

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA        )  
  )  
  )        No. 09 CR 1040  
  )        Judge Harry D. Leinenweber  
  )  
  )  
BASSAM HAJYOUSIF                 )

**PLEA AGREEMENT**

1. This Plea Agreement between the Acting United States Attorney for the Northern District of Illinois, GARY S. SHAPIRO, and defendant BASSAM HAJYOUSIF, and his attorney, CAROLYN GURLAND, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

**Charges in This Case**

2. The indictment in this case charges defendant with bank fraud, in violation of Title 18, United States Code, Section 1344 (Counts 1-2), and making false statements to a financial institution, in violation of Title 18, United States Code, Section 1014 (Counts 3-5).
3. Defendant has read the charges against him contained in the indictment, and those charges have been fully explained to him by his attorney.
4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

**Charge to Which Defendant Is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following count of the indictment: Count One, which charges defendant with bank fraud, in violation of Title 18, United States Code, Section 1344.

**Factual Basis**

6. Defendant will plead guilty because he is in fact guilty of the charge contained in Count One of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt:

Beginning in approximately October 1999, and continuing through approximately September 2003, BASSAM HAJYOUSIF and co-defendant Romel Esmail knowingly executed a scheme to defraud Central Illinois Bank, a financial institution, and to obtain moneys and funds owned by and under the custody and control of CIB, by means of materially false and fraudulent pretenses and representations.

Specifically, between approximately October 1999 and September 2003, HAJYOUSIF, together with Esmail, caused and attempted to cause CIB, a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, to lend money for the acquisition and development of properties located at 6 North Michigan Avenue and 59 E. Van Buren Street in Chicago, Illinois, by falsely representing the sales price of the properties, their equity in the projects, and the use of the loan proceeds.

### ***6 North Michigan - Acquisition Loan***

Beginning in approximately October 1999, HAJYOUSIF and Esmail began discussions with CIB to obtain loans to acquire and convert the building at 6 N. Michigan Avenue from offices into residential condominiums. CIB told HAJYOUSIF and Esmail that the bank would only loan approximately 70% of the value of the property or purchase price, whichever was less, and under no circumstances would lend 100% of the purchase price. Thereafter, to induce CIB to lend them what was really 100% of the purchase price, HAJYOUSIF and Esmail falsely represented the amount of the purchase price to CIB.

More specifically, in approximately December 1999, HAJYOUSIF and Esmail secured a contract to purchase the property from the seller, the 6 North Michigan Trust, for approximately \$13,000,000. To support their application for a loan in the amount of \$13,640,000 to acquire the 6 North Michigan property, HAJYOUSIF and Esmail submitted a fictitious purchase agreement, contract, and fraudulent closing statement, all of which falsely represented that the purchase price was \$17,060,000, approximately \$4 million higher than the actual purchase price. HAJYOUSIF signed both the actual closing statement dated December 29, 1999, and a fraudulent closing statement dated December 24, 1999, on behalf of the defendants as buyers of the 6 North Michigan property. The fraudulent documents falsely identified the seller as the “6 North Michigan Partnership,” a name created by Esmail to appear similar to the actual owner of the property, and Esmail signed the name of a fictitious individual, “Steve Berg,” as the seller’s representative. Based upon the false

documents and representations, on December 29, 1999, CIB issued a loan totaling approximately \$13,640,000 to the defendants to acquire 6 North Michigan.

### ***6 North Michigan - Mezzanine Loans***

Following the acquisition of the 6 North Michigan property, HAJYOUSIF and Esmail applied to CIB for a \$30 million loan to fund the construction needed to convert the building into residential condominium units. CIB was not immediately able to fund the construction loan, so between July and December 2000, HAJYOUSIF and Esmail sought and obtained additional loans totaling approximately \$8.5 million to pay for project-related expenses until CIB funded the construction loan. CIB issued these mezzanine loans as the “First Amendment” and “Second Amendment” to the original acquisition loan. Between July 17, 2000 and December 15, 2000, HAJYOUSIF and Esmail obtained and used these loans to fund overhead costs and expenses unrelated to the project by submitting false sworn owner’s statements, false sworn contractor’s statements, and waivers of lien, all of which falsely represented that they spent certain funds in connection with the project for which they were entitled to reimbursement.

