UNITED STATES OF AMERICA, Plaintiff,

v.

Criminal Action No.

Violation: 15 U.S.C. §78dd-2(a)(1) and (3)

SILICON CONTRACTORS, INC. Defendant.

NOTICE OF PLEA AGREEMENT AND PLEA AGREEMENT

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, notice is respectfully given to the Court that the attorneys for the Government and the Attorneys for Silicon Contractors, Inc., Herbert D. Hughes and Ronald R. Richardson, have engaged in discussions pursuant to said rule and agree:

- 1. Silicon Contractors, Inc. shall:
 - (a) waive venue and indictment and plead guilty in the United States District Court for the Eastern District of Louisiana to the one count of an Information, attached hereto as Exhibit "A", which charges a criminal violation of the Foreign Corrupt Practices Act of 1977 [15 U.S.C. §78dd-2(a)(1) and (3)], and:

(b) on the same day as the entry of the plea of guilty described in sub-paragraph "(a)", above, consent to the entry against it in the United States District Court for the Eastern District of Louisiana of a final judgment of permanent injunction in the form attached hereto as Exhibit "B".

2. Pursuant to the provisions of Rule 11(e)(1)(c) of the Federal Rules of Criminal Procedure, Silicon Contractors, Inc. will pay a criminal fine in the amount of one hundred fifty thousand dollars (\$150,000) for said violation, as alleged in Exhibit "A", and such amount shall be paid in full within five days of the entry of the plea herein.

3. Herbert D. Hughes shall, on the same day as the entry of the plea of guilty described in paragraph "1", above, consent to the entry against him, in the United States District Court for the Eastern District of Louisiana, of a final judgment of permanent injunction, the form of which consent and injunction are attached hereto as Exhibit "C".

4. Ronald R. Richardson shall, on the same day as the entry of the plea of guilty described in paragraph "1", above, consent to the entry against him, in the United States District Court for the Eastern District of Louisiana, of a final judgment of permanent injunction, the form of which consent and injunction are attached hereto as Exhibit "D".

- 2 -

5. If the Court accepts the plea of guilty described and referred to in paragraph "1", above, and imposes the sentence described and referenced in paragraph "2", above, the United States agrees that no further criminal charges will be brought against Silicon Contractors, Inc. or its present or past subsidiaries or affiliates, as well as its past and present directors, employees, officers or agents, which charges are related to any payments offered or made directly or indirectly, to officials of the Comision Federal de Electricidad ("CFE"), an agency of the Republic of Mexico, in connection with the award of a contract for the sale and installation of radiation and fire-stop penetration seals at the CFE's Laguna Verde nuclear facility.

6. It is agreed that if the Court, pursuant to Rule 11(e)(4) of the Federal Rules of Criminal Procedure, rejects any part of this plea agreement or refuses to accept the guilty plea, all parties to this plea agreement will be relieved of any obligations pursuant to paragraphs "1" through "5", above. It is further agreed that if the Court rejects this plea agreement, the Government may move to dismiss the charges in the Information without prejudice and none of the parties to this agreement shall have any objection to such a dismissal nor any objection to the continuation of a Grand Jury investigation. In such event, Silicon Contractors, Inc., Herbert D. Hughes and Ronald R. Richardson hereby waive any claim based upon the expiration of the statute of limitations for their activities prior to June 27,

- 3 -

1980, provided charges arising from such activities are brought on or before August 27, 1985.

- 4 -

7. It is expressly understood and agreed that the provisions of paragraph "5", above, in no way preclude the United States from:

- (a) proceeding against Silicon Contractors, Inc., Herbert D. Hughes or Ronald R. Richardson for any offense defined in Title 26 and such Title 28 offenses as may be investigated by agents of the Internal Revenue Service in connection with the enforcement of federal revenue laws, including but not limited to conspiracies to commit such Title 26 and Title 18 offenses, and conspiracies to defraud the impeding, impairing, Government by obstructing and defeating the lawful function of the United States Treasury and the Internal Revenue Service in the ascertainment, computation, assessment or collection of revenue, whether or not arising out of the payments referred to in paragraph "5", or
- (b) prosecuting for perjury, false statement or obstruction of justice any person or entity in connection with the investigation of the payments referred to in paragraph "5".

