

U.S. Department of Justice



Ronald C. Machen Jr.
United States Attorney

District of Columbia

*Judiciary Center
555 Fourth St., N.W.
Washington, D.C. 20530*

August 10, 2011

John C. Kiyonaga, Esq.
526 King Street
Suite 213
Alexandria, VA 22314

Robert L. Tucker, Esq.
3812 N. Pershing Dr.
Arlington, VA 22203

FILED
SEP - 7 2011
Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

Re: United States v. Stewart David Nozette, Crim. No. 09-276 (PLF)

Dear Messrs. Kiyonaga and Tucker:

This letter sets forth the final offer of a plea agreement ("Plea Agreement") between the Office of the United States Attorney for the District of Columbia and the Counterespionage Section of the National Security Division of the Department of Justice (hereinafter also collectively referred to as "the Government" or "this Office") and your client, **Stewart David Nozette** (hereinafter also referred to as "your client" or "the defendant"). **It expires at 5:00 p.m. on August 17, 2011.** If your client accepts the terms and conditions of this offer, your client and you should execute this document in the spaces provided below and return the original document to us. Upon receipt of this letter executed by both you and your client, this letter will become the Plea Agreement. The terms of the Plea Agreement are as follows:

1. **Charges.** Your client agrees to enter a plea of guilty to Count Three of the Indictment, in violation of Title 18, United States Code Section 794(a).

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2. **Potential Penalties, Assessments, and Restitution.** Your client understands that, pursuant to 18 U.S.C. § 794(a), the offense of Attempted Espionage is punishable by death,¹ if certain specified criteria are met, or otherwise, by imprisonment for any term of years or for life. The offense is further subject to a statutory maximum fine equal to the greatest of (a) \$250,000; (b) twice the gross amount of any pecuniary gain that any persons derived from the offense; or (c) twice the gross amount of any pecuniary loss sustained by any victims of the offense. See 18 U.S.C. § 3571. The Court may also order restitution pursuant to 18 U.S.C. § 3663. Fines imposed by the Court may be subject to the payment of interest.

The Court may order a term of supervised release for up to five years pursuant to 18 U.S.C. § 3583(b)(1), for the violations set out in Count Three of the Indictment. Your client is aware that any term of supervised release is in addition to any prison term that he may receive, and that a violation of a term of supervised release could result in your client being returned to prison for the full term of supervised release.

The Court will also order your client to pay a special assessment of \$100 as required by 18 U.S.C. § 3013, such assessment payable prior to sentencing.

3. **Release/Detention Pending Sentencing.** Your client agrees that pending sentencing in this matter, he will not seek release from detention and he further agrees that detention is warranted pursuant to 18 U.S.C. § 3143.

4. **Waiver of Rights.** Your client represents to the Court that his attorneys have rendered effective assistance. Your client understands that by pleading guilty in this case, he agrees to waive certain rights afforded by the Constitution of the United States and/or by statute, including the right to plead not guilty and the right to a speedy jury trial. At a jury trial, your client would have the right to be represented by counsel, to confront and cross-examine witnesses against your client, to compel witnesses to appear to testify and present other evidence on your client's behalf, and to choose whether to testify. If your client chose not to testify at a jury trial, your client would have the right to have the jury instructed that your client's failure to testify could not be held against your client. Your client would further have the right to have the jury instructed that your client is presumed innocent until proven guilty, and that the burden would be on the United States to prove your client's guilt beyond a reasonable doubt. If your client were found guilty after a trial, your client would have the right to appeal the conviction. Your client is voluntarily waiving these rights.

¹ By letter dated November 9, 2010, the prosecution informed you that the United States would not be seeking the death penalty in this case.

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It is agreed: (i) that your client will not file a direct appeal of the sentence set forth in Paragraph 9 of this Plea Agreement and, (ii) that the Government will not appeal the sentence set forth in Paragraph 9 of this Plea Agreement. Your client also knowingly and voluntarily waives or gives up all constitutional and statutory rights to a speedy sentence, and agrees that the plea of guilty pursuant to this Plea Agreement will be entered at a time decided upon by the Government with the concurrence of the Court. Your client also agrees that the sentencing in this case may be delayed until your client's cooperation has been completed, as determined by the Government, so that the Court will have the benefit of all relevant information before a sentence is imposed. Your client understands that the date for sentencing will be set by the Court.

