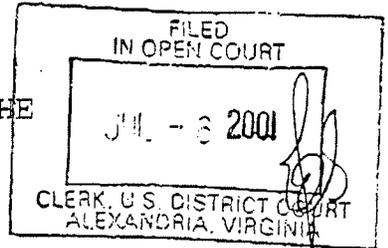


IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division



UNITED STATES OF AMERICA)
)
 v.) CRIMINAL NO. 01-188-A
)
 ROBERT PHILIP HANSSSEN,)
)
 Defendant.)

PLEA AGREEMENT

Kenneth E. Melson, United States Attorney for the Eastern District of Virginia, Randy I. Bellows, Justin W. Williams, and Gordon D. Kromberg, Assistant United States Attorneys, Laura A. Ingersoll, Senior Trial Attorney, United States Department of Justice, and the defendant, ROBERT PHILIP HANSSSEN, and the defendant's counsel, Plato Cacheris, Preston Burton, John F. Hundley, and Sydney J. Hoffmann, pursuant to Rule 11(e) of the Federal Rules of Criminal Procedure, have entered into an agreement, the terms and conditions of which are as follows:

GENERAL PROVISIONS

1. The defendant, ROBERT PHILIP HANSSSEN, agrees to plead guilty to Counts 1, 2, 3, 4, 6, 8, 9, 11, 12, 13, 14, 15, 18, 20 and 21 of the indictment. Count 1 charges the defendant with conspiracy to commit espionage, in violation of Title 18, United States Code, Sections 794(a) and (c). Counts 2, 3, 4, 6, 8, 9, 11, 12, 13, 14, 15, 18 and 20 charge the defendant with

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY [Signature]
DEPUTY CLERK

espionage, in violation of Title 18, United States Code, Section 794(a). Count 21 charges the defendant with attempted espionage, in violation of Title 18, United States Code, Sections 794(a) and 2. The maximum penalty for each count is: death, if certain specified criteria are met or, otherwise, life imprisonment; a fine of \$250,000; five years of supervised release; full restitution; and a \$100 special assessment. The defendant is aware that any term of supervised release is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

2. The defendant agrees that pending sentencing in this matter he will not seek release from detention and he further agrees that detention is warranted under 18 U.S.C. Section 3143.

3. Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of one hundred dollars (\$100.00) per count of conviction. Restitution is not applicable in this case.

4. Following acceptance of this plea, the Government agrees to move the Court to dismiss Counts 5, 7, 10, 16, 17 and 19.

SENTENCING MATTERS

5. This plea is taken pursuant to Rule 11(e)(1)(C) of the Federal Rules of Criminal Procedure, in that the parties have agreed that a specific sentence is the appropriate disposition of

the case, and that particular provisions of the Sentencing Guidelines or policy statement or sentencing factors are applicable to this case. Pursuant to Rule 11(e)(1)(C), such a plea agreement is binding on the Court once it is accepted by the Court. Specifically, the parties agree to the following:

a. The appropriate sentence in this case is Life Imprisonment. The defendant understands and acknowledges that, if sentenced to Life Imprisonment, there is no possibility of parole, or reductions for good behavior or for any other reason.

b. In as much as Counts 2, 3 and 4 were committed prior to the effective date of the United States Sentencing Guidelines, the Guidelines do not govern the determination as to the appropriate sentence to impose as to these counts. The parties agree and stipulate that the appropriate sentence for each of these counts is Life Imprisonment.

c. The appropriate application of the United States Sentencing Guidelines is as follows:

i. The applicable Base Offense Level for Counts 1, 6, 8, 9, 11, 12, 13, 14, 15, 18 and 20 is §2M3.1(a)(1), i.e., Level 42. The applicable Base Offense Level for Count 21 is §2M3.1(a)(2), i.e., Level 37.

ii. As to each count, a two level upward adjustment is appropriate for Abuse of Position of Trust, pursuant to §3B1.3, and a three level reduction is appropriate.

for Acceptance of Responsibility, pursuant to §3E1.1(a) and (b), resulting in an Offense Level Total for Counts 1, 6, 8, 9, 11, 12, 13, 14, 15, 18 and 20 of Level 41 and an Offense Level Total for Count 1 of Level 36.

iii. Pursuant to Chapter 3, Part D of the Sentencing Guidelines, concerning Multiple Counts, and specifically the provisions of §3D1.2, §3D1.3, and §3D1.4, the combined offense level for all counts is a Level 41.

