UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA	CRIMINAL NO. 3:14cr52 JBA
v.	VIOLATION:
MARUBENI CORPORATION	18 U.S.C. § 371 (Conspiracy) 15 U.S.C. § 78dd-3 (Foreign Corrupt Practices Act)

PLEA AGREEMENT

The United States of America, by and through the Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the District of Connecticut (collectively, the "Department of Justice" or the "Department"), and the Defendant, MARUBENI CORPORATION (the "Defendant"), by and through its undersigned attorneys, and through its authorized representative, pursuant to authority granted by the Defendant's Board of Directors, hereby submit and enter into this plea agreement (the "Agreement"), pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. The terms and conditions of this Agreement are as follows:

The Defendant's Agreement

1. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Defendant agrees to waive its right to grand jury indictment and its right to challenge venue in the District Court for the District of Connecticut, and to plead guilty to a eight-count criminal Information charging the Defendant with one count of conspiracy to commit offenses 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-3, and seven counts of violating the anti-bribery provisions of the FCPA, Title 15, United States Code, Section 78dd-3. The Defendant further agrees to persist in that plea through sentencing and, as set forth below, to cooperate fully with the Department in its investigation into all matters related to the conduct charged in the Information.

2. The Defendant understands that, to be guilty of these offenses, the following essential elements of the offense must be satisfied:

Count One

a. An unlawful agreement between two or more persons to violate the Foreign Corrupt Practices Act existed; specifically, while in the territory of the United States, to make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist defendant and its co-conspirators in obtaining and retaining business for and with, and directing business to, itself and others;

b. The Defendant knowingly and willfully entered that conspiracy;

c. One of the members of the conspiracy knowingly committed at least one of the overt acts charged in the Information; and

d. The overt acts were committed to further some objective of the conspiracy.

Counts Two Through Eight

a. The Defendant acted corruptly;

b. The Defendant, while in the territory of the United States, made use of the mails or any means or instrumentality of interstate commerce in furtherance of conduct that violates the FCPA;

c. The Defendant offered, paid, promised to pay, or authorized the payment of money, or offered, gave, promised to give, or authorized the giving of anything of value;

d. The payment or gift at issue was to a foreign official, or was to any person while knowing that all or a portion of such money or thing would be offered, given, or promised (directly or indirectly) to a foreign official;

e. The payment or gift at issue was intended for at least one of four purposes:

(i) to influence any act or decision of the foreign official in his or her official capacity;

(ii) to induce the foreign official to do or omit to do any act in violation of that official's lawful duty;

(iii) to secure any improper advantage; or

(iv) to induce that foreign official to use his or her influence with a foreign government or department, agency, or instrumentality thereof to affect or

influence any act or decision of such government, department, agency, or instrumentality; and

f. The payment or gift was intended to assist the Defendant in obtaining or retaining business for or with, or directing business to, any person or company.

3. The Defendant understands and agrees that this Agreement is between the Department and the Defendant and does not bind any other division or section of the Department of Justice or any other federal, state, or local prosecuting, administrative, or regulatory authority. Nevertheless, the Department will bring this Agreement and the cooperation of the Defendant, its direct or indirect affiliates, subsidiaries, and joint ventures, to the attention of other prosecuting authorities or other agencies, if requested by the Defendant.

4. The Defendant agrees that this Agreement will be executed by an authorized corporate representative. The Defendant further agrees that a resolution duly adopted by the Defendant's Board of Directors in the form attached to this Agreement as Exhibit 1, authorizes the Defendant to enter into this Agreement and take all necessary steps to effectuate this Agreement, and that the signatures on this Agreement by the Defendant and its counsel are authorized by the Defendant's Board of Directors, on behalf of the Defendant.

5. The Defendant agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this Agreement.

6. The Defendant agrees to abide by all terms and obligations of this Agreement as described herein, including, but not limited to, the following:

a. to plead guilty as set forth in this Agreement;

b. to abide by all sentencing stipulations contained in this Agreement;

c. to appear, through its duly appointed representatives, as ordered for all court appearances, and obey any other ongoing court order in this matter, consistent with all applicable U.S. and foreign laws, procedures, and regulations;

d. to commit no further crimes;

e. to be truthful at all times with the Court;

f. to pay the applicable fine and special assessment; and

g. to fulfill the obligations described in Exhibit 2.

7. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the Defendant agrees that in the event the Defendant sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such sale(s) is/are structured as a stock or asset sale, merger, or transfer, the Defendant shall include in any contract for sale, merger, or transfer a provision fully binding the purchaser(s) or any successor(s) in interest thereto to the obligations described in this Agreement.

8. The Defendant agrees to cooperate fully with the Department as directed, and with any other federal, state, local, or foreign law enforcement authorities and agencies or Multilateral Development Banks as directed by the Department with respect to conduct under investigation by the Department to the extent such investigation has commenced prior to the date of the Agreement. This cooperation requires that the Defendant:

a. Truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine protection with respect to its activities and those of its and its subsidiaries' and joint ventures' present and former directors, officers, employees, agents, consultants, contractors, and subcontractors,

concerning all matters relating to conduct described in this Agreement and Exhibit 3 and other conduct under investigation by the Department to the extent such investigation has commenced prior to the date of the Agreement;

b. Provide any non-privileged document, record, or other tangible evidence relating to conduct described in this Agreement and Exhibit 3 and other conduct under investigation by the Department to the extent such investigation has commenced prior to the date of the Agreement; and

c. Ensure that the Department is given access to all current and, to the extent possible, former directors, officers, employees, agents, and consultants of the Defendant and its subsidiaries and joint ventures for interviews and testimony in the United States relating to conduct described in this Agreement and Exhibit 3 and other conduct under investigation by the Department to the extent such investigation has commenced prior to the date of the Agreement.

9. The Defendant agrees that any fine or restitution imposed by the Court will be due and payable within ten (10) business days of sentencing, and the Defendant will not attempt to avoid or delay payment. The Defendant further agrees to pay the Clerk of the Court for the United States District Court for the District of Connecticut the mandatory special assessment of $400 within ten (10) business days from the date of sentencing.

The United States' Agreement

10. In exchange for the guilty plea of the Defendant and the complete fulfillment of all of its obligations under this Agreement, the Department agrees it will not file additional criminal charges against the Defendant or any of its direct or indirect affiliates, subsidiaries, or joint ventures relating to (a) any of the conduct described in Exhibit 3, or (b) information made

known to the Department prior to the date of this Agreement. This Paragraph does not provide any protection against prosecution for any crimes, including corrupt payments, if any, made in the future by the Defendant or by any of its officers, directors, employees, agents or consultants, whether or not disclosed by the Defendant pursuant to the terms of this Agreement. This Agreement does not close or preclude the investigation or prosecution of any natural persons, including any officers, directors, employees, agents, or consultants of the Defendant or its direct or indirect affiliates, subsidiaries, or joint ventures, who may have been involved in any of the matters set forth in the Information, Exhibit 3, or in any other matters. The Defendant agrees that nothing in this Agreement is intended to release the Defendant from any and all of the Defendant's excise and income tax liabilities and reporting obligations for any and all income not properly reported and/or legally or illegally obtained or derived.

Factual Basis

11. The Defendant is pleading guilty because it is guilty of the charges contained in the Information. The Defendant admits, agrees, and stipulates that the factual allegations set forth in the Information and Exhibit 3 are true and correct, that it is responsible for the acts of its present and former employees described in the Information and Exhibit 3, and that the Information and Exhibit 3 accurately reflect the Defendant's criminal conduct.

