UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

CASE NO. TDC-18-0011

UNITED STATES OF AMERICA

v.

TRANSPORT LOGISTICS INTERNATIONAL, INC.,

Defendant.

_____/

DEFERRED PROSECUTION AGREEMENT

Defendant Transport Logistics International, Inc. (the "Company"), pursuant to authority granted by the Company's Board of Directors, and the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of Maryland (the "Fraud Section and the Office"), enter into this deferred prosecution agreement (the "Agreement").

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached one-count criminal Information in the United States District Court for the District of Maryland charging the Company with one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-2. In so doing, the Company: (a) knowingly waives its right to indictment on this charge, as well as all rights to a speedy trial

pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A (the "Statement of Facts") and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Maryland. The Fraud Section and the Office agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. Should the Fraud Section and the Office pursue the prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of the Statement of Facts in any proceeding by the Fraud Section and the Office, including any trial, guilty plea, or sentencing proceeding, and will not contradict anything in the Statement of Facts at any such proceeding.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the "Term"). The Company agrees, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the

Fraud Section's and the Office's right to proceed as provided in Paragraphs 16-20 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section and the Office find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early. If the Court rejects the Agreement, all the provisions of the Agreement shall be deemed null and void, and the Term shall be deemed to have not begun.

Relevant Considerations

4. The Fraud Section and the Office enter into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

a. the Company did not receive voluntary disclosure credit because it did not voluntarily and timely disclose to the Fraud Section and the Office the conduct described in the Statement of Facts;

b. the Company received full credit for its substantial cooperation with the Fraud Section and the Office's investigation, including interviewing and providing downloads of facts from the relevant witnesses, including a witness based in Russia to whom the Fraud Section and the Office did not have access; reviewing emails and financial records; voluntarily organizing, identifying, and producing documents that assisted the government's prosecution of individuals;

c. the Company provided to the Fraud Section and the Office all relevant facts known to it, including information about the individuals involved in the misconduct;

d. the Company engaged in remedial measures, including terminating the employment of all employees who engaged in the misconduct;

e. the Company has instituted an enhanced compliance program and committed to continuing to enhance its internal controls, including by: (1) designating an individual to serve as TLI's Chief Compliance Officer; (2) instituting policies prohibiting (i) payments to bank accounts that are not in the name of the company/persons who is owed the payment, (ii) payments made in a country other than where the person/company resides or where the services are rendered, and (iii) payments for rebates, discounts, commission, or remuneration that are not specified in bids or contracts; (3) implementing payment controls, including requiring multiple reviews for payment requests and two signatures on check registers; and (4) committing to ensure that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

f. based on the Company's remediation, the state of its compliance program, the Company's relatively small size and risk profile, and the Company's agreement to report to the Fraud Section and the Office as set forth in Attachment D to this Agreement (Corporate Compliance Reporting), the Fraud Section and the Office determined that an independent compliance monitor was unnecessary;

g. the nature and seriousness of the offense conduct, including a long-running scheme in which high-level executives at TLI agreed to pay over a million dollars in bribes at the direction of, and for the benefit of, a Russian official;

h. the Fraud Section and the Office have been able to prosecute individuals responsible for the illegal conduct;

i. the Company has no prior criminal history;

j. the Company has agreed to continue to cooperate with the Fraud Section and the Office in any ongoing investigation of the conduct of the Company, its subsidiaries and

affiliates, and its officers, directors, employees, agents, business partners, and consultants relating to violations of the FCPA; and

k. although the Company received full cooperation and remediation credit, and thus a penalty of 25 percent off the bottom of the applicable U.S. Sentencing Guidelines fine range, after the Fraud Section and the Office, with the assistance of a forensic accounting expert, conducted an independent inability to pay analysis, it was determined that a penalty greater than $2 million would substantially jeopardize the continued viability of the Company;

l. accordingly, despite the seriousness of the offense and the fact that employees at the highest-level of the Company were responsible for the misconduct, due to the ability of the Fraud Section and the Office to prosecute culpable individual wrongdoers, the significant collateral consequences that a guilty plea by the Company would have on innocent employees and affiliates, the significant cooperation and remediation undertaken by the Company, including assisting the Fraud Section and the Office in prosecuting culpable individuals, the fact that a penalty greater than $2 million would substantially jeopardize the continued viability of the Company, and the other considerations outlined in (a) through (h) above, the Fraud Section and the Office have determined that a deferred prosecution agreement and a penalty of $2 million is sufficient but not greater than necessary to achieve the purposes described in 18 U.S.C. § 3553.

