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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:11-CR-345-T-17EAJ

JABULANI BENDAR SEAY

PLEA AGREEMENT

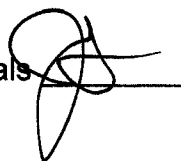
Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Robert E. O'Neill, United States Attorney for the Middle District of Florida, and the defendant, Jabulani Bendar Seay, and the attorney for the defendant, Frank Louderback, Esquire, mutually agree as follows:

A. Particularized Terms

1. Counts Pleading To

The defendant shall enter a plea of guilty to Count One and Count Two of the Indictment. Count One charges the defendant with knowingly and willfully conspiring with others to distribute, and possess with intent to distribute, five (5) kilograms or more of a mixture and substance containing a detectable amount of cocaine, a Schedule II controlled substance, five-hundred (500) grams or more of a mixture and substance containing a detectable amount of methamphetamine, a Schedule II controlled substance, and a quantity of marijuana, contrary to the provisions of Title 21, United States Code, Section 841(a)(1); in violation of Title 21, United States Code, Sections 846 and 841(b)(1)(A)(ii), 841(b)(1)(A)(viii), and 841(D). Count Two charged the defendant with knowingly and willfully conspiring with others to (a)

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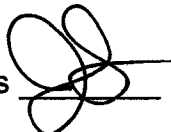
knowingly conduct and attempt to conduct financial transactions affecting interstate and foreign commerce involving the proceeds of federal controlled substance offenses, knowing that the funds involved in the financial transactions represented some form of unlawful activity, with the intent to promote the carrying on of federal controlled substance offenses, in violation of 18 U.S.C. § 1956(a)(1)(A)(i); (b) knowingly conduct and attempt to conduct financial transactions affecting interstate and foreign commerce involving the proceeds of federal controlled substance offenses, knowing that the funds involved in the financial transactions were designed, in whole or in part, to conceal and disguise the nature, location, source, ownership, and control of the funds, in violation of 18 U.S.C. § 1956(a)(1)(B)(i); and (c) knowingly engage in and attempt to engage in monetary transactions affecting interstate and foreign commerce, in criminally derived property greater than \$10,000.00, which property was derived from federal controlled substance offenses, in violation of 18 U.S.C. § 1957, all in violation of 18 U.S.C. § 1956(h).

2. Minimum and Maximum Penalties

Count One, by virtue of the defendant's multiple prior felony drug convictions and the information and notice filed by the United States pursuant to 21 U.S.C. § 851, is punishable by a mandatory term of Life imprisonment, a fine of up to \$20,000,000, a term of supervised release of at least ten (10) years, and a special assessment of \$100 said special assessment to be due on the date of sentencing.

Count Two is punishable by a maximum term of imprisonment of twenty (20) years, a fine of up to \$2,000,000, a term of supervised release of not more than three

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(3) years, and a special assessment of \$100 said special assessment to be due on the date of sentencing.

3. Under Apprendi v. New Jersey, 530 U.S. 466 (2000), a maximum sentence of Life imprisonment may be imposed because the following facts have been admitted by the defendant and are established by this plea of guilty:

The offense in Count One involved five (5) kilograms or more of cocaine, a Schedule II controlled substance, and five-hundred (500) grams or more of methamphetamine, a Schedule II controlled substance.

4. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One and Count Two are:

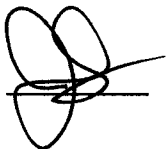
First: That two or more persons, in some way or manner, came to a mutual understanding to try to accomplish a common and unlawful plan; and

Second: That the defendant knew the unlawful purpose of the plan, and willfully joined in it.

5. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court,

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neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

6. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b), the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

7. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other

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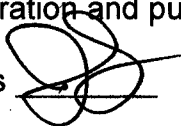
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matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

8. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining

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the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

9. Cooperation - Responsibilities of Parties

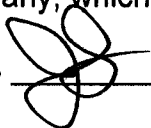
a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of

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the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth

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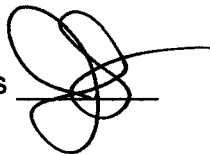
in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

10. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to Title 21, United States Code, Section 853, and Title 18, United States Code, Section 982(a)(1), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited include, but are not limited to, the following:

- (a) a 1972 Chevrolet Impala (VIN 1M67R2Y102469, FL Tag B9EAB);
- (b) a 2009 Cadillac Escalade (VIN 1GYFC26289R122145, FL Tag AJBM43);
- (c) a 2011 Hyundai Sonata (VIN BNPEB4AC2BH171760);
- (d) a 2003 Chevy Trailblazer (VIN 1GNES16PO36199571, CA Tag 5EML995);
- (e) a 2006 Mercedes Benz (VIN WDDDJ75X76A031347);
- (f) a 2009 Pontiac G6 (VIN 1G2ZH57N994173055);
- (g) \$100,290 in United States currency; and
- (h) the real property, including all improvements and appurtenances thereto, located at 402 E. Virginia Avenue, Tampa, FL 33603 and in the name of AllPro Property Investors, LLC, which is legally described as follows:

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Lot 9, Block 6, Good's Addition to Tampa, according to the map or plat thereof recorded in Plat Book 19884, Page 1749 as recorded in their Public Records of Hillsborough County, Florida.

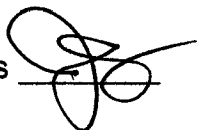
Parcel ID Number: 167594-0000.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action. The defendant also hereby agrees that the forfeiture described herein is not excessive and, in any event, the defendant waives any constitutional claims that the defendant may have that the forfeiture constitutes an excessive fine.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offense(s) to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture shall be final as to the defendant at the time it is entered, notwithstanding the requirement that it be made a part of the sentence and be included in the judgment.

The defendant agrees to forfeit all interests in the properties described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title, the signing of a

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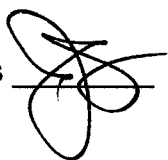
consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Defendant further agrees to take all steps necessary to locate property and to pass title to the United States before the defendant's sentencing. To that end, defendant agrees to fully assist the government in the recovery and return to the United States of any assets, or portions thereof, as described above wherever located. The defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control and those which are held or controlled by a nominee. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States.

The defendant agrees that the United States is not limited to forfeiture of the property described above. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. This Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any

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fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987), including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court

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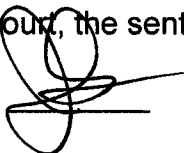
and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition. The defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

4. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the

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assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. Defendant's Waiver of Right to Appeal and Right to Collaterally Challenge the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

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6. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.


7. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and

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the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

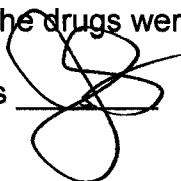
9. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt:

FACTS

The defendant, Jabulani Bendar Seay, was a knowing and willing participant in a nationwide drug trafficking and money laundering organization led by co-defendants Victor and Jorge Yanez-Gutierrez (the "Yanez-Gutierrez DTO"). The Yanez-Gutierrez DTO shipped cocaine, methamphetamine, and marijuana from California to locations throughout the United States, including the Middle District of Florida (MDFL). The drugs were shipped via Federal Express (FedEx), United Parcel

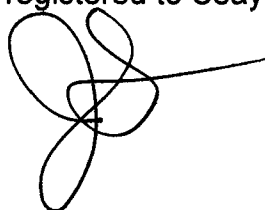
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Service (UPS), and the United States Postal Service (USPS). The drugs were also shipped via automobiles placed on car-haulers (the drugs would be hidden in a car, and the car itself would be shipped to the MDFL on a car-hauler). Seay received packages of cocaine at various times in the Middle District of Florida, distributed the narcotics, and then arranged for drug proceeds to be returned to California. Seay was responsible for the distribution of more than five (5) kilograms of cocaine. Seay would distribute the cocaine to lower-level drug distributors in Tampa and elsewhere, who in turn would later provide him with drug proceeds, some of which were sent back to California via money couriers, wire transfers, and bank deposits. Specifically, co-conspirators would use narcotics proceeds deposited into various bank accounts by a number of Yanez-Gutierrez DTO members to purchase items such as airline tickets, rental cars, and hotel rooms for DTO members to conduct their drug trafficking and money laundering activities, which promoted and facilitated these activities.

On September 15, 2010, Immigration and Customs Enforcement (ICE) agents seized approximately \$120,000 in drug proceeds from co-defendant Gwendolyn Shank, at the Tampa International Airport. The money constituted proceeds from the sale of drugs in the MDFL. Shank was attempting to transport the money back to the leaders of the Yanez-Gutierrez DTO in California.

On October 12, 2010, a Pinellas County Sheriff's Office (PCSO) canine unit alerted on a FedEx package. The package was addressed to 2377 Langdon Avenue, St. Petersburg, FL. Pinellas County detectives then established surveillance near that location. At approximately 8:50 a.m., the detectives observed a 2004 Nissan registered to Seay parked in front of the residence. At 9:15 a.m., a UPS truck arrived at

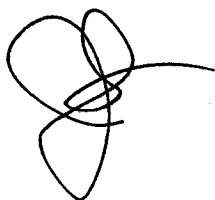


the residence. Seay got out of this car and went to the residence. As the delivery driver placed a white parcel at the door step, Seay stepped onto the porch at 2377 Langdon Ave. Two Pinellas County detectives then went to the porch.

