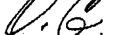
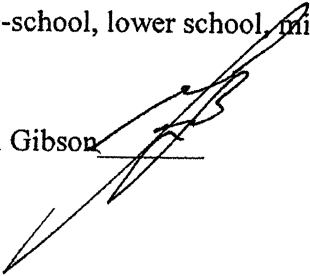


TERM SHEET

Lucia

- Oksana consents to amendment of Icon Trust to exclude Lucia
- Oksana confirms on behalf of Lucia that life insurance trust and two children trusts established during marriage of Robyn and Mel were intended to benefit only children of their marriage
- Current house held in Southland Trust that Oksana and Lucia are currently residing in is put in trust for Lucia. Oksana has the right to reside in the house with Lucia until Lucia is 21 years of age. The house can be sold at Oksana's direction and replacement purchased within a 33 mile radius from Mel's house in Malibu, California with proceeds from sale or proceeds to be used in part to provide housing (rental residence) for Lucia and Oksana. Replacement residence if rental can be no more valuable than the then value of the current residence. Intent is for Lucia to receive principal of the house and if sold only income should be used for rental residence if replacement residence not purchased.
- Deutsche Bank shall be the trustee for the residence (subject to provisions for Lucia below)
- Lucia becomes co-trustee at age 25 and sole trustee at age 35
- \$2 million permanent life insurance policy purchased by trust established for Lucia, Deutsche Bank shall be the trustee.
- \$50,000 per year put in trust for Lucia for next 20 years starting in 2010 (\$1 million) Trustee has discretion to distribute amounts for Lucia's health, support, maintenance and education from this trust although Oksana has primary responsibility to pay for Lucia during Lucia's minority out of her settlement amount. Agreement needs to specify that this annual amount would be used to offset any child support order or settlement regarding child support obtained during Lucia's minority. Deutsche Bank shall be the trustee.
- \$10,000 per year for 20 years contributed to a 529 account for Lucia's benefit to pay for college expenses – to be treated as child support (\$200,000)
- \$4,000 per month as additional child support until Lucia is 18 years of age unless she has not graduated from high school, in which case it shall terminate upon the earlier of her graduation from high school or her 19th birthday
- Mel will pay for college tuition in excess of the 529 account assets at a college approved by Mel
- Mel will pay tuition for mutually agreeable pre-school, lower school, middle school and upper school.

04138.23119/3500706.4 Oksana Grigorieva 

Mel Gibson 

- Commitment to bequeath at Mel's death no less than \$4.3 million to trust for Lucia (this amount is in addition to the aforementioned \$2 million permanent life insurance policy, and includes all amounts gifted to Lucia during Mel's life, including existing QPRT trust remainder interests, if any, other than the \$50,000 and \$10,000 annual contributions above and payment for life insurance premiums)
- Joint legal custody and Mel has right to 50/50 physical custody with detailed custody schedule as set forth in the attached custody and timeshare schedule; provided, however, that for the next 4 weekends, Mel shall have the right to custody only on the weekends. [See attached "CHILD CUSTODY" Schedule]
- Mutually agreed upon nannies [See Oksana section for terms]
- Lucia's uninsured medical expenses paid by Mel, excluding elective cosmetic procedures
- No other expenses paid by Mel during Lucia's minority
- Oksana to agree to reside within a 33 mile radius from Malibu, California until Lucia graduates from high school
- If Oksana, or anyone acting on her behalf, or on behalf of the child at her direction, control or initiation, seeks to modify child support or seeks to obtain any additional monies from Mel for any reason whatsoever other than in connection with the enforcement of the terms of the parties' agreement at any time prior to midnight on December 31, 2015, then (1) if Oksana and Lucia are still living in the Southland Trust home, or any other residence which Mel has provided at no cost to Oksana, Mel's obligation to pay the monthly amounts of child support set forth herein shall automatically terminate and the amount of future child support shall be \$5,000 per month, plus the cost of Lucia's school and medical expenses; and (2) if Oksana and Lucia are no longer living in a home provided for them by Mel at no cost to Oksana, Mel's obligation to pay the monthly amounts of child support proposed in this term sheet shall automatically terminate and the amount of future child support shall be \$5,000 per month, plus the cost of comparable housing for a like four-bedroom residence in Sherman Oaks, Lucia's school and medical expenses.