8. This plea agreement confirms the entire agreement between Silicon Contractors, Inc., Herbert D. Hughes, Ronald R. Richardson and the United States with respect to the aforesaid guilty plea of Silicon Contractors, Inc., and no other promises, representations or inducements have been made to them or to their attorneys with regard to such guilty plea.

DATED this 27 day of June, 1985.

a.P.G.S.

PETER G. STRASSER \checkmark \checkmark \checkmark Assistant United States Attorney New Orleans, Louisiana

PETER B. CLARK Trial Attorney Fraud Section, Criminal Division U.S. Department of Justice Washington, D.C.

JOHN United States Actorney

SILICON CONTRACTORS, INC.

By: / Herbert D. Hughes

President

Herbert D. Hughes

Larry S. Flax, Esquire

Flax and Rosenfield, P.C. 211 South Beverly Drive Beverly Hills, California 90212 Attorney for Herbert D. Hughes

Ronald R. Richardson

Frank De Salvo, Esquire 614 Tchoupitoulis Street New Orleans, Louisiana 70130 Attorney for Ronald R. Richardson

CERTIFIED COPY OF RESOLUTIONS

Authorization Re: Plea of Silicon Contractors, Inc.

Upon motion duly made by Director Herbert D. Hughes, seconded by Director Ronald R. Richardson, and unanimously carried by the affirmative vote of all the Directors present, the following resolutions were adopted:

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RESOLVED, that this Corporation, expecting to be named as a defendant in a criminal action brought by the United States of America in the United States District Court for the Eastern District of Louisiana, consents to a settlement of that action by the entry of a plea of guilty to an Information in substantially the form reviewed by this Board of directors at this meeting; and

RESOLVED FURTHER, that Herbert D. Hughes, President of this Corporation, be and hereby is, authorized to enter a plea of guilty on behalf of this Corporation substantially in such form as reviewed by this Board of Directors at this meeting.

$\underline{C} \underline{E} \underline{R} \underline{T} \underline{I} \underline{F} \underline{I} \underline{C} \underline{A} \underline{T} \underline{I} \underline{O} \underline{N}$

I, $\mathcal{R} \cdot \mathcal{R}$. $\mathcal{R} / \mathcal{CHAPDScN}$, hereby certify that I am the duly elected Secretary of Silicon Contractors, Inc.; that the forgoing is full, true and correct copy of resolutions duly adopted by the Board of Directors of said Corporation, at a meeting thereof duly held at the office of the Corporation in New Orleans, Louisiana, on $27 \mathcal{T}$, the day of June, 1985; that the said resolutions have not been rescinded or revoked; and that the foregoing resolutions are not contrary to any provisions in the Articles of Incorporation or By-Laws of Silicon Contractors, Inc.

IN WITNESS WHEREOF, I have hereunto signed my name as 744 Secretary and affixed the Seal of said Corporation on this 27 day of June, 1985.

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UNITED STATES OF AMERICA, Plaintiff, V.

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Criminal Action No.

SILICON CONTRACTORS, INC., Defendant. Violation: 15 U.S.C. §78dd-2(a) (1) and (3)

INFORMATION

1. At all times relevant herein:

(a) the defendant, SILICON CONTRACTORS, INC. ("SILICON CONTRACTORS"), formerly known as Tech-Sil, Inc., was a domestic concern as that term is defined in Section 104(d)(l) of the Foreign Corrupt Practices of 1977 [15 U.S.C. \$78dd-2(d)(l)], (the "Act"), to wit, a corporation organized and existing under the laws of the State of Texas and engaged in the manufacture, sale and installation of radiation and fire-stop penetration seals for use in nuclear power plants.

(b) The Comision Federal de Electricidad ("CFE") was an instrumentality of a foreign government, to wit, an agency of the Republic of Mexico, as that term is used in Section 104(a)(1) of the Act [15 U.S.C. \$78dd-2(a)(1)].

