

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - x

INFORMATION

UNITED STATES OF AMERICA :

18 Cr.

- v. - :

18 CRIM 850

MICHAEL COHEN, :

Defendant. :

- - - - - x

The Special Counsel charges:

Background

The Defendant

1. From in or around 2007 through in or around January 2017, MICHAEL COHEN, the defendant, was an attorney and employee of a Manhattan-based real estate company (the "Company"). COHEN held the title of "Executive Vice President" and "Special Counsel" to the owner of the Company ("Individual 1").

False Statements to the U.S. Congress

2. On or about January 13, 2017, the U.S. Senate Select Committee on Intelligence ("SSCI") announced that it would conduct an investigation into Russian election interference and possible links between Russia and individuals associated with political campaigns. On or about January 25, 2017, the House of Representatives Permanent Select Committee on Intelligence ("HPSCI") announced that it also was conducting an investigation

into Russian election interference and possible links between Russia and individuals associated with political campaigns.

3. On or about August 28, 2017, COHEN caused a two-page letter to be sent on his behalf to SSCI and HPSCI. The letter addressed his efforts at the Company to pursue a branded property in Moscow, Russia (the "Moscow Project"). COHEN stated the purpose of the letter was "to provide the Committee with additional information regarding the proposal," referring to the Moscow Project.

4. In the letter to SSCI and HPSCI, COHEN knowingly and deliberately made the following false representations:

- a. **The Moscow Project ended in January 2016 and was not discussed extensively with others in the Company.**

"The proposal was under consideration at the [Company] from September 2015 until the end of January 2016. By the end of January 2016, I determined that the proposal was not feasible for a variety of business reasons and should not be pursued further. Based on my business determinations, the [Company] abandoned the [Moscow Project] proposal. . . . To the best of my knowledge, [Individual 1] was never in contact with anyone about this proposal other than me on three occasions. . . . I did not ask or brief [Individual

1], or any of his family, before I made the decision to terminate further work on the proposal."

- b. **COHEN never agreed to travel to Russia in connection with the Moscow Project and "never considered" asking Individual 1 to travel for the project.** "I primarily communicated with the Moscow-based development company . . . through a U.S. citizen third-party intermediary, [Individual 2]. . . . [Individual 2] constantly asked me to travel to Moscow as part of his efforts to push forward the discussion of the proposal. I ultimately determined that the proposal was not feasible and never agreed to make a trip to Russia. . . . Despite overtures by [Individual 2], I never considered asking [Individual 1] to travel to Russia in connection with this proposal."
- c. **COHEN did not recall any Russian government response or contact about the Moscow Project.** "In mid-January 2016, [Individual 2] suggested that I send an email to [Russian Official 1], the Press Secretary for the President of Russia, since the proposal would require approvals within the Russian government that had not been issued. Those permissions were never provided. I decided to abandon the proposal less than two weeks

later for business reasons and do not recall any response to my email, nor any other contacts by me with [Russian Official 1] or other Russian government officials about the proposal."

5. On or about September 19, 2017, COHEN was scheduled to appear before SSCI accompanied by counsel. In prepared remarks released to the public, COHEN stated, "I assume we will discuss the rejected proposal to build a [Company-branded] property in Moscow that was terminated in January of 2016; which occurred before the Iowa caucus and months before the very first primary. This was solely a real estate deal and nothing more. I was doing my job. I would ask that the two-page statement about the Moscow proposal that I sent to the Committee in August be incorporated into and attached to this transcript."

6. On or about October 25, 2017, COHEN gave testimony to SSCI, which included testimony about the Moscow Project consistent with his prepared remarks and his two-page statement.

7. In truth and in fact, and as COHEN well knew, COHEN's representations about the Moscow Project he made to SSCI and HPSCI were false and misleading. COHEN made the false statements to (1) minimize links between the Moscow Project and Individual 1 and (2) give the false impression that the Moscow Project ended before "the Iowa caucus and . . . the very first primary," in hopes of

limiting the ongoing Russia investigations. COHEN attempted to conceal or minimize through his false statements the following facts:

- a. **The Moscow Project was discussed multiple times within the Company and did not end in January 2016.** Instead, as late as approximately June 2016, COHEN and Individual 2 discussed efforts to obtain Russian governmental approval for the Moscow Project. COHEN discussed the status and progress of the Moscow Project with Individual 1 on more than the three occasions COHEN claimed to the Committee, and he briefed family members of Individual 1 within the Company about the project.
- b. **COHEN agreed to travel to Russia in connection with the Moscow Project and took steps in contemplation of Individual 1's possible travel to Russia.** COHEN and Individual 2 discussed on multiple occasions traveling to Russia to pursue the Moscow Project.
 - i. COHEN asked Individual 1 about the possibility of Individual 1 traveling to Russia in connection with the Moscow Project, and asked a senior campaign official about potential business travel to Russia.

