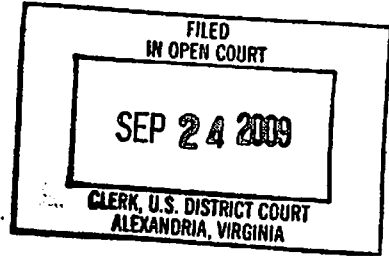


IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)
)
 v.) No. 09-CR-206
)
)
 PRO SIMA INTERNATIONAL,)
)
)
 Defendant.)



PLEA AGREEMENT

Mark W. Pletcher, Finnuala M. Kelleher, and Jessica Covell, Special Assistant United States Attorneys for the Eastern District of Virginia, and Trial Attorneys with the United States Department of Justice, Antitrust Division ("Antitrust Division"), Hays Gorey, Jr., Trial Attorney, Antitrust Division, and Dana J. Boente, United States Attorney for the Eastern District of Virginia and Jack Hanly, Assistant United States Attorney for the Eastern District of Virginia ("EDVA"), the defendant, Pro Sima International ("PSI"), and the defendant's counsel have entered into an agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure. The terms of the agreement are as follows:

1. Offense and Maximum Penalties

PSI, through its authorized representatives, agrees to plead guilty to Count One of the Indictment charging PSI with knowingly and willfully combining, conspiring, confederating and agreeing to commit an offense against the United States, that is bribery, by directly and indirectly, corruptly giving, offering, and promising a thing of value, namely money, to a public official with intent to influence official acts and with intent to induce such public official to do and omit to do acts in violation of that official's lawful duty, in violation of Title 18, United

States Code, Section 371. The maximum corporate penalties for this offense are: (1) a fine in an amount equal to the greatest of \$500,000 or twice the gross pecuniary gain derived from the crime, or twice the gross pecuniary loss caused to the victims of the crime; (2) full restitution; (3) a term of probation not to exceed three (3) years; and (4) a \$400 special assessment. PSI, through its authorized representatives, also agrees to plead guilty to Count Two of the Indictment charging PSI with directly and indirectly, corruptly giving, offering, and promising something of value to a public official with intent to influence official acts and with intent to induce such public official to do and omit to do acts in violation of that official's lawful duty, in violation of Title 18, United States Code, Section 201(b). The maximum corporate penalties for this offense are: (1) a fine in an amount equal to the greatest of \$500,000; three times the monetary equivalent of the thing of value; or twice the gross pecuniary gain derived from the crime, or twice the gross pecuniary loss caused to the victims of the crime; (2) full restitution; (3) a term of probation not to exceed three (3) years; and (4) a \$400 special assessment.

2. Factual Basis for the Plea

The defendant will plead guilty because the defendant is in fact guilty of the charged offenses. PSI, through its authorized representatives, admits the facts set forth in the Statement of Facts filed with this Plea Agreement and agrees that those facts establish guilt of the offenses charged beyond a reasonable doubt. The Statement of Facts, which is hereby incorporated into this Plea Agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the United States Sentencing Guidelines ("Guidelines" or "U.S.S.G.").

3. Assistance and Advice of Counsel

The defendant is satisfied that the defendant's attorney has rendered effective assistance.

The defendant understands that by entering into this agreement, defendant surrenders certain rights as provided in this agreement, including the following rights of criminal defendants:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to introduce testimony and present evidence, and to compel the attendance of witnesses.

4. Role of the Court and the Probation Office

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with Title 18, United States Code, Section 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in United States v. Booker, 543 U.S. 220 (2005), the Court, after considering the factors set forth in Title 18, United States Code, Section 3553(a), may impose a sentence above or below the advisory

sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence.

5. Sentencing Agreement

In accordance with Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the United States and the defendant will jointly recommend, as the appropriate disposition of this case, that the Court impose a sentence, consistent with the United States Sentencing Guidelines as set forth in Appendix A, requiring the defendant to pay to the United States a criminal fine in the amount of \$750,000, without interest pursuant to 18 U.S.C. § 3612(f)(3)(A), and restitution in the amount of \$150,000 ("the recommended sentence"). The parties agree that there exist no aggravating or mitigating circumstances of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree that the recommended sentence set forth in this Plea Agreement is reasonable.

6. Restitution

Defendant agrees to the entry of a restitution order pursuant to Title 18, United States Code, Section 3663(a)(3). The United States and defendant agree that, at this time, they are aware of restitution owed in the amount of \$150,000 to the United States Army Corps of Engineers, Afghanistan Engineer District. As set forth in paragraph 9, defendant agrees to pay its restitution obligation immediately upon the Court's acceptance of its pleas of guilty.

7. Waiver of Appeal, FOIA and Privacy Act Rights

The defendant also understands that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742 or on any ground whatsoever, in exchange for the concessions made by the United States in this Plea Agreement. This agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b). The defendant also hereby waives 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 without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a.