2. On or about June 27, 1980, an officer of the defendant SILICON CONTRACTORS, in the Eastern District of Louisiana and elsewhere, for and on behalf of the defendant SILICON CONTRACTORS, corruptly used an instrumentality of interstate commerce, to wit, the interstate and foreign bank processing

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channels, in furtherance of an offer, payment and promise to pay money, to wit, \$132,000, to a person, knowing or having reason know that said money would be offered, given or promised, directly or indirectly, to one or more officials of the CFE, to induce said officials to use their influence to affect an act of the CFE, to wit, the award of a certain contract to manufacture and install radiation and fire-stop penetration seals for a nuclear power plant in Laguna Verde, Mexico, all in violation of Sections 104(a)(1) and 104 (a)(3) of the Foreign Corrupt Practices Act of 1977 [15 U.S.C. §78dd-2(a)(1) and 78dd-2(a)(3)].

> JOHN VOLZ United States Attorney

PETER B. CLARK Trial Attorney U.S. Department of Justice Washington, D.C. 20530

UNITED	STATES	OF 2		
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	v .	•		
SILICON	N CONTRA	ACTO	RS, IN	C.,
	FIED GI			
HERBERT	r D. HUG	GHES ,	,	
	R. RICH			
RICHARI	D L. NOP	BLE a	and	
JOHN SH	IERMAN			
			Defe	endants.

Civil Action No.

CONSENT OF SILICON CONTRACTORS, INC.

(1) The defendant Silicon Contractors, Inc., without admitting or denying the allegations of the Complaint, solely for the purpose of this proceeding and for no other purpose whatsoever:

- (i) admits the jurisdiction of this Court over it and over the subject matter of this action;
- (ii) admits the service upon it of the Summons and Complaint in this action;
- (iii) waives the filing of an Answer;
 - (iv) waives the making of any Findings of Fact and Conclusions of Law under Rule 52 of the Federal -Rules of Civil Procedure;
 - (v) enters an appearance in this action; and
 - (vi) hereby consents to the entry of the attached Final Judgment of Permanent Injunction against it without further notice.

(2) The defendant Silicon Contractors, Inc. hereby waives any right it may have to appeal from the Final Judgment of Permanent Injunction in the form attached hereto as Exhibit A.

B

(3) The defendant Silicon Contractors, Inc. enters into this Consent voluntarily, and no promise or threat of any kind whatsoever has been made by the United States of America or any officer, agent or representative thereof to induce Silicon Contractors, Inc. to enter into this Consent, other than those promises expressed in the Notice of Plea Agreement and Plea Agreement, a copy of which is attached hereto as Exhibit B.

(4) The defendant Silicon Contractors, Inc. hereby further consents and agrees that this Consent shall be incorporated in and made part of the Final Judgment of Permanent Injunction, in the form attached hereto as Exhibit A, to be entered by the Court in this action, and further agrees that this Court shall retain jurisdiction in this matter for all purposes.

Silicon Contractors, Inc.

By:____

President

Witness:

Hundley & Cacheris, P.C. 1914 Sunderland Place, N.W. Washington, D.C. 20056 Attorneys for Silicon Contractors, Inc.

By:

Plato Cacheris, Esquire

- 2 -

On this day of June, 1985, before me personally comes , who executed the foregoing Consent on behalf of Silicon Contractors, Inc. and he being by me duly sworn did depose and say he is the President of Silicon Contractors, Inc. and has been duly and properly authorized and empowered to make, execute and deliver the foregoing Consent on behalf of Silicon Contractors, Inc.

Notary Public

CERTIFIED COPY OF RESOLUTIONS

Authorization Re: Execution of) Consent of Silicon Contractors, Inc.)

Upon motion duly made by Director Herbert D. Hughes, seconded by Director Ronald R. Richardson, and unanimously carried by the affirmative vote of all the Directors present, the following resolutions were adopted:

> RESOLVED, that this Corporation, expecting to be named as a defendant in a civil action brought by the United States of America in the United States District Court for the Eastern District of Louisiana, consents to a settlement of that action encompassing the entry of a Final Judgment of Permanent Injunction Against Silicon Contractors, Inc. and the execution of a Consent of Silicon Contractors, Inc. in substantially the forms reviewed by this Board of directors at this meeting; and

> RESOLVED FURTHER, that Herbert D. Hughes, President of this Corporation, be and hereby is, authorized to execute such Consent of Silicon Contractors, Inc. on behalf of this Corporation substantially in such form as reviewed by this Board of Directors at this meeting.

