UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

UNITED STATES OF AMERICA	**Criminal No.** 4:21-CR-0002-RSB-CLR
v.	**Filed:** 01/04/2021
ARGOS USA LLC, **f.k.a. ARGOS READY MIX LLC,**	**Violation:** 15 U.S.C. § 1
Defendant.	

DEFERRED PROSECUTION AGREEMENT

The United States Department of Justice, Antitrust Division ("United States") and ARGOS USA LLC (the "Company"), a limited liability company organized and existing under the laws of Delaware, by and through its undersigned representative, pursuant to authority granted by its board of managers, enter into this Deferred Prosecution Agreement (the "Agreement"), the terms and conditions of which are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the United States will file a one-count Information in the United States District Court for the Southern District of Georgia. The Information will charge the Company with entering into and engaging in a combination and conspiracy to suppress and eliminate competition by fixing prices, rigging bids, and allocating markets for sales of ready-mix concrete in the Southern District of Georgia and elsewhere, which conspiracy began as early as 2010 and continued until in or about July 2016, in violation of the Sherman Act, 15 U.S.C. § 1. In so doing, the Company: (a) knowingly and voluntarily waives its right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution; Title 18, U.S. Code, Section 3161; and Federal Rule

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Southern District of Georgia. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Southern District of Georgia.

By: _____ Date: _____

President

ARGOS USA LLC

By: _____ Date: _____

General Counsel

ARGOS USA LLC

Attachment E: Certification

To: United States Department of Justice
Antitrust Division
Attention: James J. Fredricks, Chief, Washington Criminal II Section

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 21 of the Deferred Prosecution Agreement filed on January 4, 2021 in the U.S. District Court for the Southern District of Georgia, by and between the United States Department of Justice, Antitrust Division ("United States") and ARGOS USA LLC (the "Company") dated January 4, 2021 (the "Agreement"), that the undersigned are aware of the Company's and the Parent Entities' disclosure obligations under Paragraph 7 of the Agreement and that the Company and the Parent Entities have disclosed to the United States any and all evidence or allegations of conduct required pursuant to Paragraph 7 of the Agreement, which includes evidence or allegations that may constitute a violation of the Sherman Act, 15 U.S.C. § 1 ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's and the Parent Entities' compliance program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other sources and processes. The undersigned further acknowledge and agree that the reporting requirement contained in Paragraph 7 and the representations contained in this certification constitute a significant and important component of the Agreement and the United States' determination whether the Company and the Parent Entities have satisfied their obligations under the Agreement.

The undersigned hereby certify respectively that he is the President and that he is the General Counsel of the Company and that each has been duly authorized by the Company and the Parent Entities to sign this Certification on behalf of the Company and the Parent Entities.

and internal controls are reasonably designed to detect and prevent violations of the criminal antitrust laws.

3. The first follow-up review and report shall be completed by no later than one year after the initial report is submitted to the United States. The final follow-up review and report shall be completed and delivered to the United States no later than thirty (30) days before the end of the Term.

4. The reports likely will include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation and impede pending or potential government investigations, and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the United States determines in its sole discretion that disclosure would be in furtherance of the United States' discharge of its duties and responsibilities or is otherwise required by law.

5. The Company and the Parent Entities may extend the time period for submission of any of the follow-up reports with prior written approval of the United States.

Attachment D: Compliance Reporting Requirements

As part of the Deferred Prosecution Agreement between ARGOS USA LLC (the "Company") and the United States Department of Justice, Antitrust Division ("United States") dated January 4, 2021 (the "Agreement"), the Company and the Parent Entities agree that they will report to the United States regarding remediation and implementation of the Company's compliance program, including policies, procedures, and internal controls described in Attachment C. During the three-year Term, the Company and the Parent Entities shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two (2) follow-up reviews and reports, as described below:

1. By no later than one year from the Effective Date of the Agreement, the Company and the Parent Entities shall submit to the United States a written report, certified by the Company and the Parent Entities, setting forth a complete description of the Company's remediation efforts to date, its proposals reasonably designed to improve the Company's policies, procedures, and internal controls for ensuring compliance with the criminal antitrust laws, and the proposed scope of the subsequent reviews. The report shall be transmitted to James J. Fredricks, Chief, Washington Criminal II Section, Antitrust Division, U.S. Department of Justice, 450 Fifth Street NW, Washington, DC 20530. The Company may extend the time period for issuance of the report with prior written approval of the United States.

2. Unless the early termination provision of Paragraph 16 of the Agreement is triggered, the Company and the Parent Entities shall undertake at least two follow-up reviews, and the Company and the Parent Entities shall submit to the United States a written report setting forth a complete description of each follow-up review. The follow-up reviews and reports shall incorporate comments from the United States on the Company's and the Parent Entities' prior reviews and reports, to further monitor and assess whether the Company's policies, procedures,

6. *Monitoring and Auditing.* The Company will conduct regular monitoring and auditing of its antitrust compliance program to ensure that the program is fully implemented and followed. If the Company's monitoring and auditing functions detect potential violations, the individual(s) responsible for the compliance program will report the potential violations to the Company's governing authority. The Company will also revise its policies, procedures, and internal controls as appropriate to reflect the results and findings of monitoring and audit activities.
7. *Reporting and Guidance.* The Company will implement an effective and confidential system for communication that employees may use to seek guidance, raise concerns, or report potential antitrust violations anonymously and confidentially without fear of retaliation. The system will be widely disseminated to all relevant employees and will be designed to respond promptly to all communications. The Company will maintain detailed records of any communications through this system and how those communications were addressed.
8. *Incentives and Discipline.* The importance of antitrust compliance will be reflected in the Company's employee evaluation, incentive, and compensation structure. The Company will discipline employees, managers, and senior executives as appropriate for antitrust compliance failures.
9. *Remediation.* The Company shall have procedures in place to address failures in the Company's antitrust compliance program and to communicate changes in its polices to employees.