The Defendant's Waiver of Rights, Including the Right to Appeal

12. Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 limit the admissibility of statements made in the course of plea proceedings or plea discussions in both civil and criminal proceedings, if the guilty plea is later withdrawn. The Defendant expressly warrants that it has discussed these rules with its counsel and understands them. Solely to the extent set forth below, the Defendant voluntarily waives and gives up the rights enumerated in

Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410. Specifically, the Defendant understands and agrees that any statements that it makes in the course of its guilty plea or in connection with the Agreement are admissible against it for any purpose in any U.S. federal criminal proceeding if, even though the Department has fulfilled all of its obligations under this Agreement and the Court has imposed the agreed-upon sentence, the Defendant nevertheless withdraws its guilty plea.

13. The Defendant is satisfied that the Defendant's attorney has rendered effective assistance. The Defendant understands that by entering into this agreement, the Defendant surrenders certain rights as provided in this agreement. The Defendant understands that the rights of criminal defendants include the following:

(a) the right to plead not guilty and to persist in that plea;

(b) the right to a jury trial;

(c) the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings;

(d) the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses; and

(e) pursuant to Title 18, United States Code, Section 3742, the right to appeal the sentence imposed. Nonetheless, the Defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described below (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742, or on any ground whatsoever, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the

United States as set forth in Title 18, United States Code, Section 3742(b). The Defendant also knowingly waives the right to bring any collateral challenge challenging either the conviction, or the sentence imposed in this case, including a claim of ineffective assistance of counsel. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a. The Defendant waives all defenses based on the statute of limitations and venue with respect to any prosecution related to the conduct described in Exhibit 3 or Information that is not time-barred on the date that this Agreement is signed in the event that: (a) the conviction is later vacated for any reason; (b) the Defendant violates this Agreement; or (c) the plea is later withdrawn, provided such prosecution is brought within one year of any such vacation of conviction, violation of agreement, or withdrawal of plea plus the remaining time period of the statute of limitations as of the date that this Agreement is signed. The Department is free to take any position on appeal or any other post-judgment matter.

Penalty

14. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371, is a fine of $500,000 or twice the gross pecuniary gain or gross pecuniary loss resulting from the offense, whichever is greatest, Title 18, United States Code, Section 3571(c)(3), (d); five years' probation, Title 18, United States Code, Section 3561(c)(1); and a mandatory special assessment of $400, Title 18, United States Code, Section 3013(a)(2)(B). The statutory maximum sentence that the Court can impose for a violation of

Title 15, United States Code, Section 78dd-3, is a fine of $2,000,000 or twice the gross pecuniary gain or gross pecuniary loss resulting from the offense, whichever is greatest, Title 15, United States Code, Section 78dd-3(e)(1), Title 18, United States Code, Section 3571(c)(1), (d); five years' probation, Title 18, United States Code, Section 3561(c)(1); and a mandatory special assessment of $400, Title 18, United States Code, Section 3013(a)(2)(B).

Sentencing Recommendation

15. The parties agree that pursuant to *United States v. Booker*, 543 U.S. 220 (2005), the Court must determine an advisory sentencing guideline range pursuant to the United States Sentencing Guidelines. The Court will then determine a reasonable sentence within the statutory range after considering the advisory sentencing guideline range and the factors listed in Title 18, United States Code, Section 3553(a). The parties' agreement herein to any guideline sentencing factors constitutes proof of those factors sufficient to satisfy the applicable burden of proof. Defendant also understands that if the Court accepts this Agreement, the Court is bound by the sentencing provisions in Paragraph 17.

16. The Department and the Defendant agree that a faithful application of the United States Sentencing Guidelines (U.S.S.G.) to determine the applicable fine range yields the following analysis:

a. The 2012 U.S.S.G. are applicable to this matter.

b. Offense Level. Based upon U.S.S.G. § 2C1.1, the total offense level is 36, calculated as follows:

(a)(2)	Base Offense Level	12
(b)(1)	Multiple Bribes	+2
(b)(3)	Involved elected public official	+4

(b)(2)	Value of benefit received more than $2,500,000	+18
TOTAL		36

c. Base Fine. Based upon U.S.S.G. § 8C2.4(a)(1), the base fine is $45,500,000 (the fine indicated in the Offense Level Fine Table)

d. Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 7, calculated as follows:

(a)	Base Culpability Score	5
(b)(3)	the unit of the organization within which the offense was committed had 200 or more employees and an individual within high-level personnel of the unit participated in, condoned, or was willfully ignorant of the offense	+3
(g)(3)	The organization clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 1
TOTAL		7

Calculation of Fine Range:

Base Fine	$45,500,000
Multipliers	1.40(min)/2.80 (max)
Fine Range	$63,700,000 / $127,400,000

17. Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the Department and the Defendant agree that the following represents the appropriate disposition of the case:

a. Fine. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the Defendant agree that the appropriate disposition of this case is, and agree to recommend jointly, that the Court impose a sentence requiring the Defendant to pay a criminal fine of

$88,000,000, payable in full on or before the tenth (10th) day after the date of judgment ("the recommended sentence"). The Defendant acknowledges that no United States tax deduction may be sought in connection with the payment of any part of this $88,000,000 fine. The Department believes that a fine of $88,000,000 is the appropriate disposition based on the following factors and those in 18 U.S.C. § 3553(a): (1) the nature and seriousness of the offense; (2) the Defendant's failure to voluntarily disclose the conduct; (3) the Defendant's refusal to cooperate with the Department's investigation when given the opportunity to do so; (4) the lack of an effective compliance and ethics program at the time of the offense; (5) the Defendant's failure to properly remediate; and (6) the Defendant's history of prior criminal misconduct.

b. Mandatory Special Assessment. The Defendant shall pay to the Clerk of the Court for the United States District Court for the District of Connecticut within ten (10) days of the time of sentencing the mandatory special assessment of $400 per count.

18. The parties further agree, with the permission of the Court, to waive the requirement of a Pre-Sentence Investigation Report pursuant to Federal Rule of Criminal Procedure 32(c)(1)(A)(ii), based on a finding by the Court that the record contains information sufficient to enable the Court to meaningfully exercise its sentencing power. The parties agree, however, that in the event the Court orders the preparation of a Pre-Sentence Investigation Report prior to sentencing, such order will not affect the agreement set forth herein.

19. The parties further agree to ask the Court's permission to combine the entry of the plea and sentencing into one proceeding, and to conduct the plea and sentencing hearings of the Defendant in one proceeding. The parties agree, however, that in the event the Court orders that

the entry of the guilty plea and sentencing hearing occur at separate proceedings, such an order will not affect the agreement set forth herein.

20. This Agreement is presented to the Court pursuant to Fed. R. Crim. P. 11(c)(1)(C). The Defendant understands that, if the Court rejects this Agreement, the Court must: (a) inform the parties that the Court rejects the Agreement; (b) advise the Defendant's counsel that the Court is not required to follow the Agreement and afford the Defendant the opportunity to withdraw its plea; and (c) advise the Defendant that if the plea is not withdrawn, the Court may dispose of the case less favorably toward the Defendant than the Agreement contemplated. The Defendant further understands that if the Court refuses to accept any provision of this Agreement, neither party shall be bound by the provisions of the Agreement.

21. In the event the Court directs the preparation of a Pre-Sentence Investigation Report, the Department will fully inform the preparer of the Pre-Sentence Investigation Report and the Court of the facts and law related to the Defendant's case. If the Court orders a Pre-Sentence Investigation Report or a separate sentencing date, the parties agree to waive the time requirements for disclosure of and objections to the Pre-Sentence Investigation Report under Fed. R. Crim. P. 32(e), so as to accommodate a sentencing hearing prior to the date that would otherwise apply. At the time of the plea hearing, the parties will suggest mutually agreeable and convenient dates for the sentencing hearing with adequate time for (a) any objections to the Pre-Sentence Report, and (b) consideration by the Court of the Pre-Sentence Report and the parties' sentencing submissions.