Future Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Fraud Section and the Office 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 and the Office at any time during the Term, subject to applicable law and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the term

specified in Paragraph 3 above. At the request of the Fraud Section and the Office, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, its parent company or its affiliates, or any of its 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 and the Office at any time during the Term. The Company agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or attorney work product doctrine with respect to its activities, those of its parent company and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section and the Office, upon request, any document, record or other tangible evidence about which the Fraud Section and the Office may inquire of the Company.

b. Upon request of the Fraud Section and the Office, the Company shall designate knowledgeable employees, agents, or attorneys to provide to the Fraud Section and the Office the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents, and consultants of the Company. 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 under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, 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 and the Office pursuant to this Agreement, the Company consents 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, as well as the MDBs, of such materials as the Fraud Section and the Office, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5 above, during the Term, should the Company learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery provisions had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegation to the Fraud Section and the Office.

Payment of Monetary Penalty

7. The Fraud Section and the Office and the Company agree that application of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

a. The 2016 USSG are applicable to this matter.[1]

b. Offense Level. Based upon USSG § 2C1.1, the total offense level is 42, calculated as follows:

(a)(2)	Base Offense Level	12
(b)(1)	Multiple Bribes	+2
(b)(2)	Value of benefit received more than $9,500,000	+20
TOTAL		34

c. Base Fine. Based upon USSG § 8C2.4(a)(2), the base fine is $28,500,000

d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 5, calculated as follows:

(a)	Base Culpability Score	5
(b)(4)	Involvement in Criminal Activity	+2
(g)(2)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 2
TOTAL		5

Calculation of Fine Range:

Base Fine	$28,500,000
Multipliers	1 (min)/ 2 (max)
Fine Range	$28,500,000 – $57,000,000

8. The Fraud Section and the Office and the Company agree, based on the application of the Sentencing Guidelines, that the appropriate criminal penalty is $21,375,000.

[1] Due to changes in USSG § 8C2.4 that potentially implicate *ex post facto* concerns, the 2014 USSG manual was used for the § 8C2.4 calculation.

This reflects a 25 percent discount off the bottom of the applicable Sentencing Guidelines fine range.

9. The Company has made representations to the Fraud Section and the Office that the Company has an inability to pay a criminal penalty in excess of $2,000,000. Based on those representations, and an independent analysis verifying the accuracy of those representations conducted by the Fraud Section and the Office (with the assistance of a forensic accounting expert), the parties agree that a criminal penalty of $2,000,000 is appropriate ("Total Criminal Penalty"). Prior to the signing of this Agreement, the Federal Bureau of Investigation administratively forfeited $221,940.70 from three bank accounts controlled by the Company. Accordingly, in fulfilment of the criminal penalty, the Company agrees that the $221,940.70 will remain forfeited and, no later than ten (10) business days after the Agreement is fully executed and filed, the Company shall pay the remaining $1,778,059.30 to the United States Treasury. The Company and the Fraud Section and the Office agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations outlined in Paragraph 4 above. The Total Criminal Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section and the Office that $2,000,000 is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Fraud Section and the Office agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the $2,000,000 penalty. The Company shall not seek or accept directly or indirectly

reimbursement or indemnification from any source, other than its parent company, with regard to the penalty or forfeiture amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the Statement of Facts.

Conditional Release from Liability

10. Subject to Paragraphs 16-20 below, the Fraud Section and the Office agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company or any of its subsidiaries relating to any of the conduct described in the Statement of Facts or the Criminal Information filed pursuant to this Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the Statement of Facts against the Company: (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.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.

Corporate Compliance Program

11. The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities

include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

12. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

Corporate Compliance Reporting

13. The Company agrees that it will report to the Fraud Section and the Office annually during the Term regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

Deferred Prosecution

14. In consideration of the undertakings agreed to by the Company herein, the Fraud Section and the Office agree that any prosecution of the Company for the conduct set forth in the Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct

disclosed by the Company that is not set forth in the Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

15. The Fraud Section and the Office further agree that if the Company fully complies with all of its obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 above and, at the conclusion of the Term, this Agreement shall expire. Further, within six months after the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1 above, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and the Statement of Facts.