3. *Responsibility for the Compliance Program.* The Company will assign responsibility to one or more senior leaders in the Company with sufficient background and competence in antitrust law for the implementation and oversight of the antitrust compliance program. Those responsible for the Company's antitrust compliance program will be provided with sufficient autonomy, authority, and seniority within the Company's governance structure to effectuate the compliance program.

4. *Periodic Risk-Based Reviews.* The Company will conduct periodic antitrust risk assessments to ensure that its antitrust compliance program, including internal controls, is tailored to the Company's individual circumstances. In undertaking such risk assessments, the Company will review its policies and procedures and make any necessary adjustments and updates based on changes in the Company's operations, circumstances, legal developments, and industry practices.

5. *Training and Communication.* The Company has or will develop an antitrust compliance training program tailored to the Company's specific antitrust risks and will periodically update the program to ensure that it reflects the Company's current antitrust policies and reporting procedures and legal, technical, or marketplace developments. The audience, timing, frequency, form, and content of the Company's antitrust training should be commensurate with the Company's operations and circumstances. The Company should make certain that all relevant employees (regardless of management level or location) understand the antitrust training and when and how to report a possible antitrust violation. Training may include participation and compliance certifications as appropriate. The Company will also maintain detailed records of training and compliance-related communications.

Attachment C: Corporate Compliance Program

As part of the Deferred Prosecution Agreement between ARGOS USA LLC (the "Company") and the United States Department of Justice, Antitrust Division ("United States") dated January 4, 2021 (the "Agreement"), and to address any deficiencies in the Company's compliance program, including its policies, procedures, and internal controls relating to compliance with the Sherman Act, 15 U.S.C. § 1, and other applicable antitrust laws and regulations, the Company agrees to continue to conduct, in a manner consistent with all of the Company's obligations under this Agreement, appropriate reviews of its existing policies, procedures, and internal controls.

Where necessary and appropriate, the Company agrees to modify its compliance program, including compliance policies and procedures designed to ensure the prevention and detection of antitrust violations. At a minimum, this should include, but not be limited to, the following elements:

1. *Design and Comprehensiveness.* The Company has or will develop compliance policies and procedures reasonably designed to prevent antitrust violations. The policies and procedures should be integrated into the Company's business practices and reinforced through appropriate internal controls specifically tailored to the Company's business. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Company.
2. *Culture of Compliance.* The Company's senior leadership as a whole, through words and actions, will work to foster a culture of compliance throughout the organization. Senior leadership across the organization are and will be held accountable for failures in the Company's antitrust compliance.

4. The President of CEMENTOS ARGOS, Juan Esteban Calle, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the President of CEMENTOS ARGOS, Juan Esteban Calle, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on its behalf.

Date: January 4, 2021

By: _____
Corporate Secretary

CEMENTOS ARGOS S.A.

Attachment B-3: Certificate of CEMENTOS ARGOS S.A.

WHEREAS, ARGOS USA LLC (the "Company"), as well as ARGOS NORTH AMERICA CORP. and CEMENTOS ARGOS S.A. ("CEMENTOS ARGOS") have been engaged in discussions with the United States Department of Justice, Antitrust Division ("United States") regarding issues arising in relation to the conduct described in Attachment A; and

WHEREAS, in order to resolve such discussions, it is proposed that CEMENTOS ARGOS agrees to be bound by certain specified terms and obligations in the Company's Deferred Prosecution Agreement with the United States dated January 4, 2021 (the "Agreement") (the "Parent Obligations"); and

WHEREAS, CEMENTOS ARGOS' María Isabel Echeverri, Vice President – Legal and Sustainability, together with outside counsel for CEMENTOS ARGOS, have advised the Board of Directors of CEMENTOS ARGOS on the meaning and implications of the Agreement, including the Parent Obligations;

Therefore, the Board of Directors has RESOLVED that:

1. CEMENTOS ARGOS (a) acknowledges the filing of the one-count Information charging its indirect subsidiary ARGOS USA LLC with violating Section One of the Sherman Act, 15 U.S.C. § 1, and (b) agrees to be bound by the Parent Obligations;

2. CEMENTOS ARGOS accepts and will comply with all of the terms and conditions contained in the Agreement and its attachments that affect or bind CEMENTOS ARGOS;

3. The President of CEMENTOS ARGOS, Juan Esteban Calle, is hereby authorized, empowered and directed, on behalf of CEMENTOS ARGOS, to agree to be bound by the Parent Obligations substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Vice President – Legal and Sustainability of CEMENTOS ARGOS, María Isabel Echeverri, may approve;

at this meeting with such changes as the General Counsel of ARGOS NORTH AMERICA, Mark Prybylski, may approve;

4. The President of ARGOS NORTH AMERICA, William Wagner, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the President of ARGOS NORTH AMERICA, William Wagner, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on its behalf.