iv. A one level upward departure based on the defendant's extraordinary abuse of a position of trust is appropriate, pursuant to §5K2.0 and Title 18, United States Code, §3553(b), in that the "level of trust violated by the defendant and the level of harm created solely by the violation of that trust falls outside the heartland of cases that qualify for the [abuse of position of trust] enhancement." United States v. Earl Edwin Pitts, 176 F.3d 239, 246 (4th Cir. 1999). Consequently, the Final Adjusted Offense Level, including the upward departure, is a Level 42.

v. The defendant's Criminal History Category is Category I. Therefore, the Sentencing Guideline Range is 360 months to Life Imprisonment.

vi. The parties agree and stipulate that the appropriate sentence within this guideline range is Life Imprisonment.

d. The parties agree that in view of the above-described agreement concerning the appropriate sentence in this matter, no presentence report is required and that the Court may find, pursuant to Rule 32(b)(1), that the information in the record is sufficient to enable the Court meaningfully to exercise its sentencing authority under 18 U.S.C. Section 3553.

e. The parties agree that sentencing should be postponed for six months in order that the initial debriefing process may be substantially completed prior to sentencing.

6. This Plea Agreement is made pursuant to Rule 11(e)(1)(C) of the Federal Rules of Criminal Procedure and, therefore, pursuant to Rule 11(e)(2), it requires submission to the Court for its review before entry of the plea. The parties have submitted this Plea Agreement to the Court and requested entry of an order pursuant to Rule 11(e)(3). By signing such an order, the Court accepts the Plea Agreement and informs the Government and the defendant that the Court will embody in its judgment and sentence the disposition provided for in the Plea Agreement.

7. The defendant is aware that 18 U.S.C. Section 3742 affords a defendant the right to appeal the sentence imposed. Acknowledging all this, the defendant knowingly waives the right to appeal any sentence up to and including Life Imprisonment (or the manner in which that sentence was determined) on the grounds set forth in 18 U.S.C. Section 3742 or on any ground whatever, in

exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. Section 3742(b).

8. The United States will not further criminally prosecute the defendant for the specific conduct described in the Indictment and Statement of Facts.

SURRENDER OF RIGHTS

9. The defendant represents to the Court that the defendant is satisfied that his attorneys have rendered effective assistance. The defendant understands that by entering into this agreement, the defendant surrenders certain rights as provided in this agreement. The defendant understands that the rights of criminal defendants include the following:

a. If the defendant persisted in a plea of not guilty to the charges, the defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if the defendant, the United States, and the judge all agree.

b. If a jury trial is conducted, the jury would be composed of twelve laypersons selected at random. The defendant and the defendant's attorney would assist in selecting the jurors by removing prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective

jurors without cause by exercising peremptory challenges. The jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that the defendant is presumed innocent, that it could not convict the defendant unless, after hearing all the evidence, it was persuaded of the defendant's guilt beyond a reasonable doubt, and that it was to consider each charge separately.

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

d. At a trial, the United States would be required to present its witnesses and other evidence against the defendant. The defendant would be able to confront those witnesses and the defendant's attorney would be able to cross-examine them. In turn, the defendant could present witnesses and other evidence in defendant's own behalf. If the witnesses for the defendant would not appear voluntarily, the defendant could require their attendance through the subpoena power of the Court.

e. At a trial, the defendant could rely on a privilege against self-incrimination to decline to testify, and no inference of guilt could be drawn from the refusal of the defendant to testify. If the defendant desired to do so, the

defendant could testify in the defendant's own behalf.

TERMS OF COOPERATION

10. The defendant agrees to cooperate fully, truthfully and completely with the United States, and provide all information known to the defendant regarding any criminal activity and intelligence activity by himself and/or others. A failure to cooperate fully, truthfully and completely is a breach of this plea agreement, as determined by the Court. The defendant acknowledges that he has been advised that the United States will seek no downward departures from the applicable sentencing guidelines, or from the sentence imposed, pursuant to Section 5K of the Sentencing Guidelines, or Rule 35(b) of the Federal Rules of Criminal Procedure, in respect to the defendant's cooperation. In regard to that cooperation:

a. The defendant agrees to testify fully, truthfully and completely at any grand juries, trials or other proceedings.

b. As required by the United States, the defendant agrees to be available for debriefing by law enforcement officers and/or intelligence officers and for pre-trial conferences with prosecutive authorities. The timing and location of such debriefings and meetings shall be determined by the United States. Should defense counsel wish to attend particular debriefings, the Government will seek to schedule such debriefings consistent with the schedule of defendant's counsel,

who shall make themselves reasonably available.