Breach of Agreement

22. If the Department determines, in its sole discretion, that the Defendant has breached the Agreement by committing any federal felony subsequent to the date of this

Agreement, or has provided or provides deliberately false, incomplete, or misleading information in connection with this Agreement, or otherwise failing to meet its obligations under this Agreement, (a) the Department will be free from its obligations under the Agreement and may take whatever position it believes appropriate as to the sentence; (b) the Defendant will not have the right to withdraw the guilty plea; (c) the Defendant shall be fully subject to criminal prosecution for any other crimes that it has committed or might commit, if any, including perjury and obstruction of justice; and (d) the Department will be free to use against the Defendant, directly and indirectly, in any criminal or civil proceeding any of the information or materials provided by the Defendant or others prior or pursuant to this Agreement, including but not limited to Exhibit 3.

23. In the event that the Department believes that the Defendant has breached this Agreement, the Department agrees to provide the Defendant with written notice of such breach. The Defendant shall, within thirty (30) days of receipt of such notice, have the opportunity to respond to the Department in writing to explain the nature and circumstances of such breach, as well as the actions the Defendant has taken to address and remediate the situation. In the event of a breach of this Agreement by the Defendant, if the Department elects to pursue criminal charges, or any civil or administrative action that was not filed as a result of this Agreement, then:

a. The Defendant agrees that any applicable statute of limitations is tolled between the date of the Defendant's signing of this Agreement and the discovery by the Department of any breach by the Defendant plus one year; and

b. The Defendant gives up all defenses based on the statute of limitations (as described in Paragraph 12), any claim of pre-indictment delay, or any speedy trial claim with

respect to any such prosecution or action, except to the extent that such defenses existed as of the date of the signing of this Agreement.

Public Statements by the Defendant

24. The Defendant expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Defendant make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Defendant set forth above or the facts described in the Information and Exhibit 3. Any such contradictory statement shall, subject to cure rights of the Defendant described below, constitute a breach of this Agreement, and the Defendant thereafter shall be subject to prosecution as set forth in Paragraphs 22-23 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Information or Exhibit 3 will be imputed to the Defendant for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Department. If the Department determines that a public statement by any such person contradicts in whole or in part a statement contained in the Information or Exhibit 3, the Department shall so notify the Defendant, and the Defendant may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Defendant shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Information and Exhibit 3 provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Information or Exhibit 3. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Defendant in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Defendant.

25. The Defendant agrees that if it 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 Defendant shall first consult the Department 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 Department and the Defendant; and (b) whether the Department has any objection to the release or statement.

Complete Agreement

26. This document states the full extent of the Agreement between the parties. There are no other promises or agreements, express or implied. Any modification of this Agreement shall be valid only if set forth in writing in a supplemental or revised plea agreement signed by all parties.

AGREED:

FOR MARUBENI CORPORATION:

Date: 3/14/2014

By: _____
Yutaka Nomura
Senior Managing Executive Officer, Member of the Board: COO, Legal Department & Chairman of Compliance Committee
Marubeni Corporation

Date: 3/14/2014

By: _____
Marc Weinstein
Hughes Hubbard & Reed LLP
Outside counsel for Marubeni Corporation

FOR THE DEPARTMENT OF JUSTICE:

_____
MICHAEL J. GUSTAFSON
FIRST ASSISTANT U.S. ATTORNEY
DISTRICT OF CONNECTICUT

_____
JEFFREY H. KNOX
CHIEF, FRAUD SECTION
CRIMINAL DIVISION
U.S. DEPARTMENT OF JUSTICE

_____
DAVID E. NOVICK
ASSISTANT U.S. ATTORNEY

_____
DANIEL S. KAHN
ASSISTANT CHIEF

EXECUTIVE OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for MARUBENI CORPORATION ("Marubeni"). I understand the terms of this Agreement and voluntarily agree, on behalf of Marubeni, to each of its terms. Before signing this Agreement, I consulted outside counsel for Marubeni. Counsel fully advised me of the rights of Marubeni, 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 Marubeni. I have advised and caused outside counsel for Marubeni to advise the Board of Directors fully of the rights of Marubeni, 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 Marubeni, 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 Senior Managing Executive Officer, Member of the Board: COO, Legal Department & Chairman of Compliance Committee for Marubeni, and that I have been duly authorized by Marubeni to execute this Agreement on behalf of Marubeni.

The Board of Directors has also authorized me to delegate authority to Koichi Ariizumi, the Deputy General Manager, Legal Department of Marubeni, to appear in court and enter a plea on behalf of Marubeni.

Date: 3/14, 2014

MARUBENI CORPORATION

By: Y Nomura

Yutaka Nomura

Senior Managing Executive Officer, Member of the Board: COO, Legal Department & Chairman of Compliance Committee

CERTIFICATE OF COUNSEL

I am counsel for MARUBENI CORPORATION (the "Defendant") in the matter covered by this Agreement. In connection with such representation, I have examined the relevant documents and have discussed the terms of this Agreement with the Defendant's Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Defendant has been duly authorized to enter into this Agreement on behalf of the Defendant and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Defendant and is a valid and binding obligation of the Defendant. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the Managing Executive Officer, Member of the Board: COO, Legal Department & Chairman of Compliance Committee of the Defendant. I have fully advised them of the rights of the Defendant, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Defendant to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one. Further, I have carefully reviewed Exhibit 3 with my client. To my knowledge, the decision of the Defendant to stipulate to these facts, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: March 14, 2014

By: _____
Marc Weinstein
Hughes Hubbard & Reed LLP
Outside counsel for Marubeni Corporation

EXHIBIT 1

CERTIFICATE OF CORPORATE RESOLUTIONS

A copy of the executed Certificate of Corporate Resolutions is annexed hereto as "Exhibit 1."

EXHIBIT 1

CERTIFICATE OF CORPORATE APPROVAL

I, Kazunobu Teraoka, General Manager of the Legal Department of Marubeni Corporation, a corporation duly organized and existing under the laws of Japan, with its principal office at 4-2, Ohtemachi 1-chome, Chiyoda-ku, Tokyo, Japan (hereinafter the "Corporation"), hereby certify that:

1. The Corporation has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the "Department") about certain illegal conduct described in Exhibit 3 to a certain Plea Agreement proposed to be entered into between the Department and the Corporation (the "Agreement").

2. In order to resolve such discussions, the Board of Directors has considered that the Corporation enter into the Agreement with the Department.

3. The Company's Senior Managing Executive Officer, Member of the Board: COO, Legal Department & Chairman of Compliance Committee, together with outside counsel for the Corporation, have advised the members of the Board of Directors of the Corporation of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Department.

4. At a meeting of the board of directors of this Corporation duly convened on the 14th day of March, 2014, the execution, delivery and performance by this Corporation of the Agreement with the United States of America was duly approved by this Corporation and the approval has not been amended or revoked in any respect and remains in full force and effect.

5. Mr. Yutaka Nomura, who has executed the Agreement on behalf of the Corporation, is Senior Managing Executive Officer, Member of the Board: Chief Operating Officer of the Legal Department of this Corporation and has authority to execute and deliver the Agreement in the name of and on behalf of this Corporation; and

6. Mr. Koichi Ariizumi is Deputy General Manager, Legal Department of this Corporation and has authority to appear in court and enter a plea on behalf of this Corporation.

IN WITNESS WHEREOF, I have signed this Certificate of Corporate Approval on this 14th day of March, 2014.

Kazunobu Teraoka
General Manager
Legal Department
Marubeni Corporation

EXHIBIT 2

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, Marubeni Corporation (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 adopt new or to modify existing internal controls, compliance code, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that the Company makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that includes policies and procedures designed to 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.