- ii. On or about May 4, 2016, Individual 2 wrote to COHEN, "I had a chat with Moscow. ASSUMING the trip does happen the question is before or after the convention . . . Obviously the pre-meeting trip (you only) can happen anytime you want but the 2 big guys where [sic] the question. I said I would confirm and revert." COHEN responded, "My trip before Cleveland. [Individual 1] once he becomes the nominee after the convention."
- iii. On or about May 5, 2016, Individual 2 followed up with COHEN and wrote, "[Russian Official 1] would like to invite you as his guest to the St. Petersburg Forum which is Russia's Davos it's June 16-19. He wants to meet there with you and possibly introduce you to either [the President of Russia] or [the Prime Minister of Russia], as they are not sure if 1 or both will be there. . . . He said anything you want to discuss including dates and subjects are on the table to discuss."

- iv. On or about May 6, 2016, Individual 2 asked COHEN to confirm those dates would work for him to travel. COHEN wrote back, "Works for me."
 - v. From on or about June 9 to June 14, 2016, Individual 2 sent numerous messages to COHEN about the travel, including forms for COHEN to complete. However, on or about June 14, 2016, COHEN met Individual 2 in the lobby of the Company's headquarters to inform Individual 2 he would not be traveling at that time.
- c. COHEN did recall that in or around January 2016, COHEN received a response from the office of Russian Official 1, the Press Secretary for the President of Russia, and spoke to a member of that office about the Moscow Project.**
- i. On or about January 14, 2016, COHEN emailed Russian Official 1's office asking for assistance in connection with the Moscow Project. On or about January 16, 2016, COHEN emailed Russian Official 1's office again, said he was trying to reach another high-level Russian official, and asked for someone who spoke English to contact him.


- ii. On or about January 20, 2016, COHEN received an email from the personal assistant to Russian Official 1 ("Assistant 1"), stating that she had been trying to reach COHEN and requesting that he call her using a Moscow-based phone number she provided.
- iii. Shortly after receiving the email, COHEN called Assistant 1 and spoke to her for approximately 20 minutes. On that call, COHEN described his position at the Company and outlined the proposed Moscow Project, including the Russian development company with which the Company had partnered. COHEN requested assistance in moving the project forward, both in securing land to build the proposed tower and financing the construction. Assistant 1 asked detailed questions and took notes, stating that she would follow up with others in Russia.
- iv. The day after COHEN's call with Assistant 1, Individual 2 contacted him, asking for a call. Individual 2 wrote to COHEN, "It's about [the President of Russia] they called today."

COUNT 1
(False Statements)

8. Paragraphs 1 through 7 of this Information are re-alleged and incorporated by reference as if fully set forth herein.

9. On or about August 28, 2017, the defendant MICHAEL COHEN, in the District of Columbia and elsewhere, in a matter within the jurisdiction of the legislative branch of the Government of the United States, knowingly and willfully made a materially false, fictitious, and fraudulent statement and representation, to wit, COHEN caused to be submitted a written statement to SSCI containing material false statements about the Moscow Project, including false statements about the timing of the Moscow Project, discussions with people in the Company and in Russia about the Moscow Project, and contemplated travel to Russia in connection with the Moscow Project.

(Title 18, United States Code, Section 1001(a)(2).)



ROBERT S. MUELLER, III
Special Counsel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

MICHAEL COHEN,

Defendant.

