



U.S. Department of Justice

Criminal Division

Fraud Section

Washington, D.C. 20005

December 2, 2019

Bruce Baird, Esq.
Covington & Burling LLP
850 10th Street, NW
Washington, DC 20001

Re: UniTrans International, Inc.

Dear Mr. Baird:

The United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and UniTrans International, Inc. ("UniTrans" or the "Company") pursuant to authority granted by UniTrans' Board of Directors, enter into this Non-Prosecution Agreement ("Agreement"). As indicated below, UniTrans's related company, ANHAM FZCO ("Anham"), pursuant to authority granted by Anham's Board of Directors, also agrees to certain terms and obligations of the Agreement as described below.

1. The Fraud Section enters into this Agreement based on the individual facts and circumstances presented by this case, UniTrans, and its Related Entities¹, including:

(a) UniTrans did not receive voluntary disclosure credit because it did not voluntarily and timely disclose to the Fraud Section the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts");

(b) UniTrans and Anham have enhanced and committed to continuing to enhance their compliance program and internal controls, including by implementing increased employee training on the topic of export control laws and regulations and ensuring that their compliance programs satisfy the minimum elements set forth in Attachment B to this Agreement (Corporate Compliance Program);

(c) based on Anham's May 2019 Administrative Agreement with the Defense Logistics Agency (DLA) that requires Anham and ANHAM, U.S.A., Inc. to, among other things, maintain and improve their compliance program and to retain an Independent Monitor for a period

¹ For purposes of the Agreement, the UniTrans Related Entities are the following companies: (1) Hii-Finance Corp.; (2) Financial Instrument and Investment Corp. (d/b/a American International Services); (3) Tracks for Logistics Services, LLC; (4) ANHAM FZCO; and (5) ANHAM USA, Inc.

of three (3) years, the fact that the Monitor has been selected and begun his work on the monitorship, and UniTrans's and Anham's agreement to report to the Fraud Section as set forth in Attachment C, the Fraud Section determined that an independent compliance monitor was not necessary;

(d) the nature and seriousness of the offense conduct, including that UniTrans's transshipment of materials through Iran posed a potential security risk to U.S. forces in Afghanistan. However, UniTrans's decision to transship materials through Iran degraded neither the physical quality nor market value of the goods that were ultimately provided to or used by the Department of Defense;

(e) Mazen Farouki, the former President of UniTrans, who has been charged separately in the Indictment captioned *United States v. Farouki, et al.*, 18-cr-0346 (Dkt. 1) ("Indictment"), has separated from the Company and no longer has a controlling role in the Company;

(f) UniTrans has no prior criminal history; and

(g) UniTrans and Anham have agreed to cooperate with the Fraud Section as set forth in Paragraph 5, below.

2. UniTrans admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as set forth in the attached Statement of Facts, and that the facts described therein are true and accurate. UniTrans also admits, accepts, and acknowledges that the facts described in the attached Statement of Facts constitute a violation of law, specifically obstruction of proceedings before departments, agencies, and committees (18 U.S.C. § 1505).

3. UniTrans and Anham expressly agree that they shall not, through present or future attorneys, officers, directors, employees, agents, or any other person authorized to speak for UniTrans or Anham, make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by UniTrans set forth above or in the facts described in the Statement of Facts. UniTrans and Anham agree that if they, or the Related Entities, issue a press release or hold any press conference in connection with this Agreement, UniTrans and Anham shall first consult with the Fraud Section to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters relating to this Agreement; and (b) whether the Fraud Section has any objection to the release.

4. UniTrans's and Anham's obligations under this Agreement shall have a term of three (3) years from the date on which the Agreement is executed (the "Term"). UniTrans and Anham agree, however, that, in the event the Fraud Section determines, in its sole discretion, that UniTrans or Anham has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of their obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section, in its sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section's right to proceed as provided in the breach provisions of this Agreement below. Any extension of the Agreement

extends all terms of this Agreement, including the terms of the reporting requirement in Attachment C, for an equivalent period. Conversely, in the event the Fraud Section finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment C, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