Your client acknowledges and understands that during the course of the cooperation outlined in this Plea Agreement your client will be interviewed by law enforcement agents and/or Government attorneys and that your client has the right to have defense counsel present during these interviews. After consultation with you, and with your concurrence, your client knowingly and voluntarily waives this right and agrees to meet with law enforcement agents and the Government prosecutors outside the presence of counsel. If at some future point you or your client desire to have counsel present during the interviews by law enforcement agents and/or Government attorneys, and you communicate this decision in writing to this Office, the Government will honor this request, and this change will have no effect on any other terms and conditions of this Plea Agreement.

Your client further agrees to waive all rights, claims, or interest in any witness fee that your client may be eligible to receive, pursuant to 28 U.S.C. § 1821, for your client's appearance at any grand jury, witness conferences, or court proceedings during the course of your client's cooperation pursuant to this Plea Agreement or any term of your client's incarceration.

Your client understands that the Fifth Amendment to the Constitution of the United States protects your client from the use of self-incriminating statements in a criminal prosecution. By entering this plea of guilty, your client knowingly and voluntarily waives or gives up this right against self-incrimination.

5. **Cooperation.** Your client agrees to cooperate fully, truthfully, and completely with the United States, and provide all information known to him regarding any criminal activity and intelligence activity by himself and/or others. Your client acknowledges that he has been advised that the United States will seek no downward departures from the agreed-upon sentence in this Plea Agreement. A failure to cooperate fully, truthfully, and completely is a breach of this Plea Agreement. Your client's cooperation with the Government is subject to the following terms and conditions:

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- (i) Your client shall cooperate truthfully, completely, and forthrightly with this Office and other Federal, state and local law enforcement authorities identified by this Office in any matter as to which the Government deems cooperation relevant. Your client acknowledges that your client's cooperation may include, but not necessarily be limited to, answering questions, providing sworn written statements, and taking Government administered polygraph examinations (discussed further below).
- (ii) Your client shall promptly turn over to the Government or other law enforcement authorities or direct such law enforcement authorities to any and all evidence of crime, all contraband and proceeds of crime, and all assets traceable to such proceeds of crime.
- (iii) Your client shall submit a full and complete accounting of all of your client's financial assets, whether such assets are in your client's name or in the name of a third party.
- (iv) As required by the United States, your client agrees to be available for debriefing by law enforcement agents and/or intelligence officers and for pre-trial conferences with prospective authorities. The timing and location of such debriefings and meetings shall be determined by the United States.
- (v) Your client shall testify fully and truthfully before any Grand Jury in the District of Columbia, and elsewhere, and at all trials of cases or other court proceedings in the District of Columbia and elsewhere, in which your client's testimony may be deemed relevant by the Government.
- (vi) Your client agrees to provide all documents, records, writings, or materials, objects or things of any kind in his possession or under his care, custody, or control relating directly or indirectly to all areas of inquiry and investigation, excepting documents privileged under the attorney-client and patient-physician privileges. Your client further agrees to provide his written consent to conduct additional searches of his personal property, if necessary, for additional evidence in connection with his debriefing.
- (vii) Your client agrees that, upon request by the United States, he will voluntarily submit to polygraph examinations to be conducted by a polygraph examiner of the United States' choice. Your client stipulates to the admissibility of the results of this polygraph examination if later offered in a proceeding only to determine his compliance with this Plea Agreement; however, he reserves the right to challenge

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the weight that should be attributed to such polygraphs by contesting the accuracy of such polygraphs.

- (viii) Your client is hereby on notice that he may not violate any federal, state, or local criminal law while cooperating with the United States. The commission of a criminal offense during the period of your client's cooperation will constitute a breach of this Plea Agreement and will relieve the Government of all of its obligations under this Plea Agreement. However, your client acknowledges and agrees that such a breach of this Plea Agreement will not entitle your client to withdraw his plea of guilty or relieve your client of his obligations under this Plea Agreement. Your client further understands and agrees that, in the case of a violation of federal, state, or local criminal law by your client, the Government need only prove that criminal violation by probable cause in order to establish a breach of this Plea Agreement.

