ADMINISTRATIVE SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made between the United States Army (Army) and Platinum Services ("PSI") Inc., and Mario Smoot (Owner).

A. PREAMBLE

1. An investigation by the Major Procurement Fraud Unit (MPFU) concerning the business practices of Mr. Mario S. Smooth and his company, PSI, a freight forwarding and moving company, uncovered evidence of possible improper conduct by PSI in connection with PSI's performance of Government contracts. Specifically the MPFU investigation disclosed evidence of four possible instances of misconduct:

a. The Army Contracting Command, Mission & Installation Contacting Command awarded Contract Nos. W91QV1-10-D-0006 and W91QV1-10-D-0008 to PSI on 1 April 2010. Both contracts involved moving and storage of personal property and household goods. The Army issued a Stop Work Order against both contracts on 15 April 2010, and terminated the contracts for the convenience of the Government on or about 14 May 2010. Following award of the contracts, the Army directed PSI to pick-up, haul and perform re-coopering for 218 crates, on an expedited basis. PSI performed the services from 8 April 2010 to 15 April 2010, and invoiced for the services on 16 April 2012. On 15 June 2012, PSI filed a certified claim with the Armed Services Board of Contract Appeals (ASBCA) pursuant to the Contract Disputes Act, 41 U.S.C §§ 7101 *et seq.*, for services performed prior to the terminations of $19,620.00, and incurred cost of $130,604.47. As part of its claim submission, PSI included a copy of a lease containing a clause, referenced as paragraph "h." which provided that "[i]n the event that Platinum Services Inc. is not awarded any of the four DPM contracts for which it submitted bids this amendment to the lease shall be voided." The lease was between PSI and the Seventh-Day Adventist Church World Headquarters for warehouse storage space. According to a representative of the Seventh-Day Adventist Church World Headquarters, the clause was not part of the lease signed by the Church.

b. PSI's offer under Solicitation No. W91QV1-10-R-0003 included a response to a Past Performance Questionnaire regarding PSI's performance of Contract No. W91ZLK-09-D-0001. An employee of Aberdeen Proving Ground Department of Logistics stated in an interview with MPFU that the Questionnaire had not been completed by the Army, nor was permission granted to PSI to complete the survey on the Government's behalf.

c. According to information developed by MPFU, PSI began doing business with ITED Networks and its owner, Mr. Theodoros Theocharis in 2009. ITED provided information technology support to other businesses in the moving industry including Eagle Van Lines Inc. Through Eagle Van Lines Inc., Mr. Theocharis was introduced to PSI. In an interview Mr. Theocaris advised that, an individual allegedly representing PSI had contacted him requesting that he (Mr. Theocaris) generate an invoice for $30,000.00, purporting to indicate that ITED installed cameras and security systems throughout PSI's warehouse facility, even though

no such work had been performed on behalf of PSI. ITED refused this request and promptly terminated its business relationship with PSI.

d. The MPFU investigation also revealed allegations that PSI may have submitted fraudulent bills to the Contracting Officer Representative at the Installation Management Command.

2. Based on the information disclosed by the MPFU investigation, on February 18, 2014, the Army proposed that PSI and its President and Chief Executive Officer, Mr. Mario Smoot to be debarred from Government contracting. The Army took this action because PSI's present responsibility as a Government contractor was called into question the MPFU investigation.

3. PSI and Mr. Smoot responded in writing to the Army's Notice of Proposed Debarment. In the written submission, PSI and Mr. Smoot provided information and arguments in opposition to debarment. Mr. Smoot specifically denied any knowledge of or involvement with the alleged misconduct uncovered by MPFU. The written submission covered each of the alleged instances of suspected misconduct and challenged the allegations against PSI and Mr. Smoot. It also included Declarations from Mr. Smoot and his son Chris Smoot, as well as documents supporting the denial of wrongdoing. Mr. Smoot and his son also met with the Army Suspension and Debarment Official to further explain why debarment was not necessary to protect the Government's interests and to answer questions regarding PSI's business dealings with the Army.