5. UniTrans and Anham shall cooperate fully with the Fraud Section in any and all matters relating to conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section 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 conclusion of the Term. At the request of the Fraud Section, UniTrans and Anham shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of UniTrans or its Related Entities, or any of their present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Fraud Section at any time during the Term. UniTrans and Anham's cooperation pursuant to this Paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, UniTrans and Anham must provide to the Fraud Section a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and UniTrans and Anham bear the burden of establishing the validity of any such an assertion. UniTrans and Anham agree that their cooperation shall include, but not be limited to, the following:

(a) Upon request of the Fraud Section, UniTrans and Anham shall truthfully disclose all factual information with respect to their activities, those of the Related Entities, and those of their present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which UniTrans and Anham have any knowledge or about which the Fraud Section may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of UniTrans and Anham to provide to the Fraud Section, upon request, any document, record or other tangible evidence about which the Fraud Section may inquire of UniTrans and Anham.

(b) Upon request of the Fraud Section, UniTrans and Anham shall designate knowledgeable employees, agents, or attorneys to provide to the Fraud Section the information and materials described above on behalf of UniTrans and Anham. It is further understood that UniTrans and Anham must at all times provide complete, truthful, and accurate information.

(c) UniTrans and Anham shall use their best efforts to make available for interviews or testimony, as requested by the Fraud Section, present or former officers, directors, employees, agents, and consultants of UniTrans and Anham. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of UniTrans and Anham, may have material information regarding the matters under investigation.

(d) With respect to any information, testimony, documents, records, or other tangible evidence provided to the Fraud Section pursuant to this Agreement, UniTrans and Anham consent to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government of such materials as the Fraud Section, in its sole discretion, shall deem appropriate.

(e) In addition, during the Term, should UniTrans or Anham learn of any evidence or allegation of a violation of U.S. economic sanctions, obstruction of justice, or fraud laws, UniTrans or Anham shall promptly report such evidence or allegation to the Fraud Section. On the date that the Term expires, UniTrans, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Fraud Section that UniTrans has met its disclosure obligations pursuant to this Agreement. Each certification will be deemed a material statement and representation by UniTrans to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519.

6. UniTrans and Anham represent that they have implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of U.S. federal economic sanctions, obstruction of justice, and fraud laws throughout their operations, including those of their Related Entities, agents, and joint ventures, and those of their contractors and subcontractors including, but not limited to, the minimum elements set forth in Attachment B (Corporate Compliance Program). In addition, UniTrans and Anham agree that they will report to the Fraud Section annually during the Term regarding remediation and implementation of the compliance measures described in Attachment B. These reports will be prepared in accordance with Attachment C (Corporate Compliance Reporting).

7. In order to address any deficiencies in their internal controls, policies, and procedures, UniTrans and Anham represent that they have undertaken, and will continue to undertake in the future, in a manner consistent with all of their obligations under this Agreement, a review of their existing internal controls, policies and procedures regarding compliance with U.S. federal economic sanctions, obstruction of justice, and fraud laws. Where necessary and appropriate, UniTrans and Anham agree to adopt a new compliance program, or to modify their existing one in order to ensure that they maintain a rigorous compliance program that incorporates relevant internal controls as well as policies and procedures designed to effectively deter and detect violations of U.S. federal economic sanctions, obstruction of justice, and fraud laws. The compliance program will include, but not be limited to, the minimum elements set forth in Attachment B.

8. Anham agrees that it will not seek to void its administrative agreement with the DLA of May 2019, notwithstanding the language in Article 3(c) of that agreement, based on anything in this Agreement or any filings in *United States v. Farouki, et al.*, 18-CR-00346 (D.D.C.).

9. UniTrans agrees to arrange for the payment of \$31,500,000, which represents the combined appropriate criminal monetary penalty and victim compensation payment amount in this matter ("the Criminal Monetary Amount"), to the United States no later than ten (10) business

days after the Agreement is fully executed pursuant to payment instructions provided by the Fraud Section in its sole discretion. UniTrans and its Related Entities acknowledge that no tax deduction may be sought in connection with the payment of any part of the Criminal Monetary Amount. UniTrans shall not seek or accept directly or indirectly reimbursement or indemnification from any source other than its Related Entities with regard to the Criminal Monetary Amount that it pays pursuant to this Agreement, or any penalty or disgorgement amounts that it pays pursuant to any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the Statement of Facts. UniTrans and its Related Entities shall not indemnify or reimburse, or cause others to indemnify or reimburse, any criminal monetary penalties owed by any individual in connection with conduct described in the Indictment.

