

**From:** Jeffrey Epstein <jeevacation@gmail.com>  
**To:** Steven Sinofsky <[REDACTED]>  
**Subject:** Re: Sinofsky Resignation Agreement Draft 12 08 12.docx  
**Date:** Fri, 14 Dec 2012 18:19:23 +0000

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bad idea , dumb people, slimy industry, yesterday news rather than tomoorws. you are fully baked, if its for fun, i understand but i don;t believe it is a business that is the right one. I understand hollywood very very well, I did some of the first deals , the place sucks . i

On Fri, Dec 14, 2012 at 12:51 PM, Steven Sinofsky <[REDACTED]> wrote:

this weekend. nothing will happen today. in LA learning more about how screwed up making movies is. it just feels like there's something to trying to break the model that all the creative folks are trapped in while the business folks are hamstrung by avoiding the pitfalls of digital distribution. two wedged parties invites a disruption of sorts. that's what we did with Surface.

Sent from Surface RT

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**From:** Jeffrey Epstein  
**Sent:** December 14, 2012 2:11 AM  
**To:** Steven Sinofsky  
**Subject:** Re: FW: Sinofsky Resignation Agreement Draft 12 08 12.docx

do not get agressive, lets talk

On Thu, Dec 13, 2012 at 10:33 AM, Steven Sinofsky <[REDACTED]> wrote:  
(using different email for this)

Awesome.

Will just say "non-starter, steven going about his life. you asked for X and offered 5, we said X would cost 20, you came back with this?????"

ms lawyer is being told what to do by steve and is squeezed -- he knows this is a sill offer.

steve almost certainly just called up Cook and Page and said "hi there, this is ballmer, let me tell you some negative things about sinofsky..." did Cook mention that?

<http://www.geekwire.com/2012/struggle-soul-microsoft/>

Sent from Windows Mail

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**From:** Price, Scott D.  
**Sent:** December 13, 2012 6:40 AM  
**To:** Steven Sinofsky  
**CC:** Lefkowitz, Jay P.  
**Subject:** Sinofsky Resignation Agreement Draft 12 08 12.docx

Steve,

Attached is a revised agreement from MSFT. I've had a couple of conversations with Brad before sending this on, so I apologize for the delay.

Forgetting the legal wording, the biggest change involves how they are thinking about increased compensation. They are effectively setting up a new paradigm. They are willing to pay \$5 million for the "old" agreement - i.e., the limited non-compete, etc. They are willing to pay more than \$5 million if you agree that (i) you won't communicate with MSFT employees regarding compensation, business strategy and certain other matters (last sentence of Section 6(a)) and (ii) you won't basically ever author any information regarding MSFT that they consider unpleasant (Section 6(b)). They also request you certify on a quarterly basis until July 1, 2014 that you've complied with these requirements.

In my conversations with Brad, I've already told him there's no way this would fly and that even the proposal was very likely to set things back. In view of the "strong personality" of his client, he was not at liberty to dial anything back. There's more color around this that I can share in a call among the three of us.

Let me know some times that work for you today and I'll coordinate with Jay.

Best regards.

Scott D. Price  
Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022-4611

[REDACTED] (fax)

[REDACTED]

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