c. The defendant agrees to provide all documents, records, writings, or materials, objects or things of any kind in the defendant's possession or under the defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation, excepting documents privileged under the attorney-client privilege.

d. The defendant agrees that, upon request by the United States, the defendant will voluntarily submit to polygraph examinations to be conducted by a polygraph examiner of the United States' choice. The defendant stipulates to the admissibility of the results of this polygraph examination if later offered in a proceeding to determine the defendant's compliance with this plea agreement; however, the defendant reserves the right to challenge the weight that should be attributed to such polygraphs by contesting the accuracy of such polygraphs.

e. The defendant agrees that the accompanying Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.

f. The defendant is hereby on notice that he may not violate any federal, state, or local criminal law while cooperating with the government.

g. The defendant understands and agrees that his cooperation obligation represents a lifetime commitment by the defendant to the United States to cooperate as described in this agreement.

ADDITIONAL GENERAL PROVISIONS

11. The United States agrees not to use any truthful information provided pursuant to this agreement against the defendant in any other criminal prosecution against the defendant. Regardless of any other provision of this agreement, however, the United States may use any statement made by the defendant, whether in the form of the Statement of Facts accompanying this plea agreement or in the debriefing of the defendant or in some other form, against the defendant in any prosecution of the defendant resulting from the defendant's breach of the plea agreement, whether such breach is caused by the defendant providing false information, failing to provide full and complete cooperation, or for any other reason. Such a prosecution includes, but is not limited to, a prosecution for the making of false or perjurious statements or for the defendant's espionage-related activities.

12. This plea agreement does not restrict the Court's or Probation Office's access to information and records in the possession of the United States.

13. This plea agreement is not conditioned upon charges

being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This plea agreement is conditioned upon the defendant providing full, complete and truthful cooperation.

14. The accompanying Statement of Facts signed by the defendant is hereby incorporated into this Plea Agreement. Defendant adopts the Statement of Facts and agrees that the facts therein are accurate in every respect and that had the matter proceeded to trial, the United States would have proved those facts beyond a reasonable doubt.

FORFEITURE AND PENSION-RELATED MATTERS

15. The defendant agrees to identify all assets over which he now exercises or has ever exercised control, directly or indirectly, or in which the defendant has, or has ever had, any financial interest. The defendant agrees to take steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by the defendant. The defendant agrees to undergo any polygraph examination the United States may choose to administer concerning

such assets and to provide and/or consent to the release of the defendant's tax returns, if requested to do so.

16. The defendant agrees to the entry of one or more money forfeiture judgments in the amount of at least \$1,437,000, representing the proceeds of his espionage activities. This sum of \$1,437,000 does not include any additional sums of money, or other items of value, actually received by the defendant from the KGB and the SVR, or other entities or representatives of the Soviet Union or Russian Federation, or any other foreign entity or individual, which may be disclosed by the defendant in the course of his proffer or debriefing, or which otherwise may come to the attention of the United States, and which shall be the subject of additional orders of forfeiture. The above-described sum of money includes \$50,000 recovered by the FBI from the "Lewis" drop site in the Long Branch Nature Center, as well as moneys maintained on behalf of the defendant by the Russian government. It is also understood that the Government may, at its discretion, seek further orders of this court, or submit amended proposed orders, should it conclude that an amount other than \$1,437,000 is the appropriate amount for forfeiture.

17. The defendant also agrees to forfeit all interest in any asset that the defendant owns or over which the defendant exercises control, directly or indirectly, as well as any property that is traceable to, derived from, fungible with, or a

substitute for property that constitutes the proceeds of his espionage activities, for which the defendant will receive credit against the money judgment(s), including but not limited to two Rolex watches. The defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

18. The defendant agrees to enter at the time of his plea the Consent Order of Forfeiture, which is Attachment A to this plea agreement and agrees to enter subsequent consent orders of forfeiture as requested by the Government pursuant to the terms of this plea agreement.

19. If requested to do so by the Government, the defendant agrees to join in a motion with the United States under Rule 6(e)(3)(C) of the Federal Rules of Criminal Procedure, to disclose grand jury material to the Internal Revenue Service for use in computing and collecting the defendant's taxes, interest and penalties, and to the civil and forfeiture sections of the United States Attorney's Office for use in identifying assets and

collecting fines and restitution.