Breach of the Agreement

16. If, during the Term, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 above; (d) fails to implement a compliance program as set forth in Paragraphs 9 and 10 above and Attachment C; or (e) otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Fraud Section and the Office become aware of such a breach after the Term is complete, the Company and its subsidiaries shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1 above, which may be pursued by the Fraud Section and the Office in the U.S. District Court for the District of Maryland or any other appropriate venue. Determination of whether the Company

has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Fraud Section and the Office 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 the Company, 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, the Company agrees 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, the Company agrees that the statute of limitations as to any violation of federal law 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 and the Office are 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.

17. In the event the Fraud Section and the Office determine that the Company has breached this Agreement, the Fraud Section and the Office agree to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within 30 days of receipt of such notice, the Company shall have the opportunity to respond to the Fraud Section and the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation,

which explanation the Fraud Section and the Office shall consider in determining whether to pursue prosecution of the Company.

18. In the event that the Fraud Section and the Office determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Fraud Section and the Office or to the Court, including the Statement of Facts, and any testimony given by the Company 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 and the Office against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

19. The Company acknowledges that the Fraud Section and the Office have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

20. Thirty days prior to the end of the period of deferred prosecution specified in this Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Fraud Section and the Office that the Company has met its disclosure obligations pursuant to Paragraph 6 above. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

21. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it 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 and the Office's ability to breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Fraud Section and the Office at least 30 days prior to undertaking any such sale, merger, transfer, or other change in corporate form. If the Fraud Section and the Office notify the Company prior to such transaction (or series of transactions) that they have determined

that the transaction(s) has the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined in the sole discretion of the Fraud Section and the Office, the Company agrees that such transaction(s) will not be consummated. In addition, if at any time during the Term the Fraud Section and the Office determine in their sole discretion that the Company has engaged in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, they may deem it a breach of this Agreement pursuant to Paragraphs 16-20 above. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, 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 and the Office.

Public Statements by Company

22. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 16 through 20 above. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determine that a public statement by any such person contradicts in whole or in part a statement

contained in the Statement of Facts, the Fraud Section and the Office shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts, provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

23. The Company agrees that if it, its parent company, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the Fraud Section and the Office to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Fraud Section and the Office and the Company; and (b) whether the Fraud Section and the Office has any objection to the release.

24. The Fraud Section and the Office agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the Fraud Section and the Office are not agreeing to advocate on behalf of the Company, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

25. This Agreement is binding on the Company and the Fraud Section and the Office 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 and the Office will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.

Notice

26. Any notice to the Fraud Section and the Office under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Daniel S. Kahn, Deputy Chief, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Washington, D.C. 20005; as well as, David I. Salem, Assistant United States Attorney, United States Attorney's Office for the District of Maryland, Southern Division, 6406 Ivy Lane Suite 800, Greenbelt, MD 20770. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Thomas M. Buchanan, Winston & Strawn, 1700 K Street, N.W., Washington, D.C. 20006. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company.

Complete Agreement

27. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and the Fraud Section and the Office. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed

by the Fraud Section and the Office, the attorneys for the Company and a duly authorized representative of the Company.

AGREED:

FOR TRANSPORT LOGISTICS INTERNATIONAL, INC.:

Date: 1-12-18

By: _____
Adrien Magnan
Chief Executive Officer and Chief Operating Officer
TRANSPORT LOGISTICS INTERNATIONAL, INC.

Date: 1/12/18

By: _____
Thomas M. Buchanan
WINSTON & STRAWN LLP

FOR THE DEPARTMENT OF JUSTICE:

SANDRA L. MOSER
Acting Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 1/12/18

BY: _____
Christopher J. Cestaro
Ephraim Wernick
Assistant Chiefs

Derek J. Ettinger
Trial Attorney

(cont'd)

FOR THE UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF MARYLAND:

STEPHEN M. SCHENNING
Acting United States Attorney
District of Maryland

Date: Jan. 12, 2018

BY: _____
David I. Salem
Michael T. Packard
Assistant United States Attorneys

COMPANY OFFICER'S CERTIFICATE

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

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

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

Date: 1-12-18

Transport Logistics International, Inc.

By: _____

Adrien Magnan
Chief Executive Officer and
Chief Operating Officer

CERTIFICATE OF COUNSEL

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

Date: 1/12/18

By: _____
Thomas M. Buchanan
Winston & Strawn LLP
Counsel for Transport Logistics International, Inc.

ATTACHMENT A

STATEMENT OF FACTS

1. The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), the United States Attorney's Office for the District of Maryland (the "Office"), and the defendant Transport Logistics International, Inc. ("TLI"). Certain of the facts herein are based on information obtained from third parties by the Fraud Section and the Office through their investigation and described to TLI. TLI hereby agrees and stipulates that the following facts and conclusions of law are true and accurate. TLI admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below.

