

1 **FORFEITURE ADDENDUM TO PLEA AGREEMENT**

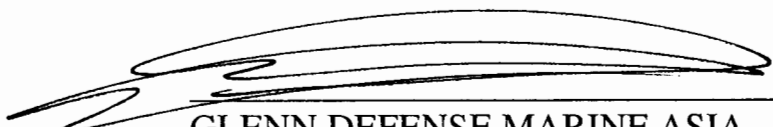
FILED
JAN 15 2015
CLERK OF DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

2
3 United States v. Glenn Defense Marine Asia Pte. Ltd.,
4 Criminal Case No.
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6 The defendant understands and agrees that this Forfeiture Addendum will be
7 filed with the Court at the same time as the filing of the plea agreement. At the time
8 of the Rule 11 plea colloquy the Court will have before it the plea agreement and one
9 or more addenda, and any reference during the hearing to the "plea agreement" will be
10 understood to be a reference to the plea agreement together with these addenda. Both
11 parties will ensure that the Court is aware of and considers both the plea agreement
12 and these addenda at the Rule 11 hearing. If this issue is not raised by either party at
13 the Rule 11 hearing, any objection relating to that issue will be waived.

14 The defendant certifies that its authorized representative has read the preceding
15 paragraph (or it has been read to him in his native language), and that its meaning and
16 effect have been fully discussed with counsel. The defendant is satisfied with
17 counsel's representation.
18

19 1-8-15
20 Date


21 GLENN DEFENSE MARINE ASIA
By: Leonard Glenn Francis
Its: PRESIDENT

22
23 Acknowledgment by Defense Counsel:
24 1-8-15
25 Date


26 ETHAN M. POSNER, ESQ.
SARA J. O'CONNELL, ESQ.
27 Covington & Burling LLP
28 Attorneys for Defendant

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1 A. Property Subject to Forfeiture. In addition to pleading guilty to an
2 Information, as set forth in Section I of the plea agreement, the defendant agrees to
3 forfeit to the United States in an amount not less than \$35,000,000.00 (hereinafter
4 referred to as "Subject Assets") which sum represents a portion of the gross of
5 proceeds of a conspiracy to commit bribery and bribery as well as a conspiracy to
6 defraud the United States, and substitute assets therefor, with the Court to determine
7 the full amount at sentencing. The defendant agrees that the proceeds of these crimes
8 include the full amount of losses sustained by the United States as a result of the
9 defendant's conspiracy and bribery conduct. **The parties agree that Defendant's**
10 **forfeiture liability shall be joint and several with that of Leonard Glenn Francis,**
11 **and that payment of the forfeiture amount by one defendant shall be a credit**
12 **against the forfeiture liability of the other.**

13 B. Bases of Forfeiture. The defendant acknowledges that all property
14 covered by the plea agreement and forfeiture addendum is subject to forfeiture as
15 proceeds pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), and as
16 substitute assets for property subject to forfeiture pursuant to 21 U.S.C. § 853(p) and
17 28 U.S.C. § 2461(c).

18 C. Immediate Entry of Order of Forfeiture. The defendant consents and
19 agrees to the immediate entry of an order of forfeiture in the amount of
20 \$35,000,000.00, which represents a portion of the gross proceeds of a conspiracy to
21 commit bribery and bribery as well as a conspiracy to defraud the United States, and
22 substitute assets therefor. The defendant agrees to immediately withdraw any claims
23 to property directly or indirectly related to the criminal conduct seized in connection
24 with this case in any pending administrative and civil forfeiture proceeding, and
25 consents to the forfeiture of all properties seized in connection with this case to the
26 United States. The defendant agrees to provide the United States, within 90 days of
27 signing the plea agreement, all financial information required by the plea agreement.
28 The defendant also agrees to execute any and all non-privileged documents requested

1 by the government to facilitate or complete the forfeiture process and collect the full
2 amount of the forfeiture judgment. The defendant further agrees not to contest or to
3 assist any other person or entity in contesting the forfeiture of the property seized in
4 connection with this case. The defendant agrees to use his best efforts to obtain from
5 any party who has an interest in the Subject Assets, including the defendant's present
6 and former wives, children, and other relatives, legal representatives, or business
7 associates, any consent forms required to facilitate the forfeiture of the Subject Assets.

