

From: Stephen Hanson <[REDACTED]>
To: Jeffrey Epstein <[REDACTED]>, "HOWIE / SUE MUCHNICK"
<[REDACTED]>, Sue Schwartz Muchnick <[REDACTED]>
Subject: RE: Revised Separation Agreement
Date: Thu, 12 Dec 2013 20:41:55 +0000

Jeff- seems like we are there.

From: Ellis Rinaldi [mailto:[REDACTED]]
Sent: Thursday, December 12, 2013 3:14 PM
To: Steve Hanson; Barry Sternlicht
Cc: Dan Yih; Eric Franklin; Stephenson, Tim; Charnas, Brandon S.; [REDACTED]; [REDACTED]; [REDACTED]
Subject: RE: Revised Separation Agreement

1. NY City and AC is fine. But there is no 2 restaurants allowed concept for NY City or AC.
2. notice and cure is fine but it is 5 days notice and cure.
 - a. Non-compete until 6-30-14. We need to stick to that as Barry so eloquently put it ... "june 30th.. qtr end. its 6 months from effectively end of this year.. which ends this friday for most people."
 - b. Payment of \$500k on earlier of June 30th or a sale is fine. but non-compete goes to june 30th.
3. we are ok with this.
4. we responded on the assignment. Please confirm we are done on that.

The other 2 nits (your points 3 and 4) were obviously ok.

Redraft coming your way.

From: Steve Hanson [mailto:[REDACTED]]
Sent: Thursday, December 12, 2013 9:29 AM
To: Barry Sternlicht
Cc: Dan Yih; Ellis Rinaldi; Eric Franklin; Stephenson, Tim; Charnas, Brandon S.; [REDACTED]; [REDACTED]; [REDACTED]
Subject: RE: Revised Separation Agreement

Barry,

We are just about there, The lawyers are reviewing the language today, and we should be able to close today or tomorrow.

EFTA00685090

A few questions/thoughts:

1. If you follow the previous email trail and document revisions from your side, the last document from your side agreed to the non-compete limited to NY and NJ, mirroring the agreement in our LLC operating agreement. When I asked for you to consider allowing a carve-out for 2 restaurants, I thought that the carve-out was for 2 restaurants located in NY and NJ. The last draft showed a change eliminating the opportunity for me to being able to work in the entire United States, except for 2 restaurants outside of NY and NJ? Thoughts?
2. I think it reasonable that I should be given notice, if you guys think I breached our agreement and a period within which to cure the breach. mirroring all our other [REDACTED] I also assume that as I am going to try to help you sell the co. that once sold I get my 500k and the non compete goes away separate from strip house. Is that right?
- 3 I am now told that you may no longer want to agree to the provisions in Section 12 of the Separation Agreement that the loser pays a penalty for bringing and losing an arbitration regarding Section 5(b)(ii) and non-payment under Section 5(d)? Is that true? Yesterday's draft of the Separation Agreement still includes the loser pays provision in Section 12. with a notation that says open.
4. Obviously, some of the legal language in the documents needs small adjustment. For example, I don't know what "negligently discloses" covers at the beginning of Section 5(b)(iv). And I assume the assignment doc for stock should include assumptions as well as assignments.

Otherwise, I think we are ready to go.

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From: Schechter, Jonathan A. [mailto:[REDACTED]]
Sent: Wednesday, December 11, 2013 3:41 PM
To: [REDACTED]; Steve Hanson; [REDACTED]
Cc: [REDACTED]; [REDACTED]; [REDACTED]; Stephenson, Tim; Charnas, Brandon S.
Subject: Revised Separation Agreement

Attached is a revised draft of the Separation Agreement (clean and blacklined against the prior draft), reflecting the latest correspondence between the parties. I am also attaching the Assignment Agreement for the membership interests.

Please note the attached remains subject to any further comments Starwood may have.

Best regards,

Jonathan

EFTA00685091

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