4. In order to provide further assurance of its present responsibility and without any admission of wrongdoing, Contractor agrees to take the remedial actions specified in Section C, Contractor Responsibility Program, subject to the terms and conditions described in Section D, General Conditions, and Section E, Administration of Agreement.

5. The Army has determined that the terms and conditions of this Agreement provide adequate assurance that the interests of the Government will be sufficiently protected to preclude the necessity of debarment or suspension of PSI or Mr. Mario Smoot. The proposed debarment of PSI and Mr. Mario Smoot will be lifted immediately upon the effective date of this Agreement, and the entries in the System for Award Management ("SAM") for PSI and Mr. Mario Smoot will be updated immediately to reflect the termination of the debarment proceedings against them.

NOW THEREFORE, in consideration of the promises set forth herein and for good and valuable consideration, the parties mutually agree as follows.

B. DEFINITIONS

ADMINISTRATIVE SETTLEMENT AGREEMENT
Platinum Services ("PSI") Inc., and Mario Smoot (Owner).

1. "Contractor" refers to Platinum Services, Inc., including its directors, officers, and employees, while acting in their capacities as such.

2. "Days" refers to "calendar days."

3. "Effective date" (of this Settlement Agreement) refers to the date on which the Army's Suspension and Debarment Official signs this Agreement on behalf of the Army.

4. "Employee" refers to officers, managers, and supervisors. All full and part-time workers and consultants will be considered employees for training purposes.

5. "Ethics Program Director" refers to a managerial official of the Contractor who will be the first point of contact for all questions regarding the terms and conditions of this Agreement.

6. "FAR" refers to the Federal Acquisition Regulation.

7. "Government" refers to any department, agency, division, independent establishment, or wholly owned corporation of the United States Government.

8. "Independent cause" for suspension or debarment refers to a reason or basis for such action not directly related to information set forth in the Preamble or any document referred to in the Preamble.

9. "Ombudsman" refers to an independent attorney, certified public accountant, or other expert knowledgeable in the area of Federal Government contracting policies and procedures who will audit Contractor compliance with the terms of this Agreement.

C. CONTRACTOR RESPONSIBILITY PROGRAM

1. General. Contractor shall institute a Contractor Responsibility Program involving all its employees. The program shall be designed to ensure that Contractor maintains the high standard of business integrity and honesty required of Government contractors and that Contractor's performance of Government contracts is in strict compliance with their terms. At a minimum, the Program shall include the following features, which are described in greater detail below:

a. Notification to employees and subcontractors of this Agreement;

b. Adoption of a Code of Business Ethics and Conduct;

c. Publication of a Government Contracting Policies and Procedures Manual;

d. Establishment and conduct of a training program in business ethics and Government contracting for all Contractor employees and subcontractors;

e. Appointment of an Ethics Program Director; and

f. Installation of an employee and subcontractors reporting mechanism to report suspected instances of improper conduct.

2. Notification of This Agreement. Within 30 days of the effective date of this Agreement, Contractor's President shall prepare and display, in a prominent place accessible to all employees and subcontractors, a letter stating that Contractor has entered into an administrative settlement agreement with the Army. A copy of the President's letter will be forwarded to the Army for approval prior to distribution and will describe this Agreement and Contractor's responsibilities thereunder. The letter shall state:

a. The basis for this Agreement;

b. Contractor's commitment to observe all applicable laws and regulations, and to maintain the highest standards in conducting business with the United States Government;

c. A brief description of the features of the Contractor Responsibility Program;

d. The Contractor's Ethics Program Director's name, address, and mechanism for reporting misconduct.

e. The availability of the Ethics Program Director for consultation on any questions concerning Contractor's business practices or employee responsibilities, or subcontractors including required reporting of improprieties; and

f. That all improprieties regarding Government operations shall be reported to the Ethics Program Director who will conduct an investigation followed by appropriate corrective action, and that employees may make such reports without revealing their identity.

