



ADMINISTRATIVE SETTLEMENT AGREEMENT



This Settlement Agreement ("Agreement") is made between the United States Army ("Army") and AZ Corporation Co., Ltd. and its Affiliates (the "AZ Companies," "AZ" or "Contractor").

A. PREAMBLE

1. On July 14, 2010, the Army suspended, among others, the AZ Companies from future contracting with any agency in the Executive Branch of the United States Government based upon a June 8, 2010 indictment filed against AZ Corporation, a/k/a Aria Zameen Ltd., a/k/a Aria Zamin, a/k/a AZ Kabul Corporation, Charles O. Finch, Gary M. Canteen, Asadullah John Ramin, and Mohammad Tahir Ramin in the United States District Court for Hawaii.¹ AZ Corporation sought termination of the suspension.

For the following reasons, the Army and AZ Companies entered into an Administrative Settlement Agreement on September 3, 2010:

- The Army acknowledges that prior to the execution of this Agreement, AZ Companies took several measures in an effort to re-establish itself as a responsible contractor. Such measures included the former owners, Assad John Ramin, Mohammed Taher Ramin and Mohamad Alim, entering into a Voting Trust Agreement with Mr. Doug O'Dell. (See, Annex A). Mr. O'Dell is a retired United States Marine Corps Major General, with service on both activity duty and in the reserves. Pursuant to the Voting Trust Agreement, all shares of the AZ Companies have been assigned to the Trustee who is solely responsible in exercising his business judgment and acting in the best interest of the AZ Companies. The Trustee is free from all control by any of the AZ Companies' stockholders and has the power to appoint directors of the AZ Companies. (See, Mr. O'Dell's Declaration at Annex E)

-The Trustee appointed Mr. Keith Seiwel, a retired Colonel in the United States Marine Corps, as the Chief Executive Officer (CEO). Mr. Seiwel is responsible for the hands-on management of the AZ Companies in consultation with the Trustee. Only Mr. Seiwel can authorize AZ Companies to enter into contracts or make financial obligations.

Since the Agreement, AZ Companies began to submit quarterly reports to the Army, starting on January 2011 and the most current report submitted in April 2012.

On February 21, 2012, the Army sent AZ Companies a show cause letter requesting that AZ Companies provide the Army with information concerning the circumstances underlying the plea agreement entered by AZ Companies and AZ Companies' former owners, Assad John Ramin

¹ Previously, on September 29, 2008, the Army suspended AZ Corporation from future contracting with any agency in the Executive Branch of the United States Government based upon indictments filed against AZ Corporation, a/k/a Aria Zameen Ltd., a/k/a Aria Zamin, a/k/a AZ Kabul Corporation, Asadullah John Ramin and Mohammad Tahir Ramin in the United States District Court for the Northern District of Illinois, Eastern Division on August 21, 2008. This termination was suspended temporarily as of November 4, 2008.

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

(Mr. J. Ramin) and Tahir Ramin (Mr. T. Ramin). According to the court documents, on July 6, 2011, AZ Companies, Mr. J. Ramin, and Mr. T. Ramin each pled guilty to one count of paying a gratuity to a public official in violation of 18 U.S.C. § 201(c)(1)(A) in the U.S. District Court for the Northern District of Illinois, Eastern Division.

According to the September 3, 2010 Agreement, Section D., General Conditions, Para. 12, Miscellaneous: *"Notwithstanding the execution of this Agreement, there is pending federal criminal litigation against AZ Companies and its former owners. If this litigation is resolved unfavorably against the former owners and/or AZ Companies, the Army reserves the right to reopen this Agreement to address said contingency."* At that time the last quarterly report was submitted and received on January 9, 2012. None of the quarterly reports indicated that AZ Companies and its former owners were entering guilty pleas.