Oksana

- \$1,000,000 upon Oksana's turn-over of all of the "evidence", and Oksana and Mel signing the settlement agreement to be negotiated between the parties incorporating all terms herein
- \$10,000 per month for 18 additional years payable beginning on January 1, 2011 (agreement needs to specify that this monthly amount would be used to offset any child support order or settlement agreement regarding child support obtained during Lucia's minority)
- Mel will pay for mutually agreed upon nannies at both houses until Lucia is the age of 5

04138.23119/3500706.4 Oksana Grigorieva *O.G.*

Mel Gibson *[Signature]*

- Term life insurance policy on Mel's life equal to balance due to secure monthly payments.
- On year 5 Oksana will receive \$300,000, on year 10 she will receive \$400,000 and on year 15 Oksana will receive \$400,000.
- \$1 million permanent policy on Mel's life owned by a trust payable to Oksana at death – payable at Mel's death outright or in trust at Oksana's election
- Mel to assign to Oksana all rights in her album and video and to waive any and all recoupment with respect thereto (\$2,970,829 value)
- Mel to sign over all ownership rights to album and music video to Oksana, including publishing and writing royalties (value unknown)
- Mel to sign over all profits from album (\$17,112 to date)
- Mel to sign over all right to existing Getty picture deal to Oksana (value unknown)
- Oksana to turn over all "evidence", and represent and warrant that all evidence has been turned over and all evidence will be destroyed in a manner agreed upon by both parties.
- Full release of all claims and additional obligations regarding separation, including without limitation all claims against any Icon or other Gibson entity
- If Oksana files an OSC to modify child support or otherwise breaches the parties' agreement, all obligations to her pursuant to that agreement terminate and Mel has the right to collect damages
- Strict confidentiality provisions, with financial penalties for non-compliance, to be drafted by our lawyers
- Representations and warranties regarding confidentiality, with financial penalties for breach, to be drafted by our lawyers
- Joint, mutually agreeable press release about the reasons for separation; only public statement, jointly or separately, concerning the separation
- The parties agree that the mediation of May 15 and 16, 2010 and the demand letter made by Oksana shall constitute "pending litigation" to make this settlement enforceable pursuant to California Code of Civil Procedure 664.6 and the parties stipulate that the Los Angeles County Superior Court shall have jurisdiction in order to enforce it and that this document and the attached child custody schedule shall be admissible without objection in order to enforce it.

OG: mblgk
Plans - the stemway 91 at Mel's home, Mel will give to Oksana

Dated: May 19, 2010

By

04138.23119/3500706.4 Oksana Grigorieva

Mel Gibson

OG: mblgk
Oksana will give Mel the 2 paintings done by Oksana

Mel Gibson

Dated: May 14, 2010

By: *Oksana Grigorieva*
Oksana Grigorieva

Dated: May 14, 2010

BROWN WOODS GEORGE LLP

By: *[Signature]*
Eric George, Esq.
Attorneys for Oksana Grigorieva

Dated: May 14, 2010

QUINN EMANUEL URQUHART & SULLIVAN LLP

By: *[Signature]*
William Urquhart, Esq.
James R. Asperger, Esq.
Attorneys for Mel Gibson

Dated: May 16, 2010

HANSEN, JACOBSON, TELLER, HOBERMAN,
NEWMAN, WARREN & RICHMAN, L.L.P.

By: *[Signature]*
Thomas Hansen, Esq.
Attorneys for Mel Gibson

Dated: May 16, 2010

JACKOWAY TYERMAN WERTHEIMER AUSTEN
MANDELBAUM MORRIS & KLEIN

By: *[Signature]*
Michele M. Mulrooney, Esq.
Attorneys for Mel Gibson