20. Defendant also agrees to the immediate forfeiture of his retirement pay, except for that portion of his retirement pay which is the equivalent to a survivor's annuity, which he hereby assigns irrevocably and without reservation to his wife, Bernadette Hanssen. Defendant understands that his wife's receipt of any portion of his retirement pay is dependent on her continued full cooperation and he agrees that, if the United States determines that his wife has failed to continue her full cooperation, the defendant will, upon request of the United States, execute a consent order of forfeiture covering the entire retirement pay including that portion not previously subject to forfeiture. Defendant understands that upon sentencing in this matter, he will stand convicted of espionage and, therefore, pursuant to 5 U.S.C. Section 8312, both he and his spouse will be precluded from receiving any retirement pay, unless the provisions of 5 U.S.C. Section 8318(e) are invoked.

21. The Government represents that, as of the present time, the defendant's wife, Bernadette Hanssen, has been fully cooperative. If, in the Government's opinion and discretion, Bernadette Hanssen continues to be fully cooperative up to and including the date of sentencing, the United States commits that it will invoke at the time of sentencing the provisions of 5 U.S.C. Section 8318(e) to provide Bernadette Hanssen the

equivalent of a survivor's annuity.

22. The Government agrees that it will not seek forfeiture of the personal residence of the defendant, his spouse and children, located at 9414 Talisman Drive, Vienna, Virginia, or the family's three vehicles, specifically a 1992 Isuzu Trooper (VIN JACDH58W7N7903937), a 1993 Volkswagen van (VIN WV2KC0706PH080424), and a 1997 Ford Taurus (VIN 1FALP52U9VG211742). However, the defendant may not circumvent the other forfeiture provisions of this plea agreement by paying off or reducing the mortgages on his personal residence with funds possessed by or under his control, now or in the future.

23. The defendant further agrees to waive all challenges to any forfeiture carried out in accordance with this Plea Agreement on the grounds that imposition of such forfeiture would constitute an excessive fine or double jeopardy, or that it was imposed in violation of the provisions of Federal Rules of Criminal Procedure 7(c)(2), 32.2, and/or 43(a). The defendant agrees to take such steps as may be requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding.

NONDISCLOSURE AGREEMENTS

24. The defendant acknowledges that, in connection with his employment by the FBI, he entered into certain agreements

proscribing the unauthorized disclosure of classified information, confidential information, and other information acquired as a part of the defendant's performance of his official duties or acquired from FBI files. This included the FBI Employment Agreement signed by the defendant on January 12, 1976, and the Classified Information Nondisclosure Agreement signed by the defendant on October 15, 1984. Even though the defendant is no longer an FBI employee, he acknowledges his continuing duties and obligations under these agreements, and they are hereby incorporated by reference.

25. The defendant understands his continuing legal obligation to refrain from the unauthorized oral or written disclosure of information belonging to the United States government or acquired by virtue of his United States Government employment or derived from the activities which resulted in his arrest. Should the defendant at any time author or participate in the creation of any book, writing, article, film, documentary, or other production, or otherwise provide information for purposes of publication or dissemination, including but not limited to information provided through interviews with writers or representatives of any media organization or entity, the defendant hereby agrees first to submit in a timely fashion such book, writing, article, film, documentary, or other production, or information, to the FBI for timely pre-publication review and

deletion of information which, in the discretion of the FBI, should not be published or disseminated on the grounds of national security or on any other grounds as are already the subject of the defendant's pre-existing agreements with the FBI.

26. In order to avoid any interference with the debriefing process, the defendant agrees that during the debriefing process he will provide no interviews or have any other contact with the media, directly or indirectly.

27. Even after the debriefing process is complete, the defendant agrees that, in recognition of the non-disclosure agreements he has previously executed and pursuant to the terms of this plea agreement, he will never disclose to any person or entity, except to persons or entities specifically authorized by the United States Government, any classified information, any confidential United States Government information (whether or not such information is formally classified), and all other information acquired as part of his official duties or acquired from FBI files, or acquired through his employment as a Special Agent of the FBI.

28. The defendant agrees that he will notify the FBI in a timely manner of any contacts he intends to have with any representative of the media in order to insure that an FBI representative and/or other intelligence community representative is present, unless such presence is explicitly waived by the FBI,

to monitor the information being disseminated and, if necessary, to prevent the unauthorized disclosure of information. Such contacts include, but are not limited to, contacts in person, contacts by electronic means, and contacts via public or private mail carrier.

