

## ADMINISTRATIVE AGREEMENT

This Agreement, dated the 11 day of April, 2012, is made between Schenker AG (“Schenker”), BAX Global Inc. (“Bax”), and the United States Department of the Air Force (“Air Force”).

### PREAMBLE

1. Schenker is an international air freight forwarder. The principal place of business for Schenker is in Essen, Germany. At the time of the misconduct covered herein, Bax was an international freight forwarder but Bax no longer performs freight forwarding services. Currently, Bax conducts no business operations and has no employees. The activities of its officers are limited to the administrative actions necessary to maintain its status as a corporate entity. Bax is located in Maumee, Ohio. Both Schenker and Bax are expressly covered by the provisions of this Agreement.
2. In September 2010, Schenker entered into a plea agreement in the United States District Court for the District of Columbia to a three count criminal information charging the company with violations of the Sherman Act, 15 U.S.C. § 1. In September 2010, Bax also entered into a plea agreement in the United States District Court for the District of Columbia to a three count criminal information charging the company with violations of the Sherman Act, 15 U.S.C. § 1. The informations alleged that the companies knowingly participated in conspiracies to fix prices on air cargo shipments to the United States. In December 2011, in accordance with the plea agreements, Schenker and Bax entered guilty pleas and were sentenced. Schenker paid a fine of \$3.5 million. Bax paid a fine of \$19.7 million.
3. Schenker and Bax also entered into a civil settlement with class action plaintiffs who alleged that Schenker and Bax had participated in conspiracies to fix the price of air cargo shipments to the United States. The civil settlement agreements released Schenker and Bax from all further liability relating to the conduct covered by these agreements.
4. On February 16, 2012, the Air Force issued Notices of Mandatory and Proposed Debarment to Schenker and Bax. Schenker and Bax agree that the facts as stated in the Notice of Mandatory Debarment and Memorandum in Support of the Proposed Debarments (the “Notice” and “Memo”) are correct, and that bases for debarment exist as stated therein.
5. Schenker and Bax have expressed an interest in demonstrating they are, today, responsible government contractors who can be trusted to deal fairly and honestly with the Government. Schenker and Bax contend that debarment of the companies from future Government contracting is not necessary to protect the Government’s interests. The contents of this Agreement and their ensuing measures, e.g. the independent audit of ethics/compliance programs, are subject to applicable privacy regulations imposed by non-U.S. Governments. Applicable privacy regulations include applicable internal labor-management agreements. In the event such a privacy regulation conflicts with Schenker and Bax’s obligations under this Agreement, the Air Force, Schenker and Bax agree to meet and confer to determine an alternate method of complying with the Agreement obligations.
6. Subject to the terms and conditions included herein, and based on the facts currently known to the Air Force, the Air Force agrees to terminate the proposed debarments of Schenker

and Bax, remove the companies from the Excluded Parties List System (<http://www.epls.gov>), and to make findings that the Air Force may award contracts to these companies.

## ARTICLES

1. PERIOD. The period of this Administrative Agreement shall be three (3) years from the date of execution of this Agreement by the Air Force, or, if the Air Force determines at any time during the three years that Schenker or Bax has ceased to be in full compliance with this Agreement, for a period of three years following reestablishment of full compliance as determined by the Air Force.

2. EMPLOYEES. The word "employee(s)" in this Agreement includes Schenker and Bax's directors, officers, and permanent employees, both part-time and full-time, as well as contract employees, temporary employees, and consultants.

3. SELF-GOVERNANCE PROGRAMS. Schenker and Bax have implemented or will implement and agree to maintain self-governance programs that include compliance programs for certain affected employees and Business Ethics Programs that covers all employees. The Business Ethics Programs shall be maintained so as to ensure that Schenker and Bax and each of their employees maintain the business honesty and integrity required of a Government contractor and that Schenker and Bax operate in strict compliance with all applicable laws, regulations, and the terms of any contract. Schenker and Bax represent that the Business Ethics Programs include or will include the following components:

- a. CENTRAL, HIGH-LEVEL PROGRAM MANAGEMENT. Mr. Jan Nordin serves as Schenker's Chief Compliance and Ethics Officer. Mr. Nordin is responsible for managing all aspects of the Schenker and Bax Compliance and Business Ethics Programs.
- b. CODE OF BUSINESS ETHICS AND CONDUCT. As part of the Compliance and Business Ethics Program ("Program") Schenker published and Bax will publish a written Code of Conduct that addresses corporate ethical principles (the "Code"), a Compliance Guide (the "Guide"), and separate Policies regarding the Foreign Corrupt Practices Act and Antitrust (the "Policies"). The Code, the Compliance Guide, and the Policies were already submitted to the Air Force and are incorporated herein by reference. Schenker and Bax also confirm that they will develop and implement a Policy regarding dealings with Government contracting entities. The Code has been or will be provided within 90 days of this Agreement to each employee of Schenker and Bax and verification will be obtained documenting that each employee received, read, and understands the materials. In addition, the Guide and the Policies are or will be provided to each employee whose responsibilities might relate to those materials, and verification will be obtained documenting that each such employee received, read, and understands the materials. Finally, all of these documents and materials (the Code, the Guide, and the Policies) are accessible to all employees.

- c. INFORMATION AND EDUCATION PROGRAM. Also as part of the Program, Schenker has instituted and Bax shall institute and shall maintain an electronic information and education programs designed to assure that all Schenker and Bax employees are aware of all laws, regulations, and standards of business conduct that they are expected to follow and which relate to their duties at the companies, along with the consequences both to the employee and to the companies that will ensue from any violation of such measures. Training consists of three electronic modules that address (1) general ethics; (2) foreign corrupt practices/bribery, and (3) antitrust. Information about this aspect of the Program was previously provided to the Air Force and is incorporated herein by reference. In addition to the electronic information and education programs, Schenker and Bax commit to implementing face-to-face compliance training that will be taught by managers in a cascading fashion.
- d. LANGUAGES. All written materials and training related to the Business Ethics Program will be provided in English and in other languages necessary to assure that each employee understands all elements of any written or oral presentation.
- e. REPORTING AND INFORMATION RESOURCES. Schenker will establish a dedicated toll-free telephone number maintained by an independent third-party for confidential calls, including those made anonymously, reporting suspected misconduct or for asking questions related to business ethics or business conduct. This number will appear prominently on Schenker's and Bax's websites and in their respective Guides.
- f. GIFTS PROHIBITED. Schenker and Bax will institute policies prohibiting giving to any U.S. Government employee any gift, gratuity, meal, refreshment, or entertainment, other than widely-distributed commemorative items of less than \$20 value or occasional refreshments in connection with a business meeting.
- g. INDEPENDENT SURVEY OF ETHICS/COMPLIANCE PROGRAMS AND FOLLOW-UP RECOMMENDATIONS. The parties acknowledge that Schenker retained the services of the Ethics Resource Center ("ERC") to conduct an independent survey of Schenker's ethics and compliance programs. The Schenker/ERC agreement will be modified to incorporate Bax. ERC will deliver a report of such survey, as well as a report that includes specific assessments and recommendations related to Schenker's ethics and compliance programs to Schenker and Bax to the Air Force. Schenker commits to implement all the recommendations made by ERC to improve its ethics and compliance programs unless Schenker, Bax, and the Air Force agree in writing that the recommendations are not feasible and are not necessary. Schenker and Bax will also request that ERC conduct a follow-up survey of its ethics and compliance programs between twenty-four (24) and thirty (30) months after the initial survey.

- h. VALUES-BASED ETHICS PROGRAM. In addition to their existing compliance programs which the companies agree to improve, Schenker and Bax commit to implementing a values-based ethics program which will include, among other measures, annual values-based ethics training taught by managers in a cascading fashion.

4. OMBUDSMAN. Schenker already maintains an Ombudsman that is available to consult regarding ethics and compliance issues and inquiries. That contact information for the Ombudsman appears in the Guide, on Schenker's website, and in its e-learning materials. Bax will establish the same capability.

5. PREFERRED SUPPLIER PROGRAM. Schenker and Bax shall institute a Preferred Supplier Program within 120 days of the effective date of this Agreement. The Preferred Supplier Program shall be designated so as to reward, in some manner, suppliers and subcontractors that have instituted and maintain compliance and values based ethics programs.