On May 1, 2012, the Army held a meeting with the Suspension and Debarment Official (SDO), Mr. Uldric Fiore, and AZ Companies' at their request, to address the Army's show cause letter for AZ Companies to demonstrate its present responsibility as a defense contractor in light of the continued allegations of fraud permeating this investigation. At the meeting, AZ Companies made a presentation to the SDO, addressing AZ Companies and their owners' Mr. J. Ramin and Mr. T. Ramin's plea agreements and subsequent sentencing. On 12 March 2012, the Ramins were sentenced. Mr. T. Ramin was sentenced to six months in prison, one year of supervised release, and ordered to pay restitution in the amount of \$50,000.00, a \$20,000.00 fine and a \$100.00 assessment fee. Mr. A. Ramin received 18 months in prison, one year of supervised release, and ordered to pay restitution in the amount of \$50,000.00, a \$30,000.00 fine and a \$100.00 assessment fee. On February 27, 2012, AZ Companies was sentenced on their plea to the one count of paying a gratuity to a public official in violation of 18 U.S.C. § 201(c)(1)(A) and received two years of probation, and ordered to pay restitution in the amount of \$50,000.00, a fine in the amount of \$50,000.00 and a \$400.00 assessment fee. The following incorporates AZ Companies probationary terms as well as additional concerns that were raised in the hearing. This agreement henceforth supersedes the September 3, 2010 Agreement.

2. In order to assure its present responsibility, the 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.

3. 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 the Contractor.

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

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

B. DEFINITIONS

1. "Contractor" refers to the AZ Companies and Affiliates ("AZ Companies"), 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 officer 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.

C. CONTRACTOR RESPONSIBILITY PROGRAM

1. **General.** The 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, 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 detail below:

- a. Notification to employees of this Agreement;
- b. Adoption of a Code of Business Ethics and Conduct in accordance with FAR 52.203-13;
- c. Publication of a Guide to Ethical Government Contracting Policies and Procedures Manual;

**ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation**

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

e. Appointment of an Ethics Program Director; and

f. Installation of an employee hotline to report suspected instances of improper conduct.

2. Notification of This Agreement. Within 30 days of the effective date of this Agreement, Contractor's CEO shall prepare and display, in a prominent place accessible to all employees, a letter stating that the Contractor has entered into an administrative settlement agreement with the Army. A copy of the CEO's letter will be forwarded to the Army for approval prior to distribution and will describe this Agreement and the Contractor's responsibilities hereunder. 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 name, address, and hotline and email contact of the Contractor's Compliance Officer and in-country Ethics Program Director;

e. The availability of the Compliance Officer and in country Ethics Program Director for consultation on any questions concerning AZ Companies' business practices or employee responsibilities, including required reporting of improprieties; and

f. That all improprieties regarding Government operations shall be reported to the Compliance Officer 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. The Contractor shall maintain and revise, as necessary, the Army approved Code of Business Ethics and Conduct ("Code") attached herein at Annex A. The Code shall be designed to ensure that the 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.

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

b. The Army's approval of the Administrative Agreement signifies Approval of the Code attached at Annex A.

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 cooperate with any Government agencies responsible for either investigation or corrective actions;

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

(4) Notice that the Contractor will immediately discipline, to include termination if appropriate, employees or officers 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;

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

(6) A statement of the Contractor's commitment against improper payments and to work within the Foreign Corrupt Practices Act.

4. Government Contracts Compliance Manual.

a. The Contractor shall maintain a written Government Contracting Compliance Manual ("Manual") to regulate the performance of its Government contracts attached herein at Annex B. The Manual provides, in detail, the Contractor's method for competing for and administering Government contracts and the positions responsible for performing, approving, and reviewing these tasks.

b. Contractor's CEO and in-country Ethics Program Director 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.

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

c. The Army's approval of the Administrative Agreement signifies approval of the Manual attached herein at Annex B. At a minimum, the Government Contracting Policies and Procedures Manual will be reviewed for necessary updates annually.

5. Training Program.

a. Training Plan. The Contractor shall maintain the Training Plan ("Plan") attached herein at Annex C. The Plan provides a detailed description of course materials the Contractor will use in its ethical Government contracting training classes. Army's approval of the Administrative Agreement signifies Approval of the Plan attached at Annex C.

b. Ethics Training. Within 20 days of the approval of the Administrative Agreement, the Contractor shall provide all its employees a copy of both its Code of Business Ethics and Conduct and ethical Government Contracting Manual, 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 Ethical Government Contracting Manual, and sign and date a roster certifying they attended training and received and read a copy of the Code.

c. 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.

d. Government Contract Training. Within 60-days of the approval of this training plan by the Army, pursuant to paragraph a. above, the Contractor shall provide Employees directly involved with formation and performance of 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 Contract Manual (and were familiarized with the Government Contract Policies and Procedures Manual, which is readily accessible to them). Within 60-days, the Contractor shall ensure that newly hired employees involved in the Government contracting process receive training, a copy of the Government Contract and Policies Manual, and sign and date a roster certifying they attended training and received and read a copy of the Contract Manual.

e. Notice of Training. Contractor will provide the Army a schedule of all ethics and Government contract training sessions at least 15-days in advance, so the Army may attend the training if desired. Moreover, upon reasonable notice from the Army, the Contractor shall organize a training session, which may be in conjunction with regularly scheduled training outlined in paragraph c and d, for an Army representative to address all Employees regarding preserving the integrity within Government Contracting.