ASSIGNMENT OF ANY PROFITS OR PROCEEDS FROM PUBLICITY

29. The defendant hereby assigns to the United States any profits or proceeds which he may be entitled to receive in connection with any publication or dissemination of information relating to his person, to his work at the FBI, his espionage activities, the facts and circumstances leading to his arrest and conviction, or acquired from FBI files, and agrees that any such profits and/or proceeds constitutes the proceeds of his espionage activity for purposes of 18 U.S.C. Section 794(d)(1)(A). This assignment shall include all profits and proceeds for the benefit of the defendant, regardless of whether such profits and proceeds are payable to himself or to others, directly or indirectly, for his benefit or for the benefit of the defendant's associates or a current or future member of the defendant's family. The defendant shall not circumvent this assignment by assigning the rights to his story to an associate or to a current or future member of the defendant's family, or to another person or entity who would provide some financial benefit to the defendant, to the defendant's associates, or to a current or future member of the

defendant's family. Moreover, the defendant shall not circumvent this assignment by communicating with an associate or a family member for the purpose of assisting or facilitating their profiting from a public dissemination, whether or not such an associate or other family member is personally or directly involved in such dissemination.

NO FOREIGN CONTACTS

30. The defendant shall have no contact with any foreign government or agents thereof, except with the express permission of the FBI, and shall not seek or accept, personally or through another person or entity, any benefit from such foreign government or agent thereof, and should such a benefit be received by the defendant, or some other person or entity on his behalf, he hereby assigns any such benefit to the United States. For purposes of this paragraph, any benefit provided to an associate of the defendant or to a current or future family member of the defendant which is related to, arises out of, or in recognition of, the defendant's espionage activities, is deemed to be a benefit provided to the defendant himself.

SPECIAL ADMINISTRATIVE MEASURES

31. The defendant is aware of the provisions of 28 C.F.R. Section 501.2 governing conditions of incarceration in national security cases and acknowledges that the United States reserves the right to exercise these provisions. The defendant understands

that it is anticipated that such special administrative measures to be imposed in this case will include restricting the defendant's access to computers.

BREACH OF THE PLEA AGREEMENT

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

33. If the defendant fails in any way to fulfill completely all of the obligations under this plea agreement, including but not limited to his candid, forthright, truthful and complete cooperation, the United States may seek release from any or all its obligations under this plea agreement. If released from its obligations under this plea agreement, the United States may prosecute the defendant to the full extent of the law, including seeking the death penalty if it deems such a penalty to be warranted. The defendant agrees that any prosecution and sentencing subsequent to a breach of this plea agreement is not barred by the Double Jeopardy Clause of the Constitution or any other Constitutional provision or law or rule and that such rights as he might otherwise have enjoyed under these provisions are hereby waived, except that the defendant may raise any

defense or make any claim that he could have raised prior to the entry of the Plea Agreement.

34. This plea agreement is entered following the completion of a proffer by the defendant and based on the defendant's representation that the proffer is candid, forthright, truthful and complete. If the defendant's statements during the debriefing process are materially inconsistent with the defendant's statements during the proffer, the defendant acknowledges and agrees that this is an adequate and sufficient basis for the Government to declare and justify a breach of the plea agreement and seek to be released from its obligations under the agreement.

35. If the defendant fails to fulfill his obligations under this plea agreement, and the matter proceeds to trial, the defendant understands and agrees that any statements he makes pursuant to or associated with this plea agreement, including but not limited to the Statement of Facts submitted in connection with this plea agreement and such statements as the defendant makes during the debriefing process, are admissible if offered by the Government at pre-trial proceedings and/or at trial and may be used for any purpose. Defendant shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(e)(6) of the Federal Rules of Criminal Procedure, or any other federal rule, that defendant's

statements pursuant to this agreement or any leads derived therefrom, should be suppressed or are inadmissible, except on relevancy grounds. The terms of this paragraph do not apply to the statements which the defendant makes pursuant to the proffer agreement that preceded the entry of this plea agreement. The Government's use of such statements is governed by next paragraph of this plea agreement.

36. If the defendant fails to fulfill his obligations under this plea agreement, and the matter proceeds to trial, the Government may make certain uses of the statements made by the defendant during the proffer sessions which preceded the entry of the plea, as follows:

a. The Government agrees that it will not make direct use of any statement made by the defendant during the proffer sessions. In other words, the Government will not seek to have admitted as admissions, pursuant to Rule 801(d)(2) of the Federal Rules of Evidence, statements made by the defendant during the proffer sessions.

b. If the defendant testifies in this matter, whether in pre-trial proceedings or at trial, and he makes statements which the Government believes to be inconsistent with his proffer, the Government may seek to impeach him with statements he made during the proffer sessions, and may offer extrinsic evidence to establish that such statements were made, pursuant to

