

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
NAPCO INTERNATIONAL, INC., and  
VENTURIAN CORP.,  
Defendants.

CRIM. 4-89-65  
CRIMINAL NO. ~~487-65~~  
3-89-47

INFORMATION

The United States Attorney charges that:

COUNT 1

A. INTRODUCTION

At all times material herein:

1. The defendant VENTURIAN CORP. (hereinafter VENTURIAN), was a corporation organized under the laws of Minnesota with its principal offices in Hopkins, Minnesota, and was engaged in, among other things, the business of selling military equipment and supplies to, among others, certain developing nations. In 1955, the defendant VENTURIAN changed its name from Northwestern Auto Parts Company to Napco Industries, Inc. In May 1984, the defendant VENTURIAN reorganized and was renamed Napco International, Inc. and continued its business of the sale of military equipment and supplies. Following another reorganization, in June 1987, the defendant VENTURIAN assumed its

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present name and transferred all of its domestic and international military equipment sales business assets to a new, wholly owned, subsidiary with the same name as its predecessor parent corporation, Napco International, Inc. The defendant VENTURIAN is an issuer as that term is used in the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §78dd-1.

2. The defendant NAPCO INTERNATIONAL, INC. (hereinafter NAPCO), was a corporation organized under the laws of Minnesota with its principal offices in Hopkins, Minnesota, and was engaged in, among other things, the business of selling military equipment and supplies to, among others, certain developing nations. Defendant NAPCO a wholly owned subsidiary of the defendant VENTURIAN, was a domestic concern as that term is defined in the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §78dd-2(d) (1).

3. For the purposes of this Information, the name NAPCO shall stand for the following entities for the following periods:

Napco Industries, Inc.	January 1983 to May 1984
Napco International, Inc., presently known as Venturian Corp.	May 1984 to June 1987
Napco International, Inc., a subsidiary of Venturian Corp.	June 1987 to present

4. The Foreign Corrupt Practices Act was enacted by the Congress in 1977 for the purpose of making it unlawful to make payments to foreign government officials to obtain or retain

business and to require certain corporations to maintain accurate records.

3. In order to advance the national security of the United States and its allies, the Congress authorized the Foreign Military Sales (hereinafter FMS) program. Under this program, loans were made to certain foreign governments to finance the purchase of defense items, that is, defense articles or services of United States origin. FMS loan funds were disbursed by the Federal Financing Bank (hereinafter FFB), an agency of the United States Department of Treasury.

4. The Defense Security Assistance Agency (hereinafter DSAA), an agency of the United States Department of Defense, was responsible for directing, administering and supervising FMS loans. To discharge its responsibilities, the DSAA promulgated requirements and issued directives governing FMS loans. The pertinent FMS loan requirements and directives provided, in essence, that:

a. FFB funds were to be used to procure defense items only under purchase contracts approved by DSAA; and

b. To ensure FMS loan funds were utilized only for the purposes intended by law, and for which each loan was authorized, certain certifications were required from the contractor or commercial supplier obtaining funds pursuant to the FMS loan;

c. Among the certifications required from contractors and commercial suppliers were, at various times material herein,

that (i) if DSAA approved FMS financing of a stated dollar value of non-U.S. origin components or services, that dollar amount would not be exceeded and that, as a condition of receiving U.S. Government funds, DSAA would be notified of any changes to the identification of non-U.S. items or services; (ii) that the FMS financed contract price included only those commissions specifically stated in the certificate, and that such commissions would be paid only to bona fide employees or agencies which neither exerted or proposed to exert improper influences to solicit or obtain the contract as defined in Federal Acquisition Regulation 3.401; (iii) that no rebates, gifts or gratuities contrary to U.S. law have been or would be given to officers, officials or employees of the purchaser, that is, of the foreign government borrower of FMS funds, intended to secure the contract or obtain favorable treatment under the contract.

d. The certifications required to be made by a commercial supplier were not to contain any statement which was false, fictitious or fraudulent. The certifications stated that failure to adhere to this requirement subjected a contractor or commercial supplier to criminal prosecution for, among other things, making a false statement under 18 U.S.C. §1001.

5. Before the FFB may advance FMS loan proceeds to a commercial supplier, DSAA, in reliance on a commercial supplier's certifications, is required to certify to the FFB that the invoices DSAA received from a commercial supplier, and the certifications received from a foreign government borrower, are in accordance with the loan terms and applicable regulations.

6. The Republic of Niger, located in the North Central portion of Africa, was a foreign nation qualified to receive FMS loan assistance from the DSAA.

7. Tahirou Barke Doka was, until December 1985, the First Counselor of the Embassy of the Republic of Niger in Washington, D.C. and, as such, was a foreign official as that term is defined in the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §78dd-1(b) and §78dd-2(d) (2).

8. Captain Ali Tiemogo was the Chief of Maintenance for the air force component of the Ministry of Defense of the Government of Niger, and, as such, was a foreign official as that term is defined in the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §78dd-1(b) and §78dd-2(d) (2).

9. On or about September 24, 1981, September 15, 1982, and September 26, 1983, three loan agreements, in the respective amounts of \$2.3 million, \$2.0 million and \$1.2 million, were entered into by and between the FFB and the Republic of Niger. Pursuant to these loan agreements, as amended, the guarantees of the DSAA, and the promissory notes of the Republic of Niger as the borrower, the FFB agreed to lend the aggregate amount of \$5.5 million to the Republic of Niger for the purchase of defense items consisting of articles and services of United States origin. The Government of Niger was permitted to contract with a United States supplier for the defense supplies and services it

required, subject to DSAA's prior approval of all purchase contracts.

10. In February 1983, the Government of Niger entered into a contract with a West German aircraft maintenance firm, Dornier Reparaturwerft GmbH (hereinafter Dornier) to perform maintenance on the Nigerien C-130's. However, the Government of Niger had insufficient funds to pay for Dornier's services and Dornier sought to affiliate with a United States contractor so that the Government of Niger could qualify for United States Government FMS financing.

11. Beginning in or about June 1983, the defendant, NAPCO, acting in cooperation with Dornier began negotiations with the Government of Niger for a contract to furnish replacement parts and to perform maintenance on two C-130 transport aircraft owned by the airforce of the Government of Niger, the Escadrille Nationale Nigerienne (hereinafter the ENN).