6. PERFORMANCE STANDARDS, Promotion of and adherence to the companies' Business Ethics Program is an element of each manager's written performance standards and each manager (including the CEO) is appraised annually in writing on his or her adherence to and promotion of the Program. Schenker and Bax will submit, as a part of each report to the Air Force pursuant to Article 9, a statement by the Board of Directors and the CEO that they and the Ethics Officer have verified that each manager has been appraised on his or her adherence to and promotion of the Program.

7. BOARDS OF DIRECTORS AND CEOs RESPONSIBLE. The Management Boards and the CEOs shall be responsible for Schenker's and Bax's Programs, for maintaining and updating the Code and Policies, and for auditing Schenker's and Bax's compliance with this Agreement. The Chief Compliance and Ethics Officer and appropriate members of management shall report to the Supervisory Board in person and in writing not less than quarterly concerning the Program and compliance with this Agreement. The Management Boards and CEOs shall take whatever actions are appropriate and necessary to ensure that Schenker and Bax conduct their activities in compliance with the requirements of the law and sound business ethics. Schenker and Bax shall provide to the Air Force copies of the written reports and minutes of all such meetings reflecting the reports made to the Supervisory Board and their decisions or directions to management concerning any matters in any way related to Schenker's and Bax's Ethics and Compliance Program or this Agreement.

8. MANAGERS' CERTIFICATES. Schenker and Bax will implement and maintain an annual certification requirement that each manager at every level of the companies (and the Supervisory Board with respect to the CEO) attest that he or she has personally (a) discussed with each employee under his or her supervision the content and application of the Code and the Guide; (b) informed each employee that strict adherence to the law, the Code, and the Guide, and the principles of the Program, is a condition of employment; and (c) informed each such employee that Schenker will take disciplinary action, up to and including discharge, for violations of the Code, the

Guide, the principles of the Program, or basic tenets of business honesty and integrity. Schenker and Bax will submit, as part of its reports to the Air Force pursuant to Article 9, a statement by the CEO that he and the Chief Compliance and Ethics Officer have verified that the certifications are being maintained and that each manager has provided a certification as required by this provision. The certificates shall be maintained and available for the Air Force's review and inspection

9. REPORTS. Each calendar year, the CEO shall submit a written report to the Air Force describing the measures taken by Schenker and Bax during that year to implement the Program and to ensure compliance with this Agreement. The reports shall be submitted in time to be received at the Air Force within twenty days of the end of the calendar year. The final report is to be received not later than one month prior to the final day of this Agreement. The reporting dates are deadlines for receipt of the reports at Air Force Headquarters. The reports shall include:

- a. Standards of conduct/ethics/compliance training conducted, subject matter covered, and the number and type of persons who attended.
- b. Informal notifications or initiatives relating to the Program.
- c. Documentation required under Sections 5, 6, 7, 8, 10, 11, 13, 14, and 15 of this Agreement.
- d. The initiation of and status of any ongoing investigation of, or legal proceedings by the U.S. Government in which Schenker is a subject or target, including times, places, and subject matter of search warrants, subpoenas, criminal charges, criminal or civil agreements, etc.
- e. A report identifying all calls made to the corporate confidential toll-free line regarding instances of suspected misconduct brought to the attention of management through any other channel during the preceding year. Such reports shall summarize the facts of each matter, stating the date and source (generically identified only as employee, consultant, outsider, etc.), medium of report, the date and nature of the reported conduct, type and results of any internal investigation, corrective and/or disciplinary action and date of feedback to the source of the information. Matters pending resolution at the time of a reporting period shall be reported each year until final resolution of the matter is reported. If the corporation has received no reports, Schenker shall report that fact.
- f. A statement of any problems or weaknesses identified by the Program, corrective action proposed or initiated, and the status of any collective action.

10. MANAGEMENT. The principal members of Schenker and Bax Management Boards on the date of execution of this Agreement are set out in Exhibit 1. Schenker and Bax agree to notify the Air Force within two weeks if any of these principals leaves his or her current position and to provide the name of each successor to the Air Force upon appointment.