3. Code of Business Ethics and Conduct.

a. Contractor shall create, maintain, and revise, as necessary, a Code of Business Ethics and Conduct ("Code"). The Code shall be designed to ensure that Contractor maintains the business integrity and honesty required of a Government contractor, and that Contractor's performance is in strict compliance with the terms and conditions of its Government contracts.

b. Contractor has already submitted a copy of its Code of Business Ethics and Conduct to the Army for approval. If the Army objects to the Code of Business Ethics and Conduct,

Contractor shall promptly revise the Code to meet the Army's objections and resubmit it for approval.

c. Elements of the Code of Business Ethics and Conduct. The Code shall include at a minimum:

(1) A statement of Contractor's commitment to comply with the contractor responsibility provisions of the FAR and all other applicable laws and regulations concerning the conduct of Government contracting or subcontracting;

(2) A statement of Contractor's commitment to fully cooperate with any Government agencies responsible for either investigation or corrective actions;

(3) Specific standards of conduct for Contractor employees concerning their business dealings with the Government on behalf of Contractor;

(4) Notice that Contractor will immediately discipline, to include termination if appropriate, employees or officers, termination of affiliation with subcontractors whose conduct violates applicable laws, regulations, or the basic tenets of business integrity and honesty set forth in the Code of Business Ethics and Conduct; and

(5) A requirement that Contractor employees report to the Ethics Program Director any impropriety or violation of this Agreement, whether committed by Contractor, a vendor, a subcontractor, or a Government employee; and

(6) Any provisions that pertain to an individual contractor's misconduct that this Agreement is designed to prevent, e.g., product substitution, antitrust violations, compliance with the Truth in Negotiation Act, timecard reporting, compliance with the Prompt Payment Act in paying subcontractors, prohibition on offering or receiving gifts or gratuities from or to suppliers or Government personnel, etc.

4. Government Contracting Policies and Procedures Manual.

a. Contractor shall establish and maintain a written Government Contracting Policies and Procedures Manual ("Manual") to regulate the performance of its Government contracts. The Manual shall describe, in detail, Contractor's method for competing for and administering Government contracts and the positions responsible for performing, approving, and reviewing these tasks.

b. Contractor management shall monitor employee compliance with the policies and procedures set forth in the Manual, and consider such compliance when making decisions concerning personnel decisions, including compensation.

c. Within 60 days of the effective date of this Agreement, Contractor shall submit a draft Manual to the Army for written approval. If the Army objects to the Manual, Contractor shall promptly revise it to meet the Army's objections and resubmit it for approval. At a minimum, the Government Contracting Policies and Procedures Manual will be updated annually.

5. Training Program.

a. Army Approval of Training Plans. Within 30 days of the effective date of this Agreement, Contractor shall provide the Army a training plan with a detailed description of course materials it intends to use in ethics and Government contracting training classes. If the Army rejects a plan, Contractor will promptly propose another plan.

b. Ethics Training. Within 60 days of the approval of the training plan by the Army, pursuant to subparagraph a. above, Contractor shall provide all its employees with a copy of its Code of Business Ethics and Conduct and conduct initial training in business ethics and conduct. All employees shall sign and date a roster, certifying that they attended training and received and read a copy of the Code of Business Ethics and Conduct. Contractor shall ensure that newly hired employees receive training, a copy of the Code of Business Ethics and Conduct, and sign and date a roster certifying they attended training and received and read a copy of the Code.

c. Government Contracting Training. Within 60 days of the approval of the training plan by the Army, pursuant to paragraph a above, Contractor shall provide employees directly involved with Government contracts, specialized training in laws, regulations, and contractor policies and procedures related to Government contracting. These employees shall sign and date a roster certifying they attended the training and received a copy of the Government Contracting Policies and Procedures Manual, and were familiarized with the Government Contracting Policies and Procedures Manual, which is readily accessible to them.

d. Frequency and Certification of Training. Contractor shall conduct and update all ethics and Government contracting training and employee certifications annually. The Ethics Program Director shall maintain all employee certification rosters for ethics and Government contracting training and make them available to the Army upon request.

e. Notice of Training. Contractor will provide the Army a schedule of all ethics and Government contracting training sessions at least 15 days in advance, so the Army may attend the training.