12. Between December 1983 and March 1987, four purchase contracts for aircraft parts and maintenance and for other defense items were entered into between the defendant NAPCO and the Government of Niger, three of which were approved by DSAA. The following chart identifies these contracts:

<u>Date</u>	<u>Napco No.</u>	<u>FMS Case No.</u>	<u>Amount</u>
Dec. 21, 1983	[3324] 18557	AAF-811	\$ 681,000.00
Aug. 20, 1984	[3324] 24818	AAG-821	1,000,000.00
Aug. 2, 1985	[3324] 30345	NK-S-AAH	1,550,000.00
March 2, 1987	[3324] 41505	Not Approved	287,315.99

B. THE CONSPIRACY (18 U.S.C. 371)

Beginning in about July 1983 and continuing through about September 1987, in the District of Minnesota and elsewhere, the defendant NAPCO did unlawfully, willfully and knowingly combine, conspire and confederate with other divers persons, known and unknown to the United States:

1. To defraud the United States of America and agencies thereof, particularly the Department of Defense, DSAA, the FFB and the citizens of the United States, of and concerning their right to have the FMS program operate in conformity with the statutes, rules and regulations promulgated by the Congress, and the Departments of State and Defense, and free from fraud and false statements, and to defraud the United States of America, and agencies thereof, by impeding, impairing, obstructing, and defeating the lawful government functions of the Internal Revenue Service of the Treasury Department in the ascertainment, computation, and collection of the revenue: to wit, the income tax liability of the defendant, NAPCO.

2. To violate the Foreign Corrupt Practices Act of 1977 by the use of the mails and of means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of money:

- (a) to officials of the Government of the Republic of Niger, that is, First Counselor Tahirou Barke Doka and Captain Ali Tiemogo, both

of whom were foreign officials as that term is used in the Foreign Corrupt Practices Act of 1977, 15 U.S.C. 78dd; and

- (b) to persons, that is, Fatouma Mailele Boube and Amadou Mailele, both relatives of Tiemogo, while knowing that all or a portion of such money would be offered, given or promised, directly or indirectly, to foreign officials, namely Barke and Tiemogo,

for the purpose of influencing the acts and decisions of Barke and Tiemogo in their official capacities, and inducing them to use their influence with the Ministry of Defense (hereinafter MOD) of the Government of Niger and with the ENN so as to affect and influence the acts and decisions of the MOD and ENN in order to assist the defendant NAPCO and its coconspirators in obtaining and retaining business with the Government of the Republic of Niger, in violation of Title 15, United States Code, Sections 78dd-1(a)(1) and (3) and 78ff(c)(1); and

3. To further violate the Foreign Corrupt Practices Act of 1977 by:

- (a) failing to make and keep books, records, and accounts which, in reasonable detail, accurately and fairly reflected the transactions and dispositions of the defendant NAPCO's assets; and

(b) failing to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that --

(i) the defendant NAPCO's transactions were executed in accordance with management's general or specific authorization;

(ii) the defendant NAPCO's transactions were recorded as necessary to maintain accountability for assets; and

(iii) access to the defendant NAPCO's assets was permitted only in accordance with management's general or specific authorization.

in violation of 15 U.S.C. §§78m(b)(2)(A) and (B) and 78ff(a);

4. To violate Title 18, United States Code, Section 1001; and by, among other things, falsely representing to DSAA the identities of NAPCO's agents, misrepresenting the percentages of contract funds paid and to be paid to non-U.S. suppliers and filing mis-dated invoices.

5. To violate Title 26, United States Code, Section 7206(2).

C. MEANS AND METHODS OF THE CONSPIRACY

The charged conspiracy was accomplished by the following means and methods and in the following manner:

1. It was a part of the conspiracy that defendant NAPCO, and others known and unknown to the United States, would and did offer, promise and agree to pay, and authorize the payment to

Tahirou Barke Doka, the First Counselor of the Niger Embassy in Washington, D.C., and to Captain Ali Tiemogo, of the EEN, both officials of the Government of Niger, certain bribes, equalling approximately 10% of the defendant NAPCO's net revenues on certain contracts for spare parts and aircraft maintenance -- financed by the United States Government -- between NAPCO and the Government of Niger, to use their influence in order for the defendant NAPCO to obtain and retain said contracts;

2. It was further a part of the conspiracy that the defendant NAPCO, and others, would and did pay bribes in the aggregate amount of \$130,916.83 to Barke and Tiemogo.

3. It was further a part of the conspiracy that the defendant NAPCO, and others, would and did use various methods to conceal the conspiracy in order to insure the continuing existence, success and profitability of the conspiracy, including but not limited to:

(a) preparing and using bogus commission agreements, reports, requests for payment and other internal NAPCO documentation purporting to show that "commissions" on the defendant's Niger contracts had been earned by and paid to bona fide agents of the defendant NAPCO;

(b) creating a fictitious commission agent, known as "E. Dave," and opening an account at First National Bank of Hopkins, in Hopkins, Minnesota, in the name of this "agent" for the purpose of concealing the payments to Niger Government officials Tiemogo and Barke;

(c) using, as the names of the defendant NAPCO's commission agents, the names of Amadou Mailele (hereinafter "Mailele") and Fatouma Mailele Boube (hereinafter "Boube"), both relatives of Tiemogo, in order to conceal the payment of bribes to the Niger government officials Tiemogo and Barke;

(d) assisting Barke and Tiemogo in their receipt of bribes through wire transfers to accounts, opened for the purpose of receiving the bribes, at Credit Lyonnais in Paris, France.

(e) falsely representing to DSAA that Mailele and Boube were the defendant NAPCO's agents in the Republic of Niger when these persons were not its agents, had performed no services for NAPCO, and had acted solely as the intermediaries for Tiemogo and Barke for the purpose of concealing the bribe payments; and

(f) instructing employees of NAPCO to convey documents between NAPCO's offices in Hopkins, Minnesota, and Washington, D.C., and between NAPCO's Washington office, the Embassy of the Republic of Niger and DSAA's offices in Arlington, Virginia, for the purpose of obtaining and retaining purchase contracts with the Government of Niger, obtaining payment for goods and services provided under purchase contracts and to facilitate the payment of the bribes to the Niger government officials, Barke and Tiemogo.

4. It was further a part of the conspiracy that the defendant NAPCO and others would and did conceal the nature and extent of the commissions and agents' fee payments to Barke and Tiemogo by causing to be filed false and fraudulent U.S.

Corporation Income Tax Returns, Form 1120, for the defendant NAPCO for the tax years 1984, 1985 and 1986, which returns falsely claimed certain deductions for the payment of agents commissions.