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

6. Ethics Program Director. In addition to serving as the Trustee of AZ Corporation, Mr. O'Dell will serve as the overall Ethics Program Director. As the overall Ethics Program Director, Mr. O'Dell will work with outside counsel as needed to ensure ethical compliance for all Contractor business operations. Additionally, the Ethics Program Director 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, investigate complaints concerning Contractor's compliance with this Agreement, and report to the Army concerning Contractor's compliance with this Agreement.

The Trustee has appointed the Chief of Staff, Mr. Abdul Majeed Zhain, as the in-country Ethics Director to provide training to the Contractor's in-country personnel. Mr. Zhain will provide all training reports as well as any reports of investigation to Mr. O'Dell for submission to the Army. Any change in the Ethics Program Director or in-country Ethics Program Director shall require prior Army approval.

7. Hotline.

a. General. Within 30 days of the effective date of this Agreement, the Contractor shall establish and maintain a toll-free "hotline" number and email address by which employees 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 Hotline Plan is attached at Annex D. The "hotline" number, email address and the name and address of the Ethics Program Director shall be prominently displayed in all employee work and break areas, and included in all appropriate internal employee and management publications. These notifications shall describe the hotline's 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. Hotline-Log. The Ethics Program Director shall maintain a log of all hotline calls and emails, to include date and time of call/email; identity of caller/emailer, if disclosed; summary of allegation or inquiry; and general resolution or referral. The Ethics Program Director shall ensure that each call is adequately investigated and resolved. Hotline investigation reports shall be available to the Army. Contractor shall not assert an attorney-client or work-product privilege with respect to the hotline log or their contents.

c. Assertions. Neither the Contractor nor the Ethics Program Director shall assert an attorney-client or work-product privilege with respect to the Hotline log, investigative reports by the Director, or their contents.

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

8. Relationships

a. The Contractor established a voting trust in November 2009 to assist with the Contractor's effort to be a responsible contractor. During the term of this Agreement, the Contractor agrees that the Stockholders will not hold any position with the Contractor as an officer, director, employee, consultant, subcontractor or serve in any such capacity unofficially or free of charge. Further, during the term of this Agreement, the Contractor agrees that Stockholders will not have direct or indirect authority or control over the daily operations of the Company with regard to the Contractor business operations.

b. The Contractor will advise and instruct all Employees that they may engage in social interaction and similar communications with the Stockholders, but that they are not permitted to engage in discussion or communications with the Stockholders regarding the Contractor's business operations. The Contractor will maintain a log identifying when the Stockholders visit the Contractor facilities supporting Government contracts and/or make contact with Contractor employees regarding Government Contracts to the extent the Contractor is aware of such contact. In such event, the log entry will disclose the date and time of the contact, the person(s) contacted and the subject matter of the communication or visit.

9. Reports to the Army. The Ethics Program Director shall submit Quarterly reports, January 1st, April 1st, July 1st, and October 1st of each year of this Agreement, to the Army that is postmarked no later than seven days after the first day of January, April, July and October 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 trained year to date as of the date of the report.

b. The total number of hotline calls/emails and any other contacts made or referred to the Ethics Program Director or in-country Ethics Program Director. This part of the report shall include:

(1) The means by which any alleged misconduct was reported (e.g., call, email, 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;

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

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

(5) Whether corrective measures other than disciplinary action was 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 is reported.

c. In addition, AZ Companies shall report any changes in management, including any and all individuals that have decision making authority including, but not limited to those positions as the Trustee, CEO, President, Ethics Director, and or in-country Ethics Director.

d. Furthermore, the AZ Companies' CEO, acting with the assistance of the Ethics Program Director, shall submit a report to the Army postmarked no later than 14-days after the second anniversary date of the Agreement reviewing the Contractor's compliance with the Agreement and the ethics environment within the Company. After review of the report by the Army, the Ethics Program Director will make a recommendation concerning a possible extension of the Agreement beyond the initial three year term to the SDO.

e. The CEO and Ethics Program Director shall meet annually in person with the SDO in the United States to review the Contractor's compliance with this Agreement.