INFORMATION

18 Cr. ___

ROBERT S. MUELLER, III
SPECIAL COUNSEL



U.S. Department of Justice

The Special Counsel's Office

Washington, D.C. 20530

November 29, 2018

Guy Petrillo, Esq.
Amy Lester, Esq.
Petrillo Klein & Boxer LLP
655 Third Avenue, 22nd Floor
New York, NY 10017

Re: United States v. Michael Cohen

Dear Mr. Petrillo and Ms. Lester:

This letter sets forth the full and complete plea offer to your client, Michael Cohen (hereinafter referred to as “your client” or “defendant”), from the Special Counsel’s Office (hereinafter also referred to as “the Government” or “this Office”). If your client accepts the terms and conditions of this offer, please have your client execute this document in the space provided below. Upon receipt of the executed document, this letter will become the Plea Agreement (hereinafter referred to as “this Agreement”). The terms of the offer are as follows:

1. Charges and Statutory Penalties

Your client agrees to waive indictment and plead guilty to a Criminal Information, a copy of which is attached, charging your client with making false statements to the U.S. Congress, in violation of 18 U.S.C. § 1001(a)(2).

Your client understands that a violation of 18 U.S.C. § 1001 carries a maximum sentence of 5 years’ imprisonment; a fine of not more than \$250,000, pursuant to 18 U.S.C. § 3571(b)(3); a term of supervised release of not more than 3 years, pursuant to 18 U.S.C. § 3583(b)(2); and an obligation to pay any applicable interest or penalties on fines and restitution not timely made.

In addition, your client agrees to pay a special assessment of \$100 per felony conviction to the Clerk of the United States District Court for the Southern District of New York. Your client also understands that, pursuant to 18 U.S.C. § 3572 and § 5E1.2 of the United States Sentencing Commission, *Guidelines Manual* (2017) (hereinafter “Sentencing Guidelines,” “Guidelines,” or “U.S.S.G.”), the Court may also impose a fine that is sufficient to pay the federal government the costs of any imprisonment, term of supervised release, and period of probation.

2. Plea

Your client understands and acknowledges that this Agreement is contingent upon the entry of a guilty plea by the defendant in this case. If your client fails to enter a guilty plea, this

Agreement and any proceedings pursuant to this Agreement may be withdrawn or voided in whole or in part at the option of this Office.

3. Factual Stipulations

Your client agrees that the factual allegations found within the Criminal Information fairly and accurately describe your client's actions and involvement in the offense to which your client is pleading guilty.

4. Additional Charges

In consideration of your client's guilty plea to the above offense, your client will not be further prosecuted criminally by this Office for the conduct set forth in the attached Criminal Information; for any other false statements made by him to the U.S. Congress or to this Office in connection with the conduct described in the Criminal Information; and for obstructing, aiding or abetting in the obstruction of, or conspiring to obstruct or commit perjury before congressional or grand jury investigations in connection with the conduct described in the Criminal Information.

5. Sentencing Guidelines Analysis

Your client understands that the sentence in this case will be determined by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a consideration of the applicable guidelines and policies set forth in the Sentencing Guidelines. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the parties agree to the following:

A. Estimated Offense Level Under the Guidelines

The parties agree that the following Sentencing Guidelines sections apply:

U.S.S.G. § 2B1.1(a)(2)	Base Offense Level:	6
	Total:	6

B. Acceptance of Responsibility

The Government agrees that a 2-level reduction will be appropriate, pursuant to U.S.S.G. § 3E1.1, provided that your client clearly demonstrates acceptance of responsibility, to the satisfaction of the Government, through your client's allocution, adherence to every provision of this Agreement, and conduct between entry of the plea and imposition of sentence.

Nothing in this Agreement limits the right of the Government to seek denial of the adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1, and/or imposition of an adjustment for obstruction of justice, pursuant to U.S.S.G. § 3C1.1, regardless of any agreement set forth above, should your client move to withdraw your client's guilty plea after it is entered, or should it be determined by the Government that your client has either (a) engaged in conduct,

unknown to the Government at the time of the signing of this Agreement, that constitutes obstruction of justice, (b) engaged in additional criminal conduct after signing this Agreement, or (c) taken any other action inconsistent with acceptance of responsibility.

In accordance with the above, the applicable Guidelines Offense Level will be at least 4.

C. Estimated Criminal History Category

Based upon the information now available to this Office, your client was previously convicted in *United States v. Cohen*, No. 1:18-cr-602 (WHP) (S.D.N.Y. Aug. 21, 2018). As of this date, your client has not been sentenced in that matter.