5. It was further a part of the conspiracy that the defendant NAPCO, and others, would and did cause the FFB to advance FMS loan funds by wire transfers to the defendant NAPCO by submitting false statements and certifications to DSAA, including letters, statements and certificates which (a) falsely indicated the identities of NAPCO's "agents" in Niger and the amounts to be paid to them; (b) misrepresented to DSAA the percentages of purchase contracts which would be paid by NAPCO to a non-U.S. supplier, that is, Dornier, for maintenance of the Niger Government's two C-130 aircraft; and, (c) in connection therewith, filed with DSAA intentionally mis-dated invoices purporting to show services performed by Dornier under a certain purchase contract.

6. It was further a part of the conspiracy that the defendant NAPCO, and others, would and did further conceal the offer and payment of bribes to Barke and Tiemogo by aiding and assisting in the preparation and presentation of a false and fraudulent Form W-8 concerning the "E. Dave" bank account.

7. It was further a part of the conspiracy that the defendant NAPCO, and others, would and did misrepresent to DSAA the percentages of purchase contracts which would be paid to a non-U.S. supplier, that is, Dornier, for maintenance of the Niger

Government's two C-130 aircraft and, in order to fraudulently obtain payment for such non-U.S. supplier's services, filed with DSAA certain intentionally mis-dated Dornier invoices purporting to show services performed under a certain purchase contract with the Government of Niger.

E. OVERT ACTS

In order to further the objects and purposes of this conspiracy, the defendant NAPCO and its coconspirators, known and unknown to the United States, did commit and cause to be committed the following and other overt acts within the District of Minnesota and elsewhere:

1. On or about July 11, 1983, the defendant NAPCO and its coconspirators, known and unknown to the United States, mailed from Hopkins, Minnesota, to DSAA in Arlington, Virginia, a letter which stated that a \$50,000. "sales commission" was included in the price of a proposed \$681,000. purchase contract with the Government of Niger.

2. On or about October 30, 1983, an officer of the defendant NAPCO traveled to Niamey, the capital city of Niger, to meet with Tiemogo and other government officials and to discuss NAPCO's proposed contract with the Government of Niger.

3. On or about December 21, 1983, an officer of the defendant NAPCO traveled via commercial airline from Minneapolis, Minnesota to Washington, D.C., to sign a contract, No. 3324-18557, in the amount of \$681,000., with the Government of Niger for spare parts and maintenance of two Niger C-130 aircraft.

4. On or about December 21, 1983, an officer of the defendant NAPCO and another NAPCO employee met with Barke, the First Counselor of the Embassy of Niger, and a companion at 1789, a restaurant in Washington, D.C.

5. On or about December 22, 1983, in Washington, D.C., an officer of the defendant NAPCO and another NAPCO employee visited the Niger Embassy to meet with Barke.

6. On or about December 28, 1983, in Washington, D.C., at the direction of an officer of the defendant NAPCO, a NAPCO employee met with Barke and delivered to him five French language copies of the purchase contract executed on December 21, 1983, and five copies of an agreement between NAPCO and Dornier, all for transmittal to the MOD in Niger.

7. On or about January 11, 1984, in Hopkins, Minnesota, following receipt of information that DSAA had rejected the defendant NAPCO's proposed purchase contract with the Government of Niger, a NAPCO officer prepared and signed a letter in Hopkins, Minnesota, to DSAA in Arlington, Virginia, stating that, if NAPCO chose to subcontract certain C-130 inspections and overhaul work to Dornier, Dornier's portion of the prime contract was not anticipated to exceed eight to ten percent.

8. On or about February 15, 1984, in Hopkins, Minnesota, a NAPCO officer prepared and signed a NAPCO a commission rate form showing "E. Dave" as NAPCO's agent on the firm's first contract with the Government of Niger and indicating a commission of "10 Per Cent on Gross."

9. On or about March 14, 1984, in Hopkins, Minnesota, a NAPCO officer caused to be prepared and mailed to DSAA in Arlington, Virginia, a letter which stated that he was "willing to commit that the [Dornier portion] will in no event exceed 18%."

10. On or about March 15, 1984, a NAPCO officer traveled via commercial airline from Minneapolis, Minnesota, to Washington, D.C., to meet with DSAA representatives for the purpose of discussing the Niger purchase contract.

11. On or about April 4, 1984, an officer of the defendant NAPCO placed a telephone call from NAPCO's offices in Hopkins, Minnesota to Tiemogo's residence in Niamey, Niger at approximately 2:41 p.m. CST.

12. On or about April 18, 1984, pursuant to the defendant NAPCO's submission of invoice No. 332-31092, to the DSAA, the FFB wire transferred \$340,500. to NAPCO account No. [REDACTED] at First National Bank of Minneapolis. This represented an advance payment of 50 percent of contract No. 3324-18557.

13. On or about April 19, 1984, in Hopkins, Minnesota, the defendant NAPCO mailed its first invoice, No. 332-31092, under contract No. 3324-18557 to its Washington, D.C. office for submission to the Niger Embassy and thence to DSAA for approval and to the FFB for payment.

14. On or about May 1, 1984, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a letter purporting to be from Amadou Mailele which directed that commission payments due him be paid to "Mr. E. Dave" at [REDACTED], in Washington, D.C. On May 1, 1984, First Counselor Barke resided at this address.

15. On or about May 7, 1984, a telephone call was placed from the offices of the defendant NAPCO in Hopkins, Minnesota to Niger at approximately 2:32 p.m. CST.

16. On or about May 11, 1984, the defendant NAPCO paid Dornier \$63,090.38 for services which Dornier had performed on a Niger C-130 aircraft under contract No. 3324-18557.

17. On or about May 15, 1984, an officer of the defendant NAPCO traveled via commercial airline from Minneapolis, Minnesota to Washington, D.C. to meet with Barke at the Niger Embassy for discussions concerning the purchase contract.

18. On or about May 16, 1984, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a sales representative agreement purporting to be with Mailele as agent for NAPCO's Niger business.

19. On or about May 23, 1984, in Hopkins, Minnesota, a NAPCO officer requested an advance commission of \$19,510. be paid to "E. Dave."

20. On or about May 24, 1984, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States issued, caused to be issued and delivered to an officer of NAPCO a company check, No. 143029, drawn on the Security Bank, Harrison, Arkansas, payable to "E. Dave" in the amount of \$19,510.

21. On or about May 25, 1984, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be issued and delivered to an officer of NAPCO a company check, No. 143031, drawn on the Security Bank, Harrison, Arkansas, payable to "E. Dave" in the amount of \$7,140.