Date: January 4, 2021

By: _____
Corporate Secretary
ARGOS NORTH AMERICA CORP.

Attachment B-2: Certificate of ARGOS NORTH AMERICA CORP.

WHEREAS, ARGOS USA LLC (the "Company"), as well as ARGOS NORTH AMERICA CORP. ("ARGOS NORTH AMERICA") and CEMENTOS ARGOS S.A. have been engaged in discussions with the United States Department of Justice, Antitrust Division ("United States") regarding issues arising in relation to the conduct described in Attachment A; and

WHEREAS, in order to resolve such discussions, it is proposed that ARGOS NORTH AMERICA agrees to be bound by certain specified terms and obligations in the Company's Deferred Prosecution Agreement with the United States dated January 4, 2021 (the "Agreement") (the "Parent Obligations"); and

WHEREAS, ARGOS NORTH AMERICA President, William Wagner, together with outside counsel for ARGOS NORTH AMERICA, have advised the Board of Directors of ARGOS NORTH AMERICA on the meaning and implications of the Agreement, including the Parent Obligations;

Therefore, the Board of Directors has RESOLVED that:

1. ARGOS NORTH AMERICA (a) acknowledges the filing of the one-count Information charging its direct subsidiary ARGOS USA LLC with violating Section One of the Sherman Act, 15 U.S.C. § 1, and (b) agrees to be bound by the Parent Obligations;

2. ARGOS NORTH AMERICA accepts and will comply with all of the terms and conditions contained in the Agreement and its attachments that affect or bind ARGOS NORTH AMERICA;

3. The President of ARGOS NORTH AMERICA, William Wagner, is hereby authorized, empowered and directed, on behalf of ARGOS NORTH AMERICA, to agree to be bound by the Parent Obligations substantially in such form as reviewed by this Board of Directors

4. The President of the Company, William Wagner, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the President of the Company, William Wagner, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: January 4, 2021

By: _____
Corporate Secretary
ARGOS USA LLC

Attachment B-1: Certificate of ARGOS USA LLC

WHEREAS, ARGOS USA LLC (the "Company"), as well as ARGOS NORTH AMERICA CORP. and CEMENTOS ARGOS S.A. ("Parent Entities") have been engaged in discussions with the United States Department of Justice, Antitrust Division ("United States") regarding issues arising in relation to the conduct described in Attachment A; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a Deferred Prosecution Agreement with the United States dated January 4, 2021 (the "Agreement"); and

WHEREAS, the Company's General Counsel, Mark Prybylski, together with outside counsel for the Company, have advised the Board of Managers of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such Agreement with the United States;

Therefore, the Board of Managers has RESOLVED that:

1. The Company (a) acknowledges the filing of the one-count Information charging the Company with violating Section One of the Sherman Act, 15 U.S.C. § 1; (b) waives indictment on such charges and enters into the Agreement with the United States; and (c) agrees to pay a monetary penalty in the amount of $20,024,015 to the United States Treasury with respect to the conduct described in Attachment A;

2. The Company accepts and will comply with all of the terms and conditions contained in the Agreement and its attachments;

3. The President of the Company, William Wagner, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel of the Company, Mark Prybylski, may approve;

G. Obtained the economic benefits of the charged conspiracy by receiving and accepting payments for ready-mix concrete sold through contracts and on projects that were affected by the conspiracy.

During the Relevant Period, ready-mix concrete sold by one or more conspirators, and ingredients, equipment, and supplies necessary to the production and distribution of ready-mix concrete, as well as payments for ready-mix concrete, traveled in interstate commerce. The business activities of the Company and its co-conspirators in connection with the production and/or sale of ready-mix concrete affected by the charged conspiracy were within the flow of, and substantially affected, interstate trade and commerce.

Acts in furtherance of this conspiracy were carried out within the Southern District of Georgia. The conspiratorial communications described above took place in this District and elsewhere, and the ready-mix concrete that was the subject of the charged conspiracy was sold by one or more of the conspirators to customers in this District and elsewhere.

and Hilton Head Island, South Carolina) in violation of the Sherman Act, 15 U.S.C. § 1. During the Relevant Period, the Company had over fifty (50) employees, and its sales of ready-mix concrete affected by the charged offense totaled at least $83,433,397.