8. Special Assessment

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of four hundred dollars (\$400.00) per count of conviction.

9. Payment of Monetary Penalties

The defendant agrees it will pay its restitution obligation to the United States Army Corps of Engineers, Afghanistan Engineer District, by October 1, 2009. The defendant further agrees it will pay into the Court's registry or other designated account \$50,000 toward its criminal fine by October 10, 2009, followed by payments without interest pursuant to 18 U.S.C. § 3612(f)(3)(A), of \$100,000, beginning on November 20, 2009, and continuing at one month intervals thereafter

until the criminal fine, as imposed by the Court, is paid in full. Furthermore, PSI agrees to provide all of its financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination.

10. Defendant's Cooperation

The defendant and its related entities, Sima Salazar Group, SSG Offshore PLC, SSG, Salazar Co., Salazarco, Sima International, and Pro-Sima, (collectively, "Related Entities") will cooperate fully and truthfully with the United States in the prosecution of this case, the conduct of the current federal investigation of violations of criminal laws involving the bribery of public officials in Iraq and Afghanistan, any other federal investigation resulting therefrom, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party ("Federal Proceeding"). The ongoing, full, and truthful cooperation of the defendant shall include, but not be limited to:

- a. producing to the United States all non-privileged documents, information, and other materials, wherever located, in the possession, custody, or control of the defendant or any of its Related Entities, requested by the United States in connection with any Federal Proceeding;
- b. using its best efforts to secure the ongoing, full, and truthful cooperation, as defined in Paragraph 11 of this Plea Agreement, of the current and former directors, officers, and employees of the defendant or any of its Related Entities, as may be requested by the United States, but excluding Rafic Azar and Nizar Azar, including making these persons available in the United States and at other mutually agreed-upon locations, at the defendant's expense, for interviews and the

provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding.

11. Employees' Cooperation

The ongoing, full, and truthful cooperation of each person described in Paragraph 10(b) will be subject to the procedures and protections of this paragraph, and shall include, but not be limited to:

- a. producing in the United States and at other mutually agreed-upon locations all non-privileged documents, including claimed personal documents, and other materials, wherever located, requested by the United States;
- b. making himself or herself available for interviews in the United States and at other mutually agreed-upon locations, not at the expense of the United States, upon the request of attorneys and agents of the United States;
- c. responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making false statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503, et seq.);
- d. otherwise voluntarily providing the United States with any non-privileged material or information not requested in (a) - (c) of this paragraph that he or she may have that is related to any Federal Proceeding;
- e. when called upon to do so by the United States in connection with any Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the

United States fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503, et seq.); and

- f. agreeing that, if the agreement not to prosecute him or her in this Plea Agreement is rendered void under Paragraph 13(c), the statute of limitations period for any Relevant Offense as defined in Paragraph 13(a) shall be tolled as to him or her for the period between the date of the signing of this Plea Agreement and six (6) months after the date that the United States gave notice of its intent to void its obligations to that person under the Plea Agreement.

12. Immunity from Further Prosecution by the Antitrust Division and EDVA

Subject to the full, truthful, and continuing cooperation of the defendant, as described in Paragraph 10 of this Plea Agreement, and upon the Court's acceptance of the guilty pleas called for by this Plea Agreement and the imposition of sentence, the Antitrust Division and EDVA will not bring further criminal charges against the defendant or any of its Related Entities for any act or offense committed before the date of this Plea Agreement that was undertaken in furtherance of the bribery of United States Army Corps of Engineers' officials in the Gulf Regional District, Baghdad, Iraq or the Afghanistan Engineer District, Kabul, Afghanistan ("Relevant Offense"). The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of violence. Defendant understands that it may be subject to administrative action by federal or state agencies other than the Antitrust

Division or EDVA, based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no way controls whatever action, if any, other agencies may take.

13. Immunity for Certain Employees of the Defendant

The United States agrees to the following:

- a. Subject to the full, truthful, and continuing cooperation of defendant, as described in Paragraph 10 of this Plea Agreement, and upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of sentence, and subject to the exceptions noted in Paragraph 13(c), neither the Antitrust Division nor EDVA will bring further criminal charges against any current or former director, officer, or employee of the defendant or any of its Related Entities for any act or offense committed before the date of this Plea Agreement that was undertaken in furtherance of the Relevant Offense, except that the protections granted in this paragraph shall not apply to Rafic Azar or Nizar Azar.
- b. Should the United States determine that any current or former director, officer, or employee of the defendant or its Related Entities may have information relevant to any Federal Proceeding, the United States may request that person's cooperation under the terms of this Plea Agreement by written request delivered to counsel for the individual (with a copy to the undersigned counsel for the defendant) or, if the individual is not known by the United States to be represented, to the undersigned counsel for the defendant;
- c. If any person requested to provide cooperation under Paragraph 13(b) fails to comply with his or her obligations under Paragraph 11, then the terms of this Plea