22. On or about May 25, 1984, an officer of the defendant NAPCO personally opened an account, No. [REDACTED], in the name of "E. Dave" at the First National Bank of Hopkins, Minnesota. The officer then deposited the two NAPCO checks described above, totaling \$26,650., into the "E. Dave" account.

23. On or about May 25, 1984, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, mailed and caused to be mailed to a NAPCO employee in Washington, D.C., a signature card for the "E. Dave" bank account, a non-resident alien exemption certification Form W-8 and instructions for Barke directing him to complete the forms.

24. On or about May 29, 1984, a telephone call was placed to a NAPCO officer in Hopkins, Minnesota, from an employee of NAPCO's Washington office, to discuss the materials relating to the "E. Dave" account.

25. On or about May 29, 1984, in Washington, D.C., at the instruction of the defendant NAPCO and its coconspirators, known and unknown to the United States, an employee of NAPCO's Washington office visited Barke at the Niger Embassy and delivered to him the materials relating to the "E. Dave" account.

26. On or about May 29, 1984, Dornier issued to the defendant NAPCO its invoice No. 38-0216 in the amount of DM 121,498.70, or approximately \$36,145.90, for services performed on a Niger C-130 aircraft under NAPCO contract No. 3324-18557.

27. On or about May 30, 1984, a telephone call was placed by an employee of the defendant NAPCO's Washington, D.C. office to the office of a NAPCO officer in Hopkins, Minnesota, at approximately 12:21 p.m. CST for the purpose of discussing the delivery of instructions to Barke as to how to fill out the "E. Dave" signature card and non-resident alien exemption certification on Form W-8.

28. On or about May 30, 1984, a second telephone call was placed by a NAPCO employee from defendant NAPCO's Washington, D.C. office to a NAPCO officer in Hopkins, Minnesota, at approximately 12:24 p.m. CST, for the purpose of discussing the materials which the NAPCO officer had sent to the Washington, D.C. office.

29. On or about May 30, 1984, in Washington, D.C., a NAPCO employee met with Barke at the Niger Embassy and presented the "E. Dave" account materials to Barke for signature. Barke signed the account signature card and Form W-8 in the name of "E. Dave."

30. On or about May 30, 1984, a third telephone call was placed from defendant NAPCO's Washington office to a NAPCO officer in Hopkins, Minnesota, at approximately 12:50 p.m. CST to confirm that Barke had completed the forms in accordance with the instructions of the NAPCO officer.

31. On or about May 30, 1984, a NAPCO employee mailed the "E. Dave" account signature card and non-resident alien exemption on Form W-8 from Washington, D.C., to the NAPCO officer in Hopkins, Minnesota.

32. On or about May 30, 1984, a telephone call was placed to Barke's residence in Washington, D.C., from the residence of a NAPCO officer in Hopkins, Minnesota, at approximately 9:06 p.m. CST.

33. On or about June 4, 1984, in Hopkins, Minnesota, a NAPCO officer prepared a memorandum advising that he was going to visit Niger and intended to include a 10 percent commission for "our rep" on all offers.

34. On or about June 5, 1984, in Washington, D.C., the FFB wire transferred \$120,307.85 to defendant NAPCO's account at the First National Bank of Minneapolis.

35. On or about June 7, 1984, Barke deposited two checks drawn on the "E. Dave" account at First National Bank of Hopkins. Five thousand dollars was deposited in Barke's Riggs National Bank account in Washington, D.C., No. [REDACTED], and \$20,000 in Barke's Friendship Savings and Loan account, No. [REDACTED], in Washington, D.C.

36. On or about June 16, 1984, a NAPCO officer traveled to Niamey, Niger from Minneapolis, Minnesota, to meet with officials of the MOD, including Tiemogo.

37. On or about June 30, 1984, defendant NAPCO and its coconspirators, known and unknown to the United States, issued "E. Dave" commission report, No. 7983, in the amount of \$17,423.93.

38. On or about July 3, 1984, the FFB wire transferred \$46,353.73 to defendant NAPCO's account at First National Bank of Minneapolis.

39. On or about July 20, 1984, a NAPCO employee met with Barke and delivered to him invoices for payment of \$80,791.41 concerning contract No. 3324-18557 and requested his assistance for expeditious payment through DSAA.

40. On or about July 25, 1984, from the defendant NAPCO's offices in Hopkins, Minnesota a telephone call was placed to Tiemogo's residence in Niamey, Niger, at approximately 10:57 a.m. CST.

41. On or about July 30, 1984, the FFB wire transferred \$171,526.88 to defendant NAPCO's account at First National Bank of Minneapolis.

42. On or about July 31, 1984, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files an "E. Dave" commission report, No. 8019, in the amount of \$22,364.90.

43. On or about August 7, 1984, a telephone call was placed from the defendant NAPCO's office in Hopkins, Minnesota, to

Tiemogo's residence in Niamey, Niger, at approximately 11:33 a.m. CST.

44. On or about August 8, 1984, in Hopkins, Minnesota, an officer of the defendant NAPCO requested a commission payment in the name of "E. Dave" for the amount of \$13,138.83 for commission report Nos. 7983 and 8019.

45. On or about August 9, 1984, Dornier issued to the defendant NAPCO its invoice No. 38-0325 in the amount of DM 314,966, or approximately \$99,661.40, for services performed on a Niger C-130 under NAPCO contract No. 3324-18557.

46. On or about August 16, 1984, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be issued and delivered to an officer of NAPCO a company check, No. 147364, drawn on the Security Bank, Harrison, Arkansas, and payable to "E. Dave," in the amount of \$13,138.83.

47. On or about August 20, 1984, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and mailed a letter to "E. Dave," in Washington, D.C., regarding the August 16, 1984, payment of \$13,138.83.

48. On or about August 20, 1984, the Government of Niger signed a second contract, No. 3324-24818, in the amount of \$1,000,000., with defendant NAPCO for, among other things, spare parts and maintenance of the Niger C-130 aircraft.

49. On or about August 20, 1984, the defendant NAPCO and its coconspirators, known and unknown to the United States,

caused a check, drawn on the Security Bank, Harrison, Arkansas, in the amount of \$13,138.83 to be deposited in the "E. Dave" account at the First National Bank of Hopkins, Minnesota.

50. On or about August 27, 1984, an officer of the defendant NAPCO traveled from Minneapolis, Minnesota to Washington, D.C. via commercial airline to meet with Barke at the Niger Embassy.