10. Compliance with Department of Justice (DOJ). AZ Companies shall be in strict compliance with any and all of the terms set in the plea agreement and criminal judgment. Any and all reports sent to DOJ will also be concurrently sent to the Army. These reports shall include:

- (1) The twice-yearly report required to be submitted to the probation office regarding any government contracts it has obtained and verifying that Assad John Ramin and Tahir Ramin have no operational authority.
- (2) Progress payments as imposed as a fine and or restitution obligation in accordance with the schedule of payment arranged with the probation office, DOJ and or court.
- (3) Copy of any and all reports generated by the probation office on AZ Companies' probation status and progress prepared and or submitted to the court for review.

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

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

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. The Army at its sole discretion may discontinue any requirements imposed on Contractor by this Agreement. 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 listed by the General Services Administration ("GSA") as 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 GSA's List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

5. Approvals. Where this Agreement requires approval by the Army, or other action or response by the Army, the Chief, Procurement Fraud Branch or his/her designee, will normally provide such action. This does not restrict the ability of the SDO to take such action as he make elect.

6. Public Document. This Agreement is a public document and will be posted on the publicly accessible Army Fraud Fighter's Website. Upon receipt of any Freedom of Information Act ("FOIA") request, the Contractor shall be given the opportunity to redact confidential, proprietary, or other sensitive information.

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

8. Scope of This Agreement - Suspension and Debarment for Independent Cause. The Agreement is entered into based upon the information contained in the Notice of Suspension attached at Annex F. 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

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

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.

9. 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.

10. Duration of This Agreement. This Agreement will be in place until at least the reporting period of April 2014. The SDO has taken into consideration the two year probation term of AZ Companies, which commenced on February 27, 2012. This agreement supersedes the initial September 3, 2010 agreement that was in place for a period of three years. This Agreement now extends the compliance agreement period for an additional year and four months. At anytime, the SDO may revisit the duration of the Agreement pending any violation and or concern of AZ Companies present responsibility to continue doing business with the Government.

11. 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. Upon reliable evidence that the Contractor has misrepresented any aspect of its proffer in connection with this Agreement, the Army may take suspension or debarment action as appropriate. Any material misrepresentation or material breach of this Agreement will be regarded as cause for debarment.

12. 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.

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

13. Miscellaneous. Notwithstanding the execution of this Agreement, AZ Companies and their former owners, Mr. John Assad Ramin and Mr. Tahir Ramin are under supervisory control of the court through the probation department. If AZ Companies and or their former owners violate any of the terms and conditions of their probation, the Army reserves the right to re-open this Agreement to address said contingency.

E. ADMINISTRATION OF AGREEMENT

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 (Sarah L. Alin)
9275 Gunston Road, Suite 2100
Fort Belvoir, VA 22060-5546

If to Contractor:

Keith Seiwell
Chief Executive Officer
AZ Corporation Ltd., Co.
2180 Squirrel Hill Rd.
Schwenksville, Pa 19473

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

ADMINISTRATIVE SETTLEMENT AGREEMENT
AZ Corporation

material are considered by Contractor to be administrative and managerial and are not 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 for evaluation of: (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 available for an interview at their place of employment during normal business hours. The individual employee shall have the right to determine whether 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. Attached at Attachment G is the Contractor's list of its directors and officers and a copy of its organizational chart, which will be updated, as changes occur.

5. Administrative Cost. Within thirty-days of the effective date of this Agreement, the Contractor shall deliver a check in the amount of \$10,000 to the Army, payable to the Treasurer of the United States, in order to compensate the Army for the cost of negotiating and administering this Agreement, to include costs associated with Army visits to the Contractor and any of its divisions or its subsidiaries authorized under this Agreement.

6. Expiration. This Agreement shall expire at midnight after the date indicated in this Agreement.

[Signatures Following Page]

KA Seiwell

Keith Seiwell
Chief Executive Officer
AZ Corporation Ltd., Co.

14 June 2012
DATE

Uldric L. Fiore, Jr.

Uldric L. Fiore, Jr.
Army Suspension and Debarment Official

12 July 2012

DATE