imposed; or (3) a valid subpoena for which an objection to the production of document(s) is imposed but the production of the document(s) is compelled by the Court), orally or in writing, disclose, disseminate, distribute, broadcast or publish the materials, or any information contained herein, for any purpose except for purposes pertaining to the preparation and enforcement of this Agreement.

D. The parties agree that the enforcement of this promise of confidentiality shall survive the termination of their relationship or this Agreement, and that each party

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agrees to the specific enforcement of non-disclosure of the terms of this Agreement in a court of competent jurisdiction.

E. This Agreement shall be for the benefit of and enforceable by the parties. Each party acknowledges that a breach of any provision of this Agreement will cause irreparable harm, for which there is no adequate remedy at law, and that, in addition to all other rights and remedies the injured party may have: (1) he/she shall be entitled to injunctive and other equitable relief (with or without notice) to prevent a breach or continued breach of this Agreement; (2) this Agreement shall be specifically enforceable in accordance with its terms; and (3) in the event of any unauthorized publication of confidential material, the injured party shall automatically own the copyright of such publication. In addition to the foregoing, without prejudice to any other rights or remedies, legal or equitable, the injured party may have as a result of the violation of the terms hereof, any payment or other consideration or benefits payable to or received for causing, participating or cooperating in, aiding or abetting publication, broadcast or other disclosure or repetition of confidential material shall be the property of the injured party and, if received, shall be turned over to that party or held in trust for that party.

35. **Notice:** Unless otherwise provided herein, any notice or other communication required or permitted to be given shall be in writing and may be personally served or sent by United States mail or courier service and shall be deemed to have been given when delivered in person or four (4) business days after depositing it in the United States mail, registered or certified, with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as follows:

If to Mel:

Mel Gibson  
c/o Vicki Christianson




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If to Oksana: Oksana Grigorieva

Executed this 15 day of DECEMBER, 2009.

  
\_\_\_\_\_  
MEL GIBSON

Executed this 9 day of December, 2009.

  
\_\_\_\_\_  
OKSANA GRIGORIEVA

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State of California )  
County of LOS ANGELES )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On DECEMBER 15, 2009 before me, GAYANE MURADYAN, NOTARY PUBLIC,  
(here insert name and title of the officer)

personally appeared MEL C. GIBSON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

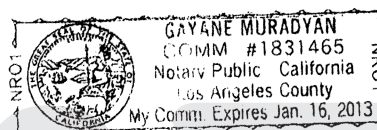
I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gayane Muradyan

(Seal)



### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of COHABITATION  
AGREEMENT

containing 22 pages, and dated DECEMBER 8, 2009.

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

- ☐ Guardian/Conservator  
☐ Partner Limited/General  
☐ Trustee(s)  
☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # <u>5</u> Entry # <u>8</u>	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input checked="" type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	



STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On \_\_\_\_\_, 2009 before me, \_\_\_\_\_, Notary Public, personally appeared MEL GIBSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

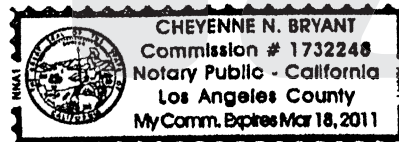
\_\_\_\_\_  
(Signature of Notary)

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On December 8, 2009, before me, Cheyenne N Bryant, Notary Public, personally appeared OKSANA GRIGORIEVA, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
(Signature of Notary)



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### ATTORNEY CERTIFICATION

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California, that he has been employed and compensated by Mel Gibson, one of the parties to the foregoing Agreement; that he has advised and consulted with Mel Gibson in connection with his rights and has fully explained to him the legal effect of the foregoing Agreement and the effect which it has upon his rights otherwise resulting as a matter of law; that Mel Gibson, after being fully advised by the undersigned, acknowledged to the undersigned that he understood my explanation regarding the potential legal effect of the foregoing Agreement.

DATED: 12-8-09

KAUFMAN, YOUNG, SPIEGEL, ROBINSON &  
KENERSON, LLP

By:

  
LANCE S. SPIEGEL  
Attorney for Mel Gibson

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### ATTORNEY CERTIFICATION

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California, that he has been employed and compensated by Oksana Grigorieva one of the parties to the foregoing Agreement; that he has advised and consulted with Oksana Grigorieva in connection with her rights and has fully explained to her the legal effect of the foregoing Agreement and the effect which it has upon her rights otherwise resulting as a matter of law; that Oksana Grigorieva, after being fully advised by the undersigned, acknowledged to the undersigned that she understood my explanation regarding the potential legal effect of the foregoing Agreement.

DATED: 12/8/09

By: Jeffery S. Jacobson  
JEFFERY S. JACOBSON  
Attorney for Oksana Grigorieva

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