For the purpose of forming and carrying out the charged combination and conspiracy, the Company and its co-conspirators did those things that they combined and conspired to do, including, among other things:

A. Used Pedrick as a conduit to exchange price-increase letters and other pricing and job-related information between the Company and its co-conspirators for the purpose of coordinating price increases, rigging bids, and allocating jobs;

B. Issued price-increase letters to ready-mix concrete customers, which letters reflected the price increases agreed-upon by the Company and its co-conspirators;

C. Allocated specific ready-mix concrete jobs, including but not limited to allocation between the Company and Evans Concrete, LLC, of jobs in the Statesboro, Georgia, area;

D. Allocated specific ready-mix concrete jobs, including but not limited to allocation between Greg Melton and David Melton of another conspirator-company of residential jobs;

E. Agreed to charge ready-mix concrete customers fuel surcharges and environmental fees;

F. Submitted quotes and bids to ready-mix concrete customers at collusive and noncompetitive prices; and

Attachment A: Statement of Facts

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Antitrust Division ("United States") and ARGOS USA LLC (the "Company"). The Company hereby agrees and stipulates that the following information is true and accurate. The Company admits, accepts, and acknowledges that it is responsible for the acts of its employees, as set forth below. Should the United States pursue the prosecution that is deferred by the Agreement, the Company agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any criminal proceeding. The following facts establish beyond a reasonable doubt the charges set forth in the Information.

From in or around October 2011 until in or about July 2016 (the "Relevant Period"), the Company, a limited liability company organized and existing under the laws of Delaware with its principal place of business in Alpharetta, Georgia, was engaged in the sale of ready-mix concrete in the Southern District of Georgia and elsewhere.

In or around October 2011, the Company acquired the assets of a ready-mix concrete supplier which operated in the Southern District of Georgia and elsewhere. Upon the acquisition, the Company employed Gregory Hall Melton ("Greg Melton") as the division manager of ready-mix concrete sales for its local sales office in Pooler, Georgia, and James Clayton Pedrick ("Pedrick") as a cement salesperson, selling cement to ready-mix concrete suppliers in the Southern District of Georgia and elsewhere.

During the Relevant Period, the Company through its employees, primarily Greg Melton and Pedrick, conspired with other persons and entities engaged in the sale of ready-mix concrete to suppress and eliminate competition by agreeing to fix prices, rig bids, and allocate markets for sales of ready-mix concrete in the greater Savannah, Georgia, area (including Statesboro, Georgia,

CEMENTOS ARGOS S.A. - CERTIFICATE OF COUNSEL

I am counsel for CEMENTOS ARGOS S.A. ("CEMENTOS ARGOS") in the matter covered by this Deferred Prosecution Agreement (the "Agreement"). In connection with such representation, I have examined relevant documents and have discussed the Agreement, including the Parent Obligations specified in the Agreement, with the CEMENTOS ARGOS Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of CEMENTOS ARGOS has been duly authorized to agree on behalf of CEMENTOS ARGOS to be bound by the Parent Obligations and that this agreement on behalf of CEMENTOS ARGOS to be bound by the Parent Obligations has been duly and validly authorized, executed, and delivered on behalf of CEMENTOS ARGOS and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of the Agreement, including the Parent Obligations, with the Board of Directors and the President of CEMENTOS ARGOS and have fully advised them on the meaning and implications of the Agreement, including the Parent Obligations. To my knowledge, the decision of CEMENTOS ARGOS to be bound by the Parent Obligations, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: January 4, 2021__

By: _____

Renata B. Hesse
Steven L. Holley
Sophia A. Vandergrift
SULLIVAN & CROMWELL LLP

Counsel for CEMENTOS ARGOS S.A.

CEMENTOS ARGOS S.A. - COMPANY OFFICER'S CERTIFICATE

I have read the Deferred Prosecution Agreement (the "Agreement"), including the Parent Obligations specified in the Agreement, and carefully reviewed every part of it with outside counsel for CEMENTOS ARGOS S.A. ("CEMENTOS ARGOS") and received advice concerning its meaning and implications. I understand the terms of the Agreement and voluntarily agree, on behalf of CEMENTOS ARGOS, to be bound by the Parent Obligations. Before signing this Agreement, I consulted outside counsel for CEMENTOS ARGOS. Counsel fully advised me of the rights of CEMENTOS ARGOS and the consequences of agreeing to the Parent Obligations.

I have carefully reviewed the terms of the Agreement, including the Parent Obligations, with the Board of Directors of CEMENTOS ARGOS and caused outside counsel for CEMENTOS ARGOS to advise the Board of Directors fully with regard to the meaning and implications of the Agreement, including the Parent Obligations.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has in any way threatened or forced me or to my knowledge any other person to authorize CEMENTOS ARGOS to be bound by the Parent Obligations. I am also satisfied with outside counsel's representation in this matter. I certify that I am the President of CEMENTOS ARGOS and that I have been duly authorized by CEMENTOS ARGOS to execute this Agreement on its behalf.

Date: January 4, 2021

CEMENTOS ARGOS S.A.

By: _____

Juan Esteban Calle
President

ARGOS NORTH AMERICA CORP. - CERTIFICATE OF COUNSEL

I am counsel for ARGOS NORTH AMERICA CORP. ("ARGOS NORTH AMERICA") in the matter covered by this Deferred Prosecution Agreement (the "Agreement"). In connection with such representation, I have examined relevant documents and have discussed the Agreement, including the Parent Obligations specified in the Agreement, with the ARGOS NORTH AMERICA Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of ARGOS NORTH AMERICA has been duly authorized to agree on behalf of ARGOS NORTH AMERICA to be bound by the Parent Obligations and that this agreement on behalf of ARGOS NORTH AMERICA to be bound by the Parent Obligations has been duly and validly authorized, executed, and delivered on behalf of ARGOS NORTH AMERICA and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of the Agreement, including the Parent Obligations, with the Board of Directors and the President of ARGOS NORTH AMERICA and have fully advised them on the meaning and implications of the Agreement, including the Parent Obligations. To my knowledge, the decision of ARGOS NORTH AMERICA to be bound by the Parent Obligations, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: January 4, 2021

By: Howard Feller

Howard Feller
J. Brent Justus
Casey Erin Lucier
Jason H. Cowley
McGuireWoods LLP

Counsel for ARGOS NORTH AMERICA CORP.