### ***First Amendment***

On July 27, 2000, HAJYOUSIF and Esmail submitted to CIB and its escrow agent a contractor statement, owner statement, and attached waivers of lien, to obtain \$4 million in funds for the project. HAJYOUSIF signed the contractor and owner statements, and created fictitious waivers of lien, all of which falsely represented that HAJYOUSIF and Esmail had paid approximately \$3,027,982 of the claimed expenses to subcontractors, when only

approximately \$287,500 of the claimed expenses had been paid. Based upon these misrepresentations, CIB disbursed approximately \$4 million in loan proceeds to the defendants. Approximately \$981,000 of the loan proceeds were used for purposes unrelated to the project, including to: (1) purchase real estate at 59 E. Van Buren (\$600,000); (2) purchase real estate at 54 E. Scott (\$250,000); (3) purchase a Toyota Highlander for Esmail (\$51,000); and (4) make deposits into a T.D. Waterhouse brokerage account belonging to Esmail (\$130,000).

### ***Second Amendment***

On December 15, 2000, HAJYOUSIF and Esmail submitted to CIB and its escrow agent a contractor statement, owner statement, and attached waivers of lien, to obtain \$4.5 million in funds for the project. HAJYOUSIF signed the contractor and owner statements and forged the signatures on the waivers of lien, all of which falsely represented that the \$4.5 million in claimed expenses had been paid on the project, when only \$2.2 million in the claimed expenses had actually been paid. Based upon these misrepresentations, CIB disbursed an additional \$4.5 million in loan proceeds to the defendants. Of the \$4.5 million of loan proceeds, at least \$2.3 million was used for purposes unrelated to the project, including to: (1) purchase real estate at 929 N. Willard for Esmail (\$172,860); (2) make deposits into Esmail's T.D. Waterhouse brokerage account (\$815,000); (3) purchase jewelry for Esmail (\$17,000); and (4) purchase at least \$600,000 of CIB Marine Bancshares stock in the name of Credit Suisse of Chicago LLC – an entity owned by Esmail and HAJ YOUSEF.

### *Construction Loan*

On June 25, 2001, HAJYOUSIF and Esmail obtained a \$44.8 million construction loan from CIB to provide additional funds to complete construction of the project and repay the existing acquisition loans. This construction loan was subsequently increased to approximately \$48.3 million.

Between approximately June 2001 and September 2003, on approximately 14 separate occasions, HAJYOUSIF and Esmail agreed with each other to fraudulently obtain and use these loan proceeds to fund overhead costs and expenses related to the 6 North Michigan project by submitting materially false representations and statements to CIB in which they falsely represented that certain work had been performed on the project in order to obtain disbursement of loan proceeds, commonly referred to as “draws.” On each occasion, prior to the submission of these false misrepresentations, HAJYOUSIF and Esmail discussed the need to obtain additional funds for purposes unrelated to the requested disbursement and agreed to submit false owner statements, contractor statements, and waivers of lien to obtain these funds. On each occasion, they falsely represented that either certain work had been performed on 6 North Michigan or that specified funds had been disbursed for particularly identified work on the project, when they knew that not all of the described work had been performed, nor had all the described disbursements been made. Although a portion of the loan proceeds were used to pay for cost over-runs and other unbudgeted project expenses, HAJYOUSIF and Esmail concealed their intended use of the loan proceeds when they sought

and obtained these construction draws. Based upon these misrepresentations, CIB disbursed additional funds to the defendants.

***59 East Van Buren***

Beginning in approximately June 2000, and continuing through approximately August 2000, HAJYOUSIF and Esmail applied to CIB for a commercial loan of approximately \$8 million to purchase and develop a building located at 59 East Van Buren, by falsely representing to CIB that the purchase price was \$13.25 million when the purchase price was approximately \$8 million.