EXHIBIT 3

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Plea Agreement between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of Connecticut (collectively, the "Department") and MARUBENI CORPORATION ("MARUBENI"), and the parties hereby agree and stipulate that the following information is true and accurate. MARUBENI, admits, accepts, and acknowledges that it is responsible for the acts of its employees and agents as set forth below. Had this matter proceeded to trial, the Department would have proven beyond a reasonable doubt, by admissible evidence, the facts alleged below and set forth in the criminal Information. This evidence would establish the following:

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1, *et seq.* ("FCPA"), was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign government official for the purpose of assisting in obtaining or retaining business for, or directing business to, any person.

2. MARUBENI was a trading company headquartered in Japan that did business all over the world, including Indonesia. MARUBENI and its subsidiaries and joint ventures had trading transactions of roughly $74 billion annually and roughly 24,000 employees in over 70 countries. In conducting its business, MARUBENI received assistance from its subsidiaries and joint ventures, including Marubeni Power Systems Corporation ("MPSC"), a wholly owned subsidiary of MARUBENI that shared its offices with MARUBENI and acted as MARUBENI's

agent. Reflecting the close relationship between them, MARUBENI and its subsidiaries and joint ventures, including MPSC, were often referred to simply as "Marubeni" without distinction.

3. "Power Company," a company whose identity is known to the United States, was headquartered in France. Power Company was in the business of providing power generation and transportation related services around the world, including Indonesia. Power Company had sales of roughly €17 billion annually and roughly 75,000 employees in over seventy countries. Shares of Power Company's stock were listed on the New York Stock Exchange until August 2004. Accordingly, until August 2004, Power Company was an "issuer" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a). Power Company had direct and indirect subsidiaries in various countries around the world. Reflecting the close relationship between them, Power Company and its subsidiaries were often referred to simply as "Power Company" without distinction. Through its subsidiaries, Power Company bid on projects to secure contracts to perform power-related and transportation-related services, including for state-owned entities.

4. The Tarahan Project (sometimes referred to simply as "Tarahan") was a project to provide power-related services to the citizens of Indonesia that was bid and contracted through Indonesia's state-owned and state-controlled electricity company, Perusahaan Listrik Negara ("PLN"), valued at roughly $118 million. PLN was an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1), 78dd-2(h)(2), and 78dd-3(f)(2). PLN was responsible for sourcing the Tarahan Project.

5. MARUBENI and its subsidiaries, including MPSC, partnered with Power Company and its subsidiaries, including Power Company Connecticut, Power Company

Switzerland, and Power Company Indonesia, in the bidding and carrying out of the Tarahan Project in Indonesia. Power Company and its subsidiaries were to provide boiler-related services in connection with the Tarahan Project while MARUBENI was to manage all works, including auxiliary equipment and civil building and installation work.

6. MARUBENI, Power Company, and Power Company's subsidiaries retained two consultants, described in more detail below as "Consultant A" and "Consultant B," to assist them in obtaining the Tarahan Project contract. The consultants' primary purpose was not to provide legitimate consulting services to MARUBENI, Power Company, and Power Company's subsidiaries but was instead to pay bribes to Indonesian officials who had the ability to influence the award of the Tarahan Project contract.

7. MARUBENI, Power Company, and Power Company's subsidiaries first retained Consultant A in connection with the Tarahan Project in or around late 2002. MARUBENI, Power Company, and Power Company's subsidiaries agreed to pay Consultant A a commission based on the overall value that MARUBENI, Power Company, and Power Company's subsidiaries would receive from the Tarahan Project contract, and Consultant A, in turn, agreed to use a portion of that commission to pay bribes to Indonesian officials. However, through the course of 2003, executives and employees of MARUBENI, Power Company, and Power Company's subsidiaries came to the conclusion that Consultant A was not effectively bribing key Indonesian officials. Accordingly, in or around September or October 2003, executives and employees of MARUBENI, Power Company, and Power Company's subsidiaries informed Consultant A that Consultant A would be responsible only for paying bribes to Official 1, a Member of the Indonesian Parliament described in more detail below, and that MARUBENI, Power Company, and Power Company's subsidiaries would retain another consultant to pay

bribes to PLN officials. Shortly thereafter, MARUBENI, Power Company, and Power Company's subsidiaries sent Consultant A amended consulting agreements, reducing the amount of Consultant A's commission to reflect Consultant A's reduced responsibilities, and retained Consultant B to bribe PLN officials.

8. MARUBENI, Power Company, and Power Company's subsidiaries were ultimately awarded the Tarahan Project contract and made payments to the aforementioned "consultants," including payments to Consultant A, who then used a portion of these commission payments to pay bribes to Official 1.

MARUBENI and Its Co-Conspirators

9. Power Company and several of its subsidiaries were involved in the bidding and carrying out of the Tarahan Project in Indonesia. The subsidiaries included "Power Company Connecticut," a company whose identity is known to the United States, which was headquartered in Windsor, Connecticut and incorporated in Delaware, and thus constituted a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B); "Power Company Switzerland," a company whose identity is known to the United States, which was headquartered in Switzerland; and "Power Company Indonesia," a company whose identity is known to the United States, which was headquartered in Indonesia. Power Company Connecticut and Power Company Switzerland were in the business of providing power generation related services around the world. Power Company Indonesia was in the business of providing power generation related services in Indonesia.

10. MARUBENI acted as the partner of Power Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia in the bidding and carrying out of the Tarahan Project in Indonesia. MARUBENI, through its employees, made

payments to Consultant A's bank account in Maryland, knowing that a portion of the payments to Consultant A was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to MARUBENI, Power Company, and Power Company's subsidiaries. In addition, MARUBENI, through its employees and agents, attended meetings in Windsor, Connecticut, in connection with the Tarahan Project. Thus, MARUBENI was a "person," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

11. Lawrence Hoskins ("Hoskins") was a Senior Vice President for the Asia region at Power Company. Hoskins' responsibilities at Power Company included oversight of Power Company's and Power Company's subsidiaries' efforts to obtain contracts with new customers and to retain contracts with existing customers in Asia, including the Tarahan Project in Indonesia. Hoskins was responsible for retaining consultants in connection with Power Company's and Power Company's subsidiaries' efforts to obtain and retain contracts in Asia, including Consultant A and Consultant B for the Tarahan Project, knowing that a portion of the payments to Consultants A and B was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Power Company and its subsidiaries.

12. Frederic Pierucci ("Pierucci") held executive level positions at Power Company, including Vice President of Boiler Global Sales. While working at Power Company Connecticut, Pierucci was a resident of the United States. Thus, Pierucci was a domestic concern and an employee and agent of a domestic concern, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). Pierucci's responsibilities at Power Company Connecticut included oversight of Power Company Connecticut's efforts to obtain contracts with

new customers and to retain contracts with existing customers around the world, including obtaining and retaining the contract for the Tarahan Project from PLN in Indonesia. Pierucci was one of the people responsible for approving the selection of, and authorizing payments to, Consultants A and B, knowing that a portion of the payments to Consultants A and B was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Power Company and its subsidiaries.

13. William Pomponi ("Pomponi") was a Vice President of Regional Sales at Power Company Connecticut and a U.S. citizen. Thus, Pomponi was a domestic concern and an employee and agent of a domestic concern, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). Pomponi's responsibilities at Power Company Connecticut included obtaining contracts with new customers and retaining contracts with existing customers in various countries, including obtaining and retaining the contract for the Tarahan Project from PLN in Indonesia. Pomponi was one of the people responsible for approving the actions of, and authorizing payments to, Consultants A and B, knowing that a portion of the payments to Consultants A and B was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Power Company and its subsidiaries.