Rule 613(b) of the Federal Rules of Evidence. Should the defendant testify in a sentencing proceeding, whether pursuant to a plea or trial, the Government may also use such proffer statements to impeach him. The Government may also make direct use of the defendant's proffer statements in any prosecution for perjury or the making of false statements.

c. The Government may make any indirect use of statements made by the defendant during the proffer sessions. In other words, the Government is not limited in any manner from making derivative use of statements made by the defendant in the proffer session, and may offer into evidence any documents, materials, tangible evidence or witnesses whose location, existence or relevance become known to the Government through statements made by the defendant during the proffer session.

d. The Government may use without limit, directly or indirectly, any statements made by the defendant in the proffer sessions against third persons or entities.

DESIGNATION

37. The Government agrees not to object to the defendant's request to the Court for a recommendation that he be assigned by the United States Bureau of Prisons to the U.S. Penitentiary Allenwood, a high security facility. The parties recognize that it is solely within the discretion of the Bureau of Prisons to determine where the defendant is actually incarcerated and the

Government's agreement not to object to the defendant's request in no way limits the exercise of that discretion.

CONCLUDING REPRESENTATIONS

37. This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The United States has made no promises or representations except as set forth in writing in this plea agreement. It is noted, however, that a separate Proffer Agreement was signed by the parties and it is attached to this plea agreement as Attachment B.

38. The defendant acknowledges that no threats have been made against the defendant and that the defendant is pleading guilty freely and voluntarily because the defendant is guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

39. Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the indictment. Further, I fully understand all rights with respect to the provisions of the Sentencing Guidelines and Policy Statements which may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and I voluntarily agree to it.

Date: JUNE 14, 2001

Robert Philip Hanssen
Robert Philip Hanssen
Defendant

40. Defense Counsel Signature: We are counsel for the defendant in this case. We have fully explained to the defendant the defendant's rights with respect to the pending indictment. Further, we have reviewed the provisions of the Sentencing Guidelines and Policy Statements and we have fully explained to the defendant the provisions of those Guidelines which may apply in this case. We have carefully reviewed every part of this plea agreement with the defendant. To our knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

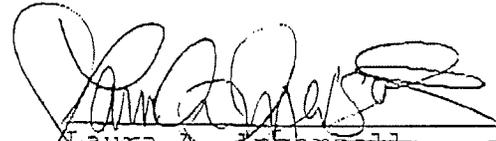
Date: June 14, 2001

Plato Cacheris
Preston Burton
John F. Hundley
Sydney J. Hoffmann / AS
Plato Cacheris, Esq.
Preston Burton, Esq.
John F. Hundley, Esq.
Sydney J. Hoffmann, Esq.
Counsel for Defendant

Respectfully submitted,

KENNETH E. MELSON
UNITED STATES ATTORNEY

By: Randy I. Bellows
Randy I. Bellows
Justin W. Williams
Gordon D. Kromberg
Assistant United States Attorney



Laura A. Ingersoll
Senior Trial Attorney
U.S. Department of Justice

APPROVED:

Justin W. Williams

Date: 7/3/2001

Justin W. Williams
Assistant United States Attorney
Chief, Criminal Division

U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Account

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIM. ACTION NO.	
DEFENDANT'S NAME	Robert Philip Hanssen
PAY THIS AMOUNT	\$1,500.00 (Fifteen Hundred Dollars)

INSTRUCTIONS:

1. MAKE CHECK OR MONEY ORDER PAYABLE TO:
CLERK, U.S. DISTRICT COURT
2. PAYMENT MUST REACH THE CLERK'S OFFICE BEFORE YOUR
SENTENCING DATE
3. PAYMENT SHOULD BE SENT TO:

	In person (9 AM to 4 PM)	By mail:
Alexandria cases:	Clerk, U.S. District Court 401 Courthouse Square Alexandria, VA 22314	
Richmond cases:	Clerk, U.S. District Court 1000 E. Main Street, #307 Richmond, VA 23219	
Newport News cases:	Clerk, U.S. District Court 101 - 25 th Street, 2 nd Floor Newport News, VA 23607	Clerk, U.S. District Court P. O. Box 494 Newport News, VA 23607
Norfolk cases:	Clerk, U.S. District Court 600 Granby Street Norfolk, VA 23510	

4. INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER
5. ENCLOSE THIS COUPON TO INSURE PROPER and PROMPT
APPLICATION OF PAYMENT

ATTACHMENT A TO PLEA AGREEMENT

IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA

v.