Pursuant to U.S.S.G. § 4A1.1(c) and 4A1.2(a)(4), your client is estimated to have one criminal history point, and your client's Criminal History Category is estimated to be I. Your client acknowledges that if additional convictions are discovered during the pre-sentence investigation by the United States Probation Office, your client's criminal history points may increase.

D. Estimated Applicable Guidelines Range

Based upon the agreed total offense level and the estimated criminal history category set forth above, your client's estimated Sentencing Guidelines range is zero months to six months' imprisonment (the "Estimated Guidelines Range"). In addition, the parties agree that, pursuant to U.S.S.G. § 5E1.2, should the Court impose a fine, at Guidelines level 4, the estimated applicable fine range is \$500 to \$9,500. Your client reserves the right to ask the Court not to impose any applicable fine.

The parties agree that, solely for the purposes of calculating the applicable range under the Sentencing Guidelines, neither a downward nor upward departure from the Estimated Guidelines Range set forth above is warranted. Accordingly, neither party will seek any departure or adjustment to the Estimated Guidelines Range, nor will either party suggest that the Court consider such a departure or adjustment, except as provided above. Moreover, your client understands and acknowledges that the Estimated Guidelines Range agreed to by the parties is not binding on the Probation Office or the Court. Should the Court determine that a different guidelines range is applicable, your client will not be permitted to withdraw your client's guilty plea on that basis, and the Government and your client will still be bound by this Agreement.

Your client understands and acknowledges that the terms of this section apply only to conduct that occurred before the execution of this Agreement. Should your client commit any conduct after the execution of this Agreement that would form the basis for an increase in your client's base offense level or justify an upward departure (examples of which include, but are not limited to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while pending sentencing, and false statements to law enforcement agents, the probation officer, or the Court), the Government is free under this Agreement to seek an increase in the base offense level based on that post-agreement conduct.

6. Agreement under 18 U.S.C. § 3553(a)

Based upon the information known to the Government at the time of the signing of this Agreement, the parties further agree that a sentence within the Estimated Guidelines Range would constitute a reasonable sentence in light of all of the factors set forth in 18 U.S.C. § 3553(a), should such a sentence be subject to appellate review notwithstanding the appeal waiver provided below.

7. Reservation of Allocution and Cooperation

The Government and your client reserve the right to describe fully, both orally and in writing, to the sentencing judge, the nature and seriousness of your client's misconduct, including any misconduct not described in the charges to which your client is pleading guilty.

The Government agrees to bring to the Court's attention at sentencing in this matter and in *United States v. Cohen*, No. 1:18-cr-602 (WHP) (S.D.N.Y.) the nature and extent of the defendant's cooperation with this Office, on the condition that your client continues to respond and provide truthful information regarding any and all matters as to which this Office deems relevant. The defendant must at all times give complete, truthful, and accurate information and testimony, and must not commit, or attempt to commit, any further crimes.

The Government agrees not to oppose the transfer of this case in its entirety or for the purposes of sentencing to the Judge in *United States v. Cohen*, No. 1:18-cr-602 (WHP) (S.D.N.Y.).

The parties also reserve the right to inform the presentence report writer and the Court of any relevant facts, to dispute any factual inaccuracies in the presentence report, and to contest any matters not provided for in this Agreement. In the event that the Court considers any Sentencing Guidelines adjustments, departures, or calculations different from any agreements contained in this Agreement, or contemplates a sentence outside the Guidelines range based upon the general sentencing factors listed in 18 U.S.C. § 3553(a), the parties reserve the right to answer any related inquiries from the Court. In addition, if in this Agreement the parties have agreed to recommend or refrain from recommending to the Court a particular resolution of any sentencing issue, the parties reserve the right to full allocution in any post-sentence litigation. The parties retain the full right of allocution in connection with any post-sentence motion which may be filed in this matter and/or any proceeding(s) before the Bureau of Prisons. In addition, your client acknowledges that the Government is not obligated and does not intend to file any post-sentence downward departure motion in this case pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure.

8. Court Not Bound by this Agreement or the Sentencing Guidelines

Your client understands that the sentence in this case will be imposed in accordance with 18 U.S.C. § 3553(a), upon consideration of the Sentencing Guidelines. Your client further understands that the sentence to be imposed is a matter solely within the discretion of the Court. Your client acknowledges that the Court is not obligated to follow any recommendation of the Government at the time of sentencing. Your client understands that neither the Government's recommendation nor the Sentencing Guidelines are binding on the Court.