14. David Rothschild ("Rothschild") was a Vice President of Regional Sales at Power Company Connecticut and a U.S. citizen. Thus, Rothschild was a domestic concern and an employee and agent of a domestic concern, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). Rothschild's responsibilities at Power Company Connecticut included obtaining contracts with new customers and retaining contracts with existing customers in various countries, including obtaining the contract for the Tarahan Project from PLN in Indonesia. Rothschild was one of the people responsible for retaining and approving the actions

of Consultant A, knowing that a portion of the payments to Consultant A was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Power Company and its subsidiaries.

15. "Power Company Employee A," an individual whose identity is known to the United States, was the General Manager at Power Company Indonesia. Power Company Employee A's responsibilities at Power Company Indonesia included obtaining contracts with new customers and retaining contracts with existing customers in Indonesia, including obtaining and retaining the contract for the Tarahan Project from PLN in Indonesia. Power Company Employee A was one of the people responsible for retaining Consultants A and B, knowing that a portion of the payments to Consultants A and B was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Power Company and its subsidiaries.

16. "Power Company Employee B," an individual whose identity is known to the United States, was a director of sales at Power Company Indonesia. Power Company Employee B's responsibilities at Power Company Indonesia included obtaining contracts with new customers and retaining contracts with existing customers in Indonesia, including obtaining and retaining the contract for the Tarahan Project from PLN in Indonesia. Power Company Employee B was one of the people responsible for retaining Consultants A and B, knowing that a portion of the payments to Consultants A and B was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Power Company and its subsidiaries.

17. "Consultant A," an individual whose identity is known to the United States, was a consultant who purportedly provided consulting related services on behalf of MARUBENI,

Power Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia in connection with the Tarahan Project in Indonesia. In reality, Consultant A was retained for the purpose of paying bribes to Indonesian government officials, including Official 1 and Official 2, described more fully below. Consultant A was a U.S. citizen and, thus, a domestic concern and an agent of a domestic concern, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

18. "Consultant B," an individual whose identity is known to the United States, was a consultant who purportedly provided consulting related services on behalf of MARUBENI, Power Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia in connection with the Tarahan Project in Indonesia. In reality, Consultant B was retained for the purpose of paying bribes to officials at PLN, including Official 2 and Official 3, described more fully below.

The Foreign Officials

19. "Official 1," an individual whose identity is known to the United States, was a Member of Parliament in Indonesia and had influence over the award of contracts by PLN, including on the Tarahan Project.

20. "Official 2," an individual whose identity is known to the United States, was a high-ranking official at PLN and had broad decision-making authority and influence over the award of contracts by PLN, including on the Tarahan Project.

21. "Official 3," an individual whose identity is known to the United States, was an official at PLN and a high-ranking member of the evaluation committee for the Tarahan Project. Official 3 had broad decision-making authority and influence over the award of the Tarahan contract.

22. Official 1, Official 2, and Official 3 were each a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1), 78dd-2(h)(2), and 78dd-3(f)(2).

Overview of the Bribery Scheme

23. From in or around 2002, and continuing through in or around 2009, in the District of Connecticut, and elsewhere, MARUBENI, through its employees, did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly conspire, confederate and agree with its employees, Power Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, Hoskins, Pierucci, Pomponi, Rothschild, Power Company Employee A, Power Company Employee B, Consultant A, Consultant B, and others known and unknown, to commit offenses against the United States, that is: while in the territory of the United States, corruptly make use of the mails and means and instrumentalities of interstate commerce and to do any other act in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to a foreign official and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist MARUBENI, its employees, Power Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia,

Hoskins, Pierucci, Pomponi, Rothschild, Power Company Employee A, Power Company Employee B, Consultant A, Consultant B, and others in obtaining and retaining business for and with, and directing business to, MARUBENI, Power Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, and others.

Details of the Bribery Scheme

24. MARUBENI, through its employees, together with others, while in the District of Connecticut and elsewhere, discussed in person, via telephone, and via electronic mail ("e-mail") the need to obtain the contract to perform power-related services on the Tarahan Project.

25. MARUBENI, through its employees, together with others, while in the District of Connecticut and elsewhere, discussed in person, via telephone, and via e-mail making bribe payments to government officials in Indonesia, including Official 1, Official 2, and Official 3, among others, in order to obtain the Tarahan Project contract.

26. MARUBENI, through its employees, together with others, while in the District of Connecticut and elsewhere, offered to pay, promised to pay, and authorized the payment of bribes, directly and indirectly, to and for the benefit of government officials in Indonesia, including Official 1, Official 2, and Official 3, among others, in order to obtain the Tarahan Project contract.

27. MARUBENI, through its employees, together with others, while in the District of Connecticut and elsewhere, discussed in person, via telephone, and via e-mail the manner and means by which the bribe payments were to be paid.

28. MARUBENI, through its employees, together with others, while in the District of Connecticut and elsewhere, attempted to conceal the true nature of the payments by entering into consulting agreements with Consultant A and Consultant B in order to disguise the bribe

payments to the government officials in Indonesia, including Official 1, Official 2, and Official 3, among others.

29. MARUBENI, through its employees, together with others, while in the District of Connecticut and elsewhere, caused payments to be wired from the bank accounts of MARUBENI, Power Company Connecticut, and Power Company Switzerland to the bank accounts of Consultant A and Consultant B for the purpose of making payments to government officials in Indonesia, including Official 1, Official 2, and Official 3, among others, in exchange for the officials' assistance in securing the Tarahan Project contract.

Consultant A is Retained to Pay Bribes to Indonesian Officials

30. On February 27, 2002, Power Company Employee B sent an e-mail to Rothschild, stating, "Approaching [Official 1] still in the stages to motivate him be [sic] in our loop, if he was able to meet [Official 2] last week end [sic] just matter of introducing of himself that he will be as our sponsor. We will identify when he will be seriously [sic] to meet [Official 2] to specific discussion for Tarahan, before it happen we should provide him more detail info regarding [a competitor of Power Company]."

31. On or about June 14, 2002, Rothschild sent an e-mail to Power Company Employee B, copying Power Company Employee A, with the subject line reading the first name of Official 1, and stating, "Pls start the paper work for using [Official 1's] representative company to assist in the BD [business development] effort. If you need help with this let me know soon."

32. In or around July 2002, employees of MARUBENI traveled to Connecticut to attend meetings with employees of Power Company Connecticut in connection with the Tarahan Project.

33. On or about August 8, 2002, Power Company Employee B sent an e-mail to Rothschild, to which he attached a document explaining, among other things, that Official 1 was a "[k]ey legislator" and "Vice chairman of [the] Parliament commission 8 dedicated for Power & Energy" who had "[e]asy direct access personally to PLN Board" and who could exert "direct influence to PLN ([Official 2] and [another official])" and "utiliz[e] his comission [sic] 8 forum to influence PLN Board" and Ministries.

34. On or about August 22, 2002, Power Company Employee A sent an e-mail to Hoskins, Pierucci, and Rothschild, stating, "Referring to our discussion of 8-August-2002, it is now 2 weeks away from the tender submission date. Your position concerning the representation is urgently needed. Currently, we are working with [Official 2] and [Official 3] in PLN on our 'competition', nevertheless, we would need a stronger push now. Appreciate your decision a.s.a.p."

35. On or about August 26, 2002, Rothschild sent an e-mail to a MARUBENI employee discussing that Pomponi would be replacing Rothschild on the Tarahan Project, in which Rothschild stated, "Please rest assured that [Power Company] still considers this project most important and is pursuing it most aggressively....I have brefed [sic] [Pomponi] on the specific Tarahan issues, the bidding history, arrangement with Marubeni and [Power Company Indonesia], and also the arrangement with [Official 1]. Please feel confident in discussing these with Bill [POMPONI]."