ARGOS NORTH AMERICA CORP. - COMPANY OFFICER'S CERTIFICATE

I have read the Deferred Prosecution Agreement (the "Agreement"), including the Parent Obligations specified in the Agreement, and carefully reviewed every part of it with outside counsel for ARGOS NORTH AMERICA CORP ("ARGOS NORTH AMERICA") and received advice concerning its meaning and implications. I understand the terms of the Agreement and voluntarily agree, on behalf of ARGOS NORTH AMERICA, to be bound by the Parent Obligations. Before signing this Agreement, I consulted outside counsel for ARGOS NORTH AMERICA. Counsel fully advised me of the rights of ARGOS NORTH AMERICA and the consequences of agreeing to the Parent Obligations.

I have carefully reviewed the terms of the Agreement, including the Parent Obligations, with the Board of Directors of ARGOS NORTH AMERICA and caused outside counsel for ARGOS NORTH AMERICA to advise the Board of Directors fully with regard to the meaning and implications of the Agreement, including the Parent Obligations.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has in any way threatened or forced me or to my knowledge any other person to authorize ARGOS NORTH AMERICA to be bound by the Parent Obligations. I am also satisfied with outside counsel's representation in this matter. I certify that I am the President of ARGOS NORTH AMERICA and that I have been duly authorized by ARGOS NORTH AMERICA to execute this Agreement on its behalf.

Date: January 4, 2021

ARGOS NORTH AMERICA CORP.

By: _____

William Wagner
President

ARGOS USA LLC - CERTIFICATE OF COUNSEL

I am counsel for ARGOS USA LLC (the "Company") in the matter covered by this Deferred Prosecution Agreement (the "Agreement"). In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Managers. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Managers and the President of the Company. I have fully advised them of the rights of the Company, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Managers, is an informed and voluntary one.

Date: January 4, 2021

By: Howard Feller

Howard Feller
J. Brent Justus
Casey Erin Lucier
Jason H. Cowley
McGuireWoods LLP

Counsel for ARGOS USA LLC

ARGOS USA LLC - COMPANY OFFICER'S CERTIFICATE

I have read the Deferred Prosecution Agreement (the "Agreement") and carefully reviewed every part of it with outside counsel for ARGOS USA LLC (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Managers of the Company. I have advised and caused outside counsel for the Company to advise the Board of Managers fully of the rights of the Company, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the President of the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: January 4, 2021

ARGOS USA LLC

By: _____

William Wagner
President

Date: January 4, 2021

By: _____

William Wagner
President

ARGOS USA LLC

By: _____

Howard Feller
J. Brent Justus
Casey Erin Lucier
Jason H. Cowley
McGUIREWOODS LLP

Counsel for ARGOS USA LLC

Respectfully submitted,

By: _____

Matthew Stegman
Patrick Brown
Julia Maloney
Trial Attorneys

United States Department of Justice
Antitrust Division
450 Fifth Street NW
Washington, DC 20530
Tel.: 202-307-0520

By: _____

E. Greg Gilluly, Jr.
Assistant United States Attorney
Deputy Chief, Criminal Division
Southern District of Georgia

authorities. If the court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

26. Any notice to the United States under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to James J. Fredricks, Chief, Washington Criminal II Section, Antitrust Division, U.S. Department of Justice, 450 Fifth Street NW, Washington, DC 20530. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to General Counsel, Argos USA, LLC, 3015 Windward Plaza, Suite 300, Alpharetta, GA, 30005. Notice shall be effective upon actual receipt by the United States or the Company.

Entirety of Agreement

27. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and the Parent Entities and the United States. No amendments, modifications, or additions to this Agreement shall be valid unless they are in writing and signed by the United States, the attorneys for the Company and the Parent Entities, and duly authorized representatives of the Company and the Parent Entities.

contained in the Statement of Facts will be imputed to the Company or the Parent Entities for the purpose of determining whether the Company or the Parent Entities have breached this Agreement shall be at the sole discretion of the United States. If the United States determines that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the United States shall so notify the Company and the Parent Entities, and the Company and the Parent Entities may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts, provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company or the Parent Entities in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company or the Parent Entities.

24. The Company and the Parent Entities agree that if the Company or any of the Parent Entities issue a press release or hold any press conference in connection with this Agreement, the Company or the Parent Entities shall first consult the United States to determine: (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the United States and the Company, and (b) whether the United States has any objection to the release or proposed statements.