Relevant Entities and Individuals

2. Defendant TLI was a United States company headquartered in Maryland, and thus a "domestic concern," as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-2(h)(1)(B). TLI was in the business of providing logistical support services for the transportation of nuclear materials to customers in the United States and to foreign customers.

3. Daren Condrey ("Condrey"), who has been charged separately, was a citizen of the United States and resident of Maryland. Condrey was an owner and executive of TLI from in or about August 1998 through in or about October 2014. Condrey was also the co-President of TLI from in or about January 2010 through in or about October 2014. Thus, Condrey was a

domestic concern" and an officer, employee, and agent of a "domestic concern," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

4. Mark Lambert ("Lambert") was a citizen of the United States and resident of Maryland. Lambert was an owner and executive of TLI from in or about August 1998 through in or about September 2016. Thus, Lambert was a "domestic concern" and an officer, employee, and agent of a "domestic concern," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

5. "Co-Conspirator One," a person whose identity is known to the United States and TLI, was an owner and executive of TLI from in or about 1998 to in or about December 2009, and a consultant to TLI from in or about January 2010 through in or about 2011.

6. JSC Techsnabexport ("TENEX") supplied uranium and uranium enrichment services to nuclear power companies throughout the world on behalf of the government of the Russian Federation. TENEX was indirectly owned and controlled by, and performed functions of, the government of the Russian Federation, and thus was an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

7. TENAM Corporation ("TENAM"), located in the United States, was a wholly-owned subsidiary of TENEX established in or about October 2010. TENAM was TENEX's official representative office in the United States. TENAM was owned and controlled by, and performed functions of, the government of the Russian Federation, and thus was an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

8. Vadim Mikerin ("Mikerin"), who has been charged separately, was a national of the Russian Federation. Mikerin was a Director of TENEX from at least in or around 2004 through in or around 2011, and also was the President of TENAM from in or around October 2010 through in or around October 2014. From in or around 2011 through in or around October 2014, Mikerin was a resident of Maryland. Mikerin was a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

9. "Shell Company A," a company whose identity is known to the United States and TLI, was a shell company with a purported physical address in the Republic of Seychelles. Shell Company A had bank accounts at financial institutions in Cyprus associated with a Russian national.

10. "Shell Company B," a company whose identity is known to the United States and TLI, was a shell company with a purported physical address in the United Kingdom. Shell Company B had a bank account at a financial institution in Latvia associated with a Russian national.

11. "Shell Company C," a company whose identity is known to the United States and TLI, was a shell company with a purported physical address in the British Virgin Islands. Shell Company C had bank accounts at financial institutions in Switzerland associated with a Russian national.

The Bribery Scheme

12. Between at least 2004 and 2014, TENEX routinely contracted with TLI to transport uranium to and from the United States. During that time period, TLI, together with its co-conspirators, including Condrey, Lambert, and Co-Conspirator One, knowingly and willfully

conspired to corruptly pay approximately $1.7 million for the benefit of Mikerin to secure improper advantages and to influence Mikerin in order to obtain and retain business with TENEX. Through this illegal scheme, TLI obtained profits of approximately $11.6 million.

13. At the outset of the bribery scheme, Mikerin communicated directly with Co-Conspirator One, a TLI executive at the time, about the bribe payments. Mikerin directed the timing of when TLI was to make the bribe payments and the offshore bank accounts that were to receive the bribe payments.

14. At some point in or before 2009, Condrey and Lambert learned that Co-Conspirator One had agreed with Mikerin to make corrupt payments in order for TLI to obtain and retain business and contracts with TENEX. Co-Conspirator One explained that the amount of each corrupt payment was based on an agreement with Mikerin to kickback a percentage of certain contract awards that TENEX awarded to TLI, and that TLI would continue to win contract awards with TENEX if such corrupt payments were made.

15. Soon after learning of the corrupt scheme, Condrey and Lambert agreed to enter into the conspiracy to make corrupt payments to offshore bank accounts to benefit Mikerin in order to help TLI obtain and retain business with TENEX.

16. In order to conceal and further the scheme, Condrey, Lambert, Mikerin, and Co-Conspirator One used code words like "lucky figure," "LF," "lucky numbers," "cake," "remuneration" and "commission" when communicating about the corrupt bribe payments.