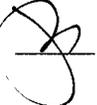
6. **Government's Obligations Regarding Cooperation.** This Office will bring to the Court's attention at the time of sentencing the extent of his cooperation, or lack thereof, for purposes of consideration by the Court in determining whether to accept the sentence agreed to by the parties in this Plea Agreement pursuant to Rule 11(c)(1)(C). Because of the nature of some of the information that your client might provide to the Government, it is understood that representations concerning his cooperation may have to be made to the Court in camera.

The Government agrees that self-incriminating information provided by your client pursuant to this Plea Agreement, or during the course of debriefings conducted in anticipation of this Plea Agreement, and about which the Government had no prior knowledge or insufficient proof in the absence of your client's admissions, will not be used by the Government to your client's detriment at the time of sentencing.

After the entry of your client's plea of guilty to the offense identified in Paragraph 1 above, your client will not be charged with any non-violent criminal offense in violation of Federal or District of Columbia law by your client prior to the execution of this Plea Agreement and about which the Government was made aware by your client or his counsel prior to the execution of this Plea Agreement. However, the United States expressly reserves its right to prosecute your client for any crime of violence, as defined in 18 U.S.C. § 16 and/or 22 D.C. Code § 3201, if in fact your client committed or commits such a crime of violence prior to or after the execution of this Plea Agreement.

7. **Factual Stipulations.** Your client agrees that the attached Factual Proffer in Support of Guilty Plea fairly and accurately describes your client's actions and involvement in the offense to which your client is pleading guilty and, had the matter proceeded to trial, the

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United States would have proved the facts beyond a reasonable doubt. It is anticipated that prior to or at the plea hearing, your client will adopt and sign the factual proffer as a written proffer of evidence. Your client agrees that the accompanying Factual Proffer in Support of Guilty Plea is limited to information to support the plea. Your client agrees that he will provide more detailed facts relating to this case during ensuing debriefings.

8. **Sentencing Guidelines**. Your client and the Government stipulate to the following concerning the proper calculation of your client's sentencing guidelines. Count Three of the Indictment is governed by U.S.S.G. §2M3.2. Because Top Secret information is the subject of Count Three, the base level offense is 42. The offense level should then be reduced by three levels for your client's acceptance of responsibility pursuant to U.S.S.G. §3B1.1(b)(1). Therefore, the adjusted offense level is 39. With no current criminal history, your client would be facing a range under the Sentencing Guidelines of 262 to 327 months.

9. **Rule 11(c)(1)(C)**. Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, your client and the Government agree that the appropriate sentence for the offense to which your client is pleading guilty is **156 months**. Your client and the Government agree that the sentence in this case will be concurrent to the sentence which is imposed in his currently pending fraud case, U.S. v. Nozette, Crim. No. 08-371. The Government agrees to dismiss at sentencing Counts One, Two, and Four of the Indictment. The Government also agrees, pursuant to Rule 11(c)(1)(C), to present this Plea Agreement between the parties to the Court for its approval. If the Court accepts the Plea Agreement and the specific sentence agreed upon by the parties, then the Court will embody in the judgment and sentence the disposition provided for in this Plea Agreement, pursuant to Rule 11(e) of the Federal Rules of Criminal Procedure. The parties understand, however, that in light of other factors the Court may not agree that such a sentence is an appropriate one and may reject the Plea Agreement pursuant to Rule 11(c)(5) of the Federal Rules of Criminal Procedure. Your client understands that if this happens, the Court, in accordance with the requirements of Rule 11(c)(5), will inform the parties of its rejection of the Plea Agreement, and will afford your client an opportunity to withdraw the plea, or if your client persists in the guilty plea will inform your client that a final disposition may be less favorable to your client than that contemplated by this Plea Agreement. Your client further understands that if the Court rejects the Plea Agreement, the Government also has the right to withdraw from the Plea Agreement and to be freed from all obligations under the Plea Agreement, and may in its sole discretion bring different or additional charges before the defendant enters any guilty plea in this case. This Plea Agreement with respect to the appropriate sentence affects only incarceration. The otherwise applicable statutory provisions are applicable to other sentencing incidents, specifically, fines, restitution, and terms of supervised release.

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10. **Forfeiture Matters.** As part of his Plea Agreement with the Government, your client agrees to the forfeiture of \$9,600 as outlined in the Forfeiture Allegation in the Indictment.