8 D. Payment Schedule. Within 90 days of the execution of the plea
9 agreement, defendant agrees to remit \$5,000,000.00 to the Department of Defense,
10 Defense Criminal Investigative Service ("DCIS") shelf account, as directed by the
11 United States Attorney's Office for the Southern District of California. Within 365
12 days of the execution of the plea agreement, defendant agrees to remit additional
13 funds to the DCIS shelf account to the best of his ability to pay, in an amount to be
14 determined by the parties after consideration of reasonable family expenses and
15 attorneys' fees and costs. Defendant may pay additional amounts pursuant to the
16 Forfeiture Order at his discretion. If the Court orders restitution, the parties agree that
17 all amounts remitted by defendant to the DCIS shelf account shall then be applied to
18 offset defendant's restitution obligation. If the Court declines to enter restitution, the
19 entire amount paid pursuant to this Forfeiture Addendum shall be fully forfeited to the
20 United States as set forth above. If the Court orders restitution in an amount less than
21 the amount forfeited pursuant to this Forfeiture Addendum, the defendant will receive
22 credit against the restitution only up to the amount of the restitution, and any
23 remaining amount shall still be forfeited in its entirety. **The parties agree that any**
24 **payments to the DCIS shelf account made by GDMA shall be credited toward**
25 **defendant's obligations under this paragraph.**

26 E. Entry of Orders of Forfeiture and Waiver of Notice. The defendant
27 consents and agrees to the entry of orders of forfeiture for such property and waives
28 the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding

1 notice of the forfeiture in the charging instrument, announcement of the forfeiture at
2 sentencing, and incorporation of the forfeiture in the judgment. The defendant
3 acknowledges that it understands that the forfeiture of assets is part of the sentence
4 that may be imposed and waives any failure by the Court to advise the defendant of
5 this, pursuant to Rule 11(b)(1)(J), at the time the Court accepts the guilty plea.

6 F. Waiver of Constitutional and Statutory Challenges. The defendant
7 further agrees to waive all constitutional and statutory challenges in any manner
8 (including direct appeal, habeas corpus, or any other means) to any forfeiture carried
9 out in accordance with this agreement on any grounds, including that the forfeiture
10 constitutes an excessive fine or punishment. The defendant agrees to take all steps as
11 requested by the United States to pass clear title to forfeitable assets to the United
12 States.

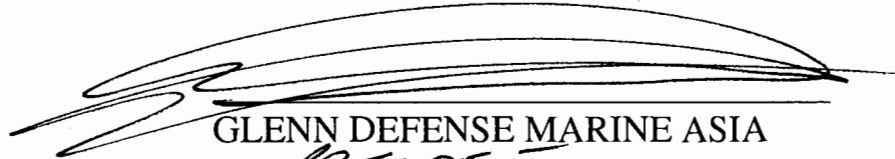
13 G. Agreement Survives Defendant; No Forfeiture Abatement. The
14 defendant agrees that the forfeiture provisions of this plea agreement are intended to,
15 and will, survive the defendant, notwithstanding the abatement of any underlying
16 criminal conviction after the execution of this agreement. The forfeitability of any
17 particular property pursuant to this agreement shall be determined as if the defendant
18 had survived, and that determination shall be binding upon any successor business or
19 entity until the agreed forfeiture, including any agreed money judgment amount, is
20 collected in full.

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1 The defendant understands that the plea agreement, the Forfeiture Addendum,
2 and any other addendum embody the entire plea agreement between the parties, and
3 supersede any other plea agreement and addenda, written or oral.
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5 FOR THE DEFENDANT:

6 1-8-15
7 Date


8 GLENN DEFENSE MARINE ASIA
By: PRESIDENT
Its: Leonard Glenn Harris

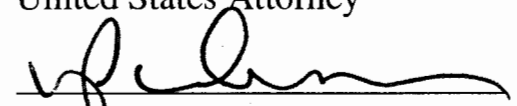
10 ACKNOWLEDGMENT BY DEFENSE COUNSEL:

11 1-8-15
12 Date

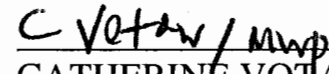

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14 SARA J. O'CONNELL, ESQ.
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15 FOR THE UNITED STATES:

17 1/13/15
18 Date

16 LAURA E. DUFFY
United States Attorney

19 MARK W. PLETCHER
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23 1/13/15
24 Date

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