$\underline{C} \underline{E} \underline{R} \underline{T} \underline{I} \underline{F} \underline{I} \underline{C} \underline{A} \underline{T} \underline{I} \underline{O} \underline{N}$

I, , hereby certify that I am the duly elected Secretary of Silicon Contractors, Inc.; that the forgoing is full, true and correct copy of resolutions duly adopted by the Board of Directors of said Corporation, at a meeting thereof duly held at the office of the Corporation in New Orleans, Louisiana on , the day of June, 1985; that the said resolutions have not been rescinded or revoked; and that the foregoing resolutions are not contrary to any provisions in the Articles of Incorporation or By-Laws of Silicon Contractors, Inc.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the Seal of said Corporation on this day of June, 1985.

Secretary

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UNITED STATES OF AMERICA Plaintiff V. SILICON CONTRACTORS, INC., DIVERSIFIED GROUP, INC., HERBERT D. HUGHES, RONALD R. RICHARDSON, RICHARD L. NOBLE and JOHN SHERMAN Defendants.

Civil Action No.

FINAL JUDGMENT OF PERMANENT INJUNCTION AGAINST SILICON CONTRACTORS, INC.

Plaintiff United States of America having duly commended this action by filing its Complaint for Permanent Injunction ("Complaint"), and defendant Silicon Contractors, Inc. having appeared and admitted to the jurisdiction of this Court over it and over the subject matter of this action; having waived the making of any findings of fact or conclusions of law; before the taking of any testimony and without trial, argument, or adjudication of any issue of fact or law herein; without admitting or denying the allegations of the Complaint, having consented to the entry of this Final Judgment of Permanent Injunction; and having entered into certain undertakings contained in the Consent annexed hereto and incorporated herein, it is hereby

ORDERED, ADJUDGED AND DECREED that Silicon Contractors, Inc., its officers, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries, and those persons in active concert or participation with them, and each of them, are hereby permanently restrained and enjoined from violating Section 104(a)(1), (2) and (3) of the Foreign Corrupt Practices Act of 1977 [15 U.S.C. 78dd-2(a)(1), (2) and (3)], directly or indirectly, by using the mails, or any means or instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

(1) any foreign political party or official thereof or any candidate for foreign political office for purposes of --

- (A) influencing any act or decision of such party official, or candidate in its or his official capacity, including a decision to fail to perform its or his official functions; or
- (B) inducing such party official, or candidate to use its or his influence with a foreign government of instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Silicon Contractors, Inc., its officers, directors, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries and those persons in active concert or participation with them, in obtaining or retaining business for or with, or directing business to, any person; or

- 2 -

- (2) any foreign official for purposes of --
 - (A) influencing any act or decision of such foreign official in his official capacity, including a decision to fail to perform his official functions; or
 - (B) inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Silicon Contractors, Inc., its officers, directors, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries and those persons in active concert or participation with them in obtaining or retaining business for or with, or directing business to, any person; or

(3) any person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of --

> (A) influencing any act or decision of such foreign official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or

- 3 -

(B) inducing such foreign official, political party, party official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act

or decision of such government or instrumentality,

in order to assist the defendant, Silicon Contractors, Inc., its officers, directors, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries, and those persons in active concert or participation with them in obtaining or retaining business for or with, or directing business to, any person.

II

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the annexed Consent of Silicon Contractors, Inc. be, and the same hereby is, incorporated herein with the same force and effect as if fully set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retain jurisdiction of this matter for all purposes.

UNITED STATES DISTRICT JUDGE

DATED: June , 1985

New Orleans, Louisiana

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UNITED	STATES	OF	AMERICA	
			Plain	tiff
	· v .	•		
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SILICON	ONTRA	ACTO	RS, INC.	
DIVERSI	FIED GI	ROUP	, INC.,	
HERBERT	r D. HUG	GHES	,	
RONALD	R. RICH	HARD	SON,	
	D L. NOP			
JOHN SH	IERMAN			
			Defen	lants.

Civil Action No.

CONSENT OF HERBERT D. HUGHES

(1) The defendant Herbert D. Hughes, without admitting or denying the allegations of the Complaint, solely for the purpose of this proceeding and for no other purpose whatsoever:

- (i) admits the jurisdiction of this Court over him and over the subject matter of this action;
- (ii) admits the service upon him of the Summons and Complaint in this action;
- (iii) waives the filing of an Answer;
 - (iv) waives the making of any Findings of Fact and Conclusions of Law under Rule 52 of the Federal Rules of Civil Procedure;
 - (v) enters an appearance in this action; and
 - (vi) hereby consents to the entry of the attached Final Judgment of Permanent Injunction against him without further notice.