Limitations on Binding Effect of Agreement

25. This Agreement is binding on the Company and the United States Department of Justice, Antitrust Division, and the Parent Entities with respect to the Parent Obligations, but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or any other

as described above, the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the United States at least thirty (30) business days prior to undertaking any such Material sale, merger, transfer, or other change in corporate form. The United States shall notify the Company in writing within fifteen (15) business days of receiving such notification its determination whether the transaction(s) will have the effect of circumventing or frustrating the purposes of this Agreement. If the United States does not respond to such notification within fifteen (15) business days, the transaction(s) at issue shall be deemed not to have the effect of circumventing or frustrating the purposes of this Agreement. If at any time during the Term the Company engages in a transaction that has the effect of circumventing or frustrating the purposes of this Agreement, the United States may deem it a breach pursuant to Paragraphs 17-21 of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction(s), so long as such indemnification does not have the effect of circumventing or frustrating the purposes of this Agreement, as determined by the United States in its sole discretion.

Public Statements by the Company and the Parent Entities

23. The Company and the Parent Entities expressly agree that they shall not, through present or future attorneys, officers, directors, employees, agents, or any other person authorized to speak for the Company or the Parent Entities, make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or as described in the Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company and the Parent Entities described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 17-21 of this Agreement. The decision whether any public statement by any such person contradicting a fact

General Counsel, will certify to the United States that the Company and the Parent Entities have met the disclosure obligations set forth in Paragraph 7 of this Agreement. Each certification will be deemed a material statement and representation by the Company or the Parent Entities to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form

22. The Company agrees that, during the Term, if it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are Material to the Company's consolidated operations, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, or transfer, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement, unless, after receiving the required notice from the Company of the transaction, the United States consents in its sole discretion that a specific transaction will not be subject to this provision. The United States shall notify the Company in writing within fifteen (15) business days of receiving such notice of its determination whether the transaction(s) will not be subject to this provision. If the United States does not respond to such notice within fifteen (15) business days, the transaction(s) at issue shall be deemed not to be subject to this provision. "Material" for purposes of this Paragraph, shall not be interpreted to include a sale of assets from which the Company derived less than 12% of its total revenues in the prior fiscal year to an entity that has not, during the Term, previously acquired any other assets or businesses from the Company. Unless the United States consents as described above, the purchaser or successor in interest must also agree in writing that the United States' ability to enforce all provisions of this Agreement, including to determine that it has been breached, is applicable in full force to that entity. The Company agrees that, unless the United States consents

19. In the event that the United States determines that the Company or the Parent Entities have breached this Agreement: (a) all statements made by or on behalf of the Company or the Parent Entities to the United States or to the Court, including the Statement of Facts, and any testimony given by any individual before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the United States against the Company or the Parent Entities; and (b) the Company or the Parent Entities shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether any conduct or statement of any current or former director, officer, or employee, or any person acting on behalf of, or at the direction of, the Company or the Parent Entities, will be imputed to the Company or the Parent Entities for the purpose of determining whether the Company or the Parent Entities have violated any provision of this Agreement shall be in the sole discretion of the United States.

20. The Company and the Parent Entities acknowledge that the United States has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company and the Parent Entities further acknowledge that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

21. On the date that the period of deferred prosecution specified in this Agreement expires, as set forth in Attachment E, the Company and the Parent Entities, by their President and

other appropriate venue. Determination of whether the Company or the Parent Entities have breached this Agreement and whether to pursue prosecution of the Company shall be in the United States' sole discretion. Any such prosecution may be premised on information provided by any source, including but not limited to the Company and the Parent Entities. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the United States prior to the date of the signing of this Agreement that is not time-barred by the applicable statute of limitations on the Effective Date of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations between the Effective Date and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the Effective Date of this Agreement shall be tolled for the duration of the Term plus one year. In addition, the Company agrees that the statute of limitations as to any felony offense under U.S. federal law that occurs during the Term will be tolled from the date upon which the offense occurs until the earlier of (a) the date upon which the United States is made aware of the violation or (b) the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

18. In the event the United States determines that the Company or the Parent Entities have breached this Agreement, the United States agrees to provide the Company and the Parent Entities with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company and the Parent Entities shall have the opportunity to respond to the United States in writing to explain the nature and circumstances of such breach, as well as the actions the Company and the Parent Entities have taken to address and remediate the situation, which the United States shall consider in determining whether to pursue prosecution of the Company.

Deferred Prosecution

15. In consideration of the undertakings agreed to herein by the Company and the Parent Entities, the United States agrees that any prosecution of the Company for the conduct set forth in the Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that is not set forth in the Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

16. The United States further agrees that if the Company and the Parent Entities fully comply with all obligations under this Agreement, the United States will not continue the criminal prosecution of the offense described in Paragraph 1 of the Agreement and, at the conclusion of the Term, this Agreement shall expire, except for the Cooperation Obligations set forth in Paragraph 6 of the Agreement. Within thirty (30) days of the Agreement's expiration, the United States shall seek dismissal with prejudice of the Information described in Paragraph 1 of the Agreement.

