



U.S. Department of Justice

Antitrust Division

*National Criminal Enforcement  
Section 1401 H Street, NW Suite  
3700 Washington, D.C. 20530*

September 27, 2006

Anthony V. Nanni, Esq.  
Fried, Frank, Harris, Shriver  
& Jacobson LLP  
1001 Pennsylvania Avenue,  
NW 9th Floor Washington,  
D.C. 20004

Re: Cooperation and Nonprosecution Agreement

Dear Mr. Nanni:

You have represented to the United States that you are counsel for the following listed entities in connection with a grand jury investigation in the Eastern District of Virginia into possible violations of the federal antitrust and related criminal laws by persons and entities involved in the military household goods moving industry: The Pasha Group; American Mopac International, Inc.; American Shipping, Inc.; BINL, Incorporated; and Gateways International, Inc. (together "Pasha Forwarders"). This letter sets forth the terms and conditions agreed by the United States and the Pasha Forwarders regarding cooperation in that criminal investigation.

1. The Pasha Forwarders agree to cooperate fully and truthfully with the United States in connection with its investigation of possible violations of federal antitrust and related criminal laws in the identified investigation, any other federal investigation resulting therefrom and any litigation or other proceeding arising or resulting from any such investigation to which the United States is a party ("Federal Proceeding"). The Pasha Forwarders' ongoing, full, and truthful cooperation shall include, but not be limited to:

(a) using their best efforts to secure the ongoing, full and truthful cooperation of their current and former officers, directors, and employees,

including making such persons available, at their expense, for debriefing and pre-trial conferences, interviews, and the provision of testimony in grand jury, trial and other judicial proceedings in connection with any Federal Proceeding;

(b) providing all documents, records, writings and materials of any kind in their possession or under their care, custody or control, requested by attorneys or agents of the United States, relating directly or indirectly to all areas of inquiry and investigation; and

(c) responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties for making false statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503).

2. Subject to the Pasha Forwarders' satisfaction of the obligations set forth in paragraph 1 above, the United States will not bring criminal charges against the Pasha Forwarders, or any of them, or any of their current or former officers, directors, and employees for any act or offense that was undertaken in furtherance of any antitrust conspiracy or other conspiracy or act intended to defraud the United States of its right to the honest administration of the Department of Defense's International Through Government Bill of Lading ("ITGBL") program through the submission of any false certification of common financial and administrative control or any false certification of independent pricing ("Relevant Offense"). The nonprosecution terms of this paragraph do not apply to any violation of the federal tax or securities laws, civil matters of any kind, or any crime of violence. Further, except as provided below, information pertaining to any Relevant Offense provided by the Pasha Forwarders to the United States pursuant to this agreement, or any information directly or indirectly derived from that information, may not be used against any Pasha Forwarder in a criminal case, except a prosecution for perjury (18 U.S.C. §§ 1621), making a false statement or declaration (18 U.S.C. §§ 1001, 1623) or obstruction of justice (18 U.S.C. § 1503).

3. In the event that a Pasha Forwarder shall fail to comply with any of its obligations under paragraph 1 of this agreement, the United States will notify such Pasha Forwarder or its counsel in writing of its intent to void the nonprosecution and immunity protections granted to such Pasha Forwarder under this agreement, and such Pasha Forwarder shall be subject to prosecution for any federal crime of which the United States has knowledge, including, but not limited to, any Relevant Offense. In addition, each

Pasha Forwarder agrees that, in any such prosecution, any documents, statements, information, testimony or evidence provided by any Pasha Forwarder to attorneys or agents of the United States, federal grand juries or courts, and any leads derived therefrom, may be used against any Pasha Forwarder, notwithstanding the protections of Fed. R. Evid. 410. Each Pasha Forwarder also agrees, in the event of a breach of its obligations under paragraph 1 of this agreement, that the statute of limitations period for any Relevant Offense will be tolled for the period between the date of the signing of this agreement and six months after the date that the United States gave notice of its intent to void any of the protections provided by this agreement.

This letter constitutes the entire agreement between the Pasha Forwarders and the United States concerning nonprosecution for antitrust and related offenses as defined herein. The undersigned is authorized to enter this agreement on behalf of the Pasha Forwarders, as evidenced by the resolutions of the boards of directors of each Pasha Forwarder attached to and incorporated by reference into this agreement.

Sincerely yours,  
Sincerely yours,

Hayes, et al.

Mark

Pletcher

Attorneys

National Criminal  
Enforcement Section

AGREED:

Anthony V.anni, Esq.

Fried, Frank, Harris, Shriver

& Jacobson LLP

Attorney and Agent for The Pasha  
Group; American Mopac International,  
Inc.; American Shipping, Inc.; BINL,  
Incorporated; and Gateways  
International, Inc.

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