36. On or about August 26, 2002, Rothschild forwarded to Pomponi and another employee of Power Company Connecticut the e-mail referenced in Paragraph 35 above.

37. On or about August 28, 2002, Pierucci responded to the e-mail from Power Company Employee A referenced in Paragraph 34 above, and stated, "Please go ahead and

finalise the consultancy agreement. Please send me the key data so that I can approve it officially."

38. On or about August 28, 2002, Rothschild sent an e-mail to Power Company Employee A, copying Pierucci, Pomponi, and Power Company Employee B, in response to Pierucci's e-mail referenced in Paragraph 37 above, and stated, "Regarding [Pierucci's] below message, Pls do not finalize anything yet with the Rep. I spoke with Fred [Pierucci] right after he sent the note and we have concerns about 1) politician vs. businessman, 2) upfront expenses, 3) right person vs. another choice. Part of this comes from discussions from Marubeni....We would like to discuss with you on Friday evening Jkt time."

39. On or about September 4, 2002, Power Company Employee A sent an e-mail to Rothschild, copying Pierucci, in which Power Company Employee A stated, "we have met [Official 1] to confirm whether he is comfortable with your suggested approach on Representation issue (through [Consultant A])."

40. In or around late 2002, MARUBENI, Power Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia retained Consultant A, agreeing to pay Consultant A three percent of the Tarahan Project contract value as a commission.

41. On or about December 3, 2002, Power Company Employee A sent an e-mail to Hoskins discussing the Tarahan Project and another project with PLN, including whether to retain Consultant A in connection with the other project, stating, "[Official 1] is a member of INDONESIA Parliament, precisely he is the Vice Chairman of Commission VIII, a commission in charge of handling Power Issues....Besides his function in the Parliament, he has long well established relationship with [Official 2] (PLN President Director). As a Vice Chairman of

Commission VIII he certainly have [sic] an influence in PLN. He is not an agent but one of the players….[L]ooking in to [Consultant A's] performance in Tarahan, we need to think twice prior taking him into consideration [for the other PLN project]….As the [Tarahan] project proceed, it shown that [Consultant A] has been unable to fulfil [sic] his tasks and our expectation, he has no grip on PLN Tender team at all. Basically, his function is more or less similar to cashier which I feel we pay too much."

42. On or about December 19, 2002, Pomponi sent an e-mail to Pierucci and other employees of Power Company with the subject, "Tarahan status," stating, "[m]et our friends on the evaluation team and they will still be helping us combat FW [a competitor of Power Company]. We nmeed [sic] to feed some more info and I'll discuss at home. Upper echelon covered as well."

43. On or about January 6, 2003, a MARUBENI employee sent an e-mail to Pomponi, Rothschild, Power Company Employee B, another employee of Power Company Connecticut, copying five other MARUBENI employees, and stated "I do hope our collaboration for 2003 to be very constructive and successful. Regarding our project, we would like to clarify as follows…Any feed back from [Consultant A]."

44. On or about January 29, 2003, a MARUBENI employee sent an e-mail to Pomponi and two other employees of Power Company Connecticut, copying four other MARUBENI employees, and Rothschild, and stated, "We would like to ask [Consultant A] to force PLN to issue below clarification for further discount."

45. On or about April 16, 2003, Consultant A sent an e-mail to two MARUBENI employees, blind copying Rothschild, and stated, "I would greatly appreciate the opportunity to meet with you prior to my departure at the end of next week."

Consultant B is Retained to Pay Bribes to PLN Officials

46. In or about August 2003, Consultant A had a meeting with Pomponi in which Consultant A told Pomponi that members of the PLN evaluation committee were unhappy with the amount of money they were receiving and that Consultant A needed to pay additional money to members of the evaluation committee.

47. On or about August 12, 2003, Consultant A sent an e-mail to Pierucci about another upcoming project at PLN, stating, "PLN people are upset with us that we told them we only need marginal support from them and now putting everything on them. They are comparing the success fee for Tarahan and [the other project] and asking why they are so much different."

48. On or about September 16, 2003, a MARUBENI employee sent an e-mail to Pierucci and Pomponi, copying five other MARUBENI employees, Power Company Employee A, Power Company Employee B, and other employees of Power Company Connecticut, stating that the PLN evaluation team had provided negative feedback and that, "Yesterday, before Mr. Pomponi's leaving, we had wrap up meeting among [MARUBENI, Power Company Connecticut, Power Company Indonesia] and our agent. Most of attendee except MC [MARUBENI], had considered the current movements are under well controllable. There were no actual clear evidence to prove our advantageous or our controllable situation at all."

49. On or about September 16, 2003, Pierucci forwarded the e-mail referenced in Paragraph 48 above to Pomponi and Consultant A, copying Power Company Employee A, Power Company Employee B, and other employees of Power Company, and stated, "When we spoke on Friday , [sic] you both told me that everything was under control in the evaluation . . . . Now, if the infos below are correct, we are not only evaluated number 2 but by a huge margin (almost $40M!!!!!!!!!!!!!!!!) HOW CAN THAT BE?? I thought we were controlling what was

happening in Palembang?????? Please check asap if teh [sic] below infos are correct and give me by tomorrow a plan to recover this. WE CAN NOT LOOSE [sic] THIS PROJECT!"

50. On or about September 18, 2003, a MARUBENI employee sent an e-mail to Pierucci, copying five other MARUBENI employees, stating, "I tried to re-confirm today's meeting with [Official 2's] secretary, finally as a result the meeting has postponed to sometime in tonight at Palembang. So, I have booked same flight of [Official 2] to Plembang [sic] at 5 PM ETD Jakarta and stay at same Hotel....[Another employee] of Marubeni will meet some persons incharge [sic] from PLN[] tonight, so please let us rearrange the time of telephone conference tonight..."

51. On or about September 18, 2003, an employee at Power Company Indonesia sent an e-mail to Power Company Employee B and another Power Company employee regarding a meeting with employees of Power Company and MARUBENI and members of PLN, stating, "PLN has expressed their concerns over our 'agent'. They did not like the approach made by the agent. More importantly, they concern [sic] whether they can count on the agent or not in regards to 'rewards' issue. They concern [sic] that if we have won the job, whether their rewards will still be satisfactory or this agent only give them pocket money and disappear. Nothing has been shown by the agent that the agent is willing to spend money. This issue they brought up to me (in fact, they mentioned this two times) since they knew that AP appointed the agent. As things still changes [sic] (until the contract signed), if we are not careful, PLN personnel can take negative actions against us to secure their 'personal interest'. During the discussion, [MARUBENI] questioned why we knew many things when the issues were already on the table, not when they were still preliminary. I also see that our friends are not interested to give details, I think we need to establish other contacts." (Emphasis in original).

52. On or about September 18, 2003, Power Company Employee A forwarded the e-mail referenced in Paragraph 51 above to Pierucci, blind copying Power Company Employee B and another employee of Power Company Connecticut, stating, "Following is [an employee of Power Company Indonesia's] report from the meeting last night with [two MARUBENI employees] (marubeni) and [two officials from PLN] (PLN). Since the report contains sensitive information please handle accordingly."

53. On or about September 25, 2003, an employee of Power Company Connecticut sent an e-mail to Pierucci and Pomponi, copying Hoskins and another Power Company employee, and blind copying Power Company Employee A, stating, "Last evening 9/24/03, [three of] Marubeni's [employees] asked to alert with [Power Company Employee A, Power Company Employee B, and an employee of Power Company Connecticut]. The subject of discussion was the increasingly negative direction of the project's evaluation…coupled with the recent information that the key ([Official 2]) to the project's success is not pleased with our agent's commitment and actions taken this [sic] far. Marubeni made clear their position that the consortium should take immediate measures to terminate our agreement with [Consultant A], negotiate and settlement and engage a new representative to turn the situation around. Marubeni pressed [Power Company Employee A and the employee of Power Company Connecticut] to convince [Power Company Connecticut], particularly Fred Pierucci to agree to take this immediate action….Suffice to say, our consortium partner is very anxiously awaiting confirmation of Jakarta arrival of Fred [Pierucci], Lawrence [Hoskins] and Bill Pomponi and a plan of action including clear instructions and deliverables of [Consultant A]."