6. Ombudsman.

a. Appointment of Ombudsman. Within 30 days of the effective date of this Agreement, Contractor shall nominate an individual, not an employee, to serve as an Ombudsman at

Contractor's expense for the oversight of this Agreement. Contractor shall provide the Army with the name, telephone number, current position, resume, and duties of the nominee for Army approval. Should the Army reject the nominee, Contractor shall promptly nominate another Ombudsman for Army approval. Furthermore, any change of Ombudsman requires prior Army approval, and should the Army become dissatisfied with the performance of the Ombudsman, the Army may require Contractor to propose a new Ombudsman, subject to Army approval.

b. Nature of Employment. The Ombudsman is an independent check upon the Contractor's compliance with this Agreement. The Ombudsman shall not be an agent of the Contractor, and his work shall not be subject to the Contractor's assertion of the attorney-client privilege or the work product doctrine. Generally, the Ombudsman shall serve as the Contractor's first point of contact for all questions regarding the terms and conditions of this Agreement and Contractor implementation of this Agreement. The Ombudsman in consultation with the Contractor shall ensure the implementation and management of the Ethics Program. Any change in the Ethics Program management shall require prior Army approval. It will be the Ombudsman's duty to assist management in implementing this Agreement, serve as a point of contact for all questions regarding the terms and conditions of this Agreement, investigate complaints concerning Contractor's compliance with this Agreement, and report to the Army concerning Contractor's compliance with this Agreement. If not an attorney, the Ombudsman may consult with an attorney, at Contractor's expense, in performing any of his responsibilities under this Agreement.

c. Annual Certification of Independence. Upon nomination, and upon each anniversary of the effective date of this Agreement during its tenure, Contractor shall furnish the Army with an affidavit from the Ombudsman certifying that he has no financial interest in, or other relationship with, the Contractor or its affiliates, other than that arising from his appointment as the Ombudsman. The affidavit must also certify that his representation of any other client will not create a conflict of interest or appearance thereof in fulfilling his responsibilities as Ombudsman. Any change in relationships that would affect these certifications must be reported to the Army before they occur or as soon as the Ombudsman or Contractor learns of them.

d. Particular Duties. The Ombudsman will investigate all allegations of violations of this Agreement, Government contract laws, rules, and regulations, or other matters that raise questions concerning Contractor's present responsibility. For this purpose, the Ombudsman, at the conclusion of each investigation, shall provide a written report to Contractor's president and to the Army, detailing the substance of the allegations, evidence revealed by the investigation, and the findings and recommendations. Contractor shall take corrective actions where appropriate. The Ombudsman's complete investigative file shall be furnished to the Army. This provision does not preclude participation in the FAR Subpart 9.5 Mandatory Disclosure Program.

7. Misconduct Reporting.

a. General. Within 30 days of the effective date of this Agreement, Contractor shall establish and maintain a mechanism by which employees and/or subcontratcors may report to the Ethics Program Director suspected incidents of improper conduct, to include fraud, waste, and abuse, or violation of the terms of any contract or this Agreement. The reporting mechanism and the name and address of the Ethics Program Director shall be prominently displayed in all employees and subcontractors work and break areas, and included in all appropriate internal employee and management publications. These notifications shall describe the reporting mechanism purpose, and explain that reports may be made anonymously, that all anonymous reports will be acted upon in the same manner as identifiable reports.

b. Reporting Log. The Ethics Program Director shall maintain a log of all misconduct reporting, to include: date and time of reporting; identity of reporter, if disclosed; summary of allegation or inquiry; and general resolution or referral. The Ethics Program Director shall ensure that each report is adequately investigated and resolved. Investigation reports shall be provided to the Army. Contractor shall not assert an attorney-client or work-product privilege with respect to the reporting log, investigative reports, or their contents.