11. **Admissibility of Statements.** Your client acknowledges discussing with you Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410, which ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. Except as provided in this paragraph by application of Rule 11(c)(5) of the Federal Rules of Criminal Procedure, your client knowingly and voluntarily waives the rights which arise under these rules. Your client shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that his statements pursuant to this Plea Agreement or any leads derived therefrom, should be suppressed or are inadmissible, except on relevancy grounds. As a result of this waiver, your client understands and agrees that any statements which are made in the course of your client's guilty plea or in connection with your client's cooperation pursuant to this Plea Agreement will be admissible against your client for any purpose in any criminal or civil proceeding if your client's guilty plea is subsequently withdrawn for reasons other than application of Rule 11(c)(5) of the Federal Rules of Criminal Procedure, including prosecution of your client for the offense to which he is pleading guilty under this Plea Agreement and related offenses. Moreover, in the event your client's guilty plea is withdrawn for reasons other than application of Rule 11(c)(5), your client agrees that the Government will be free to use against your client in any criminal or civil proceeding any statements made during the course of any debriefing conducted in anticipation of this Plea Agreement, regardless of whether those debriefings were previously covered by an "off the record" agreement by the parties.

12. **Non-disclosure Agreements.** Consistent with the presently imposed Special Administrative Measures (SAMs) imposed by the Attorney General of the United States, your client may not author or participate in the creation of any book, writing, article, film, documentary, or other production, or otherwise provide information for purposes of publication or dissemination, including but not limited to information provided through interviews with writers or representatives of any press or media organization or entity, unless your client first submits, or causes to be submitted, in a timely fashion such book, writing, article, film, documentary, or other production, or information, to the FBI for timely pre-publication review and deletion of information which, in the sole discretion of the FBI, should not be published or disseminated on the grounds of national security or on any other grounds. Such information to be deleted may include the criminal activities that resulted in your client's arrest and conviction.

Meetings with members of the press or media are not permitted under the SAMs. However, should the SAMs be modified or removed, your client agrees that he will notify the FBI in a timely manner of any contacts he intends to have with any representative of the press or

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media in order to insure that a FBI representative and/or other intelligence community representative is present, unless such presence is explicitly waived by the FBI, to monitor the information being disseminated and, if necessary, to prevent the unauthorized disclosure of information. Such contacts include, but are not limited to, contacts in person, contacts by electronic means, and contacts via public or private mail carrier.

In order to avoid any interference with the debriefing process, your client agrees that during the debriefing process he will provide no interviews and have no contact with the press or media, directly or indirectly.

Even after the debriefing process has been completed, your client agrees that, pursuant to the terms of this Plea Agreement, he will never disclose to any person or entity, except to persons or entities specifically authorized by the United States Government, any classified information, any non-public United States Government proprietary information (whether or not such information is formally classified), and all other information belonging to the United States Government. Your client further agrees that he will never disclose to any representative of the press or media, without the express permission of the FBI, any information concerning the espionage activities that resulted in his arrest and conviction. Moreover, your client shall not circumvent this Plea Agreement by communicating with an associate or a family member for the purpose of assisting or facilitating their public dissemination of any information concerning the espionage activities that resulted in his arrest and conviction, whether or not such an associate or other family member is personally or directly involved in such dissemination.

Your client's violation of any of the non-disclosure provisions of this Plea Agreement will constitute a breach of this Plea Agreement and will relieve the Government of all of its obligations under this Plea Agreement. However, your client acknowledges and agrees that such a breach of this Plea Agreement will not entitle your client to withdraw his plea of guilty or relieve your client of his obligations under this Plea Agreement. Any willful unauthorized disclosure of classified information by your client to any person not entitled to receive it, in violation of this Plea Agreement, may also result in your client's criminal prosecution for any such disclosure.

13. **Assignment of any Profits or Proceeds from Publicity.** Subject to the pre-publication review process outlined in Paragraph 12 of this Plea Agreement, your client hereby assigns to the United States any royalties, remunerations, profits, and emoluments which he may receive or be entitled to receive in connection with any publication or dissemination of information relating to his crimes, and agrees that any such royalties, remunerations, profits, and emoluments constitute the proceeds of his espionage activity for purposes of 18 U.S.C. § 793(h)(1). This assignment shall include all profits and proceeds for the benefit of your client, regardless of whether such profits and proceeds are payable to himself or to others, directly or

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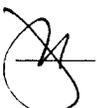
indirectly, for his benefit or for the benefit of his associates or a current or future member of his family. Your client shall not circumvent this assignment by assigning the rights to his story to an associate or to a current or future member of his family, or to another person or entity who would provide some financial benefit to him, to his associates, or to a current or future member of his family. Moreover, your client shall not circumvent this assignment by communicating with an associate or a family member for the purpose of assisting or facilitating their profiting from a public dissemination, whether or not such an associate or other family member is personally or directly involved in such dissemination.