11. LEGAL PROCEEDINGS. Schenker and Bax represent to the Air Force that, to the best of Schenker and Bax's knowledge, Schenker and Bax are not now under criminal or civil

investigation by any U.S. or other Governmental entity. In addition to the periodic written reports required under this Agreement, Schenker shall notify the Air Force within seven (7) days of the time Schenker's Chief Executive Officer or General Counsel learns of (a) the initiation of any criminal or civil investigation by any U.S. federal, state, or local government entity involving allegations of Foreign Corrupt Practices Act, false statements, false claims, corruption, conflict of interest or anti-trust violations, or any other offenses relating to Schenker's or Bax's business integrity, or if Schenker or Bax have been advised that it is a target or subject of such investigation; (b) service of subpoenas by any such U.S. governmental entity, if Schenker has reason to believe that it is a subject or target of the investigation; (c) service of search warrants and/or searches carried out by any U.S. government entity in any Schenker or Bax facility; (d) initiation of legal action against Schenker or Bax, or any of their affiliates, employees, or agents by any U.S. government entity alleging violations of the Foreign Corrupt Practices Act, false statements, false claims, corruption, conflict of interest anti-trust violations or any other offenses relating to Schenker's or Bax's business integrity; or (e) criminal charges brought by any U.S. Government entity against Schenker or Bax or any of its affiliates, employees, or agents, relating to the business of Schenker. Schenker shall provide to the Air Force as much information as necessary to allow the Air Force to determine the impact of the investigative or legal activity upon the present responsibility of Schenker and Bax for Government contracting.

12. MEETING. Six (6) months after the effective date of this Agreement, and again six months prior to its termination, the Chief Compliance and Ethics Officer or an appropriate designee acceptable to the Air Force will meet with the Air Force Deputy General Counsel for Contractor Responsibility or a designee to discuss the status of compliance with this Agreement and the implementation of the Program.

13. LIST OF AUDIT REPORTS. In addition to the audit reports elsewhere required by this Agreement, Schenker and BAX agree to provide the Air Force with a list of all internal and external audit reports covering any divisions actively involved in performing work for the U.S. Government, regardless of source, either generated by or received by Schenker and Bax during the reporting period covered by the current Article 9 report.

14. REPORTS OF MISCONDUCT. In addition to the routine reports of misconduct required by this Agreement, Schenker and Bax shall submit to the Air Force, within fifteen (15) days of discovery by management, any suspected misconduct that management has reasonable grounds to believe may constitute a violation of U.S. criminal or civil law. The misconduct to be reported pursuant to this Agreement includes misconduct by any person, including, but not limited to, Schenker, Bax, the employees of either company, and Government employees, when related to the conduct of Schenker's business, and shall include misconduct disclosed to Schenker from any source relating to Schenker's or Bax's business. Schenker and Bax will investigate all reports of such misconduct that came to its attention and will notify the Air Force of the outcome of such investigations and any potential or actual impact on any aspect of Schenker's or Bax's Government business. Schenker or Bax will take corrective action, including prompt restitution of any harm to the Government. Schenker and Bax will include summary reports of the status of each such investigation to the Air Force in the periodic reports submitted pursuant to this Agreement until each matter is finally resolved.

15. LETTERS TO MAJOR SUPPLIERS AND MAJOR SUBCONTRACTORS.

Schenker will distribute to its major suppliers and major subcontractors a letter from the Chief Executive Officer (1) emphasizing Schenker's commitment to procurement integrity, (2) asking such suppliers and subcontractors to report to Schenker's or Bax's General Counsel and Ethics Officer any improper or illegal activity by Schenker or Bax employees, (3) and informing them of the contact information for the Schenker or Bax Hotline. Similar letters will be sent by Schenker's or Bax's CEO to all Schenker and Bax major suppliers and major subcontractors each year in the month of April. A copy of each year's letter shall be furnished to the Air Force pursuant to Article 9.