8. Reports to the Army. The Ethics Program Director shall submit a semi-annual report to the Army that is postmarked no later than seven days after the first day of October and April, as appropriate, of each year that this Agreement is in effect, until this Agreement has expired. The report shall include:

a. A description of the training conducted that is required by this Agreement and the number of persons who attended, including a statement of the percentage of total employees and subcontractors trained year to date as of the date of the report.

b. The total number of misconduct reports and other contacts made or referred to the Ethics Program Director. This part of the report shall include:

(1) The means by which any alleged misconduct was reported (e.g., call, letter, or drop-in visit, etc.);

(2) The category of any alleged misconduct (e.g., product substitution, mischarging, defective pricing, etc.) and a brief descriptive summary thereof;

(3) Whether the alleged misconduct was substantiated, in whole or in part;

(4) Whether disciplinary action was imposed and if so, a description of that action; and

(5) Whether corrective measures other than disciplinary action were taken and if so, a description of those actions. Matters pending resolution at the time of a reporting period shall be included in each subsequent report until final resolution of all matters are reported.

D. GENERAL CONDITIONS

1. Unallowable Costs. All costs, as defined in FAR 31.205-47, incurred for or on behalf of Contractor in response to or in preparation of Government criminal, civil, or administrative actions arising out of alleged violations described in the Preamble, and all costs incurred by Contractor in negotiating, implementing and abiding by the terms of this Agreement, shall be deemed unallowable costs, direct or indirect, for Government contract purposes. These unallowable amounts shall be separately accounted for by Contractor by identification of costs incurred: a) through accounting records to the extent possible; b) through memorandum records, including diaries and formal logs, regardless of whether such records are part of official corporate documentation, where accounting records are not available; and c) through good faith itemized estimates where no other accounting basis is available.

2. Allowable Costs. The costs of all self-governance, compliance, or ethics programs, activities and offices in existence prior to when the matters described in the Preamble of this Agreement arose and which are continued by the terms of this Agreement shall be allowable costs to the extent otherwise permitted by law and regulation.

3. Modifications of This Agreement. Any requirements imposed on Contractor by this Agreement may be discontinued by the Army at its sole discretion. Other modifications to this Agreement may be made only in writing and upon mutual consent of the parties to this Agreement.

4. Business Relationships with Suspended or Debarred Entities. Contractor shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is debarred suspended, or proposed for debarment. In order to implement this provision, Contractor shall make reasonable inquiry into the status of any such potential business partner, to include, at a minimum, review of the Government's SAM.

5. Public Document. This Agreement is a public document that may be distributed by the Army throughout the Federal Government for official purposes and to other interested parties.

6. Releases. Contractor releases the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims, monetary or equitable, arising out of the investigation and negotiation of this Agreement.

7. Scope of This Agreement - Suspension and Debarment for Independent Cause. This Agreement in no way restricts the authority, responsibility, or legal duty of the Army, or any

other federal agency to consider and institute suspension or debarment proceedings against Contractor based upon information constituting independent cause for suspension or debarment concerning events unrelated to the facts and circumstances set out herein, including, but not restricted to, any substantive allegations of wrongdoing under any past, present, or future hotline complaint or security program investigations. The Army or any other federal agency may, in its sole discretion, initiate such proceedings in accordance with the FAR Subpart 9.4.

8. Survival of This Agreement. If, during the term of this Agreement, Contractor establishes new companies or subsidiaries, merges with another company, or transfers the entire company or major assets to new owners, it shall notify the Army 90 days in advance of such action and provide a copy of the corporate documents. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns, unless the new owners request and show good cause why it should not be applicable to their operations. Bankruptcy proceedings shall not prevent or stay the enforcement of this Agreement or any debarment proceedings the Army deems to be appropriate should the parties fail to comply with the terms of this Agreement, or engage in such other conduct that is a cause for suspension or debarment.

9. Truth and Accuracy of Submissions. Contractor represents that all written materials and other information supplied to the Army by its authorized representatives, during the course of discussion with the Army preceding this Agreement are true and accurate in all material respects, to the best of the Contractor's information and belief.