Your client acknowledges that your client's entry of a guilty plea to the charged offense authorizes the Court to impose any sentence, up to and including the statutory maximum sentence, which may be greater than the applicable Guidelines range. The Government cannot, and does not, make any promise or representation as to what sentence your client will receive. Moreover, it is understood that your client will have no right to withdraw your client's plea of guilty should the Court impose a sentence that is outside the Guidelines range or if the Court does not follow the Government's sentencing recommendation. The Government and your client will be bound by this Agreement, regardless of the sentence imposed by the Court. Any effort by your client to withdraw the guilty plea because of the length of the sentence shall constitute a breach of this Agreement.

9. Waivers

A. Venue

Your client waives any challenge to venue in the Southern District of New York.

B. Statute of Limitations

Your client agrees that, should the conviction following your client's plea of guilty pursuant to this Agreement be vacated for any reason, any prosecution, based on the conduct set forth in the attached Criminal Information, that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement (including any counts that the Government has agreed not to prosecute or to dismiss at sentencing pursuant to this Agreement) may be commenced or reinstated against your client, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution of conduct set forth in the attached Criminal Information that is not time-barred on the date that this Agreement is signed.

C. Trial Rights

Your client understands that by pleading guilty in this case your client agrees to waive certain rights afforded by the Constitution of the United States and/or by statute or rule. Your client agrees to forego the right to any further discovery or disclosures of information not already provided at the time of the entry of your client's guilty plea. Your client also agrees to waive, among other rights, the right to be indicted by a Grand Jury, the right to plead not guilty, and the right to a jury trial. If there were a jury trial, your client would have the right to be represented by counsel, to confront and cross-examine witnesses against your client, to challenge the admissibility of evidence offered against your client, to compel witnesses to appear for the purpose of testifying and presenting other evidence on your client's behalf, and to choose whether to testify. If there were a jury trial and your client chose not to testify at that trial, your client would have the right to have the jury instructed that your client's failure to testify could not be held against your client. Your client would further have the right to have the jury instructed that your client is presumed innocent until proven guilty, and that the burden would be on the United States to prove your client's guilt beyond a reasonable doubt. If your client were found guilty after a trial, your client

would have the right to appeal your client's conviction. Your client understands that the Fifth Amendment to the Constitution of the United States protects your client from the use of self-incriminating statements in a criminal prosecution. By entering a plea of guilty, your client knowingly and voluntarily waives or gives up your client's right against self-incrimination.

Your client acknowledges discussing with you Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, which ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. Your client knowingly and voluntarily waives the rights that arise under these rules in the event your client withdraws your client's guilty plea or withdraws from this Agreement after signing it.

Your client also agrees to waive all constitutional and statutory rights to a speedy sentence and agrees that the plea of guilty pursuant to this Agreement will be entered at a time decided upon by the parties with the concurrence of the Court. Your client understands that the date for sentencing will be set by the Court.

D. Appeal Rights

Your client understands that federal law, specifically 18 U.S.C. § 3742, affords defendants the right to appeal their sentences in certain circumstances. Your client agrees to waive the right to appeal the sentence in this case, including but not limited to any term of imprisonment, fine, forfeiture, award of restitution, term or condition of supervised release, authority of the Court to set conditions of release, and the manner in which the sentence was determined, except to the extent the Court sentences your client above the statutory maximum or guidelines range determined by the Court or your client claims that your client received ineffective assistance of counsel, in which case your client would have the right to appeal the illegal sentence or above-guidelines sentence or raise on appeal a claim of ineffective assistance of counsel, but not to raise on appeal other issues regarding the sentencing. In agreeing to this waiver, your client is aware that your client's sentence has yet to be determined by the Court. Realizing the uncertainty in estimating what sentence the Court ultimately will impose, your client knowingly and willingly waives your client's right to appeal the sentence, to the extent noted above, in exchange for the concessions made by the Government in this Agreement.

