DEPARTMENT OF TREASURY
INTERNAL REVENUE SERVICE-CRIMINAL INVESTIGATION
AND
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

IN THE MATTER OF:
Google Inc.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIM TO PROPERTY

Google Inc. ("hereinafter "Google"), by its undersigned attorney, pursuant to board of directors' authority granted its chief executive officer or duly-authorized officers, and the United States Attorney's Office for the Eastern District of Missouri (hereinafter, the "United States") enter into this Settlement Agreement and Release of Claim to Property (the "Agreement").

1. Google (a) shall present, at the time it executes this Agreement, or thereafter as directed by the United States, a wire transfer payable to the United States Marshal Service, in the amount of Three Million U.S. Dollars ($3,000,000.00); (b) shall relinquish all rights to the funds represented by the check; and (c) shall not then or thereafter contest the forfeiture of those funds to the United States.

2. The Federal Bureau of Investigation (FBI) and the Internal Revenue Service - Criminal Investigation (IRS-CI) shall immediately seize the funds the wire transfer represents and implement uncontested administrative forfeiture proceedings against those funds, with the wire transfer being immediately deposited into an appropriate U.S. Marshals Service holding account until the administrative forfeiture is finalized, at which time the funds will be deposited into one or more appropriate United States forfeiture funds, pursuant to the law, for use or distribution in accordance with law.

3. The above-described forfeiture to the United States constitutes a full and complete settlement and adjustment of the differences of the parties to this Agreement regarding the amount of forfeitable funds resulting from Google's receipt of payments for advertising on-

line gambling activities in the United States from, or attributable to, on-line gambling businesses operating in violation of state or federal law. The course of conduct upon which this forfeiture rests occurred during and between approximately 1999 and June 2007 in the Eastern District of Missouri, and elsewhere. In particular, the United States alleges and Google neither contests nor admits, that on or about, and during, that time period, Google received payments from, or attributable to, on-line gambling businesses for advertising in the United States on-line gambling activities, which affected interstate and foreign commerce, the transmission and receipt of which funds the business operators knew, or should have known, were derived from criminal offenses, or funds intended to be used to promote or support unlawful activity, including violations of the Federal Wire Wager Act, of federal wagering excise tax laws, and of various states' statutes and municipal laws prohibiting gambling, either outright or absent regulation, licensing and/or taxation by the particular states and municipalities. The United States will move for the forfeiture of these funds as being proceeds involved in, derived from, and facilitating criminal conduct and forfeitable to the United States pursuant to federal law, including Title 18, United States Code, Section 981, et seq., and related regulations, and Google shall not contest this forfeiture. These funds are represented in full by the Three Million U.S. Dollars ($3,000,000.00) payment described above, the forfeiture of which to the United States is the object of all parties to this Agreement. Google stipulates and agrees that said funds were received by it during the above time period, deposited in its account, and are being paid out now from the same general ledger account.

4. The United States and Google agree to the mutual release of all non-tax civil claims and defenses the parties might otherwise have asserted in administrative or judicial forfeiture proceedings based upon the conduct described herein. Nothing in this Agreement is intended to limit any defenses that Google may have in any other proceedings, nor does this Agreement in any way affect the rights of others in any other action.

5. Google acknowledges that this Agreement may be made public by the United States Attorney for the Eastern District of Missouri. Google expressly agrees that it shall not

through attorneys, directors, agents, officers, employees or otherwise make any public statement in any public forum contradicting paragraph 3 of the Agreement, except in connection with the defense(s) of any subsequent legal or administrative proceedings. Any such contradictory public statement by Google or its attorneys, directors, agents, officers, employees or otherwise shall constitute a breach of this Agreement and the Unified States would then not be bound to limit its forfeiture proceedings based upon Google's conduct described above, at paragraph 3, to the sums described in that paragraph, nor would the United States have any obligation to return all or part of the forfeited funds. Upon the United States notifying Google of a public statement by any such person that in whole or part contradicts a statement of fact contained in this Agreement, Google may avoid a breach of this Agreement by publicly repudiating such statement within 7 calendar days after notification by the United States.

6. The United States Attorney's Office for the Eastern District of Missouri has determined that since it formally notified Google of the intent of the United States to forfeit funds, Google has approached the issues raised by that notice in a laudable, cooperative and conciliatory manner and has assisted in, and promised to continue to assist in, investigations conducted by the United States and its law enforcement agencies.

7. Google agrees that it shall provide to the United States, on request, and in accordance with applicable laws and pursuant to presentation of proper legal process, any relevant non-privileged testimony, documents, electronic data or other object in its possession, custody or control concerning any matters pertaining to possible criminal violations involving online gambling.

8. The United States agrees that Google shall be released from all criminal and civil liability to the United States, including the United States Department of Justice , arising from the conduct described in paragraph 3 herein. Should the United States determine that Google committed (a) any federal crime not described by the conduct alleged in paragraph 3, above, or (b) any federal crime alleged in paragraph 3 but outside the time period set out therein, or (c) any federal crime not reasonably revealed to the United States by evidence now in its possession as a

result of the investigation resulting in the forfeiture described herein, or reasonably obtainable by the United States, then Google shall, in the sole discretion of the United States, thereafter be subject to prosecution for, and/or to forfeitures based upon, any federal crimes of which the United States has knowledge, excluding forfeitures based upon the conduct described in paragraph 3 above. Nothing in this Agreement limits the criminal, civil, and/or forfeiture liability of any natural person for any criminal act committed at any time.

9. This Agreement is binding on Google, any successor entity, and the United States, but except as noted in paragraph 3 above, specifically does not bind any state or local authorities, although the United States will bring its assessment of any cooperation of Google and its compliance with obligations under this Agreement to the attention of the state or local prosecuting offices or regulatory agencies, if requested in writing by Google, or its attorneys. The government will not seek forfeiture of additional funds from Google based on the conduct alleged in paragraph 3, provided that Google satisfies its obligations under this Agreement.

10. This Agreement does not relate to, or address or cover any criminal conduct or forfeiture liability by any entity other than Google.

11. The parties agree that upon its signing by all parties, through representatives indicated below, this Agreement may be made public; however, due to on-going federal criminal and forfeiture investigations or prosecutions relating to persons and entities not described in this Agreement, identities and details of such persons' and entities' conduct will not be publicly released by any of the parties, unless pursuant to court order, court rule, or by the United States publicly filing and conducting criminal and/or forfeiture proceedings, or entering into other settlement Agreement(s).

12. This Agreement sets forth all the terms of the Settlement Agreement and Release of Claim to Property between Google and the United States. No promises, agreements, or conditions have been entered into other than those expressly set forth in this agreement. This Agreement supersedes any prior promises, agreements or conditions between Google and the United States concerning the specific matters and events described. The undersigned represents

and warrants to the Government that he has the authority to enter into this Agreement on behalf of the Company.

ACKNOWLEDGMENTS

I, Albert Gidari, the duly-authorized representative of Google Inc. hereby expressly acknowledge the following: (1) that I have discussed this Agreement with the client; (2) that I have fully explained each one of its terms to such client; (3) that I have fully answered each and every question put to me by my client regarding the Agreement; and (4) that I believe my client completely understands and agrees to all of the Agreement's terms.

11-7-2007 Date	ALBERT GIDARI Attorney for Google Inc., a corporation

ON BEHALF OF THE GOVERNMENT

	United States Attorney's Office for the Eastern District of Missouri
	CATHERINE L. HANAWAY United States Attorney
11-1-07 Date	By: JULIA M. WRIGHT Assistant United States Attorney