10. The Fraud Section agrees, except as provided herein, that it will not bring any criminal case (except for criminal tax violations, as to which the Fraud Section does not make any agreement) against UniTrans or its Related Entities relating to: (a) conduct described in the Statement of Facts; (b) conduct charged in the Indictment, captioned *United States v. Farouki, et al.*, 18-cr-0346 (Dkt. 1); or (c) conduct that UniTrans disclosed to the Fraud Section prior to the signing of the Agreement relating to government contract numbers W91B4N-12-D-7003, SPM300-12-D-3571, W91B4N-08-A-0006, W91B4N-09-D-5004, and HTC711-14-D-W027 occurring on or before May 31, 2015 ("Disclosed Conduct"). To the extent there is conduct disclosed by UniTrans that does not relate to any of the conduct described in the attached Statement of Facts, in the Indictment, or in the Disclosed Conduct, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement.

11. To the extent there is conduct by UniTrans or its Related Entities that is not related to the conduct described in the Statement of Facts, the Indictment, or the Disclosed Conduct, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement. The Fraud Section, however, may use any information related to the conduct described in the Statement of Facts against UniTrans: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by UniTrans or its Related Entities. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with UniTrans or its Related Entities.

12. If, during the Term, (a) UniTrans or Anham commits any felony under U.S. federal law; (b) UniTrans or Anham provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with their disclosure of information about individual culpability; (c) UniTrans or Anham fails to cooperate as set forth in this Agreement; (d) UniTrans or Anham fails to implement a compliance program as set forth in this Agreement and Attachment B; (e) UniTrans or Anham retaliates, attempts to retaliate, or directs others to retaliate against any person because of that person's cooperation with the Fraud Section's investigation of this matter; or (f) UniTrans or Anham otherwise fails to completely perform or fulfill each of their obligations under the Agreement, regardless of whether the Fraud Section becomes aware of such a breach after the Term is complete, UniTrans and its Related

Entities shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section has knowledge, including, but not limited to, the conduct described in the attached Statement of Facts, which may be pursued by the Fraud Section in the U.S. District Court for the District of Columbia or any other appropriate venue. Determination of whether UniTrans or Anham has breached the Agreement and whether to pursue prosecution of UniTrans or Anham shall be in the Fraud Section's sole discretion. Any such prosecution may be premised on information provided by UniTrans or Anham or their personnel. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Fraud Section prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against UniTrans or its Related Entities, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, UniTrans and Anham agree that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, UniTrans and Anham agree that the statute of limitations as to any violation of U.S. federal economic sanctions, obstruction of justice, or fraud laws that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section is made aware of the violation or 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.

13. In the event the Fraud Section determines that UniTrans or Anham has breached this Agreement, the Fraud Section agrees to provide UniTrans and Anham with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, UniTrans and Anham shall have the opportunity to respond to the Fraud Section in writing to explain the nature and circumstances of such breach, as well as the actions UniTrans and Anham have taken to address and remediate the situation, which explanation the Fraud Section shall consider in determining whether to pursue prosecution of UniTrans or Anham.

14. In the event that the Fraud Section determines that UniTrans or Anham has breached this Agreement: (a) all statements made by or on behalf of UniTrans or its Related Entities to the Fraud Section or to the Court, including the Statement of Facts, and any testimony given by UniTrans or its Related Entities 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 Fraud Section against UniTrans or its Related Entities; and (b) UniTrans and its Related 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 UniTrans or its Related Entities prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, UniTrans or its Related Entities, will be imputed to UniTrans or Anham for the purpose of determining whether UniTrans or Anham has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section.

15. Except as may otherwise be agreed by the parties in connection with a particular transaction, UniTrans and Anham agree that in the event that, during the Term, they undertake any change in corporate form, including if they sell, merge, or transfer business operations that are material to their consolidated operations, or to the operations of any Related Entities involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such change is structured as a sale, asset sale, merger, transfer, or other change in corporate form, they shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section's ability to determine there has been a breach under this Agreement is applicable in full force to that entity. UniTrans and Anham agree that the failure to include this Agreement's breach provisions in the transaction will make any such transaction null and void. UniTrans and Anham shall provide notice to the Fraud Section at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Fraud Section shall notify UniTrans or Anham prior to such transaction (or series of transactions) if it determines that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term UniTrans or Anham engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section may deem it a breach of this Agreement pursuant to the breach provisions of this Agreement. Nothing herein shall restrict UniTrans or Anham 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, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section.

