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**FILED**  
JUN 23 2006  
CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
BY DEPUTY

12 UNITED STATES DISTRICT COURT  
13 SOUTHERN DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA, ) Criminal Case No. 06CR1380-BEN  
15 )  
16 Plaintiff, )  
17 )  
18 v. )  
19 ) PLEA AGREEMENT  
20 STEVEN LYNWOOD HEAD, )  
21 )  
22 Defendant. )  
23 )  
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20 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF  
21 AMERICA, through its counsel, Carol C. Lam, United States Attorney,  
22 Eric J. Beste and Steven E. Stone, Assistant United States Attorneys,  
23 Mark F. Mendelsohn, Deputy Chief, Fraud Section, U.S. Department of  
24 Justice, Criminal Division, and defendant, STEVEN LYNWOOD HEAD, with  
25 the advice and consent of Lawrence E. Biegel and Michael J. McCabe,  
26 counsel for defendant, as follows:

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Def. Initials 

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I

THE PLEA

Defendant STEVEN LYNWOOD HEAD ("Defendant") agrees to waive Indictment and any statute of limitations objections, and to plead guilty to an Information charging Defendant with one count of falsifying the books and records of an issuer under the federal securities laws in violation of Title 15, United States Code, Sections 78m(b) (2) (A), 78m(b) (5) and 78ff.

In exchange for Defendant's guilty plea to the above charge and subject to the conditions set forth herein, the Government agrees not to initiate any additional criminal charges against Defendant related to his conduct at Titan Corporation.

Nothing in this plea agreement shields Defendant from prosecution for perjury, the giving of a false statement to a federal agent, or obstruction of justice in the event that Defendant commits such an offense after the date of this plea agreement. Should Defendant commit perjury, give a false statement to a federal agent, or obstruct an investigation, then the United States will be free to prosecute Defendant for that offense and will be free to withdraw from this plea agreement or be relieved of its obligations, if any, under this plea agreement.


II

NATURE OF THE OFFENSE

A. ELEMENTS EXPLAINED

Defendant understands that the offense to which Defendant is pleading guilty has the following elements:

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- 1           1. That Titan Corporation was an "issuer" of  
2 securities under the federal securities laws;  
3           2. That in or about January 2001, Defendant directly  
4 or indirectly falsified one or more of the books,  
5 records, or accounts of Titan Corporation; and  
6           3. That in falsifying this book, record, or account,  
7 Defendant acted knowingly and willfully.

8           B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS


9           Defendant has fully discussed the facts of this case with defense  
10 counsel. Defendant has committed each of the elements of the crime  
11 and admits that there is a factual basis for this guilty plea. The  
12 following facts are true and undisputed:

13           1. Titan Corporation was a publicly traded corporation  
14 headquartered in San Diego, California. Titan Corporation and certain  
15 of its subsidiaries, including Titan Wireless, Inc., Titan Africa,  
16 Inc., and Titan Africa, S.A. (hereinafter collectively referred to as  
17 "TITAN"), were engaged in, among other things, the business of  
18 developing and constructing wireless telephone systems for certain  
19 developing nations. Titan Wireless, Titan Africa, Inc., and Titan  
20 Africa, S.A., although separately incorporated, shared employees,  
21 officers, and personnel with Titan Corporation.

22           2. Titan Corporation was an "issuer" of securities within  
23 the meaning of the Securities and Exchange Act of 1934, and, as such,  
24 was subject to the provisions of the Foreign Corrupt Practices Act of  
25 1977, 15 U.S.C. §§ 78dd-1 et seq., including its accounting  
26 provisions, 15 U.S.C. § 78m(b).

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1           3.     From 1998 to 2002, Defendant was employed by TITAN as  
2 an Assistant to the CEO of Titan Corporation and, later, as President  
3 and CEO of Titan Africa, Inc. Beginning in late 1999, Defendant acted  
4 as the program manager of TITAN's business activities in Benin.

5           4.     In 1998, TITAN embarked on a project to develop a  
6 telephone system in the African nation of the Republic of Benin and  
7 to generate revenue from operating the system for a number of years.