54. On or about September 25, 2003, a MARUBENI employee sent an e-mail to Pierucci, Pomponi, Power Company Employee A, Power Company Employee B, and another

Power Company employee, copying five other MARUBENI employees, stating, "As you can understand, unfortunately our agent almost did not execute his function at all, so far. In case we don't take immediate action now now [sic], we don't have any chance to get this project forever. We shall not wait for coming of decision maker any more. Please direct your opinion to your Representative today."

55. In or around September or October 2003, MARUBENI employees, Hoskins, Pierucci, and other employees of Power Company told Consultant A at a meeting in Indonesia that: (i) they were going to retain another consultant to pay bribes to officials at PLN in connection with the Tarahan Project; (ii) Consultant A needed to pay bribes only to Official 1; and (iii) Consultant A's commission, therefore, would be cut from three percent of the total value of the contract to one percent.

56. On or about September 30, 2003, Power Company Employee A sent an e-mail to Hoskins, stating, "[T]here has been discussion between Fred [Pierucci], Marubeni and [Consultant A] yesterday where [Consultant A] committed to convince [Official 1] that 'one' is enough. Looking to the above development I would recommend to firm [MARUBENI and Power Company] commitment to [Consultant B] by letter awaiting for the final agreement."

57. On or about October 1, 2003, a MARUBENI employee, on behalf of MARUBENI, sent a letter to Consultant B regarding the Tarahan Project, and stated, "With reference to our discussion regarding the captioned project, we are pleased to confirm the agreement between us. In the event that we are successful, we confirm that we will pay a total of two percent (2%) of the contract price (not including VAT) for our scope of work to you for the various services you are providing. The details of this agreement will be formalized in a Service Agreement."

58. In or around October 2003, Power Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia sent an amended consulting agreement to Consultant A in connection with the Tarahan Project reflecting the reduced commission rate of one percent.

59. On or about October 8, 2003, Consultant A sent an e-mail to Pierucci stating, "The contract is basically fine. [Official 1] is trying to verify that in case he has to do horse trading with [another official], the expenses are not coming from my contract but he has not managed to talk to [Official 2] directly, in part because he does not want to address the issue directly. I have one minor comment though. Could you fix the payment dates for the 30% and 70%? FIrst [sic] portion at the activation of the contract, when it is signed and the down payment is made and the second one four months or six months thereafter. Given the nature of my involvement (or lack of) with PLN under the new scheme, my friend and I do not want to be involved in the PLN performance and payment issues. Finally, I have not been able to get a contract out of Marubeni even though they keep saying there is no problem. They also told [Official 2] that they do not have a firm commitment to me yet and that has not sat well with [Official 1]. So please give them a nodge [sic]. Hopefully we can sign both contracts at the same time."

60. On or about October 20, 2003, Consultant A sent an e-mail to Pomponi, stating, "I heard over the weekend that there was a management political battle going on at PLN last week between [Official 2] and the President Commissioner. One had to be changed and [Official 1] made sure that [Official 2] stayed and President Commission (Chairman of the Board) got changed. Also since [Official 2] asked him to talk to [two other Indonesian officials], [Official 1] is coplaining [sic] that he is doing all the work and he deserves more than PLN. But I think he

would be OK. I got a message from Fred [Pierucci] to sign the revised agreement. I have instructions from [Official 1] not to sign until I have Marubeni's contract signed....As I told you in Jakarta, I have no problem with the changes but I have to follow [Official 1's] instructions so I do not get blamed for it later in case Marubeni plays game."

61. On or about October 30, 2003, Power Company Employee B sent an e-mail to Pomponi stating, "No telephone call from Fred [Pierucci] to [Power Company Employee A] till to day [sic], and I have no patient [sic] to wait until one of the other to call. I propose to make simple, [Power Company Indonesia] will make invoice 5K either to you or Fred [Pierucci] with subject, obtain the coal and lime stone sample for Tarahan 3/4. Then you only convince [sic] Fred [Pierucci] and to ask his approval for those mechanism....[Consultant B] every day expedite me [sic], and I promise him to fulfil [sic] [Power Company] part by early next week. MC [MARUBENI] already provided to day [sic] the half, based on my request direct to [Consultant B,] because [Consultant B] already promised to [an official at PLN] to return his part by tomorrow."

62. On or about November 2, 2003, Pomponi sent an e-mail to two MARUBENI employees, copying Pierucci, Power Company Employee A, Power Company Employee B, and another Power Company Connecticut employee, stating, "I spoke with [Consultant B] today to receive any updates...He indicated he did not foresee any problems at this point with his contacts."

63. On or about December 9, 2003, MARUBENI and Consultant A entered into a consulting agreement in connection with the Tarahan Project reflecting a commission rate of one percent.

64. On or about February 23, 2004, Pomponi sent an e-mail to a MARUBENI employee, Power Company Employee B, and another Power Company employee, copying Power Company Employee A, stating, "Understand that Mitsubishi has retained some lobbyist from the government (higher/more powerful than [another Indonesian official's] position) to support their efforts on [the Tarahan Project]. Pls urgently check this out and have [Consultant B] re-evaluate our support to PLN."

65. On or about March 3, 2004, Power Company Employee A sent an e-mail to Hoskins, stating, "Last Monday we sent Tarahan CA [consultancy agreement] to [Consultant B], he immediately feel [sic] cornered after reading the ToP [terms of payment] which said 'prorata'. When I talked to him on the phone I said that I will look at it and I thought it should not be that bad. I then looked into Tarahan ToP (see attached) and realise that the project payment is spread over 3.5 year! You would understand why he is worry [sic], he is willing to pre-finance his scope, fulfilling his commitment up-front (prior he get paid) to get the right 'influence', but certainly not waiting 2 to 3 years to get paid while most of his scope completed in the beginning."

66. On or about March 10, 2004, Pomponi sent an e-mail to Hoskins, Pierucci, and others, stating, "I have [Power Company Employee A] out in Indonesia negotiating the CA Terms with [Consultant B]. As you know, the Tarahan estimate can not [sic] tolerate such advance payments and I'm not sure how we can accommodate this."

67. On or about March 18, 2004, Hoskins responded to the e-mail from Pomponi referenced in Paragraph 66 above, stating, "Not sure where we are with this but for your info [Consultant B] is also requesting tougher terms on other projects at the moment. I cannot comment on your cash flow but my advice in this instance is to go with latest recommendation . .

. [Consultant B] has a lot of work to do to support us in negotiation and he (and others) are slightly negative at the moment on [Power Company] support."

68. On or about March 19, 2004, Consultant A sent an e-mail to Pierucci, blind copying Pomponi, stating, "I am back from Indonesia. I have mentioned the following to Bill [Pomponi]. But it is important that you also are aware of it. We need a very strong support from [Official 2] to counter Mitsubishi's lobbeying [sic] against us. I am not conviced that he is happy enough with us to provide the support. [Official 1] is also unhappy because he thinks [Power Company] has not firmly indicated its support to [Official 2]. Please verify that we have talked to [Official 2]...Please talk to Bill [Pomponi] about the detail."

69. On or about March 20, 2004, Pierucci forwarded to Hoskins and Power Company Employee A, copying Pomponi, the e-mail from Consultant A referenced in Paragraph 68 above, and stated, "See attached. Please check this again urgently with [Consultant B]."