16. This Agreement is binding on UniTrans, Anham, and the Fraud Section 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 authorities, although the Fraud Section will bring the cooperation of UniTrans and Anham and their compliance with their other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by UniTrans and Anham.

17. It is further understood that UniTrans, Anham, and the Fraud Section may disclose this Agreement to the public.

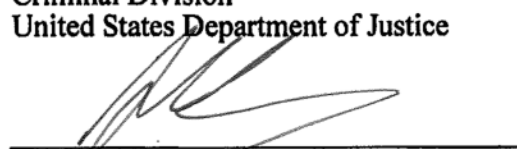
18. This Agreement sets forth all the terms of the agreement between UniTrans, Anham, and the Fraud Section. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Fraud Section, the attorneys for UniTrans and Anham, and duly authorized representatives of UniTrans and Anham.

Sincerely,

ROBERT ZINK
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 12/2/19

BY:



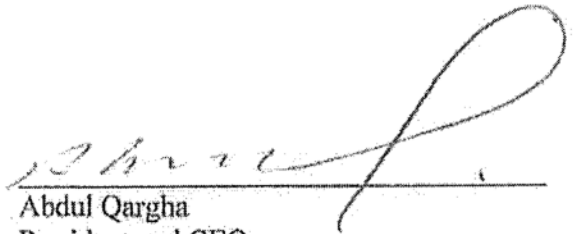
James Gelber
Trial Attorney

AGREED AND CONSENTED TO:

UNITRANS INTERNATIONAL, INC.

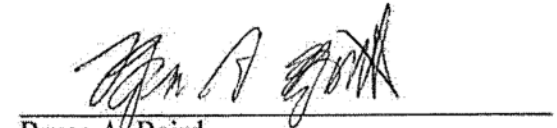
Date: 12/22/2019

BY:


Abdul Qargha
President and CEO
UniTrans International, Inc.

Date: Dec. 2, 2019

BY:



Bruce A. Baird
Covington & Burling LLP

AGREED AND CONSENTED TO:

ANHAM FZCO

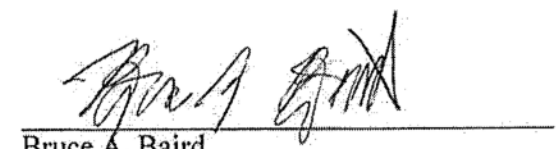
Date: Dec. 2, 2019

BY:


Jay Ward
Chief Executive Officer
ANHAM FZCO

Date: Dec. 2, 2019

BY:


Bruce A. Baird
Covington & Burling LLP

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and UniTrans International, Inc. ("Unitrans" or the "Company"). Unitrans hereby agrees and stipulates that the following information is true and accurate. Unitrans admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below:

From at least 2008 through 2013, Mazen Farouki was President of UniTrans International, Inc. ("Unitrans"), a Virginia-incorporated subsidiary of another Virginia corporation that does business as American International Services ("AIS"), which was operated by Salah Maarouf from at least 2010 through 2014. Abul Huda Farouki ("AH Farouki") was an indirect, partial owner of Unitrans through at least 2014. In addition, from at least 2008 through 2013, AH Farouki was an indirect, partial owner and the Chief Executive Officer of ANHAM FZCO ("FZCO"), a Dubai free zone company incorporated under the laws of the United Arab Emirates, and he was the Chief Executive Officer of ANHAM U.S.A., Inc. ("USA"), a corporation formed in the Commonwealth of Virginia.

Between 2004 and 2012, AIS performed procurement services that benefited FZCO. After AIS procured goods and materials, it worked with Unitrans, which performed logistical work for FZCO and arranged and coordinated the shipment of these goods and materials to and from various locations around the world. Throughout 2011, FZCO was transitioning its shipping vendor from UniTrans to Tracks for Logistic Services, LLC ("Tracks"), a Jordanian company. During that time, however, Unitrans continued to help Tracks with shipping logistics for FZCO.