8           5.     In 1998, Defendant and other TITAN personnel traveled  
9 to Benin and discussed the project with the Benin Minister of  
10 Telecommunications and the Director General of the Postal and  
11 Telecommunications Office of the Republic of Benin ("OPT"), an office  
12 under the Benin Ministry of Telecommunications. During this visit  
13 Defendant was introduced to a Beninese national ("The Benin Agent")  
14 who could act as a sales agent for TITAN and who had a substantial  
15 relationship with the President of Benin.

16           6.     In 1999, TITAN entered into a Consulting Agreement with  
17 the Benin Agent making him TITAN's agent in Benin. Prior to TITAN's  
18 engagement of the Benin Agent, Defendant was aware that the Benin  
19 Agent had a substantial relationship with the Benin Head of State.

20           7.     In 1999, with the consent of the OPT, TITAN acquired  
21 the rights to develop and operate, among other things, a wireless  
22 telephone system in Benin. TITAN also entered into an agreement with  
23 the OPT, known as the "BCT Contract," under which TITAN would build,  
24 among other things, a wireless telephone network that would be  
25 transferred to the OPT after TITAN was paid in full for equipment and  
26 services provided by TITAN. Under the BCT Contract, the OPT had to  
27 obtain sites for telecommunications facilities, to secure  
28 authorization for use of specific wireless frequencies, and to assist


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1 in obtaining an exoneration of all customs, duties and taxes on  
2 equipment and products which TITAN imported into Benin for the BCT  
3 project.

4 8. The BCT Contract required that a supervisory group  
5 known as the BCT Steering Committee be established to supervise the  
6 project. This Committee consisted of Defendant, several senior  
7 officers of TITAN, the Benin Agent, and the Director General of the  
8 OPT. The Steering Committee met either in the United States or in  
9 Paris, France, approximately one time every three months between  
10 February 2000 and March 2001.

11 9. TITAN's agreements with the OPT required that TITAN pay  
12 "part of its profits as subsidies for development" of certain  
13 "sectors" in Benin, such as health, education, and agriculture. TITAN  
14 was to determine the practical methods of carrying out these subsidies  
15 in consultation with the Benin cabinet departments responsible for  
16 those sectors. These subsidies were referred to as "social payments."  
17 As of December 2000, the BCT Contract had not generated profits for  
18 TITAN.

19 10. In or about December 2000, the Benin Agent and the  
20 Director General of the OPT solicited money from TITAN under the guise  
21 of "advanced social payments," and stated that the money had to be  
22 paid before the next presidential election in Benin, set for March  
23 2001. At the time of this solicitation, Defendant and other TITAN  
24 employees knew that the social payments were not yet due under the  
25 terms of TITAN's agreements with the OPT, nor had there been any  
26 coordination or consultation with Benin cabinet departments, as  
27 required under TITAN's contracts. Defendant also believed that the  
28 so-called "social payments" solicited by the Benin Agent and the

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1 Director General of OPT would not be used in their entirety for the  
2 purposes identified in TITAN's agreements with the OPT. Nevertheless,  
3 Defendant at the direction of a senior officer of TITAN caused the  
4 requested payments to be made to the Benin Agent by means of a false  
5 invoice.

6 11. In late January 2001, Defendant caused the submission  
7 to TITAN of an invoice on the Benin Agent's letterhead totaling  
8 \$1,980,450. The invoice did not mention "social payments" or  
9 "subsidies," but instead, as Defendant knew, falsely stated that TITAN  
10 owed monies to the Benin Agent for consulting services allegedly  
11 performed.

12 12. Based on this false invoice, TITAN made several  
13 payments between January 2001 and May 2001 to the Benin Agent totaling  
14 approximately \$2 million for services not rendered. Specifically, on  
15 or around March 6, 2001, and April 10, 2001, TITAN wired two payments  
16 of \$500,000 each from a bank account in San Diego, California to the  
17 Benin Agent's offshore account in the Principality of Monaco. TITAN  
18 made additional payments based on the false invoice, totaling over  
19 \$1 million, to the Benin Agent in Benin.

20 13. Defendant and others at TITAN believed that at least  
21 part of the so-called "advanced social payments" made between January  
22 2001 and May 2001 were used to support the Benin President's 2001 re-  
23 election effort. Defendant and at least one senior TITAN official  
24 also used the scheduling and payment of these so-called "advanced  
25 social payments" as leverage to get the OPT to increase TITAN's  
26 management fee under the BCT Contract from 5% to 20% of the value of  
27 equipment that TITAN provided under the contract.