When he saw the two detectives, Seay became visibly shaken. Two women came out from inside the house. Seay and the two women denied expecting a parcel from UPS, and denied knowing either the sender "Jonathan Agueldo," or the intended receiver, "Marlen Aguedelo."

Detectives seized the package as abandoned. They arrested Seay on a state marijuana possession charge, based on marijuana they subsequently found in his car. In Seay's car, officers also found evidence consistent with the receipt of drugs via packages, and the shipment of drug proceeds via packages, including a FedEx bill dated August 17, 2010 for a twenty-three pound package sent by Seay to 4032 Alta Lorraine Way, North Highlands, CA; ATM receipts for a \$7,000 and a \$6,000 cash deposit into Seay's JP Morgan Chase account, both dated September 9, 2010; U.S. post office receipts for three pound packages sent to 4032 Lorraine Way, North Highlands, CA on October 1 and October 8, 2010; a receipt from "TCAGE" for \$10,000 deposited to account #2625599 in the name of Jabulani B. Seay.

The PCSO subsequently obtained state search warrants for both the FedEx package and the UPS package. In the UPS package, officers found six kilograms of cocaine hidden inside a Bose stereo speaker. In the FedEx package, officers found nine kilograms of cocaine, hidden inside a Dell computer tower. Inside a package, evidence technicians obtained the fingerprints of co-defendants Victor Yanez-Gutierrez and Gabriel Salazar Pena.

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On January 27, 2011, ICE agents seized approximately \$295,000 in drug proceeds from couriers for the Yanez-Gutierrez DTO at the La Quinta Inn, in Tampa, Florida. ICE agents also seized twenty-eight grams of methamphetamine and 503 grams of marijuana that had been supplied by the Yanez-Gutierrez DTO.

On January 28, 2011, ICE agents seized ten kilograms of cocaine from 12401 Gameland Trail, Polk County, which had shipped by the Yanez-Gutierrez DTO from California.

On February 1, 2011, agents seized 4.93 pounds of methamphetamine from a vehicle Dade City, Pasco County, Florida. This methamphetamine had been shipped to Pasco County from California by the Yanez-Gutierrez DTO.

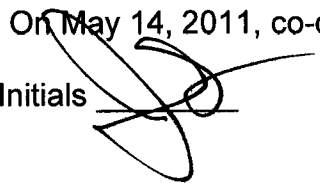
On February 10, 2011, a DEA task force officer seized a FedEx package containing ten kilograms of cocaine from a FedEx facility in Miamisburg, Ohio, based on a positive canine alert and a subsequent search warrant. A DEA fingerprint specialist subsequently obtained eight prints from the wrapped kilo bricks matching co-defendant Victor Yanez Gutierrez. The drugs were hidden in a black amplifier.

On March 20, 2011, ICE agents seized approximately \$271,000 in drug proceeds from two of the Yanez-Gutierrez DTO's money couriers at the Orlando International Airport.

On April 20, 2011, TPD officers on surveillance observed co-defendant Carlos Smith travel to 13213 North Nebraska Ave, Unit D (a garage/storage unit rented by Seay), and meet with Seay. On June 2, 2011, officers would seize nine kilograms of cocaine from this unit pursuant to the execution of a search warrant.

On May 14, 2011, co-defendant Smith went to a U.S. post

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A large, stylized handwritten signature or set of initials in black ink, overlapping the text 'Defendant's Initials' and extending upwards into the text 'On May 14, 2011, co-defendant Smith went to a U.S. post'.

office in Tampa. Security cameras recorded Smith sending a package. While he listed a false name in the sender block, he signed elsewhere on the shipping form with his own name. A co-conspirator later informed the government that he/she received a package containing approximately \$70,000 in drug proceeds from Smith on May 16, 2011.

On the morning of May 31, 2011, two co-conspirators met co-defendant Smith in Tampa, and he provided them with drug proceeds. The Florida Department of Transportation (FDOT) later conducted a routine traffic stop on the co-conspirators, on I-4 near the Hillsborough/Polk County line. During the stop, FDOT officers received consent from the occupants to search the vehicle. During the search of the vehicle, a canine alerted to the presence of a controlled substance on a brown Gucci bag located within the vehicle. A search of the brown Gucci bag revealed \$112,360 cash (drug proceeds provided by co-defendant Smith).