16. EMPLOYMENT OF SUSPENDED OR DEBARRED INDIVIDUALS.

Schenker and Bax do not knowingly employ an individual who is under indictment, convicted, or listed by a Federal Agency as debarred, suspended, or otherwise ineligible for Federal programs. Schenker and Bax shall make reasonable inquiry into the status of any potential employee or consultant. Such reasonable inquiry shall include, at a minimum, review of the General Services Administration's (GSA) List of Parties Excluded from Federal Procurement and Nonprocurement Programs as maintained by GSA on the internet. Schenker and Bax policy does not require Schenker or Bax to terminate the employment of individuals who are indicted or become suspended or are proposed for debarment during their employment with Schenker or Bax. Schenker or Bax, however, will remove such employees from responsibility for or involvement with Schenker's business affairs until the resolution of such suspension or proposed debarment. In addition, if any employee of Schenker or Bax is charged with a criminal offense relating to business or otherwise relating to honesty and integrity, Schenker will remove that employee immediately from responsibility for or involvement with Schenker's business affairs. If the employee is convicted or debarred, Schenker will terminate that individual's employment with Schenker. It is understood that local laws and regulations may limit the range of employment actions that Schenker or Bax may take in relation to an employee, and the terms of this Agreement recognize that employment actions must be consistent with said local laws and regulations. Schenker and Bax shall notify the Air Force of each such personnel action taken, and the reasons therefore, within 15 days of the action.

17. BUSINESS RELATIONSHIPS WITH SUSPENDED OR DEBARRED

ENTITIES. Schenker and Bax do not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by a Federal Agency as debarred, suspended, or proposed for debarment. Schenker and Bax shall make reasonable inquiry into the status of any potential business partner to include, at a minimum, review of the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs including the version of this list maintained by GSA on the internet. Notwithstanding any other provision of this paragraph, Schenker and Bax may enter into such a business relationship with a suspended or debarred contractor, if the General Counsel, and CEO, first determine in writing that a compelling reason justifies the action and furnishes to the Air Force Deputy General Counsel for Contractor Responsibility a copy of the determination not less than 10 days prior to Schenker or Bax entering into such a business relationship. Schenker and Bax shall not enter into a business relationship with a suspended or debarred entity if the Air Force objects. In addition to the provisions of this article, Schenker and Bax shall comply with the requirements of FAR 9.405-2(b) and provide to the Air Force Deputy General Counsel for Contractor Responsibility a copy of the documents submitted to the contracting officer pursuant thereto.

18. PROPOSED CHANGES. Schenker and Bax shall notify the Air Force of any proposed significant changes in the relevant directives, instructions, or procedures implemented in furtherance of Schenker's and Bax's Business Ethics Program and compliance with this Administrative Agreement. The Air Force, or its authorized representative, retains the right to verify, approve, or disapprove any such changes. No such changes shall be implemented without the prior approval of the Air Force.

19. ACCESS TO RECORDS AND INFORMATION. In the event that the Air Force has reason to believe that Schenker or Bax is failing to comply with the terms of this Agreement or is otherwise not acting as a responsible government contractor, and in addition to any other right the Air Force may have by statute, regulation, or contract, but subject to applicable data privacy laws, the Air Force or its duly authorized representative may examine Schenker's or Bax's books, records, and other company documents and supporting materials (paper or electronic) for the purpose of verifying and evaluating: (a) Schenker's or Bax's compliance with the terms of this Administrative Agreement; (b) Schenker's or Bax's business conduct in its dealings with all of its customers, including the Government; (c) Schenker's or Bax's compliance with Federal laws, regulations, and procurement policies and with accepted business practices; and (d) Schenker's or Bax's compliance with the requirements of Government contracts or subcontracts. Subject to applicable data privacy laws, the materials described above shall be made available by Schenker or Bax at all reasonable times for inspection, audit, or reproduction. Further, for purposes of this provision, the Air Force or its authorized representative may interview any Schenker or Bax employee at the employee's place of business during normal business hours, or telephonically, or at such other place and time as may be mutually agreed between the employee and the Air Force. The employee may be represented personally by his own counsel if requested by the employee. Any such interviews are to be conducted pursuant to applicable local laws and regulations.

20. COSTS OF REVIEW. Schenker and Bax will pay to the Air Force \$65,000 USD to cover the Air Force's costs of independently reviewing this matter and administering this Agreement.