17. In order to justify the bribe payments TLI was making, the involved TLI executives caused fake invoices to be prepared, which purported to be from TENEX to TLI and fraudulently described services that were never provided by TENEX to TLI.

a. For example, on or about November 30, 2009, Condrey sent an email to Co-Conspirator One, copying Lambert and a TLI employee who worked on accounting matters and processed outgoing payments. Condrey attached a spreadsheet entitled "2009 TENEX Commissions," and Condrey stated, "We need an invoice from TENEX (dated December) for $8,157.00 so we can update our financials and get commissions off the books this year."[1]

b. A document purporting to be "TENEX Invoice No. 30827," dated December 1, 2009, was created. The document described services that were never provided to TLI to justify a corrupt payment of approximately $8,157.

c. On or about December 3, 2009, TLI made a wire transfer payment of approximately $8,157 from TLI's bank account in Maryland to a Shell Company A bank account in Cyprus.

d. On or about December 4, 2009, Co-Conspirator One e-mailed Mikerin and wrote: "Cake was delivered yesterday as planned."

18. Co-Conspirator One left TLI in early 2010, but continued to work for TLI as a consultant. Upon Co-Conspirator One's departure from TLI, Condrey and Lambert became co-Presidents of TLI and they continued to conspire with Co-Conspirator One to communicate with Mikerin and facilitate the corrupt bribery scheme.

a. For example, on or about February 8, 2010, Mikerin emailed Co-Conspirator One, stating: "Would you please confirm your ability to support TLI's Cake Cooking on a regular basis once per Q at 5% net volume for RuParty."

[1] Unless bracketed, all quotations identified herein appear as in the original document, without corrections or indications of misspellings or typographical errors.

b. On or about February 8, 2010, Co-Conspirator One sent an email to Mikerin stating, in part, "I met with TLI principals last week and confirmed the cake process on a quarterly basis – all is well."

c. On or about April 8, 2010, Co-Conspirator One emailed Condrey and stated, "Vadim [Mikerin] has confirmed the delivery address as the same as the last one." Co-Conspirator One also attached a scanned document purporting to be TENEX "Invoice No. 30946," which described services that were never provided to TLI to justify a corrupt payment of approximately $17,145.75. Four days later, TLI made a wire transfer payment of approximately $17,145.75 from TLI's bank account in Maryland to a Shell Company A bank account in Cyprus.

19. Co-Conspirator One died in or around August 2011. After Co-Conspirator One's death, and continuing through in or around October 2014, Condrey and Lambert continued the corrupt bribery scheme and communicated directly with Mikerin to obtain fraudulent invoices and facilitate the corrupt bribery payments.

a. For example, on or about September 23, 2011, Mikerin emailed Condrey and Lambert from Mikerin's personal email address to provide inside information from TENEX to assist TLI in obtaining a new contract award over "the other two competitors," in exchange for additional corrupt bribe payments. In the email, Mikerin requested, in relevant part, that Condrey and Lambert "initiate from your side new quotations for filled and empty cylinders transportation" for 2012 and 2013, which TLI should email to a senior official at TENEX, and Mikerin suggested that TLI offer firm quotations for empty cylinder transportation of "350-450 units in CY 2012 (Q3-Q4) @ $400/cyl (max !)," "outstanding quantity up to 120 units in

CY2013 (Q1) @ $450/cyl (max !)." Mikerin specified that the "rates should include new Lucky Figures."

b. On or about December 2, 2011, Mikerin emailed Condrey and Lambert from his personal email address, with the subject line, "news and lucky figure," and stated, in relevant part, "with the understanding of the forthcoming end of Q4 and CY2011 please tell me what lucky figure will be when we should start our process (docs, etc.)."

c. On or about December 20, 2011, as a follow-up to the "news and lucky figure" email referenced in Paragraph 19b above, Condrey replied to Mikerin at his personal email address, copying Lambert, "I am off from work today. . . . Just shoot me an email with your proposal; or you can call [Lambert] at the office as he is fully informed, and we can finalize how you want to proceed."

d. Later that day, Mikerin emailed Condrey and Lambert from his personal email address in response to the email referenced in Paragraph 19c above, and asked them to advise "if you MIGHT or NEED to release funds til[] the end of the Year subject to our agreement in all subjects." Mikerin added that he was traveling to Moscow, Russia, and he asked whether Lambert had any information about a transportation-related demurrage fee that TLI was disputing with TENEX.