70. On or about March 22, 2004, Pomponi sent an e-mail to a MARUBENI employee, copying another MARUBENI employee and Pierucci, stating, "I am trying to get agreement with [Consultant B] but he's objecting strongly and asking for 'front-end' payments which affect our cash flow. I consider both you and I as having similar payment schemes for [Consultant B], therefore pls share with me your proposal and idea. Do you have agreement yet with [Consultant B] for your portion?? Pls consider this as an urgent request and respond at your most earliest convenience."

71. On or about March 23, 2004, a MARUBENI employee responded to the e-mail referenced in Paragraph 70 above, stating, "Regarding payment terms and conditions for [Consultant B], I have not yet discussed in detail with [Consultant B] during your absence from

Indonesia…I think some consistency of response to [Consultant B] shall be necessary to get their compromise and to finalize the issues."

72. On or about March 30, 2004, Hoskins sent an e-mail to Pierucci and Pomponi, addressed to Pomponi, stating, "To clear up any confusion. You proposed an 18 month schedule but it will not fly in Indonesia at this time. In my discussion with Fred [Pierucci] and mails as per attached I recommended that we go with the latest proposal: 40/35/20/5. Marubeni wait [sic] for us and will follow suit. We are all agreed the terms are lousy but there is no choice. [Power Company Employee A] sees [Official 2] tomorrow and needs to confirm this position. Can you give him the all clear today?"

73. On or about March 30, 2004, Pomponi sent an e-mail in response to Hoskins' e-mail referenced in Paragraph 72 above, stating, "Approval has just come regarding the terms (40/35/20/5). Yes, I agree they are lousy but as you and I talked last week, we both believe we have no choice. I will send a separate message to [Power Company Employee A, Power Company Employee B, and two MARUBENI employees] regarding the T/P to insure we get [Consultant B's] signature and follow-up action with our friends. A note from you as well to [the two MARUBENI employees] would be helpful given MC's [MARUBENI's] thus far objections to such 'front-end' loading of payments."

74. On or about March 30, 2004, Pomponi sent an e-mail to a MARUBENI employee, copying another MARUBENI employee, Hoskins, Pierucci, and Power Company Employee A, stating, "As we discussed last week by telephone, [Consultant B] is requiring 95% payment within the first 12 months of the contract. I stated that this was a problem for [Power Company] however after speaking with [Power Company Employee A] and Lawrence Hoskins, I am now convinced that this mode of payment is necessary for the continuation of [Consultant

B's] effectiveness....As mentioned by you last week, MC [MARUBENI] confirmed to follow [Power Company's] actions and conclusions for the [Consultant B] Agreement."

75. On or about March 30, 2004, a MARUBENI employee responded to the e-mail from Pomponi referenced in Paragraph 74 above, stating, "I understand. We follow you. I will try to finalize the agreement at earliest possible time."

76. On or about March 30, 2004, Pomponi sent an e-mail to Hoskins, Pierucci, and Power Company Employee A, stating, "Approval...has finally been received this morning authorizing the requested Terms of Payment. Pls proceed with this ASAP to obtain the CA signing by [Consultant B] in order for [Consultant B's] effectiveness to continue."

77. On or about March 31, 2004, Power Company Employee A responded to the e-mail from Pomponi referenced in Paragraph 76 above, stating, "I will mentioned [sic] our position to [Official 2] and [Consultant B] this afternoon. Furthermore I would suggest you to contact [the employee at Power Company Switzerland responsible for consultancy agreements] with a request to make the necessary CA changes (ToP) and ask her to send me the revised CA asap. Once the revised agreement arrived I will obtain [Consultant B's] signature. Mean while [sic] I will give [Official 2]/[Consultant B] my word."

78. In or around October 2004, employees of MARUBENI traveled to Connecticut to attend meetings with employees of Power Company Connecticut in connection with the Tarahan Project.

79. On or about May 22, 2005, after MARUBENI, Power Company, and Power Company's subsidiaries were awarded the Tarahan Project contract, Consultant A sent an e-mail to Pomponi, stating, "I will call you this week and find out the amount of invoice I need to submit to you, as the contract amount you sent me is for the entire contract."

80. On or about December 8, 2005, Consultant A sent an e-mail to Pomponi, stating, "Good morning from Jakarta. [An official from PLN] keep contacting me and asking for …support. He has not been contacted by you or your local team. Could you please give him a call and let him know I have nothing to do with him. It is really important." (Ellipses in original).

81. On or about December 9, 2005, Pomponi forwarded to Power Company Employee A and Power Company Employee B, copying Pierucci, the e-mail from Consultant A referenced in Paragraph 80, and stated, "This has gone on way too long. Please take care of this. Please advise when this is completed and settled. As you are fully aware, [Consultant A] has nothing to do with PLN. There was a complete and clear division of responsibility."

Payments from Power Company to Consultant A to Bribe Official 1

82. On or about November 16, 2005, Power Company Connecticut caused a wire transfer in the amount of $200,064 from the company's bank account in New York to Consultant A's bank account in Maryland for the purpose of paying bribes to Official 1.

83. On or about January 4, 2006, Power Company Connecticut caused a wire transfer in the amount of $200,064 from the company's bank account in New York to Consultant A's bank account in Maryland for the purpose of paying bribes to Official 1.

84. On or about March 7, 2007, Power Company Connecticut caused a wire transfer in the amount of $200,064 from the company's bank account in New York to Consultant A's bank account in Maryland for the purpose of paying bribes to Official 1.

85. On or about October 5, 2009, Power Company Connecticut caused a wire transfer in the amount of $66,688 from the company's bank account in New York to Consultant A's bank account in Maryland for the purpose of paying bribes to Official 1.

Payments from Power Company to Consultant B to Bribe Officials at PLN

86. On or about July 20, 2005, Power Company Connecticut caused a wire transfer in the amount of $418,906 from the company's bank account in New York to Power Company Switzerland's bank account in Zurich, Switzerland, which amount was transferred by Power Company Switzerland to Consultant B's bank account in Singapore for the purpose of paying bribes to officials at PLN.

87. On or about July 26, 2005, Power Company Connecticut caused a wire transfer in the amount of $114,598 from the company's bank account in New York to Power Company Switzerland's bank account in Zurich, Switzerland, which amount was transferred by Power Company Switzerland to Consultant B's bank account in Singapore for the purpose of paying bribes to officials at PLN.

88. On or about March 28, 2006, Power Company Connecticut caused a wire transfer in the amount of $466,816 from the company's bank account in New York to Power Company Switzerland's bank account in Zurich, Switzerland, which amount was transferred by Power Company Switzerland to Consultant B's bank account in Singapore for the purpose of paying bribes to officials at PLN.

89. On or about December 6, 2006, Power Company Connecticut caused a wire transfer in the amount of $266,752 from the company's bank account in New York to Power Company Switzerland's bank account in Zurich, Switzerland, which amount was transferred by Power Company Switzerland to Consultant B's bank account in Singapore for the purpose of paying bribes to officials at PLN.

Payments from MARUBENI to Consultant A to Bribe Official 1

90. On or about June 30, 2005, MARUBENI caused a wire transfer in the amount of $151,781.70 from a bank account in New York to Consultant A's bank account in Maryland for the purpose of paying bribes to Official 1.

91. On or about December 28, 2005, MARUBENI caused a wire transfer in the amount of $154,462.30 from a bank account in New York to Consultant A's bank account in Maryland for the purpose of paying bribes to Official 1.

92. On or about November 14, 2008, MARUBENI caused a wire transfer in the amount of $51,549.79 from a bank account in New York to Consultant A's bank account in Maryland for the purpose of paying bribes to Official 1.