21. UNALLOWABLE COSTS. In the event that Schenker or Bax is a party to, or enters into a cost-reimbursable contract,

- a. Schenker and Bax agree that all costs, as defined in FAR 31.205-47, incurred by, for, or on behalf of current or former officer, director, agent, employee, consultant, or affiliate of Schenker or Bax shall be expressly unallowable costs for Government contract accounting purposes. Unallowable costs include, but are not limited to, costs arising from, related to, or in connection with (a) the matters at issue here, (b) the Government's criminal and civil investigations regarding the matters at issue here, and (c) the Air Force's independent review of Schenker's or Bax's present responsibility, including the costs of the company's submissions, presentations, and appearances before the office of the Air Force Deputy General Counsel for Contractor Responsibility. Schenker's and Bax's costs of performing and administering the terms of this Agreement and any fines or penalties levied or to be levied in or arising out of the matter at issue here are agreed to be expressly unallowable costs. Also unallowable are Schenker's and Bax's costs of bringing Schenker's and Bax's self-governance, compliance, and ethics programs to a level acceptable to the Air Force, as well as the costs of the independent consultant. Schenker and Bax agree to account separately for such costs.

Schenker and Bax's present and future costs of maintaining, operating, and improving Schenker's and Bax's self-governance, compliance, and ethics programs are allowable costs for purposes of this Agreement.

- b. Schenker and Bax agree to treat as unallowable costs the full salary and benefits of any officer, employee, or consultant terminated from Schenker or Bax employ or removed from government contracting as a result of the wrongdoing at issue here and the cost of any severance payments or early retirement incentive payments paid to employees released from the company as a result of the wrongdoing at issue here. For purposes of the preceding sentence, the salary and benefits costs shall include all such costs from the first instance of participation, of each individual in the matters at issue here, as determined by the Air Force.
- c. Schenker and Bax recognize that in order to comply with the terms of this paragraph, certain costs may need to be reclassified. Schenker and Bax shall proceed immediately to identify and reclassify such costs and, within ninety days of the effective date of this Agreement, Schenker and Bax shall adjust any bid rate, billing rate, or unsettled final indirect cost rate pools to eliminate any costs made unallowable by this Agreement, and shall advise the Air Force, the cognizant administrative contracting officer, and the cognizant Government auditor of the amount and nature of the reclassified costs within 120 days of the date of this Agreement. The Air Force or a designated representative shall have the right to audit Schenker's or Bax's books and records to verify compliance with, this paragraph. Such audit rights shall be in addition to any audit rights the Government may have under the terms of any contract with Schenker or Bax.

22. ADVERSE ACTIONS. Schenker and Bax aver that adverse actions taken, or to be taken, by Schenker or Bax against any employee or other individual associated with Schenker or Bax arising out of or related to the wrongdoing at issue here were solely the result of Schenker's initiatives and decisions and were not the result of any action by, or on behalf of, agents or employees of the United States.

23. NO DEBARMENT. Upon execution of this Administrative Agreement, the Air Force will terminate the proposed debarments of Schenker and Bax, remove the companies from the Excluded Parties List System (<http://www.epls.gov>), and make findings that the Air Force may award contracts to these companies, and will not take further debarment action against Schenker based on the facts and circumstances set forth in the Information and Plea Agreement referenced in the Preamble herein, provided that the terms and conditions of this Administrative Agreement are faithfully fulfilled. The foregoing shall not restrict the Air Force from instituting administrative actions, including, without limitation, suspension or debarment should other information indicating the propriety of such action come to the attention of the Air Force, or additional information concerning the facts at issue here is discovered by the Government, which facts were not disclosed by Schenker or by the exercise of reasonable diligence could not have been discovered by the Air Force as of the date of this Agreement. This Agreement shall not restrict the rights of other agencies of the Government to take any administrative, contract or other action against Schenker.

24. PRESENT RESPONSIBILITY. Schenker's and Bax's compliance with the terms and conditions of this Agreement shall constitute an element of Schenker's and Bax's present responsibility for Government contracting, Schenker's or Bax's failure to meet any of its obligations pursuant to the terms and conditions of this Agreement (and any individual's actions to cause such

failure) shall constitute a separate cause for suspension and/or debarment of Schenker or Bax and such individuals. By entering into this Agreement, the Air Force is not determining that Schenker or Bax or anyone else is presently responsible for any specific Government contract.

25. NOTIFY EMPLOYEES. Schenker and Bax shall notify all Schenker and Bax employees of the fact and substance of this Agreement, the nature of the wrongdoing leading to the Agreement, and the importance of each employee's abiding by the terms of this Agreement and all requirements of law, regulations, and Schenker and Bax policies and procedures, within 30 days of the effective date of this Agreement.