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1 III

2 PENALTIES

3 Defendant understands that the count to which Defendant is  
4 pleading guilty carries the following penalties:

- 5 A. a maximum 10 years in prison;  
6 B. a maximum \$1,000,000 fine;  
7 C. a mandatory special assessment of \$100 per count; and  
8 D. a term of supervised release of no more than 5 years.

9 Defendant understands that failure to comply with any of  
10 the conditions of supervised release may result in  
11 revocation of supervised release, requiring Defendant to  
12 serve in prison all or part of the term of supervised  
13 release.

14 Defendant further understands that by pleading guilty Defendant  
15 may become ineligible for certain federal benefits.


16 IV

17 DEFENDANT'S WAIVER OF TRIAL RIGHTS

18 Defendant understands that this guilty plea waives the right to:

- 19 A. continue to plead not guilty and require the Government to  
20 prove the elements of the crime beyond a reasonable doubt;  
21 B. a speedy and public trial by jury;  
22 C. the assistance of counsel at all stages of trial;  
23 D. confront and cross-examine adverse witnesses;  
24 E. present evidence and to have witnesses testify on behalf of  
25 Defendant; and  
26 F. not testify or have any adverse inferences drawn from the  
27 failure to testify.

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V

**DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

The Government represents that any information establishing the factual innocence of Defendant known to the undersigned prosecutor in this case has been turned over to Defendant. The Government will continue to provide such information establishing the factual innocence of Defendant.

Defendant understands that if this case proceeded to trial, the Government would be required to provide impeachment information relating to any informants or other witnesses. In addition, if Defendant raised an affirmative defense, the Government would be required to provide information in its possession that supports such a defense. Defendant acknowledges, however, that by pleading guilty Defendant will not be provided this information, if any, and Defendant also waives the right to this information. Finally, Defendant agrees not to attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.


VI

**DEFENDANT'S REPRESENTATION THAT GUILTY PLEA IS KNOWING AND VOLUNTARY**

Defendant represents that:

- A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel, and has a clear understanding of the charges and the consequences of this plea;

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- 1 B. No one has made any promises or offered any rewards in  
2 return for this guilty plea, other than those contained in  
3 this plea agreement or otherwise disclosed to the court;  
4 C. No one has threatened Defendant or Defendant's family to  
5 induce this guilty plea; and  
6 D. Defendant is pleading guilty because in truth and in fact  
7 Defendant is guilty and for no other reason.

8 VII


9 **AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE**  
10 **SOUTHERN DISTRICT OF CALIFORNIA AND THE**  
11 **UNITED STATES DEPARTMENT OF JUSTICE,**  
**CRIMINAL DIVISION, FRAUD SECTION**

12 This plea agreement is limited to the United States Attorney's  
13 Office for the Southern District of California and the Fraud Section  
14 of the United States Department of Justice, Criminal Division, and  
15 cannot bind any other federal, state or local prosecuting,  
16 administrative, or regulatory authorities, although the Government  
17 will bring this plea agreement to the attention of other authorities  
18 if requested by Defendant.

19 VIII

20 **APPLICABILITY OF SENTENCING GUIDELINES**

21 Defendant understands the sentence imposed will be based on the  
22 factors set forth in 18 U.S.C. § 3553(a). Defendant understands  
23 further that in imposing the sentence, the sentencing judge must  
24 consult the United States Sentencing Guidelines (Guidelines) and take  
25 them into account. Defendant has discussed the Guidelines with  
26 defense counsel and understands that the Guidelines are only advisory,  
27 not mandatory, and the court may impose a sentence more severe or less  
28 severe than otherwise applicable under the Guidelines, up to the

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1 maximum in the statute of conviction. Defendant understands further  
2 that the sentence cannot be determined until a presentence report has  
3 been prepared by the U.S. Probation Office and defense counsel and the  
4 Government have had an opportunity to review and challenge the  
5 presentence report. Nothing in this plea agreement shall be construed  
6 as limiting the Government's duty to provide complete and accurate  
7 facts to the district court and the U.S. Probation Office.