ROBERT PHILIP HANSSSEN

)
)
)
)
)

CRIMINAL NO. 01-188-A

CONSENT ORDER OF FORFEITURE

WHEREAS, defendant pled guilty to conspiracy to commit espionage, espionage and attempted espionage, in violation of 18 U.S.C. § 794 and, pursuant to his plea, agreed to forfeit all interest in any asset that the defendant owns or over which the defendant exercises control, directly or indirectly, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of his espionage activities, including that property which is the subject of this order of forfeiture;

AND WHEREAS, defendant agrees to waive the provisions of Federal Rules of Criminal Procedure 7(c)(2), 32.2, and 43(a) with respect to notice in the indictment that the government will seek forfeiture as part of any sentence in this case, and that entry of this order shall be made a part of the sentence in or out of the presence of the defendant and be included in the judgment in this case without further order of the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

A. The following property is forfeited to the United States of America pursuant to 18 U.S.C. § 794, as the proceeds of espionage, or property that is traceable to or fungible with or a substitute for such property:

1. \$1,437,000, representing the proceeds of espionage received from the Soviets and/or Russians, including but not limited to approximately \$800,000, plus applicable interest, maintained on the behalf of the defendant by or through a Russian intelligence service and which may have been deposited, at one point, in the Vneshtorg Bank in Moscow, and \$50,000 recovered by the FBI from the "Lewis" drop site in Long Branch Nature Center.
2. Two Rolex watches, bearing the serial numbers L859772 and R16710A30B9315/E458859.

B. The defendant's government pension, or retirement pay, is hereby forfeited, except for that portion of the defendant's pension which is the equivalent to a survivor's annuity, which the defendant has assigned irrevocably and without reservation to his wife, Bernadette Hanssen.

C. Excepted from this forfeiture order is the following: the personal residence of the defendant, his spouse and children, located at 9414 Talisman Drive, Vienna, Virginia, and the family's three vehicles, specifically a 1992 Isuzu Trooper (VIN JACDH58W7N7903937), a 1993 Volkswagen van (VIN WV2KC0706PH080424), and a 1997 Ford Taurus (VIN 1FALP52U9VG211742). However, the defendant may not circumvent the other provisions of this forfeiture order by paying off or reducing the mortgages on his personal residence with funds possessed by or under his control, now or in the future.

D. The Attorney General and the Secretary of the Treasury are authorized to seize the

property.

E. The United States shall publish notice of this order and of its intent to dispose of the property one time in such manner as the Attorney General may direct. The United States shall also, to the extent practicable, provide direct written notice to any persons known to have alleged an interest in the property.

F. Any person, other than the defendant, asserting any legal interest in the property may, within thirty days of the final publication of notice or his receipt of notice, whichever is earlier, petition the court pursuant to 21 U.S.C. § 853(n) for a hearing to adjudicate the validity of his alleged interest in the property.

G. Following the Court's disposition of all petitions filed, or if no such petitions are filed within the time prescribed by law, upon proof of publication and proof of notice to any persons known to have alleged an interest in the property, the United States shall have clear title to the property and may warrant good title to any subsequent purchaser or transferee.

H. The money forfeiture judgment included in this Order may be enforced in the same manner as a restitution order, criminal fine, or civil judgment.

I. The Government may, at its discretion, seek further orders of this Court, or submit

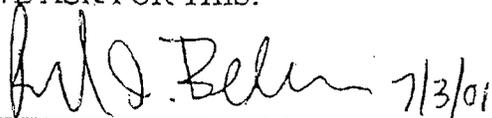
amended proposed orders, should it conclude that an amount other than \$1, 437,000 is the appropriate amount for forfeiture.

SO ORDERED.

Dated this _____ day of _____, 2001.

UNITED STATES DISTRICT JUDGE

WE ASK FOR THIS:

 7/3/01

Randy I. Bellows

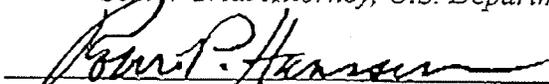
Justin W. Williams

Gordon D. Kromberg

Assistant United States Attorneys

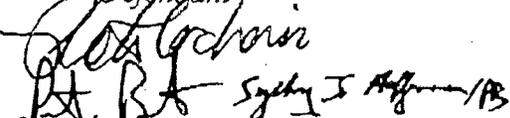
Laura A. Ingersoll

Senior Trial Attorney, U.S. Department of Justice



ROBERT PHILIP HANSSEN

Defendant



Plato Cacheris

Preston Burton

John F. Hundley

Sydney J. Hoffmann

Counsel for ROBERT PHILIP HANSSEN

ATTACHMENT B TO PLEA AGREEMENT

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

Alexandria Division

UNITED STATES OF AMERICA)	
)	<u>UNDER SEAL</u>
v.)	CRIMINAL NO. 01-188-A
)	
ROBERT PHILIP HANSSSEN)	