26. SCHENKER OR BAX PURCHASE OF BUSINESSES. In the event that Schenker or Bax purchase or establish new business units after the effective date of this Agreement, Schenker or Bax shall implement all provisions of this Agreement, including any training or education requirements, within 90 days following such purchase or establishment.

27. SALE OF SCHENKER OR BAX BUSINESSES. In the event that Schenker or Bax sells or in any way transfers ownership of any part of its business, Schenker or Bax shall notify the Air Force in advance and, shall require by the terms of the transfer that the new owner, in addition to Schenker or Bax, shall be bound by the terms and conditions of this Agreement, including, but not, limited to, all reporting requirements.

28. RELEASE. Schenker and Bax hereby release the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the investigation, criminal prosecution, and civil settlement at issue here, and the proposed debarment and debarment of Schenker and Bax, and the discussions leading to this Agreement.

29. WAIVER. Schenker and Bax hereby waive all claims, demands, or requests for monies from the Government, of any kind or of whatever nature, that the Company, its parent and/or its subsidiaries may have or may develop in the future arising from, related to, or in connection with, any investigation, or as a result of administrative or judicial proceedings, or request for any other relief in law or in equity, or in any other forum be it judicial or administrative in nature arising out of or relating to the facts that gave rise to the debarments or proposed debarments.

30. PARAGRAPH HEADINGS. The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

31. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be the original, but all of which taken together, shall constitute one and the same agreement.

32. AIR FORCE RELIANCE. Schenker and Bax represent that all materials and other information supplied to the Air Force by its authorized representatives during the course of discussions with the Air Force preceding this Agreement are true and accurate, to the best of the information and belief of the Schenker signatories to this Agreement. Schenker and Bax also represent that it has provided to the Air Force all information in its possession relating to the facts

at issue. Schenker and Bax understand that this Agreement is executed on behalf of the Air Force in reliance upon the truth, accuracy, and completeness of all such representations.

33. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

34. RESTRICTION ON USE. Schenker and Bax shall not use any term of this Agreement or the fact of the existence of this Agreement for any purpose related to the litigation of, or in mitigation of any criminal, civil, or administrative investigation or action by any element of the Federal Government.

35. BANKRUPTCY. Bankruptcy proceedings shall not affect the enforcement of this Amended Agreement in the interests of the Government.

36. AUTHORIZED REPRESENTATIVES. The undersigned signatories for Schenker, Thomas C. Lieb and <sup>Dr</sup> ~~Heiner Murmann~~ fully authorized to execute this Agreement and he represents that he has authority to bind Schenker. The undersigned signatories for Bax, Heiner Murmann and Malcolm Heath, are fully authorized to execute this Agreement and he represents that he has authority to bind Bax.

37. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

38. NOTICES. Any notices, reports, or information required hereunder shall be in writing and delivered or mailed by registered or certified mail, postage prepaid as follows:

If to Schenker to: Dr. Thomas C. Lieb  
Chairman  
Schenker AG  
Alfredstrasse 81  
45130 Essen

If to Bax to: Heiner Murmann  
President and CEO  
BAX Global, Inc.  
150 Albany Avenue  
Freeport, New York 115320

If to the Air Force, to: Mr. Steven A. Shaw  
Deputy General Counsel (Contractor Responsibility)  
1235 S. Clark Street, Suite 301  
Arlington, VA 22202

or such other address as either party shall have designated by notice in writing to the other party.

39. PUBLIC DOCUMENT. This Agreement, including all attachments and reports submitted pursuant to it, are public documents and may be distributed by the Air Force throughout the Government as appropriate and to other interested persons upon request.

40. MODIFICATION. This Agreement may be amended or modified only by a written document signed by all parties.

SIGNATURES

DEPARTMENT OF THE AIR FORCE



STEVEN A. SHAW  
Deputy General Counsel (Contractor Responsibility)

Dated: 4/11/12

SCHENKER AG



THOMAS C. LIEB  
Chairman

Dated: April 11, 2012

SCHENKER AG



LUTZ FREYTAG  
Chief Financial Officer

Dated: April 11, 2012

BAX GLOBAL, INC.

[REDACTED]

~~HEINER MURMANN~~  
President and CEO

Dated: April 11/2012

[REDACTED]

~~MALCOLM HEATH~~  
Executive Vice President

Dated: 4/11/2012