8 IX

9 SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE


10 This plea agreement is made pursuant to Federal Rule of Criminal  
11 Procedure 11(c)(1)(B). Defendant understands that the sentence is  
12 within the sole discretion of the sentencing judge. The Government  
13 has not made and will not make any representation as to what sentence  
14 Defendant will receive. Defendant understands that the sentencing  
15 judge may impose the maximum sentence provided by statute, and is also  
16 aware that any estimate of the probable sentence by defense counsel  
17 is a prediction, not a promise, and is not binding on the Court.  
18 Likewise, the recommendation made by the Government is not binding on  
19 the Court, and it is uncertain at this time what Defendant's sentence  
20 will be. Defendant also has been advised and understands that if the  
21 sentencing judge does not follow any of the parties' sentencing  
22 recommendations, Defendant nevertheless has no right to withdraw the  
23 plea.

24 X

25 PARTIES' SENTENCING RECOMMENDATIONS

26 A. SENTENCING GUIDELINE CALCULATIONS

27 Although the parties understand that the Guidelines are only  
28 advisory and just one of the factors the court will consider under

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1 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly  
2 recommend the following Base Offense Level, Specific Offense  
3 Characteristics, Adjustments and Departures (if applicable) under the  
4 Guidelines effective November 1, 2000:

- |    |                                    |     |
|----|------------------------------------|-----|
| 5  | 1. Base Offense Level [§ 2F1.1(a)] | 6   |
| 6  | 2. Loss of more than \$1,500,000,  |     |
| 7  | but less than \$2,500,000          |     |
| 8  | [§ 2F1.1(b)(1)(M)]                 | +12 |
| 9  | 3. Acceptance of Responsibility    |     |
| 10 | [§ 3E1.1]                          | -3  |
| 11 | 4. Substantial Assistance          |     |
| 12 | [§ 5K1.1]                          | -4  |
| 13 | 5. Total Offense Level =           | 11  |


14 B. ACCEPTANCE OF RESPONSIBILITY

15 Notwithstanding paragraph A.3 above, the Government will not  
16 recommend any adjustment for Acceptance of Responsibility if  
17 Defendant:

- 18 1. Fails to admit a complete factual basis for the plea
- 19 at the time it is entered, or
- 20 2. Denies involvement in the offense, gives conflicting
- 21 statements about that involvement, or is untruthful
- 22 with the Court or probation officer, or
- 23 3. Fails to appear in court, or
- 24 4. Engages in additional criminal conduct, or
- 25 5. Attempts to withdraw the plea, or
- 26 6. Refuses to abide by any lawful court order.

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1 C. ADJUSTMENTS

2 The parties agree not to recommend any further upward or downward  
3 adjustments.

4 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

5 There is **no** agreement as to Defendant's Criminal History  
6 Category.

7 E. DEPARTURES

8 Defendant hereby reserves the right to request any additional  
9 downward departures, including any criminal history departures under  
10 U.S.S.G. § 4A1.3. The Government reserves the right to oppose any  
11 downward departure not set forth in Section X, paragraph A above.

12 F. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION


13 The parties agree that the facts in the "factual basis" paragraph  
14 of this agreement are true, and may be considered as "relevant  
15 conduct" under U.S.S.G. § 1B1.3 and as the nature and circumstances  
16 of the offense under 18 U.S.C. § 3553(a)(1).

17 G. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

18 The Government will recommend that Defendant be sentenced to the  
19 **low end** of the advisory guideline range as calculated by the  
20 Government pursuant to this agreement. However, if the Court adopts  
21 an offense level or downward adjustment or departure below the  
22 Government's recommendations in this plea agreement, the Government  
23 will recommend a sentence as near as possible to what the sentence  
24 would have been if the Government's recommendations had been followed.

25 H. SPECIAL ASSESSMENT/FINE/RESTITUTION

26 Special Assessment. The parties will jointly recommend that  
27 Defendant pay a special assessment in the amount of \$100.00 to be paid  
28 forthwith at time of sentencing. The special assessment shall be paid

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1 through the office of the Clerk of the District Court by bank or  
2 cashier's check or money order made payable to the "Clerk, United  
3 States District Court."


4 Fine. The parties will jointly recommend that Defendant pay a  
5 fine at the low end of the applicable Guidelines range determined by  
6 the Court. The fine shall be paid through the Office of the Clerk of  
7 the District Court by bank or cashier's check or money order made  
8 payable to the "Clerk, United States District Court."