51. On or about August 28, 1984, in Washington, D.C., an officer of the defendant NAPCO and another NAPCO employee met with Barke and delivered to him three copies of a new contract, No. 3324-24818, in the amount of \$1,000,000 for spare parts and maintenance for the Niger C-130 aircraft.

52. On or about October 16, 1984, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be produced and placed in NAPCO's files a sales representative agreement by which Amadou Mailele was purportedly retained as NAPCO's agent for Niger.

53. On or about December 10, 1984, an officer of the defendant NAPCO traveled via commercial airline, from Minneapolis, Minnesota to Washington, D.C., to meet with Barke and Tiemogo.

54. On or about December 12, 1984, an officer of the defendant NAPCO and another NAPCO employee met Tiemogo at the Madison Hotel, in Washington, D.C., to discuss a new contract to be awarded to NAPCO during 1985.

55. On or about January 17, 1985, in Arlington, Virginia, DSAA approved for FMS funding contract No. 3324-24818 between the defendant NAPCO and the Government of Niger.

56. On or about January 25, 1985, Dornier at the request of the defendant NAPCO reissued and transmitted to the defendant NAPCO its invoice No. 38-0216 for services performed under contract No. 3324-18557.

57. On or about January 25, 1985, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be produced and placed in NAPCO's files, an agent history report entitled "E. Dave."

58. On or about January 28, 1985, in Hopkins, Minnesota, an employee of the defendant NAPCO was directed by a NAPCO officer to prepare and place in NAPCO's files a commission rate slip in the name of "E. Dave," relating to NAPCO contract No. 3324-24818, and reflecting a "10 percent commission on the gross."

59. On or about January 29, 1985, in Hopkins, Minnesota, in connection with the preparation and submission to the Internal Revenue Service of an IRS Form 1099 for "E. Dave," regarding payments made in 1984, a NAPCO officer represented to a NAPCO employee that "E. Dave is a non-resident alien."

60. On or about January 31, 1985, Dornier, at the request of an officer of the defendant NAPCO, reissued and transmitted to the defendant NAPCO in Hopkins, Minnesota, its invoice No. 38-0325 for services performed under contract No. 3324-18557.

61. On or about February 25, 1985, in Hopkins, Minnesota, an officer of the defendant NAPCO directed another NAPCO employee to process through DSAA the Dornier invoice Nos. 38-0325 for DM 334,966. and 38-0216 for DM 121,498.70.

62. On or about February 28, 1985, an officer of the defendant NAPCO traveling in Egypt telephoned a NAPCO employee in Hopkins, Minnesota to discuss presentation of the reissued Dornier invoices to DSAA.

63. On or about February 28, 1985, in Hopkins, Minnesota, an employee of the defendant NAPCO prepared a memorandum explaining that all of the FMS funds had been exhausted on the first contract, No. 3324-18557; that NAPCO still owed Dornier for work performed under that contract and confirming that a NAPCO official had suggested that NAPCO have Dornier reissue the invoices so that they could be presented to DSAA under NAPCO's second contract with the Government of Niger, contract No. 3324-24818.

64. On or about March 4, 1985, from Munich, West Germany, Dornier sent a telex message to the attention of an officer of the defendant NAPCO concerning the "work [which] was performed by us half a year ago" on the ENN's C-130 aircraft.

65. On or about March 5, 1985, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused a telex message to be sent to Dornier in Munich, West Germany, regarding the reissued invoices No. 38-0216 and No. 38-0325. The telex stated "Payment to you will be done immediately after NAPCO gets reimbursement from DSAA."

66. On or about March 8, 1985, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and mailed a letter to the Embassy of Niger, in

Washington, D.C., enclosing NAPCO invoice No. 336-32777 concerning contract No. 3324-24818, and copies of Dornier invoices No. 38-0325 and No. 38-0216.

67. On or about March 8, 1985, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and submitted to DSAA, in Arlington, Virginia, in connection with purchase contract No. 3324-24818, a commission statement reflecting that the contract price included a \$50,000. commission fee.

68. On or about March 11, 1985, a NAPCO employee prepared an inter-office memo concerning Dornier invoices No. 38-0216 and No. 38-0325.

69. On or about March 29, 1985, in Hopkins, Minnesota, an officer of the defendant NAPCO instructed a NAPCO employee that "payment [to Dornier] be made by telex transfer to Germany."

70. On or about April 15, 1985, in Washington, D.C., a NAPCO employee delivered to the Niger Embassy invoice No. 336-32970, in the amount of \$13,083.62, concerning contract No. 3324-24818.

71. On or about April 16, 1985, in Washington, D.C., an of the defendant NAPCO met with Barke, delivered to him invoice No. 336-32970, in the amount of \$13,083.62, concerning contract No. 3324-24818, and requested assistance in obtaining payment from DSAA.

72. On or about April 18, 1985, the FFB wire transferred \$135,807.30 from Washington, D.C., to the defendant NAPCO's account at First National Bank of Minneapolis.

73. On or about April 18, 1985, in Hopkins, Minnesota, the defendant NAPCO wire transferred \$135,807.30 to Dornier in Munich, West Germany, for services rendered under NAPCO contract No. 3324-18557 and billed by Dornier under the reissued invoices.

74. On or about May 13, 1985, an officer of the defendant NAPCO traveled via commercial airline from Minneapolis, Minnesota to Washington, D.C., where he and two other NAPCO employees entertained a delegation of Niger officials at Le Pavillion restaurant in Washington, D.C.

75. On or about May 14, 1985, in Washington, D.C. an officer of the defendant NAPCO and two other NAPCO employees met with Barke.

76. On or about May 26, 1985, an officer of the defendant NAPCO traveled via commercial airline from Minneapolis, Minnesota to Niamey, Niger to meet with officials of the Government of Niger.

77. On or about June 13, 1985, in Washington, D.C., a NAPCO employee visited Barke at the Niger Embassy, and delivered invoice No. 336-33261 in the amount of \$6,297.75, and No. 336-33244 in the amount \$262.70, concerning contract No. 3324-24818.

78. On or about June 24, 1985, in Washington, D.C., an employee of the defendant NAPCO delivered to Barke at the Embassy

of Niger NAPCO invoice No. 336-33285, in the amount of \$6,510.00, concerning contract No. 3324-24818, and requested assistance for payment through DSAA.

79. On or about July 2, 1985, the FFB wire transferred \$41,324.98 to the defendant NAPCO's account at First National Bank of Minneapolis.

80. On or about July 15, 1985, in Washington, D.C., an employee of the defendant NAPCO had dinner with Barke and a companion at the Jade Budda restaurant.