To advance the scheme to defraud, on approximately August 15, 2000, HAJYOUSIF and Esmail provided CIB with fictitious purchase and sale agreements dated July 31, 2000, and August 15, 2000, together with a document which represented that they were providing at least \$6,392,000 in equity towards the purchase of 59 E. Van Buren. On August 15, 2000, HAJYOUSIF and Esmail obtained the 59 E. Van Buren property for approximately \$8.1 million. On June 5, 2000, HAJYOUSIF and Esmail signed two actual purchase and sale agreements in the amount of approximately \$8.1 to obtain a deed to the building located at 59 E. Van Buren and \$1 to obtain a separate deed to the adjacent parking. HAJYOUSIF and Esmail also signed the fraudulent purchase and sale agreement dated July 31, 2000, which falsely represented that they purchased the parking lot for \$4,550,000 rather than the \$1 they actually paid; and a fraudulent contract dated August 15, 2000, to purchase the building at 59 E. Van Buren for \$8,700,000 rather than the actual sales price of approximately \$8,100,000. Both fraudulent contracts also bore the forged signature of the seller. Based

upon the false documents and representations, on August 15, 2000, CIB issued a loan totaling \$8,000,000 to the defendants to acquire 59 E. Van Buren.

HAYOUSIF's and Esmail's conduct caused a loss to CIB of approximately \$48.8 million.

7. The foregoing facts are set forth solely to assist the Court in determining whether a factual basis exists for defendant's plea of guilty and criminal forfeiture, and are not intended to be a complete or comprehensive statement of all the facts within defendant's personal knowledge regarding the charged crimes and related conduct.

#### **Maximum Statutory Penalties**

8. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 30 years' imprisonment. Pursuant to Title 18, United States Code, Section 3561, defendant may not be sentenced to a term of probation for this offense. This offense also carries a maximum fine of \$1,000,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than five years.

b. Defendant further understands that the Court must order restitution to the victims of the offense in an amount determined by the Court.

c. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in addition to any other penalty or restitution imposed.



### Sentencing Guidelines Calculations

9. Defendant understands that in imposing sentence the Court will be guided by the United States Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in determining a reasonable sentence.

10. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points, except as specified below:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2011 Guidelines Manual.

b. **Offense Level Calculations.**

i. The base offense level is 7, pursuant to Guideline § 2B1.1(a)(1).

ii. Pursuant to Guideline § 2B1.1(b)(1)(L), the base offense level is increased by 22 levels to reflect a loss of approximately \$48,800,000, which is more than \$20,000,000 but less than \$50,000,000.

iii. The government's position is that the offense substantially jeopardized the safety and soundness of a financial institution, and consequently, the base offense level is increased by 4 levels pursuant to Guideline §3A1.1(b)(15)(b)(I). Defendant disagrees that this enhancement applies.

iv. The use of false documents, fictitious names, and shell entities, constituted sophisticated means pursuant to Guideline §2B1.1(b)(10)(C), resulting in a 2 level increase of the offense level.

v. Defendant's position is that he was a minor participant in the criminal activity pursuant to Guideline §3B1.2(b) resulting in a 2 level decrease of the offense level. The government disagrees that this Guideline provision applies.

vi. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

vii. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the government's position is that the anticipated offense level is 32 which, when combined with the anticipated criminal history category of I, results in an anticipated advisory Sentencing Guidelines range of either 121 to 151 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

e. Defendant and his attorney and the government acknowledge that the above Guideline calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional Guideline provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

f. Both parties expressly acknowledge that this Agreement is not governed by Fed.R.Crim.P. 11(c)(1)(B), and that errors in applying or interpreting any of the Sentencing Guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the Guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

### **Cooperation**

11. Defendant agrees he will fully and truthfully cooperate in any matter in which he is called upon to cooperate by a representative of the United States Attorney's Office for the Northern District of Illinois. This cooperation shall include providing complete and truthful information in any investigation and pre-trial preparation and complete and truthful testimony in any criminal, civil, or administrative proceeding.