(2) The defendant Herbert D. Hughes hereby waives any right he may have to appeal from the Final Judgment of Permanent Injunction in the form attached hereto as Exhibit A. (3) The defendant Herbert D. Hughes enters into this Consent voluntarily, and no promise or threat of any kind whatsoever has been made by the United States of America or any officer, agent or representative thereof to induce Herbert D. Hughes to enter into this Consent, other than those promises expressed in the Notice of Plea Agreement and Plea Agreement, a copy of which is attached hereto as Exhibit B.

(4) The defendant Herbert D. Hughes hereby further consents and agrees that this Consent shall be incorporated in and made part of the Final Judgment of Permanent Injunction, in the form attached hereto as Exhibit A, to be entered by the Court in this action, and further agrees that this Court shall retain jurisdiction in this matter for all purposes.

Herbert D. Hughes

Witness:

Flax and Rosenfield, P.C. 211 South Beverly Drive Beverly Hills, California 90211 Attorneys for Herbert D. Hughes

Larry R. Flax, Esquire

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UNITED STATES OF AMERICA Plaintiff

v.

SILICON CONTRACTORS, INC. DIVERSIFIED GROUP, INC., HERBERT D. HUGHES, RONALD R. RICHARDSON, RICHARD L. NOBLE and JOHN SHERMAN Defendants. Civil Action No.

FINAL JUDGMENT OF PERMANENT INJUNCTION AGAINST HERBERT D. HUGHES

Plaintiff United States of America having duly commended this action by filing its Complaint for Permanent Injunction ("Complaint"), and defendant Herbert D. Hughes having appeared and admitted to the jurisdiction of this Court over him and over the subject matter of this action; having waived the making of any findings of fact or conclusions of law; before the taking of any testimony and without trial, argument, or adjudication of any issue of fact or law herein; without admitting or denying the allegations of the Complaint, having consented to the entry of this Final Judgment of Permanent Injunction; it is hereby

ORDERED, ADJUDGED AND DECREED that defendant Herbert R. Hughes, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them, and each of them, are hereby permanently restrained and enjoined from violating Section 104(a)(1), (2) and (3) of the Foreign Corrupt Practices Act of 1977 [15 U.S.C. 78dd-2(a)(1), (2) and (3)], directly or indirectly, by using the mails, or any means or instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- 2 -

- (1) any foreign official for purposes of --
 - (A) influencing any act or decision of such foreign official in his official capacity, including a decision to fail to perform his official functions; or
 - (B) inducing such foreign official to use his influence with a foreign government of instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Herbert D. Hughes, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them, in obtaining or retaining business for or with, or directing business to, any person; or

(2) any foreign political party or official thereof or any candidate for foreign political office for purposes of --

(A) influencing any act or decision of such party, official, or candidate in its or his official capacity, including a decision to fail to perform its or his official functions; or (B) inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Herbert D. Hughes, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them in obtaining or retaining business for or with, or directing business to, any person; or

(3) any person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of --

- (A) influencing any act or decision of such foreign official, political party, party official, or candidate in its or his official capacity, including a decision to fail to perform its or his official functions; or
- (B) inducing such foreign official, political party, party official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

- 3 -

in order to assist the defendant, Herbert D. Hughes, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them in obtaining or retaining business for or with, or directing business to, any person.

II

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the annexed Consent of Herbert D. Hughes be, and the same hereby is, incorporated herein with the same force and effect as if fully set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retain jurisdiction of this matter for all purposes.

UNITED STATES DISTRICT JUDGE

DATED:

New Orleans, Louisiana

UNITED STATES OF AMERICA)
Plaintiff)
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V.	ý
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SILICON CONTRACTORS, INC.,	ý
DIVERSIFIED GROUP, INC.,)
HERBERT D. HUGHES,)
RONALD R. RICHARDSON,)
RICHARD L. NOBLE and)
JOHN SHERMAN)
Defendants.)

Civil Action No.