e. Later that day, Lambert replied to Mikerin at his personal email address in response to the email referenced in Paragraph 19d above, and explained, "We'd plan on making the 4th quarter payment before the end of the year, once we can confirm the final amount." Lambert added that he and Condrey had not heard anything about the disputed demurrage fee from TENEX.

f. On or about December 21, 2011, after Mikerin arrived in Moscow, Mikerin sent a reply email to Condrey and Lambert in response to the email referenced in Paragraph 19e above. In his email, Mikerin attempted to resolve TLI's disputed demurrage fee with TENEX by reducing the "subject cost [$]6,750 from 'Lucky figures' being calculated for Q4 2011. . . . [and] based on this the Invoice will be arranged just today and sent to you. [Y]our payment is to be effected on [December] 23 in order to be ahead of the holiday season and to allow [Shell Company B] to get the funds early next week. [I]f our Big Friend improves the issue some time later and you are Ok with the results we will reestablish Lucky Figures for Q1 2012[.] I've just got 'Ok' to proceed with [Shell Company B] in the shortest possible time (hot market activities) and kindly request you to confirm and give 'green light'."

g. Later that day, Condrey sent an email to Mikerin at his personal email address in response to the email referenced in Paragraph 19f above, copying Lambert, to "confirm and give the 'Green Light,'" and to request the invoice.

h. Later that day, Mikerin emailed Condrey from Moscow using his personal email address. Mikerin attached a document to the email, which purported to be TENEX "Invoice No. 35685" and was dated December 12, 2011. The document fraudulently described services that were never provided to TLI to justify a corrupt and fraudulent payment of approximately $125,930.53. On the following day, TLI made a wire transfer payment of approximately $125,930.53 from TLI's bank account in Maryland to a Shell Company B bank account in Latvia.

i. On or about March 28, 2012, Mikerin emailed Condrey and Lambert from his personal email account, and stated in relevant part, "Hello Daren [Condrey] and Mark

[Lambert], Thank you both for your visit [to] our 'noisy' location on Monday and energetic lunch together. . . . Also a channel for 'lucky figures' process has been checked and confirmed (no changes), so you will get an invoice for the amount [$]48,089.30 tomorrow. Would you please to confirm that it'll be done before the end of the month of Q1 or early next week[?]"

j. Later that day, Condrey sent an email to Mikerin at his personal email account in response to the email referenced in Paragraph 19i above, copying Lambert, and stated in relevant part, "We will check with accounting and get back to you on time frame for payment of invoice, when received."

k. Later that day, Mikerin emailed Condrey from his personal email account and attached a document, which purported to be TENEX "Invoice No. 1547-12." The document fraudulently described services that were never provided to TLI to justify a corrupt and fraudulent payment of approximately $48,089.30. On the following day, TLI made a wire transfer payment of approximately $48,089.30 from TLI's bank account in Maryland to a Shell Company B bank account in Latvia.

l. On or about May 22, 2012, Mikerin emailed Condrey from his personal email address, with the subject line reading "invoice LF," and stated, "The subject invoice enclosed." Mikerin attached a document to the email, which purported to be TENEX "Invoice No. 2441-12," dated May 23, 2012, and which fraudulently described services that were never provided to TLI to justify a corrupt and fraudulent payment of approximately $121,962.33. Three days later, TLI made a wire transfer payment of approximately $121,962.33 from TLI's bank account in Maryland to a Shell Company B bank account in Latvia.

m. On or about April 2, 2013, Mikerin emailed Condrey from his personal email address, with the subject line "Figures," and stated, "Please advise when Q1 'LF' can be done to check on our side in advance."

n. The following day, Condrey sent an email to Mikerin in response to the email referenced in Paragraph 19m above, and attached a draft of an internal TLI spreadsheet that documented TLI's contracts with TENEX and the corrupt bribe payments that TLI owed TENEX under the column "7% Remun." Condrey stated, "See attached. If we receive payment of 13-104 [a TLI invoice to TENEX] by April 26 (when due) then we may be able to arrange full amount by end of April." Condrey explained that TLI could make a corrupt payment without the bribe amount associated with invoice 13-104 at that time, or they could wait until TENEX paid amount invoiced in invoice 13-104, at which point TLI would be in a position to make the full corrupt payment.

o. On or about April 8, 2013, Mikerin sent an email to Condrey in response to the email referenced in Paragraph 19n above, and agreed to postpone the date when TLI's corrupt kickback payment should be made.