On June 2, 2011, agents and detectives executed a search warrant on 13213 North Nebraska Ave, Unit D (a garage/storage unit rented by Seay). During the execution of the search warrant, a canine alerted to the outside of the storage facility, on the outside of a grey Chevrolet Trailblazer inside the facility, and to both rear panels of a red Hyundai Sonata located in the facility. Approximately nine (9) kilograms of cocaine was discovered in the 2003 grey Chevrolet Trailblazer, California license plate 5EML995. The rear door panels of the red Sonata appeared that they had been pulled off. According to cooperating witnesses, the red Sonata had been loaded with at least nine kilograms of cocaine in California, and then shipped to Tampa via car hauler.

The defendants used the following property to facilitate their drug

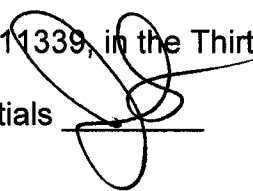
Defendant's Initials



trafficking and money laundering and/or acquired the following property with drug proceeds: (a) a 1972 Chevrolet Impala (VIN 1M67R2Y102469, FL Tag B9EAB); (b) a 2009 Cadillac Escalade (VIN 1GYFC26289R122145, FL Tag AJBM43); (c) a 2011 Hyundai Sonata (VIN BNPEB4AC2BH171760); (d) a 2003 CHEVY TRAILBLAZER (VIN 1GNES16PO36199571); (e) a 2006 MERCEDES BENZ VIN WDDDJ75X76A031347; (f) a 2009 PONTIAC G6 (VIN 1G2ZH57N994173055); (g) \$100,290 in U.S. currency; and (h) the real property, including all improvements and appurtenances thereto, located at 402 E. Virginia Avenue, Tampa, FL 33603 and in the name of AllPro Property Investors, LLC, which is legally described as Lot 9, Block 6, Good's Addition to Tampa, according to the map or plat thereof recorded in Plat Book 19884, Page 1749 as recorded in their Public Records of Hillsborough County, Florida, Parcel ID Number 167594-0000.

Seay has multiple prior felony drug convictions, referenced in the government's information and notice filed in this case pursuant to 21 U.S.C. § 851. These convictions and the government's filing of the 21 U.S.C. § 851 information and notice result in the enhanced penalties referenced in paragraph A.2., to include a mandatory term of life imprisonment. Specifically, on or about August 14, 1995, February 5, 1996, September 17, 1996, July 16, 1997, and November 25, 1998, Seay was convicted of violations of probation in case number 95CF2410, a felony cocaine possession case in which adjudication had initially been withheld, in the Thirteenth Judicial Circuit Court, in and for Hillsborough County, Florida. On or about November 25, 1998, Seay was convicted of the felony offense of possession of cocaine, in case number 97CF011339, in the Thirteenth Judicial Circuit Court, in and for Hillsborough

Defendant's Initials

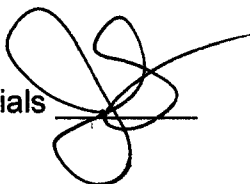


County, Florida. On about November 25, 1998, Seay was convicted of the felony offense of possession of cocaine with intent to sell/deliver, in case number 98CF017120, in the Thirteenth Judicial Circuit Court, in and for Hillsborough County, Florida. On or about December 7, 2004, Seay was convicted of the felony offense of possession of marijuana with intent to sell, in case number 03CF6974, in the Thirteenth Judicial Circuit Court, in and for Hillsborough County, Florida. On or about October 17, 2005, Seay was adjudicated guilty of a violation of probation in the same case. On or about December 7, 2004, Seay was convicted of the felony offense of delivery of cocaine, in case number 04CF7889, in the Thirteenth Judicial Circuit Court, in and for Hillsborough County, Florida. On or about October 17, 2005, Seay was adjudicated guilty of a violation of probation in the same case.

10. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

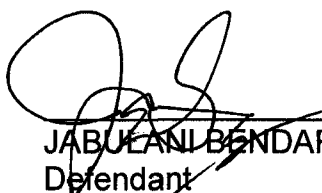
Defendant's Initials

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.


11. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 14th day of SEPTEMBER, 2011.

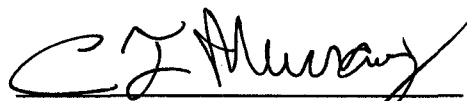


JABULANI BENDAR SEAY
Defendant




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Attorney for Defendant

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By: 

CHRISTOPHER F. MURRAY
Assistant United States Attorney



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Chief, Narcotics