CONSENT OF RONALD R. RICHARDSON

(1) The defendant Ronald R. Richardson, without admitting or denying the allegations of the Complaint, solely for the purpose of this proceeding and for no other purpose whatsoever:

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- (i) admits the jurisdiction of the this Court over him and over the subject matter of this action;
- (ii) admits the service upon him of the Summons and Complaint in this action;
- (iii) waives the filing of an Answer;
 - (iv) waives the making of any Findings of Fact and Conclusions of Law under Rule 52 of the Federal Rules of Civil Procedure;
 - (v) enters an appearance in this action; and
 - (vi) hereby consents to the entry of the attached Final Judgment of Permanent Injunction against him without further notice.

(2) The defendant Ronald R. Richardson hereby waives any right he may have to appeal from the Final Judgment of Permanent Injunction in the form attached hereto as Exhibit A. (3) The defendant Ronald R. Richardson enters into this Consent voluntarily, and no promise or threat of any kind whatsoever has been made by the United States of America or any officer, agent or representative thereof to induce Ronald R. Richardson to enter into this Consent, other than those promises expressed in the Notice of Plea Agreement and Plea Agreement, a copy of which is attached hereto as Exhibit B.

(4) The defendant Ronald R. Richardson hereby further consents and agrees that this Consent shall be incorporated in and made part of the Final Judgment of Permanent Injunction, in the form attached hereto as Exhibit A, to be entered by the Court in this action, and further agrees that this Court shall retain jurisdiction in this matter for all purposes.

Ronald R. Richardson

Witness:

Frank De Salvo, Esquire 614 Tchoupitoulis Street New Orleans, Louisiana 70130 Attorney for Ronald R. Richardson

Frank De Salvo, Esquire

- 2 -

UNITED STATES OF AMERICA)			
Plaintiff)			
)			
V.				
)			
SILICON CONTRACTORS, INC.,)			
DIVERSIFIED GROUP, INC.,)			
HERBERT D. HUGHES,)			
RONALD R. RICHARDSON,)			
RICHARD L. NOBLE and)			
JOHN SHERMAN)			
Defendants.	ì			

Civil Action No.

FINAL JUDGMENT OF PERMANENT INJUNCTION AGAINST RONALD R. RICHARDSON

Plaintiff United States of America having duly commended this action by filing its Complaint for Permanent Injunction ("Complaint"), and defendant Ronald R. Richardson having appeared and admitted to the jurisdiction of this Court over him and over the subject matter of this action; having waived the making of any findings of fact or conclusions of law; before the taking of any testimony and without trial, argument, or adjudication of any issue of fact or law herein; without admitting or denying the allegations of the Complaint, having consented to the entry of this Final Judgment of Permanent Injunction; it is hereby

ORDERED, ADJUDGED AND DECREED that defendant Ronald R. Richardson, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them, and each of them, are hereby permanently restrained and enjoined from violating Section 104(a)(1), (2) and (3) of the Foreign Corrupt Practices Act of 1977 [15 U.S.C. 78dd-2(a)(l), (2) and (3)], directly or indirectly, by using the mails, or any means or instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- (1) any foreign official for purposes of --
 - (A) influencing any act or decision of such foreign official in his official capacity, including a decision to fail to perform his official functions; or
 - (B) inducing such foreign official to use his influence with a foreign government of instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Ronald R. Richardson, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them, in obtaining or retaining business for or with, or directing business to, any person; or

(2) any foreign political party or official thereof or any candidate for foreign political office for purposes of --

(A) influencing any act or decision of such party,official, or candidate in its or his official

capacity, including a decision to fail to perform its or his official functions; or

(B) inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Ronald R. Richardson, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them in obtaining or retaining business for or with, or directing business to, any person; or

(3) any person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of --

- (A) influencing any act or decision of such foreign official, political party, party official, or candidate in its or his official capacity, including a decision to fail to perform its or his official functions; or
- (B) inducing such foreign official, political party, party official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

- 3 -

in order to assist the defendant, Ronald R. Richardson, his agents, servants, employees, successors, assigns, attorneys in fact, and those persons in active concert or participation with them in obtaining or retaining business for or with, or directing business to, any person.

II

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the annexed Consent of Ronald R. Richardson be, and the same hereby is, incorporated herein with the same force and effect as if fully set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retain jurisdiction of this matter for all purposes.

UNITED STATES DISTRICT JUDGE

DATED:

New Orleans, Louisiana