81. On or about July 16, 1985, in Washington, D.C., an employee of the defendant NAPCO met with Barke.

82. On or about July 18, 1985, in Washington, D.C., an employee of the defendant NAPCO delivered to the Niger Embassy invoice No. 336-33452, in the amount of \$2,077.54, and invoice No. 336-33438, in the amount of \$22,214.93, concerning contract No. 3324-24818.

83. On or about July 26, 1985, Amadou Mailele traveled from Niamey, Niger to Paris, France to open Credit Lyonnais account No. [REDACTED].

84. On or about July 26, 1985, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused a travel agency to issue airline tickets for Barke, which charges were billed to a Napco Diners Club account.

85. On or about July 28, 1985, an officer of the defendant NAPCO traveled via commercial airline from Minneapolis, Minnesota

to Niamey, Niger, to sign a third contract, No. 3324-30345, in the amount of \$1,550,000, with the Government of Niger for spare parts and maintenance of the Niger C-130 aircraft.

86. On or about July 31, 1985, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a NAPCO commission report, No. 8399, which reflected a commission of \$12,024.26 for Amadou Mailele on NAPCO order No. 3329-2887 and 3329-8557.

87. On or about July 31, 1985, the defendant NAPCO and coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a NAPCO commission report, No. 8400, which reflected a commission of \$3,841.46 for "E. Dave" on NAPCO order No. 3369-24818.

88. On or about August 1, 1985, in Washington, D.C., an employee of the defendant NAPCO delivered to the Niger Embassy, for submission to the DSAA, invoice No. 336-33413, in the amount of \$105,853.37 and invoice No. 336-33522, in the amount of \$6,704.95.

89. On or about August 2, 1985, the Government of Niger signed a third contract, No. 3323-30345, in the amount of \$1,550,000., with defendant NAPCO for, among other things, spare parts and maintenance of the Niger C-130 aircraft.

90. On or about August 2, 1985, in Hopkins, Minnesota, the defendant NAPCO and coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a report in connection with contract No. 3324-30345 reflecting

that commissions in the amount of \$47,662 had been or would be paid to Amadou Mailele.

91. On or about August 2, 1985, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a note reflecting a breakdown of costs on contract No. 3324-30345.

92. On or about August 5, 1985, in Hopkins, Minnesota the defendant NAPCO and its coconspirators, known and unknown to the unknown to the United States, caused to be prepared and placed in NAPCO's files a letter purporting to be from Amadou Mailele directing that payments to "Mr. Dave" be stopped and to commence payments to Mailele at the Credit Lyonnais account No. [REDACTED].

93. On or about August 5, 1985, in Washington, D.C., an employee of the defendant NAPCO met with Barke to discuss NAPCO's invoices to be presented to DSAA.

94. On or about August 8, 1985, an officer of the defendant NAPCO prepared and caused to be mailed from Hopkins, Minnesota, a letter to Barke stating "I have just returned from Niger with signed contract."

95. On or about August 9, 1985, in Washington, D.C., an employee of the defendant NAPCO met with Barke and delivered copies of contract No. 3324-30345 in English and French versions.

96. On or about August 12, 1985, in Washington, D.C., an employee of the defendant NAPCO met with Barke to deliver invoice No. 336-33590, in the amount of \$40,423.05, concerning contract

No. 3324-24818, and requested expeditious assistance for payment from DSAA.

97. On or about August 14, 1985, in Hopkins, Minnesota, an officer of the defendant NAPCO caused to be prepared and placed in NAPCO's files a request for check representing an advance commission of \$37,000. to Amadou Mailele for contract No. 3324-30345.

98. On or about August 15, 1985, an officer of the defendant NAPCO advised a NAPCO employee that commissions on contract No. 3324-24818 were to be paid to Amadou Mailele, not to "E. Dave."

99. On or about August 15, 1985, in Hopkins, Minnesota, a NAPCO employee, acting upon the urgent request of a NAPCO official, directed the First National Bank of Minneapolis to wire transfer \$37,000. to Amadou Mailele's account No. [REDACTED] at Credit Lyonnais in Paris.

100. On or about August 16, 1985, Barke traveled from Washington, D.C. to Niamey, Niger for his wedding and subsequent honeymoon in Paris, Stockholm and London, using tickets charged to a NAPCO account.

101. On or about August 26, 1985, the FFB wire transferred \$208,433.26 to the defendant NAPCO's account at First National Bank of Minneapolis.

102. On or about August 29, 1985, in Paris, France, Barke delivered a letter from Amadou Mailele to Credit Lyonnais instructing the bank to transfer the funds to Barke's account, at

Banque de Developpement de la Republique du Niger (hereinafter BDRN), in Niamey, Niger.

103. On or about August 30, 1985, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report, No. 8448, concerning a commission in the amount of \$17,734.14, payable to Amadou Mailele under contract No. 3324-24818.

104. On or about September 6, 1985, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, prepared a request for payment of an advance commission of \$12,000. to Amadou Mailele on contract No. 3324-24818.

105. On or about September 6, 1985, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused a wire transfer in the amount of \$12,000. to be made from First National Bank of Minneapolis, to Amadou Mailele's account at Credit Lyonnais, Paris.

106. On or about September 9, 1985, in Minneapolis, Minnesota, the defendant NAPCO paid Dornier \$22,214.93 for services performed and billed by Dornier on contract No. 3324-24818.

107. On or about September 9, 1985, CFA 15,597,850 was transferred from the Amadou Mailele account at Credit Lyonnais in Paris, to Barke's account at BDRN in Niamey, Niger.

108. On or about September 10, 1985, three ENN officers, including Tiemogo, traveled via commercial airline to Minneapolis, Minnesota.

109. On or about September 11, 1985, in Washington, D.C., an employee of the defendant NAPCO met with Barke and delivered invoice No. 336-33640, in the amount of \$42,890.19 and invoice No. 336-33708, in the amount of \$17,713.95, both concerning contract No. 3324-24818, and requested assistance for expeditious payment through DSAA.

110. On or about September 16, 1985, in Hopkins, Minnesota, an officer of the defendant NAPCO directed that invoices totaling \$2,028., representing charges for Barke's honeymoon travel, be charged to the Amadou Mailele commission account.

111. On or about September 16, 1985, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused NAPCO's 1984 Corporate Income Tax Return, to be prepared and mailed, Form 1120, to the Internal Revenue Service at its Ogden, Utah Service Center.

112. On or about September 17, 1985, in Washington, D.C., an employee of the defendant NAPCO visited the Niger Embassy, Office of First Counselor, and delivered invoice No. 336-33667, in the amount of \$34,696.37, concerning contract No. 3324-24818.