On or about April 26, 2011, the Defense Logistics Agency (“DLA”), which was a component of the Department of Defense, solicited bids on a contract to supply food and other subsistence items to U.S. troops in Afghanistan. This contract, known as the “SPV-A” contract, was awarded to FZCO on June 22, 2012. The SPV-A contract required the contractor to certify that it would comply with all executive orders, proclamations, and statutes administered by the Office of Foreign Assets Control, including laws and regulations that prohibit U.S. persons and companies from shipping materials through Iran.

On February 7, 2012, the Department of Defense, through the Bagram Regional Contracting Center, awarded to FZCO the National Afghan Trucking (“NAT”) contract, which required FZCO to supply trucking services for U.S. forces in Afghanistan. As with the SPV-A contract, the NAT contract required the contractor to certify that it would comply with all executive orders, proclamations, and statutes administered by the Office of Foreign Assets Control, including laws and regulations that prohibit U.S. persons and companies from shipping materials through Iran.

Between November 2011 and May 2012, Unitrans facilitated Tracks’ transporting of seventy seven containers of material and equipment to Afghanistan through Iran, for the benefit of FZCO. These materials were used in the construction of a warehouse to assist in the performance of the SPV-A contract. Specifically, Unitrans assisted Tracks in its efforts to ship materials to Afghanistan through Iran, on behalf of FZCO, by seeking cost quotations from shipping vendors, assisting with shipping logistics, and facilitating payment for shipping. At the time UniTrans employees were facilitating Tracks’ shipments to Afghanistan through Iran, AH Farouki, Mazen Farouki, and Maarouf were aware of their activity and took no action to stop the conduct.

In an email sent on or about December 7, 2011, a Unitrans employee (“Unitrans Employee 1”) wrote to others at the company: “Mazen [Farouki] suggested to Huda [Farouki] to transport thru Iran. He is working on this.” The employee then forwarded the email exchange to Mazen Farouki, who responded “Noted.”

In response to a December 12, 2011 email discussing the plan to ship materials through Iran, FZCO Employee 1 wrote: “can you please take me off the emails. I am neither Interested nor concerned with shipments going through Iran.” An employee of Unitrans replied: “how many times do we need to request to remove the mentioning of a specific country in all emails. STOP that mentioning IMMEDIATELY.”

In an email dated on or about December 18, 2011, Mazen Farouki advised a subordinate at Unitrans that “It has been decided by ‘all’ that we use two routes . . . Via Karachi [Pakistan] [and] Via Bandar Abbas [Iran].”

On September 23, 2013, AH Farouki sent an email to a representative of DLA, with which FZCO had contracts to provide services in Afghanistan, about the shipments to Afghanistan through Iran. The email stated: “None of these items [alleged to have been shipped] were purchased from Iran. . . . Based on the current state of the investigation, [we] believe[] that only a small number of foreign-origin items for use in Afghanistan were involved, all or some of which may have been eligible for such transshipment under legal exceptions in place at the time. At no time did Anham acquire any goods in, or from, Iran. The senior team at Anham had no knowledge of these shipments and upon learning of this possibility made a voluntary disclosure to the U.S. government that Anham was investigating whether any violations had in fact occurred.”

On September 23, 2013, Mazen Farouki sent an Initial Notification of Voluntary Self-Disclosure to the U.S. Department of Commerce. That notification stated that it was “being

submitted as a result of Unitrans' discovery of the transshipment through Iran of certain items owned by ANHAM FZCO, which were being shipped by a third-party shipping company." The letter stated: "Unitrans will submit a Narrative Statement in accordance with Section 764.5(c)(3) of the EAR once its review is complete. Please note that since this investigation is ongoing, it is possible that some of [the] facts contained herein may change."

Neither of the above-described communications from Mazen Farouki and AH Farouki disclosed that employees of Unitrans had assisted Tracks with shipments into Afghanistan through Iran. This lack of disclosure obstructed or impeded DLA's due and proper administration of the law in connection with a proceeding that was pending before the DLA. The Company agrees that the communications from Mazen Farouki and AH Farouki satisfy the elements of 18 U.S.C. § 1505.

ATTACHMENT B

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with U.S. federal economic sanctions and federal laws relating to obstruction of justice and fraud (collectively, the "Relevant Laws"), UniTrans International, Inc. and ANHAM FZCO (the "Companies") agree to continue to conduct, in a manner consistent with all of their obligations under this Agreement, appropriate reviews of their existing internal controls, policies, and procedures.