14. **No Foreign Contacts.** Your client shall have no contact with any foreign government or agents thereof, except with the express permission of the FBI, and shall not seek or accept, personally or through another person or entity, without the express permission of the FBI, any benefit of any kind from such foreign government or agent thereof, and should such a benefit be received by your client, or some other person or entity on his behalf, he hereby assigns any such benefit to the United States. For purposes of this paragraph, any benefit provided to an associate of your client or to a current or future family member which is related to, arises out of, or in recognition of, his espionage activities, is deemed to be a benefit provided to your client.

15. **Special Administrative Measures (“SAMs”).** Your client is aware of the provisions of 28, C.F.R. § 501.2 governing conditions of incarceration in national security cases and acknowledges that the United States reserves the right to exercise these provisions. Your client understands that the current SAMs in place on the date of this letter will continue to be imposed in this case only for so long as they are deemed necessary to protect the national security. The necessity for these measures will be reviewed at regular intervals, and at least on an annual basis. In addition, while recognizing that the Federal Bureau of Prisons ultimately decides where to house the defendant during his period of incarceration, the Government will not oppose a defense request to place defendant in the least restrictive facility which can accommodate the SAMs.

16. **Breach.** Your client understands and agrees that if, after entering this Plea Agreement, your client fails specifically to perform or to fulfill completely each and every one of your client’s obligations under this Plea Agreement, or engages in any criminal activity prior to sentencing, your client will have breached this Plea Agreement. In the event of such a breach: (a) the Government will be free from its obligations under the Plea Agreement; (b) your client will not have the right to withdraw his guilty plea; (c) your client shall be fully subject to criminal prosecution for any other crimes, including perjury and obstruction of justice; and (d) the Government will be free to use against your client, directly and indirectly, in any criminal or civil proceeding, all statements made by your client and any of the information or materials provided by your client, including such statements, information, and materials provided pursuant to this Plea Agreement or during the course of any debriefings conducted in anticipation of, or

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after entry of this Plea Agreement, whether or not the debriefings were previously characterized as “off the record” debriefings, and including your client’s statements made during proceedings before the Court pursuant to Federal Rule of Criminal Procedure 11. In the event the Government moves to withdraw from this Plea Agreement solely on the basis of the results of any polygraph examination administered pursuant to Paragraph 5(vii) of this Plea Agreement, the provisions of Paragraph 16(d) will not apply.

Any refusal by your client to cooperate fully, truthfully, completely, and forthrightly as directed by the Government and other federal, state, and local law enforcement authorities identified by the Government in any and all matters in which the Government deems your client’s assistance relevant will constitute a breach of this Plea Agreement by your client, and will relieve the Government of its obligations under this Plea Agreement. Your client agrees, however, that such a breach by your client will not constitute a basis for withdrawal of his plea of guilty or otherwise relieve your client of his obligations under this Plea Agreement.

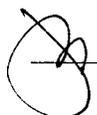
Your client agrees that any prosecution and sentencing subsequent to a breach of this Plea Agreement is not barred by the Double Jeopardy Clause of the Constitution or any other Constitutional provision or law or rule and that such rights as he might otherwise have enjoyed under these provisions are hereby waived, except that he may raise any defense or make any claim that he could have raised prior to the entry of the Plea Agreement. Further, your client reserves the right to argue that he has not breached this Plea Agreement.

Your client further understands and agrees that, in the case of a violation of federal, state, or local criminal law by your client, the Government need only prove that criminal violation by probable cause in order to establish a breach of this Plea Agreement. Otherwise, your client understands and agrees that the Government shall only be required to prove a breach of this Plea Agreement by a preponderance of the evidence.