113. On or about September 18, 1985, in Washington, D.C., an employee of the defendant NAPCO met with Barke regarding unpaid NAPCO invoices, including invoice No. 336-33667.

114. On or about September 20, 1985, the defendant NAPCO issued and mailed its check, No. 163841, in the amount of \$17,948.60, to Diners Club, Inc. in Denver, Colorado. Of this amount, \$2,028. was payment for the airline tickets purchased for Barke's wedding and honeymoon travel.

115. On or about September 24, 1985, in Hopkins, Minnesota, an employee of the defendant NAPCO drafted a note inquiring as to whether NAPCO had a signed commission agreement with Amadou Mailele,' and if the agreement with "E. Dave" had been cancelled. In response, a NAPCO officer reported that Napco had an agreement with Mailele and that the cancellation of "E. Dave" agreement had been "taken care of."

116. On or about September 27, 1985, in Washington, D.C., an employee of the defendant NAPCO visited Barke and inquired about contract 3324-30345. Barke agreed to call DSAA to seek expeditious approval by DSAA.

117. On or about October 4, 1985, in Washington, D.C., an employee of the defendant NAPCO visited and delivered to the Niger Embassy invoice No. 336-33803, in the amount of \$4,827.80, concerning contract No. 3324-24818 and requested assistance in obtaining expeditious payment through DSAA.

118. On or about October 9, 1985, in Hopkins, Minnesota, an employee of the defendant NAPCO sent a telex message to Credit Lyonnais in Paris, France, requesting that funds be transferred from the Amadou Mailele account to an account in Niamey, Niger.

119. On or about October 11, 1985, in Washington, D.C., an employee of the defendant NAPCO delivered to the Niger Embassy invoice No. 336-33863, in the amount of \$54,319.76, concerning contract No. 3324-24818, and requested assistance in obtaining expeditious payment through DSAA.

120. On or about October 15, 1985, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a sales representative agreement for Amadou Mailele.

121. On or about October 31, 1985, in Washington, D.C., an employee of the defendant NAPCO met with Barke, and delivered invoice No. 336-34005 in the amount of \$33,596.55 in connection with contract No. 3324-24818 and requested his assistance for expeditious payment through DSAA.

122. On or about November 12, 1985, in Washington, D.C., an employee of the defendant NAPCO visited the Niger Embassy and delivered invoice No. 332-33925 in the amount of \$685.75 for payment through DSAA in connection with contract No. 3324-18557.

123. On or about November 12, 1985, in Washington, D.C., two NAPCO employees met with Barke to discuss NAPCO's payment under contract No. 3324-18557.

124. On or about November 14, 1985, in Washington, D.C., an employee of the defendant NAPCO delivered to the Niger Embassy invoice No. 332-34005, in the amount of \$8,460 to be processed for payment through DSAA in connection with contract No. 3324-18557.

125. On or about November 15, 1985, in Washington, D.C., an employee of the defendant NAPCO delivered to the Niger Embassy invoice No. 336-34097, in the amount of \$25,417.40, concerning contract No. 3324-24818 to be processed for payment through DSAA.

126. On or about November 22, 1985, in Hopkins, Minnesota, an officer of the defendant NAPCO signed, and caused to be delivered to DSAA, a certificate for contract No. 3324-30345 which reflected that commissions in the amount of \$47,662 had been or would be paid to Amadou Mailele.

127. On or about November 30, 1985, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report, No. 8525, in the amount of \$898.90 for Amadou Mailele concerning invoices No. 332-34005 and No. 332-33925 under contract No. 3324-18557.

128. On or about December 5, 1985, the FFB wire transferred \$193,810.29 to the defendant NAPCO's account at First National Bank of Minneapolis.

129. On or about December 31, 1985, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report No. 8559 for Amadou Mailele in the amount of \$28.60 for invoice No. 332-34193 under contract No. 3324-18557.

130. On or about January, 6, 1986, an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No.

336-34199, in the amount of \$54,492.14, concerning contract No. 3324-24818 and requested assistance for payment through DSAA. He also presented invoice No. 332-34193, in the amount of \$346.00.

131. On or about January 22, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a report reflecting that a total of \$51,048. had been paid to Mailele between August 1985 and December 31, 1985.

132. On or about January 22, 1986, the FFB wire transferred \$61,325.49 to NAPCO's account at First National Bank of Minneapolis.

133. On or about January 23, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger NAPCO invoice No. 332-34005, in the amount of \$8,460., under contract No. 3324-18557.

134. On or about January 29, 1986, in Washington, D.C., a NAPCO employee requested assistance from the Niger Embassy in obtaining a letter of confirmation from DSAA concerning contract No. 3324-24818.

135. On or about January 31, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States caused to be prepared and placed in NAPCO's files a commission report No. 8590 for Amadou Mailele in the amount of \$5,625.18 under contract No. 3324-24818. On the preceding day, January 30, 1986, DSAA had approved the third

NAPCO contract, No. 3324-30345, with the MOD of the Government of Niger for FMS funding, in the amount of \$1,550,000.

136. On or about February 14, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Niger Embassy, invoice No. 336-34514, in the amount of \$20,553.50, under contract No. 3324-24818 and requested assistance for expeditious payment through DSAA.

137. On or about March 6, 1986, a NAPCO officer traveled via commercial airline between Minneapolis, Minnesota and Washington, D.C., to meet with a representative of the Government of Niger.

138. On or about March 12, 1986, the FFB wire transferred \$89,306.54 to NAPCO's account at First National Bank of Minneapolis.

139. On or about April 30, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report, No. 8665, for Amadou Mailele in the amount of \$8,577.17, under contract No. 3324-24818.

140. On or about May 15, 1986, the FFB wire transferred \$74,010.91 to NAPCO's account at First National Bank of Minneapolis.

141. On or about May 21, 1986, an officer of the defendant NAPCO traveled via commercial airline between Minneapolis, Minnesota and Washington, D.C., to meet with a representative of the Government of Niger.

142. On or about May 31, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report, No. 8685, for Amadou Mailele in the amount of \$1,270.29, under contract No. 3324-24818.

143. On or about May 31, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report, No. 8686, for Amadou Mailele in the amount of \$5,311.18, under contract No. 3324-24818.

144. On or about May 31, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators known and unknown to the United States, caused to be prepared and placed in NAPCO's files a handwritten letter purportedly from Mailele stating that, as of June 1, 1986, Amadou Mailele would no longer represent NAPCO.