10. Violations of This Agreement. Any violation of this Agreement that is not corrected within ten days from the date of receipt of notice from the Army may constitute an independent cause for debarment. If correction is not possible within ten days, Contractor shall present an acceptable plan for correction within that ten-day period. The Army may, at its sole discretion, initiate suspension or debarment proceedings in accordance with FAR Subpart 9.4. Alternatively, in the event of any noncompliance, the Army may in its sole discretion extend this Agreement for a period equal to the period of noncompliance. Contractor does not, by this Agreement or otherwise, waive its right to oppose such action under FAR Subpart 9.4, or any other substantive, procedural, or due process rights it may have under the Constitution or other applicable laws or regulations of the United States.

11. No Admission. The parties agree and understand that by entering into this Agreement, neither PSI nor Mario Smoot have made any admission of wrongdoing, and that nothing in this Agreement is intended to indicate or support such an admission of wrongdoing.

E. ADMINISTRATION OF AGREEMENT

ADMINISTRATIVE SETTLEMENT AGREEMENT
Platinum Services ("PSI") Inc., and Mario Smoot (Owner).

1. Addresses for Agreement Correspondence. All submissions required by this Agreement shall be delivered to the following addresses, or such other addresses as the parties may designate in writing.

If to the Army:

Procurement Fraud Branch
U.S. Army Legal Services Agency
ATTN: JALS-KFLD-PF (Mr. Trevor Nelson)
9275 Gunston Road
Fort Belvoir, Virginia 22060-5546

If to Contractor:

Platinum Services, Inc.
ATTN: Mr. Mario S. Smoot
Chief Executive Officer
800 Gusryan Street
Baltimore, Maryland 21224

2. Certification of Compliance. Within 90 days of the effective date of this Agreement, Contractor will provide the Army a certification that all terms and conditions of this Agreement have been implemented or will be satisfied within the times specified in this Agreement.

3. Access to Books and Records.

a. During the term of this Agreement, the Army Procurement Fraud Branch (PFB), or any agency or office of the Department of Defense designated by PFB for a particular inquiry, shall have the right to examine, audit, and reproduce Contractor's books, records, documents, and supporting materials related to any report, allegation or complaint of suspected wrongdoing, whether criminal, civil, administrative, or contractual and whether reported through the hotline program, or by any other means, and any resulting inquiries or investigations related thereto. Such hotline reports, inquiries, investigations, and all related books, records, documents and supporting material are considered by Contractor to be administrative and managerial and are not investigations, books, records, documents, material, reports, or investigations protected by the attorney-client privilege or any other privilege.

b. Additionally, PFB or its designee shall have the opportunity to review the books, records, documents, materials, reports, and investigations directly related to compliance with this Agreement.

c. PFB or its designee shall also have the opportunity to interview any Contractor employee or subcontractor for the purpose of evaluating (1) compliance with the terms of this Agreement; (2) future compliance with federal procurement policies and regulations; and (3) maintenance of the high level of business integrity and honesty required of a Government contractor.

d. The interviews and materials described above shall be made available to PFB or its designee at company offices at reasonable times. Contractor's obligation under this Agreement with respect to employee interviews is limited to making its employees and subcontractors available for an interview at their place of employment during normal business hours. The individual employee or subcontractor shall have the right to determine whether or not to submit to an interview. To the extent it is permitted to do so by law, regulation, or policy, the Army shall protect Contractor's confidential and proprietary business information from public disclosure.

e. The materials described above shall be made available, at Contractor's offices at reasonable times for inspection, audit, or reproduction. PFB or its designee shall not copy or remove Contractor's technical or other proprietary data without Contractor's permission.

4. Corporate Officer List. Within 30 days of the effective date of this Agreement, Contractor shall provide the Army with a list of its directors and officers and a copy of its organizational chart, which will be updated, as changes occur.

ADMINISTRATIVE SETTLEMENT AGREEMENT
Platinum Services ("PSI") Inc., and Mario Smoot (Owner).

5. **Expiration.** This Agreement shall expire at midnight three years after the effective date of this Agreement.

MARIO S. SMOOT
President
Platinum Services, Inc.

4/8/14
DATE

MICHAEL MEISEL
Army Suspension and Debarment Official

DATE