Nothing in this Plea Agreement shall be construed to permit your client to commit perjury, to make false statements or declarations, to obstruct justice, or to protect your client from prosecution for any crimes not included within this Plea Agreement or committed by your client after the execution of this Plea Agreement. Your client understands and agrees that the Government reserves the right to prosecute your client for any such offenses. Your client further understands that any perjury, false statements or declarations, or obstruction of justice relating to your client’s obligations under this Plea Agreement shall constitute a breach of this Plea Agreement. However, in the event of such a breach, your client will not be allowed to withdraw this guilty plea.

17. **Waiver of Statute of Limitations.** It is further agreed that should the conviction following your client’s plea of guilty pursuant to this Plea Agreement be vacated for any reason, or should the Plea Agreement be set aside for any reason, then any prosecution that is not time-

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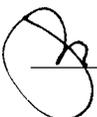
barred by the applicable statute of limitations on the date of the signing of this Plea Agreement (including any counts that the Government has agreed not to prosecute or to dismiss at sentencing pursuant to this Plea Agreement) may be commenced or reinstated against your client, notwithstanding the expiration of the statute of limitations between the signing of this Plea Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Plea Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date this Plea Agreement is signed.

18. **Reservation of Allocation.** Except as specifically limited herein, the parties reserve their full rights of allocation in this matter. Your client understands that even if the Government informs the Court of the nature and extent of your client's cooperation, the Government reserves its full right of allocation for purposes of sentencing in this matter. In particular, the United States reserves the right to describe fully, both orally and in writing, to the sentencing judge the nature and seriousness of your client's misconduct.

Your client also understands that the United States retains its full right of allocation in connection with any post-sentence motion which may be filed in this matter and/or any proceeding(s) before the Bureau of Prisons.

19. **Prosecution by Other Agencies/Jurisdictions.** This Plea Agreement only binds the National Security Division of the United States Department of Justice and the Criminal Division of the United States Attorney's Office for the District of Columbia. Any other agency remains free to prosecute your client for any offense(s) committed within their respective jurisdictions.

20. **No Other Agreements.** No other agreements, promises, understandings, or representations have been made by the parties other than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by your client, your client's counsel, and an Assistant United States Attorney for the District of Columbia, or made by the parties on the record before the Court.

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If your client agrees to the conditions set forth in this letter, both your client and you should sign the original in the spaces provided below, initial every page of this Plea Agreement, and return the executed Plea Agreement to the Assistant United States Attorney for the District of Columbia. The original of this Plea Agreement will be filed with the Court.

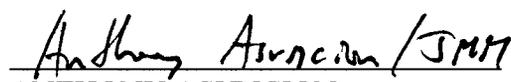
Sincerely,



RONALD C. MACHEN JR.

United States Attorney

D.C. Bar No. 447889



ANTHONY ASUNCION

Assistant United States Attorney

D.C. Bar No. 420822

National Security Section

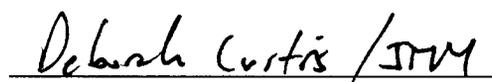
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DEBORAH A. CURTIS

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Trial Attorney/Counterespionage Section

Department of Justice

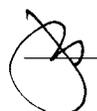
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Heather Schmidt/ST07

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DEFENDANT'S ACCEPTANCE

I have read and initialed each of the pages of this Plea Agreement and have discussed it with my attorneys. I fully understand this Plea Agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Plea Agreement fully. I am pleading guilty because I am in fact guilty of the offense identified in this Agreement.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this Plea Agreement. I am satisfied with the legal services provided by my attorney in connection with this Plea Agreement and matters related to it.

8-23-11
Date



Stewart David Nozette
Defendant

ATTORNEYS' ACKNOWLEDGMENT

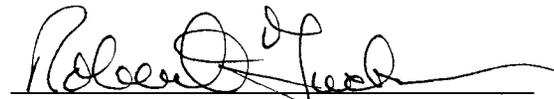
We are the defendant's attorneys. We have read and initialed each of the pages constituting this Plea Agreement, reviewed them with our client, and discussed the provisions of the Plea Agreement with our client fully. These pages accurately and completely set forth the entire Plea Agreement between defendant and the Office of the United States Attorney for the District of Columbia. We concur in our client's desire to plead guilty as set forth in this Plea Agreement.

23 AUG, 11
Date



John C. Kiyonaga
Counsel for Defendant

8-23-11
Date



Robert L. Tucker
Counsel for Defendant


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