Breach of Agreement

17. If, during the Term of this Agreement, the Company or the Parent Entities (a) commit any felony offense under U.S. federal law; (b) provide to the United States deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fail to satisfy any Cooperation Obligations as set forth in Paragraph 6 of this Agreement; (d) fail to satisfy the requirements set forth in Attachment C or Attachment D; or (e) otherwise fail to completely perform or fulfill any of the Company's or the Parent Entities' obligations under this Agreement, regardless of whether the United States becomes aware of such a breach after the Term is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the United States has knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the United States in the United States District Court for the Southern District of Georgia or any

Related Administrative Proceedings

12. The Company understands that it may be subject to exclusion, suspension, or debarment action by state or federal agencies based upon this Agreement, and that this Agreement in no way controls what action, if any, other agencies may take. However, the United States agrees that, if requested, it will advise the appropriate officials of any governmental agency considering such action of the fact, manner, and extent of the cooperation and remediation of the Company and the Parent Entities as a matter for that agency to consider before determining what action, if any, to take. By agreeing to provide this information to such agencies, the United States is not agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated independently by such agencies.

Corporate Compliance Program

13. The Company and the Parent Entities represent that the Company has implemented and will continue to implement a compliance and ethics program designed to prevent and detect antitrust violations throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors. The Company and the Parent Entities further represent that the Company's antitrust compliance program includes or will promptly implement the minimum elements set forth in Attachment C to this Agreement.

14. The Company and the Parent Entities further represent that the Company will continue to periodically review its antitrust compliance program and make any necessary adjustments and updates based on changes in the Company's operations, circumstances, legal developments, and industry practices.

e.g., *Pro Slab, Inc. v. Argos USA LLC et al.*, No. 17-cv-03185-BHH (D.S.C.), this Agreement does not include any provision for monetary restitution.

Conditional Release from Liability

11. In return for the full and truthful cooperation of the Company and the Parent Entities as described in Paragraph 6, and compliance with all other terms and conditions of this Agreement:

(a) The United States agrees that, except as provided by this Agreement, it will not bring criminal charges against the Company for any act or offense committed before the Effective Date, involving the Company's entry into and engagement in a combination and conspiracy to suppress and eliminate competition by fixing prices, rigging bids, and allocating markets for sales of ready-mix concrete in the Southern District of Georgia and elsewhere, which conspiracy began as early as 2010 and continued until in or about July 2016, in violation of the Sherman Act, 15 U.S.C. § 1, as described in the Statement of Facts; and

(b) Failure by the Company or the Parent Entities to comply fully with the Cooperation Obligations under Paragraph 6 will void the United States' agreement in Paragraph 11(a), and the Company may be prosecuted criminally for any federal crime of which the United States has knowledge; and

(c) The United States' agreement in Paragraph 11(a) does not apply to subornation of perjury (18 U.S.C. § 1622), false statements (18 U.S.C. § 1001), obstruction of justice (18 U.S.C. § 1503 *et seq.*), contempt (18 U.S.C. §§ 401–402), or conspiracy to commit such offenses. Its agreement in Paragraph 11(a) also does not apply to civil matters of any kind, any civil or criminal violation of the federal tax or securities laws or conspiracy to commit such offenses, or any crimes of violence.

and thus undermine the United States' objectives in obtaining such reports. For these reasons, among others, the information and reports and the contents thereof are intended to remain and shall remain nonpublic, except as otherwise agreed to by the parties in writing, or except to the extent that the United States determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law.

Penalty and Restitution

8. The United States and the Company agree that the Company will pay a monetary penalty in the amount of $20,024,015 to the United States Treasury within thirty (30) days of the Effective Date of this Agreement. The Company and the United States agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 5. The monetary penalty is calculated under the United States Sentencing Guidelines, based on the volume of commerce of at least $83,433,397 done by the Company.

9. The penalty set forth in Paragraph 8 is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the United States that $20,024,015 is the maximum penalty that may be imposed in any future prosecution in the event of a breach of this Agreement, and the United States is not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the United States agrees that under those circumstances, it will recommend to the Court that the penalty paid under this Agreement should be offset against any criminal fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought and agrees that no tax deduction will be sought, in the United States or elsewhere, in connection with the payment of any part of this penalty.

10. In light of the availability of civil causes of action, which potentially provide for a recovery of a multiple of actual damages, and the civil actions already filed against the Company,

States a log of any responsive documents, information, and other materials that were not provided, including an explanation of the basis for withholding the materials, and bearing the burden of establishing the validity of any such an assertion;

(b) using its best efforts to secure the full, truthful, and continuing cooperation of current and former officers, directors, employees, and agents of the Company and the Parent Entities as may be requested by the United States in its sole discretion. Such efforts will include, but not be limited to, making these persons available in the United States and at other mutually agreed-upon locations at the Company's or the Parent Entities' expense for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with the Federal Proceeding; and

(c) with respect to any information, testimony, documents, records, or other tangible evidence provided to the United States pursuant to this Agreement, the Company and the Parent Entities consent to any and all disclosures to other governmental authorities, including federal, state, and local authorities and those of a foreign government of such materials as the United States in its sole discretion shall deem appropriate.

7. In addition to the Cooperation Obligations described above, during the Term of the Agreement, should the Company or the Parent Entities learn of or possess any credible evidence or allegations of criminal violations of United States antitrust law by the Company or the Parent Entities, or by any present or former officers, directors, employees, or agents during their employment at the Company or the Parent Entities, the Company or the Parent Entities shall promptly report such evidence or allegations to the United States. Any information that the Company or the Parent Entities thus disclose to the United States likely will include proprietary, financial, confidential, and competitive business information. Public disclosure of the information and reports could discourage cooperation, impede pending or potential government investigations,

for Savannah-area employees, and terminating the employees primarily responsible for the Company's participation in the illegal conduct at issue; and

(g) this Agreement can ensure that integrity has been restored to the Company's operations and preserve its financial viability while preserving the United States' ability to prosecute it should material breaches occur.