Agreement as they pertain to that person, and the agreement not to prosecute that person granted in this Plea Agreement, shall be rendered void;

- d. Except as provided in Paragraph 13(e), information provided by a person described in Paragraph 13(b) to the United States under the terms of this Plea Agreement pertaining to any Relevant Offense, or any information directly or indirectly derived from that information, may not be used against that person in a criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18 U.S.C. § 1503, et seq.);
- e. If any person who provides information to the United States under this Plea Agreement fails to comply fully with his or her obligations under Paragraph 11 of this Plea Agreement, the agreement in Paragraph 13(d) not to use that information or any information directly or indirectly derived from it against that person in a criminal case shall be rendered void; and
- f. The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of violence.

14. Breach of the Plea Agreement and Remedies

This agreement is effective when signed by the defendant, its authorized representatives, and an attorney for the United States. The defendant agrees to entry of this Plea Agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorney). If the defendant withdraws from this agreement, or commits or attempts to

commit any additional federal, state or local crimes, or if any representative intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

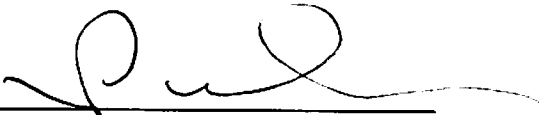
- a. The United States will be released from its obligations under this agreement. The defendant, however, may not withdraw the guilty plea entered pursuant to this agreement;
- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by the defendant or its representatives, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the Plea Agreement by a preponderance of the evidence.

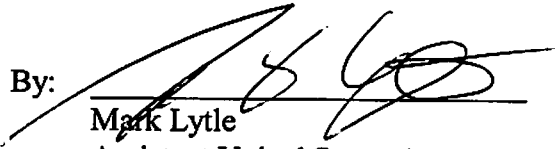
15. Nature of the Agreement and Modifications

This written agreement constitutes the complete Plea Agreement between the United States and the defendant. The defendant and its attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this Plea Agreement, to cause the defendant to plead guilty. Any modification of this Plea Agreement shall be valid only as set forth in writing in a supplemental or revised Plea Agreement signed by all parties. The undersigned corporate representative is authorized to enter this Plea Agreement on behalf of the defendant as evidenced by the Resolutions of the Board of Directors of the defendant attached to, and incorporated by reference in, this Plea Agreement.



By: 
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By:  9/24/09
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Defendant's Signature: As corporate representative for defendant PSI, I have consulted with counsel for the defendant and fully understand all rights of the defendant with respect to the pending criminal indictment. Further, I fully understand all rights with respect to 18 U.S.C. § 3553 and the provisions of the Sentencing Guidelines Manual that may apply in this case. I have read this Plea Agreement and carefully reviewed every part of it with counsel for the defendant. I understand this agreement and voluntarily accept it on behalf of the defendant.

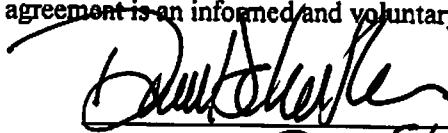
Date: 9/24/09



Peter Saliba
Corporate Representative of PSI

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending criminal indictment. Further, I have reviewed 18 U.S.C. § 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date: 9/24/09



~~Danny Onorato~~ David Schorler
Counsel for the Defendant

APPENDIX A
United States Sentencing Guidelines Calculation

The United States and the defendant understand, agree and stipulate to the following applicable Sentencing Guidelines considerations and factors:

- (a) The November 1, 2008 edition of the Guidelines applies;
- (b) Counts 1 and 2 group pursuant to U.S.S.G. §§8C2.3(b), 3D1.2(a), and the controlling Guideline applicable to Counts 1 and 2 is U.S.S.G. §2C1.1;
- (c) Pursuant to the Guidelines §2C1.1(a)(1), the base offense level is 12;
- (d) The value of the thing obtained and to be obtained by the public official was at least more than \$70,000 but less than \$120,000, and thus an eight-level increase is appropriate pursuant to U.S.S.G. §§2C1.1(b)(2) and 2B1.1(b)(1)(G); and
- (e) The resulting Offense Level is 20, and the base fine is, therefore, \$650,000. U.S.S.G. §8C2.4(a)(1), (d);
- (f) The defendant organization's culpability score is 5 points, calculated as a baseline of 5 points plus 1 point (more than 10 employees and an individual with substantial authority participated in the offense) and minus 1 point (acceptance of responsibility) pursuant to U.S.S.G. §8C2.5(a), (b)(5), (g)(3);
- (g) The defendant organization's minimum fine multiplier is 1 and its maximum fine multiplier is 2 pursuant to U.S.S.G. §8C2.6, and therefore;
- (h) The defendant organization's Guideline fine range is between \$650,000 to \$1.3 million. U.S.S.G. §8C2.7(a), (b).