E. Collateral Attack

Your client also waives any right to challenge the conviction entered or sentence imposed under this Agreement or otherwise attempt to modify or change the sentence or the manner in which it was determined in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 or Federal Rule of Civil Procedure 60(b), except to the extent such a motion is based on newly discovered evidence or on a claim that your client received ineffective assistance of counsel. Your client reserves the right to file a motion brought under 18 U.S.C. § 3582(c)(2), but agrees to waive the right to appeal the denial of such a motion.

F. Privacy Act and FOIA Rights

Your client also agrees to waive all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including and without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a, for the duration of the Office's investigation.

10. Restitution

Your client understands that the Court has an obligation to determine whether, and in what amount, mandatory restitution applies in this case under 18 U.S.C. § 3663A. The Government and your client agree that mandatory restitution does not apply in this case.

11. Breach of Agreement

Your client understands and agrees that, if after entering this Agreement, your client fails specifically to perform or to fulfill completely each and every one of your client's obligations under this Agreement, or engages in any criminal activity prior to sentencing, your client will have breached this Agreement. In the event of such a breach: (a) the Government will be free from its obligations under this Agreement; (b) your client will not have the right to withdraw the guilty plea; (c) your client will be fully subject to criminal prosecution for any other crimes, including perjury and obstruction of justice; and (d) the Government will be free to use against your client, directly and indirectly, in any criminal or civil proceeding, all statements made by your client and any of the information or materials provided by your client, including such statements, information and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of, this Agreement, whether or not the debriefings were previously characterized as "off-the-record" debriefings, and including your client's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

Your client understands and agrees that the Government shall be required to prove a breach of this Agreement only by a preponderance of the evidence, except where such breach is based on a violation of federal, state, or local criminal law, which the Government need prove only by probable cause in order to establish a breach of this Agreement.

Nothing in this Agreement shall be construed to permit your client to commit perjury, to make false statements or declarations, to obstruct justice, or to protect your client from prosecution for any crimes not included within this Agreement or committed by your client after the execution of this Agreement. Your client understands and agrees that the Government reserves the right to prosecute your client for any such offenses. Your client further understands that any perjury, false statements or declarations, or obstruction of justice relating to your client's obligations under this Agreement that takes place after execution of this Agreement shall constitute a breach of this Agreement. In the event of such a breach, your client will not be allowed to withdraw your client's guilty plea.

12. Complete Agreement

Other than a proffer agreement executed on August 7, 2018 and continued on September 12, September 18, October 8, October 17, November 12, and November 20, 2018, no agreements, promises, understandings, or representations have been made by the parties or their counsel other than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by your client, defense counsel, and the Office. The proffer agreement, with respect to the Government, is superseded as noticed herein if the Agreement is breached.

This Office recognizes that, in connection with this Agreement, the defendant is entering into an agreement with the U.S. Attorney's Office for the Southern District of New York concerning the potential effect of this Agreement on the sentencing in *United States v. Cohen*, No. 1:18-cr-602 (WHP) (S.D.N.Y.).

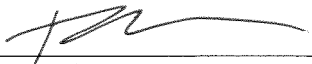
Your client further understands that other than as set forth herein, this Agreement is binding only upon the Office, and does not bind any other United States Attorney's Office, nor does it bind any other state, local, or federal prosecutor. It also does not bar or compromise any civil, tax, or administrative claim pending or that may be made against your client.

If the foregoing terms and conditions are satisfactory, your client may so indicate by signing this Agreement no later than November 29, 2018.

Sincerely yours,

ROBERT S. MUELLER, III
Special Counsel

By:



Jeannie S. Rhee
Andrew D. Goldstein
L. Rush Atkinson
The Special Counsel's Office

DEFENDANT'S ACCEPTANCE

I have read every page of this Agreement and have discussed it with my attorneys, Guy Petrillo and Amy Lester. I fully understand this Agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Agreement fully. I am pleading guilty because I am in fact guilty of the offense identified in this Agreement.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this Agreement. I am satisfied with the legal services provided by my attorneys in connection with this Agreement and matters related to it.

Date: 11/29/18

Michael Cohen
Defendant

ATTORNEY'S ACKNOWLEDGMENT

I have read every page of this Agreement, reviewed this Agreement with my client, Michael Cohen, and fully discussed the provisions of this Agreement with my client. These pages accurately and completely set forth the entire Agreement.

Date: 11-29-18

Guy Petrillo
Guy Petrillo, Esq.
Amy Lester, Esq.
Attorneys for Defendant