

## PLEA AND COOPERATION AGREEMENT

1. This is the plea and cooperation agreement between the District Attorney of the County of New York ("the District Attorney") and Robert Stuart. This memorandum of agreement constitutes the entire agreement between Robert Stuart and the District Attorney. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document. No modification, deletion, or addition to this agreement will be valid or binding on either party unless put into writing and signed by both parties.

2. Robert Stuart agrees to waive indictment and the parties will appear before the Court where the Superior Court Information is to be calendared and request that the Court approve this Agreement. This Agreement will become effective only upon the Court's approval. Upon the Court's approval, Robert Stuart will plead guilty as set forth in paragraph 3 below. At the time of the plea, Robert Stuart will withdraw all pending motions, and will waive all defenses and all rights of appeal.

3. On a mutually agreed upon date between now and March 15, 2011, Robert Stuart will plead guilty under a Superior Court Information to: Money Laundering in the Second Degree in violation of Penal Law §470.15, a class C felony and Money Laundering in the Fourth Degree in violation of Penal Law §470.05, a class E felony.

cont

c. Robert Stuart shall actively participate in ongoing investigations by the District Attorney. Active participation shall be as the District Attorney directs and only as the District Attorney directs. Active participation may include, but is not limited to, engaging in transactions, attending meetings, aiding in the design of software used to obtain records, usernames, passwords, and other information stored on websites using ASI, making telephone calls, and recording, or consenting to the recording of, transactions, meetings, and telephone calls.

d. Upon request by the District Attorney at any time, Robert Stuart shall provide accurate and complete written disclosure of his financial condition, including disclosure of all assets, liabilities, sources of income, and expenses. The District Attorney may direct that such disclosure be sworn to and made on a form provided by the District Attorney. Robert Stuart's obligation shall include but not be limited to: (a) the disclosure of any and all interests, direct or indirect, in any and all real or personal property, whether tangible or intangible, including all interests in property held by or in the names of other persons or entities, wherever located; (b) taking all steps necessary to obtain disclosure of financial information from other persons if requested by the District Attorney; and (c) providing any and all supplemental financial disclosure requested by

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