### **Agreements Relating to Sentencing**

12. At the time of sentencing, the government shall make known to the sentencing judge the extent of defendant's cooperation. If the government determines that defendant has continued to provide full and truthful cooperation as required by this Agreement, then the government shall move the Court, pursuant to Guideline § 5K1.1, to depart downward from the low end of the applicable Guideline range, and shall recommend a sentence that includes a term of imprisonment in the custody of the Bureau of Prisons of 66 percent of the low end

of the applicable Guideline range. Defendant shall be free to recommend any sentence. Defendant understands that the decision to depart from the applicable Guidelines range rests solely with the Court.

13. If the government does not move the Court, pursuant to Sentencing Guideline § 5K1.1, to depart from the applicable Guideline range, as set forth above, the preceding paragraph of this Agreement will be inoperative, both parties shall be free to recommend any sentence, and the Court shall impose a sentence taking into consideration the factors set forth in 18 U.S.C. § 3553(a) as well as the Sentencing Guidelines without any downward departure for cooperation pursuant to § 5K1.1. Defendant may not withdraw his plea of guilty because the government has failed to make a motion pursuant to Sentencing Guideline § 5K1.1.

14. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

15. Regarding restitution, defendant acknowledges that the total amount of restitution owed to the victim is \$48,800,000, minus any credit for funds repaid prior to sentencing, and that pursuant to Title 18, United States Code, § 3663A, the Court must order defendant, together with any jointly liable co-defendants, to make full restitution in the amount outstanding at the time of sentencing.

16. Restitution shall be due immediately, and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States

Code, Section 3664(k), he is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect his ability to pay restitution.

17. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

18. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

19. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment as to defendant.

### **Acknowledgments and Waivers Regarding Plea of Guilty**

#### **Nature of Agreement**

20. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 09 CR 1040.

21. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations

of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

### **Waiver of Rights**

22. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after

hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt and that it was to consider each count of the indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

viii. With respect to forfeiture, defendant understands that if the case were tried before a jury, he would have a right to retain the jury to determine whether the



government had established the requisite nexus between defendant's offense and any specific property alleged to be subject to forfeiture.

b. **Waiver of appellate and collateral rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal his conviction and the sentence imposed. Acknowledging this, if the government makes a motion at sentencing for a downward departure pursuant to Sentencing Guideline § 5K1.1, defendant knowingly waives the right to appeal his conviction, any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of restitution or forfeiture, in exchange for the concessions made by the United States in this Agreement. In addition, if the government makes a motion at sentencing for a downward departure pursuant to Sentencing Guideline § 5K1.1, defendant also waives his right to challenge his conviction and sentence, and the manner in which the sentence was determined, and (in any case in which the term of imprisonment and fine are within the maximums provided by statute) his attorney's alleged failure or refusal to file a notice of appeal, in any collateral attack or future challenge, including but not limited to a motion brought under Title 28, United States Code, Section 2255. The waiver in this paragraph does not apply to a claim of involuntariness, or ineffective assistance of counsel, which relates directly to this waiver or to its negotiation, nor does it prohibit defendant from seeking a

reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

c. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

**Presentence Investigation Report/Post-Sentence Supervision**

23. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing, including the nature and extent of defendant's cooperation.

24. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence

for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

25. For the purpose of monitoring defendant's compliance with his obligations to pay a fine and restitution during any term of supervised release to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

#### **Other Terms**

26. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

27. Defendant understands that pursuant to Title 12, United States Code, Sections 1785(d) and 1829, his conviction in this case will prohibit him from directly or indirectly participating in the affairs of any financial institution insured by the National Credit Union Share Insurance Fund or the Federal Deposit Insurance Corporation, except with the prior written consent of the National Credit Union Administration Board or the FDIC and, during

the ten years following his conviction, the additional approval of this Court. Defendant further understands that if he knowingly violates this prohibition, he may be punished by imprisonment for up to five years, and a fine of up to \$1,000,000 for each day the prohibition is violated.

### **Conclusion**

28. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

29. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

30. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

31. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

32. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: \_\_\_\_\_

\_\_\_\_\_  
GARY S. SHAPIRO  
Acting United States Attorney

\_\_\_\_\_  
BASSAM HAJ YOUSIF  
Defendant

\_\_\_\_\_  
PATRICK J. KING, JR.  
Assistant U.S. Attorney

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CAROLYN GURLAND  
Attorney for Defendant