9 Restitution. The parties do not recommend imposition of a  
10 restitution order due to (1) TITAN's criminal conviction for the same  
11 offense in United States v. Titan Corporation, Criminal Case No.  
12 05cr0314-BEN (S.D. Cal.), and (2) the difficulty of calculating loss  
13 with respect to any other particular victim. See  
14 18 U.S.C. § 3663A(c)(3)(B).

15 **XI**

16 **DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK**

17 In exchange for the Government's concessions in this plea  
18 agreement, Defendant waives, to the full extent of the law, any right  
19 to appeal or to collaterally attack the conviction and sentence,  
20 including any restitution order, unless the court imposes a custodial  
21 sentence greater than the high end of the guideline range (or  
22 statutory mandatory minimum term, if applicable) recommended by the  
23 Government pursuant to this plea agreement at the time of sentencing.  
24 If the custodial sentence is greater than the high end of that range,  
25 Defendant may appeal, but the Government will be free to support on  
26 appeal the sentence actually imposed. If Defendant believes the  
27 Government's recommendation is not in accord with this plea agreement,  
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1 Defendant will object at the time of sentencing; otherwise the  
2 objection will be deemed waived.

3 **XII**


4 **COOPERATION**

5 A. Defendant has expressed a desire to provide substantial  
6 assistance to the Government in the investigation and prosecution of  
7 others. To date, the Government believes that Defendant's assistance  
8 in the investigation and prosecution of others has been "substantial,"  
9 and that Defendant's cooperation has been sufficient to merit a  
10 downward departure. However, the Government has made no evaluation  
11 whether Defendant's future cooperation, if any, will be "substantial,"  
12 or whether it will merit any further downward departure from the  
13 Sentencing Guidelines.

14 B. Defendant agrees to be interviewed by federal and state law  
15 enforcement agents and attorneys and to tell everything Defendant  
16 knows about every person involved presently or in the past in the  
17 incident which gave rise to these charges as well as other violations  
18 of law. Defendant also agrees to produce all documents and other  
19 evidence in Defendant's possession or control related to these  
20 violations.

21 C. Defendant agrees not to do any undercover work or tape  
22 record any conversations or gather evidence unless instructed by the  
23 agent assigned to Defendant. Defendant can be prosecuted for any  
24 criminal activity undertaken without instructions.

25 D. Defendant agrees to provide statements under penalty of  
26 perjury and to testify before any federal or state grand jury, and at  
27 any pretrial, trial or post-trial proceedings. Defendant will provide  
28 complete, truthful and accurate information and testimony. Defendant

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1 agrees to submit to a polygraph examination to test the truthfulness  
2 of Defendant's statements, upon request by the Government.

3 E. The Government agrees that, if Defendant fully complies with  
4 this plea agreement, it will not make use of any statements made by  
5 Defendant during the period of post-plea cooperation in any further  
6 prosecution of Defendant for any offense, or in Defendant's sentencing  
7 as provided in Guideline § 1B1.8. If Defendant does not fully comply  
8 with this plea agreement, all statements made by Defendant before,  
9 during and after this plea agreement, and any leads or evidence  
10 derived from such statements, can be used against Defendant.

11 F. Statements made by Defendant pursuant to this plea agreement  
12 are not statements "made in the course of any proceedings under Rule  
13 11 of the Federal Rules of Criminal Procedure" and are not statements  
14 "made in the course of plea discussions."

15 G. The Government agrees, based solely on Defendant's  
16 cooperation to date, that prior to sentencing it will file a motion  
17 for downward departure under 18 U.S.C. § 3553, or U.S.S.G. § 5K1.1  
18 recommending a four level downward departure as set forth in Section  
19 X, paragraph A above. If, in its sole discretion, the Government  
20 decides that Defendant has provided additional substantial assistance  
21 since the entry of this guilty plea, it may recommend a further  
22 downward departure under 18 U.S.C. § 3553, or U.S.S.G. § 5K1.1.  
23 Defendant acknowledges that even if the Government makes a motion, the  
24 Court may reject the Government's recommendation and refuse to depart  
25 downward.

26 H. At sentencing the Government will inform the sentencing  
27 judge of: (1) this plea agreement; (2) the nature and extent of  
28 Defendant's activities in this case; (3) the full nature and extent

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1 of Defendant's cooperation with the Government and the date when such  
2 cooperation commenced; and (4) all information in the possession of  
3 the Government relevant to sentencing.