PROFFER AGREEMENT

The United States of America, by undersigned counsel, and the defendant, ROBERT PHILIP HANSSSEN, and his counsel, hereby enter into the following Proffer Agreement:

1. Defendant Hanssen agrees to submit to two proffer sessions, each one consisting of a four-hour session. The two proffer sessions will be separated by at least one business day, pursuant to a schedule to be agreed upon by the parties prior to the first proffer session.

2. The proffers will be tape recorded by the FBI. The Government may also, at its discretion, provide a court reporter to record and transcribe the proceedings. The proffer will be under oath.

3. There are no limits to the questions which may be posed to defendant Hanssen by proffer participants and defendant

Hanssen agrees to answer all questions in a candid, forthright, truthful and complete manner. Similarly, any statements which defendant Hanssen makes during the course of the proffer sessions that are not in response to specific questions must also be candid, forthright, truthful and complete.

4. Proffer participants will be: (1) defendant Hanssen; (2) legal counsel for the defendant; (3) FBI personnel; and (4) Department of Justice and United States Attorneys Office personnel. The Government has sole discretion to determine who attends the proffer on behalf of the FBI, DOJ and USAO and who conducts the questioning of defendant Hanssen.

5. Following the conclusion of the first proffer session, the Government will provide defense counsel an interim assessment of defendant Hanssen's candor, forthrightness, truthfulness and completeness.

6. Following the conclusion of the second proffer session, the Government will inform defense counsel within five business days as to whether, in its judgment, the defendant has been candid, forthright, truthful and complete. If so, the Government agrees that it will enter into the Plea Agreement that has been submitted to the Court. If not, defense counsel may, within five business days, contest the Government's determination by submitting the matter to the Court for adjudication. If the Court rules in favor of the Government, or the defendant chooses

not to contest this matter, the Government is released from any obligation or commitment to enter into the Plea Agreement and may take all such action as it deems appropriate in the prosecution of this matter. If the Court rules in favor of the defense, the Government shall enter into the Plea Agreement that has been submitted to the Court.

7. The Government agrees that, should this matter proceed to trial, the Government will not make direct use of any statement made by defendant Hanssen during the proffer sessions. Specifically, the Government will not seek to have admitted as admissions, pursuant to Rule 801(d)(2) of the Federal Rules of Evidence, statements made by defendant Hanssen during the proffer sessions. However, if defendant Hanssen testifies in this matter, whether in pre-trial proceedings, at trial or in the sentencing phase of this case, and he makes statements which the Government believes to be inconsistent with his proffer, the Government may seek to impeach him with statements made during the proffer sessions, and may offer extrinsic evidence to establish that such statements were made pursuant to Rule 613(b) of the Federal Rules of Evidence. The Government may also make direct use of defendant Hanssen's proffer statements in any prosecution for perjury or the making of false statements.

8. The Government may make indirect or derivative use of statements made by defendant Hanssen during the proffer sessions,

and may offer into evidence any documents, materials, tangible evidence or witnesses whose location, existence or relevance become known to the Government through statements made by defendant Hanssen during the proffer sessions.

9. The Government may use without limit, directly or indirectly, any statements made by the defendant in the proffer sessions against third persons or entities.

10. This Proffer Agreement is predicated on the Court's acceptance of the proposed Plea Agreement pursuant to Rule 11(e) (1) (C) of the Federal Rules of Criminal Procedure. If the Court declines to accept the proposed Plea Agreement, this Proffer Agreement is null and void.

AGREED:

For the United States:

KENNETH E. MELSON
UNITED STATES ATTORNEY

BY:

Randy I. Bellows 6/14/01
Randy I. Bellows
Justin W. Williams
Gordon D. Kromberg

Laura A. Ingersoll
Laura A. Ingersoll
Senior Trial Attorney
U.S. Department of Justice

AGREED:

For the Defense:

Plato Cacheris
Preston Burton
John F. Hundley
Sydney J. Hoffmann/PB
Plato Cacheris, Esq.
Preston Burton, Esq.
John F. Hundley, Esq.
Sydney J. Hoffmann, Esq.

Robert Philip Hanssen
ROBERT PHILIP HANSEN
DEFENDANT