p. On or about April 28, 2013, after TENEX remitted payment to TLI for TLI invoice 13-104, Mikerin emailed Condrey from his personal email address, stating, "Please find the due Invoice. Please not[e] that the previous file was provided with the NEW INSTRUCTIONS where to go ([Shell Company C] instead of [Shell Company B]). . ." Mikerin attached a document that purported to be TENEX "Invoice No. 1368-04," which was dated April 25, 2013 and fraudulently described services that were never provided to TLI to justify a corrupt and fraudulent payment of approximately $25,774. On or about May 6, 2013, TLI made a wire

transfer payment of approximately $25,774 from TLI's bank account in Maryland to a Shell Company C bank account in Switzerland.

q. On or about June 26, 2013, Mikerin emailed Condrey and Lambert about "our LF Q2 matter," among other things.

r. Later that day, Lambert sent an email to Mikerin in response to the email referenced in Paragraph 19q above, and explained that Condrey was out of the office, but Lambert was "in the office today if you have any questions."

s. Later that day, Mikerin sent an email to Lambert in response to the email referenced in Paragraph 19r above, and stated, "I'll call you tmr to discuss details." On or about July 11, 2013, TLI made a wire transfer payment of approximately $95,833.55 from TLI's bank account in Maryland to a Shell Company B bank account in Latvia.

t. On or about August 26, 2013, Mikerin emailed Condrey from his personal email address with an attached document, stating in relevant part, "The subject invoice is attached." Mikerin attached a document that purported to be TENEX "Invoice No. 1491-08," which fraudulently described services that were never provided to TLI to justify a corrupt payment of approximately $94,102.00.

u. On or about August 28, 2013, Mikerin emailed Condrey from his personal email address to follow up on his email referenced in Paragraph 19t above, and attached a file with wiring instructions for Shell Company C, stating, "Daren [Condrey], please find enclosed the file with instructions for transfer to [Shell Company C] (the same as it was in May)."

v. Later that day, Mikerin emailed Lambert, in relevant part, ". . . please advise me (based on our short business meeting with Daren [Condrey] last Tue.) how quick we

can proceed with our "LF" matter, possible by the end of this week? As agreed with Daren [Condrey] I sent an e-mail (with a doc enclosed) on Mon. [August 26, 2013] but didn't hear from him." On or about August 30, 2013, TLI made a wire transfer payment of approximately $94,102 from TLI's bank account in Maryland to a Shell Company C bank account in Switzerland.

20. On or about March 31, 2014, Condrey and Lambert learned that TENEX failed to award a certain contract to TLI, and Condrey forwarded to Lambert an email that Condrey had sent to Mikerin at his personal email address. In the email to Mikerin, Condrey stated, "[w]e are advising our parent company today that we were informed by TENEX that we were not successful in our bid . . . . Everything we do now, in regards to bids for TENEX, will be reviewed and scrutinized. And I do mean everything. Later this week, [Lambert] and I will discuss what path we want to take in the future. Considering that price is the only factor that matters at this point."

21. On or about October 1, 2014, TLI made the final bribery payment, an approximately $45,954.45 wire transfer payment from TLI's bank account in Maryland to a Shell Company C bank account in Switzerland.

22. During the conspiracy, TLI, together with its co-conspirators, including Condrey, Lambert, and Co-Conspirator One, knowingly and willfully conspired to corruptly make the following 36 bribe payments, totaling over $1.7 million, for the benefit of Mikerin, to secure improper advantages and to influence Mikerin in order to obtain and retain business with TENEX:

Date	Recipient	Amount (USD)
March 16, 2005	Offshore Account	$31,305.00
January 30, 2006	Offshore Account	$3,100.00
June 30, 2006	Offshore Account	$3,288.00
December 15, 2006	Offshore Account	$21,860.00
April 18, 2007	Shell Company A	$26,320.00
October 1, 2007	Shell Company A	$17,392.00
April 21, 2008	Shell Company A	$20,801.25
September 9, 2008	Shell Company A	$14,743.75
April 15, 2009	Shell Company A	$28,069.00
May 22, 2009	Shell Company A	$49,058.00
July 29, 2009	Shell Company A	$13,960.00
October 30, 2009	Shell Company A	$49,206.50
December 3, 2009	Shell Company A	$8,157.00
April 12, 2010	Shell Company A	$17,145.75
June 23, 2010	Shell Company A	$51,096.50
September 9, 2010	Shell Company A	$80,756.31
November 4, 2010	Shell Company A	$47,048.79
December 15, 2010	Shell Company A	$25,371.40
February 15, 2011	Shell Company A	$29,724.50
April 11, 2011	Shell Company A	$62,227.88
July 7, 2011	Shell Company B	$49,176.81
September 27, 2011	Shell Company B	$81,397.21
December 22, 2011	Shell Company B	$125,930.53
March 29, 2012	Shell Company B	$48,089.30
May 25, 2012	Shell Company B	$121,962.33
August 30, 2012	Shell Company B	$108,950.80
December 18, 2012	Shell Company B	$142,204.30
May 6, 2013	Shell Company C	$25,774.00