4 I. If Defendant provides materially false, incomplete, or  
5 misleading testimony or information, or breaches this plea agreement  
6 in any other way, the Government may prosecute Defendant in connection  
7 with all offenses in the present Information as well as for any other  
8 federal criminal violation of which it is aware, including false  
9 statements, perjury and obstruction of justice, and Defendant's  
10 sentencing guidelines may be adjusted for making false statements  
11 (e.g., § 3C1.1 and § 3E1.1). Any prosecution and sentence may be  
12 based on information provided by Defendant. In addition, the  
13 Government may move to set aside this plea agreement, and prosecute  
14 Defendant on the underlying charges. However, if the Government  
15 elects not to set aside the plea agreement, Defendant agrees that the  
16 Government may recommend any sentence without restriction by this plea  
17 agreement.

18 J. The parties will request that the Court continue the  
19 sentencing in this case beyond the normal period to allow Defendant  
20 to cooperate under this plea agreement. Defendant acknowledges that  
21 the Court may deny this request and require that sentencing proceed  
22 according to the Court's schedule.

23 XIII

24 **CRIMES AFTER ARREST OR BREACH OF THE AGREEMENT WILL PERMIT**  
25 **GOVERNMENT TO RECOMMEND A HIGHER SENTENCE OR SET ASIDE PLEA**

26 This plea agreement is based on the understanding that, prior to  
27 Defendant's sentencing in this case, Defendant has not committed or  
28 been arrested for any offense not known to the Government prior to

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1 Defendant's sentencing. This plea agreement is further based on the  
2 understanding that Defendant has committed no criminal conduct since  
3 his termination from TITAN in 2002, and that Defendant will commit no  
4 additional criminal conduct before sentencing. If Defendant has  
5 engaged in or engages in additional criminal conduct during this  
6 period, or breaches any of the terms of any agreement with the  
7 Government, the Government will not be bound by the recommendations  
8 in this plea agreement, and may recommend any lawful sentence. In  
9 addition, at its option, the Government may move to set aside the  
10 plea.

11 **XIV**

12 **ENTIRE AGREEMENT**

13 This plea agreement embodies the entire plea agreement between  
14 the parties and supersedes any other plea agreement, written or oral.

15 **XV**

16 **MODIFICATION OF AGREEMENT MUST BE IN WRITING**

17 No modification of this plea agreement shall be effective unless  
18 in writing signed by all parties.

19 **XVI**

20 **DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT**

21 By signing this plea agreement, Defendant certifies that  
22 Defendant has read it, has discussed the terms of this plea agreement  
23 with defense counsel, and fully understands its meaning and effect.


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XVII

DEFENDANT SATISFIED WITH COUNSEL

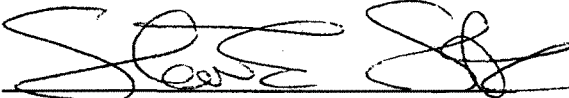
Defendant has consulted with counsel and is satisfied with counsel's representation.

CAROL C. LAM  
United States Attorney

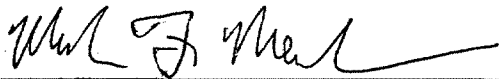
23 June 2006  
DATED

  
ERIC J. BESTE  
Assistant U.S. Attorney


6/23/06  
DATED

  
STEVEN E. STONE  
Assistant U.S. Attorney


06/22/2006  
DATED

  
MARK F. MENDELSON  
Deputy Chief Fraud Section  
U.S. Department of Justice  
Criminal Division

6/22/06  
DATED

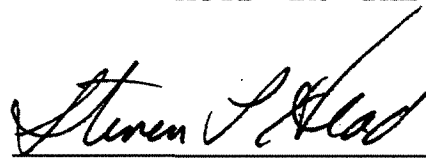
  
LAWRENCE E. BIEGEL, ESQ.  
Attorney for Defendant

6/22/06  
DATED

  
MICHAEL J. McCABE, ESQ.  
Attorney for Defendant

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" PARAGRAPH ABOVE ARE TRUE.

22 June 2006  
DATED

  
STEVEN LYNWOOD HEAD  
Defendant

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