Where necessary and appropriate, the Companies agree to modify their compliance programs, including internal controls, compliance policies, and procedures in order to ensure that they maintain an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts, as well as policies and procedures designed to effectively detect and deter violations of the Relevant Laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Companies' existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Companies will ensure that their directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the Relevant Laws and its compliance code.

Policies and Procedures

2. The Companies will develop and promulgate a clearly articulated and visible corporate policy against violations of the Relevant Laws, which policy shall be memorialized in a written compliance code.

3. The Companies will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the Relevant Laws and the Companies' compliance code, and the Companies will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the Relevant Laws by personnel at all levels of the Companies. These policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Companies. The Companies shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Companies.

4. The Companies will ensure that they have a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets.

Periodic Risk-Based Review

5. The Companies will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Companies.

6. The Companies shall review these policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness.

Proper Oversight and Independence

7. The Companies will assign responsibility to one or more authorized representatives of the Companies for the implementation and oversight of the Companies' compliance code, policies, and procedures. Such authorized representative(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, or the Companies' sole member, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. The Companies will implement mechanisms designed to ensure that their compliance code, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. The Companies will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Companies' compliance code, policies, and procedures.

Internal Reporting and Investigation

10. The Companies will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers,

employees, and, where appropriate, agents and business partners concerning violations of the Relevant Laws or the Companies' compliance code, policies, and procedures.

11. The Companies will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the Relevant Laws or the Companies' compliance code, policies, and procedures.

Enforcement and Discipline

12. The Companies will implement mechanisms designed to effectively enforce their compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Companies will institute appropriate disciplinary procedures to address, among other things, violations of the Relevant Laws and the Companies' compliance code, policies, and procedures by the Companies' directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Companies shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance code, policies, and procedures and making modifications necessary to ensure the overall compliance program is effective.

Mergers and Acquisitions

16. The Companies will develop and implement policies and procedures for mergers and acquisitions requiring that the Companies conduct appropriate risk-based due diligence on

potential new business entities, including appropriate due diligence by legal, accounting, and compliance personnel.

17. The Companies will ensure that the Companies' compliance code, policies, and procedures regarding federal law apply as quickly as is practicable to newly acquired businesses or entities merged with the Companies and will promptly (a) train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the Companies' compliance code, policies, and procedures; and (b) where warranted, conduct an audit of all newly acquired or merged businesses as quickly as practicable concerning compliance with the Relevant Laws.

Monitoring and Testing

18. The Companies will conduct periodic reviews and testing of their compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of the Relevant Laws and the Companies' code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT C

REPORTING REQUIREMENTS

UniTrans International, Inc. and ANHAM FZCO (the "Companies") agree that they will report to the United States Department of Justice, Criminal Division, Fraud Section, periodically, at no less than twelve-month intervals during a three-year term, regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment B. During this three-year period, the Companies shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two follow-up reviews and reports, as described below:

a. By no later than one year from the date this Agreement is executed, the Companies shall submit to the Fraud Section a written report setting forth a complete description of their remediation efforts to date, their proposals reasonably designed to improve the Companies' internal controls, policies, and procedures for ensuring compliance with U.S. federal economic sanctions, obstruction of justice, and fraud laws (collectively, the "Relevant Laws"), and the proposed scope of the subsequent reviews. The report shall be transmitted to: Chief – Market Integrity and Major Frauds Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Bond Building, Washington, DC 20530. The Companies may extend the time period for issuance of the report with prior written approval of the Fraud Section.

b. The Companies shall undertake at least two follow-up reviews and reports, incorporating the Fraud Section's views on the Companies' prior reviews and reports, to further monitor and assess whether the Companies' policies and procedures are reasonably designed to detect and prevent violations of the Relevant Laws.

c. The first follow-up review and report shall be completed by no later than one year after the initial report is submitted to the Fraud Section. The second follow-up review and report shall be completed and delivered to the Fraud Section no later than thirty days before the end of the Term.

d. The reports will likely 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 Fraud Section determines in its sole discretion that disclosure would be in furtherance of the Fraud Section's discharge of its duties and responsibilities or is otherwise required by law.

e. The Companies may extend the time period for submission of any of the follow-up reports with prior written approval of the Fraud Section.