July 11, 2013	Shell Company B	$95,833.55
August 30, 2013	Shell Company C	$94,102.00
October 30, 2013	Shell Company C	$77,896.00
November 8, 2013	Shell Company C	$62,457.93
December 16, 2013	Shell Company C	$57,713.42
March 28, 2014	Shell Company C	$28,504.00
May 30, 2014	Shell Company C	$28,637.00
October 1, 2014	Shell Company C	$45,954.45

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Transport Logistics International, Inc. (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of Maryland (the "Fraud Section and the Office") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Fraud Section and the Office; and

WHEREAS, the Company's Chief Executive Officer and Chief Operating Officer, Adrien Magnan, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Fraud Section and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the one-count Information charging the Company with a violation of 18 U.S.C. § 371; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Fraud Section and the Office; and (c) agrees to accept a total criminal penalty against the Company totaling $2,000,000, and to pay such penalty with respect to the conduct described in the Information in the manner described in the Agreement;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any

charges by the United States arising out of the conduct described in the Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Maryland; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Fraud Section and the Office 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;

3. The Chief Executive Officer and Chief Operating Officer of Transport Logistics International, Inc., Adrien Magnan, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Chief Executive Officer and Chief Operating Officer of Transport Logistics International, Inc., Adrien Magnan, may approve;

4. The Chief Executive Officer and Chief Operating Officer of Transport Logistics International, Inc., Adrien Magnan, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

(cont'd)

5. All of the actions of the Chief Executive Officer and Chief Operating Officer of Transport Logistics International, Inc., Adrien Magnan, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 1/12/2018

By: _____
Michael Rosso
Corporate Secretary
Transport Logistics International, Inc.

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Transport Logistics International, Inc. (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption 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 Company's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

Policies and Procedures

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts (collectively, the "anti-corruption laws,"), which policy shall be memorialized in a written compliance code.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance code, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. The Company will ensure that it has 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:

a. transactions are executed in accordance with management's general or specific authorization;

b. 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;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. The Company will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Company shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Board of Directors, 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 Company will implement mechanisms designed to ensure that its anti-corruption 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), or positions that otherwise pose a corruption risk to the Company, 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 Company 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 Company's anti-corruption compliance code, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Internal Reporting and Investigation

10. The Company 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 anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

11. The Company 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 anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

Enforcement and Discipline

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

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance code, policies, and procedures by the Company's 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 Company 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 anti-corruption compliance program is effective.

Third-Party Relationships

14. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's anti-corruption compliance code, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's

compliance code, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. The Company will ensure that the Company's compliance code, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and the Company's compliance code, policies, and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

18. The Company will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's anti-corruption code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT D

REPORTING REQUIREMENTS

Transport Logistics International, Inc. (the "Company") agrees that it will report to the Fraud Section and the Office 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 C. During this three-year period, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two (2) follow-up reviews and reports, as described below:

a. By no later than one year from the date this Agreement is executed, the Company shall submit to the Fraud Section and the Office a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the Company's internal controls, policies, and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent reviews. The report shall be transmitted to Deputy Chief - FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Bond Building, Eleventh Floor, Washington, DC 20530 and the Fraud and Corruption Section, United States Attorney's Office for the District of Maryland, Southern Division, 6406 Ivy Lane Suite 800, Greenbelt, MD 20770. The Company may extend the time period for issuance of the report with prior written approval of the Fraud Section and the Office.

b. The Company shall undertake at least two follow-up reviews and reports, incorporating the Fraud Section and the Offices' views on the Company's prior reviews and reports, to further monitor and assess whether the Company's policies and procedures are

reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption 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 and the Office. The second follow-up review and report shall be completed and delivered to the Fraud Section and the Office 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, 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 and the Office determine in their sole discretion that disclosure would be in furtherance of the Fraud Section and the Offices' discharge of their duties and responsibilities or is otherwise required by law.

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