Cooperation and Disclosure Obligations

6. The Company and the Parent Entities shall cooperate fully and truthfully with the United States in any and all matters relating to the current federal criminal investigation into violations of federal antitrust and related criminal laws involving ready-mix concrete, including the conduct described in this Agreement and the attached Statement of Facts, and other conduct under investigation by the United States at any time during the Term, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the term specified in Paragraph 4 (collectively "Federal Proceeding"). Federal Proceeding also includes, but is not limited to, any investigation, prosecution, litigation, or other proceeding regarding obstruction of, the making of a false statement or declaration in, the commission of perjury or subornation of perjury in, the commission of contempt in, or conspiracy to commit such offenses in any Federal Proceeding. The Company and the Parent Entities agree that full, truthful, and continuing cooperation pursuant to this Paragraph will include, but not be limited to, the following:

(a) producing to the United States all documents, information, and other materials, wherever located, not protected under the attorney-client privilege or the work-product doctrine, and with translations into English, in the possession, custody, or control of the Company or the Parent Entities, that are requested by the United States in its sole discretion in connection with any Federal Proceeding, as well as providing to the United

(b) the illegal conduct was limited to a small number of employees who joined the Company through an asset acquisition of another company in October 2011, after the conspiracy had already begun. These employees worked in a local sales office in Pooler, Georgia, which office was responsible for approximately 1% of the Company's annual revenues and employed less than 1% of the Company's workforce. The Company's management outside the office in Pooler, Georgia, did not participate in or condone the conduct;

(c) on September 2, 2020, a grand jury indicted, and the United States is prosecuting, two former Company employees, Gregory Hall Melton and James Clayton Pedrick, in *United States v. Evans Concrete, LLC, et al.*, No. 4:20-cr-00081 (S.D. Ga.). These two individuals were the employees primarily responsible for the Company's participation in the charged conspiracy;

(d) beginning in August 2020, the Company committed to and began cooperating with the United States. The Company has further agreed to continue to cooperate with the United States, as provided in Paragraph 6 below. The Company's cooperation will aid the United States' prosecution of Gregory Hall Melton, James Clayton Pedrick, and three other defendants charged in the related action, *United States v. Evans Concrete, LLC, et al.*, No. 4:20-cr-00081 (S.D. Ga.);

(e) the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including by ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement;

(f) the Company has taken certain remedial actions to address the misconduct that is the subject of this investigation, including revising and enhancing its antitrust compliance program to directly address the issues, conducting specific antitrust training

and Cementos Argos S.A (those two entities together, the "Parent Entities"). This Agreement binds the Company and the United States Department of Justice, Antitrust Division. Additionally, although the Parent Entities will undertake certain obligations as specified within this Agreement (the "Parent Obligations"), nothing in this Agreement should be construed as implying that the Parent Entities were participants in the charged conduct.

Length of the Agreement

4. This Agreement is effective for a period beginning on the date on which the Information is filed (the "Effective Date") and ending three years after the Effective Date, except for the Cooperation Obligations set forth in Paragraph 6 below. The Company and the Parent Entities agree that in the event that the United States determines, in its sole discretion, that the Company or either of the Parent Entities has violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the United States, in its sole discretion, for up to a total additional time period of one year, without prejudice to the United States' right to proceed as provided in Paragraphs 17-21 below. Any extension of the Agreement extends all terms of this Agreement, including its attachments, for an equivalent period, but does not extend the due date for payments provided in Paragraph 8 below.

Relevant Considerations

5. The United States enters into this Agreement based on the individual facts and circumstances of this case. Among the facts considered were the following:

(a) the nature and seriousness of the illegal conduct, which involved fixing prices, rigging bids, and allocating markets for the sale of ready-mix concrete by the Company and its conspirators in the greater Savannah, Georgia, area (including Statesboro, Georgia, and Hilton Head Island, South Carolina), resulting in a per se unlawful violation of the Sherman Act, 15 U.S.C. § 1;

of Criminal Procedure 48(b); and (b) knowingly and voluntarily waives for the purposes of this Agreement and for the purposes of any charges by the United States arising out of the conduct described in the Statement of Facts (attached as Attachment A and incorporated by reference into this Agreement) any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Southern District of Georgia. The United States agrees to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that, under U.S. federal law, it is responsible for the acts of its officers, directors, employees, and agents that give rise to the charges in the Information. The Company admits, accepts, and acknowledges that the facts set forth in the Statement of Facts are true and accurate. Should the United States pursue the prosecution that is deferred by this Agreement, the Company agrees that it will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing or other hearing. In addition, the Company agrees not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines"), or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form. Neither this Agreement nor the Information is a final adjudication of the matters addressed in those documents.

Parties to and Scope of the Agreement

3. The Company is organized under the laws of Delaware and headquartered in Alpharetta, Georgia. The Company's direct and indirect parents are Argos North America Corp.