145. On or about June 1, 1986, Fatouma Mailele Boube traveled from Niamey, Niger to Paris, France, where she opened Credit Lyonnais account No. [REDACTED].

146. On or about June 1, 1986, Fatouma Mailele Boube traveled from Paris, France to New York, New York, where she received certain documents by mail from, and spoke with, an officer of the defendant NAPCO on the telephone for the purpose of receiving instructions concerning the documents. Thereafter, she signed the documents and mailed them from New York City to a NAPCO officer in Hopkins, Minnesota.

147. On or about June 1, 1986, the defendant NAPCO and its coconspirators known and unknown to the United States, caused to be prepared and placed in NAPCO's files a sales representative agreement for Fatouma Mailele Boube.

148. On or about June 18, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Niger Embassy invoice No. 336-35230, in the amount of \$2,430.28, invoice No. 336-35249, in the amount of \$19,872.70 and invoice No. 336-35237, in the amount of \$1,774.20.

149. On or about June 20, 1986, in Washington, D.C., a NAPCO employee delivered to the Embassy of Niger invoice No. 336-35301, in the amount of \$6,088.90; invoice No. 336-35288, in the amount of \$2,108.09; invoice No. 336-35302, in the amount of \$7,637.13 and invoice No. 336-35265, in the amount of \$3,027.46, all under contract No. 3324-24818, and requested expeditious payment through DSAA.

150. On or about July 2, 1986, the FFB wire transferred \$53,159.29 to NAPCO's account at First National Bank of Minneapolis.

151. On or about July 3, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35282, in the amount of \$2,116.47 and invoice No. 336-35350, in the amount of \$11,650.70, both under contract No. 3324-24818, and invoice No. 336-35326, in the amount of \$4,569.73, under contract No. 3369-30345 and requested assistance in obtaining expeditious payment through DSAA.

152. On or about July 7, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a memorandum, regarding contract No. 3369-30345, which indicated that the commission payable on the contract "may be 10 percent -- \$47,000 from FMS as declared and the balance from NAPCO's general corporate funds."

153. On or about July 7, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35376, in the amount of \$1,707.18, concerning contract No. 3324-30345.

154. On or about On or about July 7, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a request for a voucher check in the amount of \$20,000. for a payment to Fatouma Mailele Boube.

155. On or about July 8, 1986, in Hopkins, Minnesota, an officer of the defendant NAPCO advised a NAPCO employee that the \$20,000. advance in commission payments for Boube was "for future business" in Niger.

156. On or about July 9, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused the First National Bank of Minneapolis to wire transfer \$20,000. to Boube's account No. [REDACTED] at Credit Lyonnais in Paris.

157. On or about July 11, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35390, in the amount of \$1,670.59, and requested expeditious payment through DSAA.

158. On or about July 14, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35279, in the amount of \$362.78 concerning contract No. 3324-24818, and requested payment through DSAA.

159. On or about July 18, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35448, in the amount of \$3,101.44, under contract No. 3324-30345 for payment through DSAA.

160. On or about July 28, 1986, in Washington, D.C., an employee for the defendant NAPCO delivered to the Embassy of Niger invoice No. 332-35455, in the amount of \$1,953.59, under contract No. 3324-18557 and requested payment through DSAA.

161. On or about July 29, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-34840, in the amount of \$15,878.43, under contract No. 3324-24818 and requested payment through DSAA.

162. On or about July 31, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35497, in the amount of \$30,764.03, and invoice No. 336-35487, in the amount of \$7,783.90, under contract No. 3324-30345.

163. On or about August 4, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-34840, in the amount of \$15,878.43, under contract No. 3324-24818.

164. On or about August 5, 1986, the FFB wire transferred \$51,885.52 to NAPCO's account at First National Bank of Minneapolis.

165. On or about August 7, 1986, in Washington, D.C., an employee of the defendant NAPCO visited the Embassy of Niger and requested assistance in resubmitting bills for invoice Nos. 336-34963 and 336-34964.

166. On or about August 11, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger documents concerning contract No. 3324-24818 and requested assistance for expeditious payment through DSAA and proposed a contract for the use of \$2.5 million of United States Military Assistance Program funds allocation for Fiscal Year 1987.

167. On or about August 13, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35544, in the amount of \$9,048.46, under contract No. 3324-30345 and requested assistance for expeditious payment through DSAA.

168. On or about August 21, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35624, in the amount of \$2,867.55 under contract No. 3324-30345 and requested submittal to DSAA for payment.

169. On or about August 25, 1986, in Washington, D.C., an employee of the defendant NAPCO delivered to the Embassy of Niger invoice No. 336-35662, in the amount of \$2,887.05, under contract No. 3324-30345 for payment through DSAA.

170. On or about August 29, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report for the Boube account in the amount of \$1,899.15, concerning contract No. 3324-30345.

171. On or about September 15, 1986, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused NAPCO's 1985 Corporate Income Tax Return, Form 1120, to be prepared and mailed to the Internal Revenue Service at its Andover, Massachusetts Service Center.

172. On or about September 26, 1986, the FFB wire transferred \$101,264.64 to NAPCO's account at First National Bank of Minneapolis.

173. On or about September 30, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report for Fatouma Mailele Boube, in the amount of \$4,772.83, under contract No. 3324-24818.

174. On or about September 30, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's

files a commission report for Fatouma Mailele Boube, in the amount of \$1,980.84, under contract No. 3324-30345.

175. On or about October 24, 1986, the FFB wire transferred \$15,878.43 to NAPCO's account at First National Bank of Minneapolis.

176. On or about October 29, 1986, in Hopkins, Minnesota, an officer of the defendant NAPCO requested an advance commission for Fatouma Mailele Boube in the amount of \$20,000. under contract No. 3324-30345.

177. On or about October 31, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused the First Bank of Minneapolis to wire transfer \$20,000. to Fatouma Mailele Boube's Credit Lyonnais account, No. [REDACTED] in Paris.

178. On or about October 31, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files a commission report for Fatouma Mailele Boube, in the amount of \$1,286.59, under contract No. 3324-24818.

179. On or about November 5, 1986, an officer of the defendant NAPCO traveled via commercial airline from Minneapolis, Minnesota to Niamey, Niger to meet with officials of the Government of Niger, including Tiemogo.

180. On or about November 4, 1986, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and mailed a letter to

the First National Bank of Minneapolis confirming the instruction to wire transfer \$20,000. to Fatouma Mailele Boube's account at Credit Lyonnais, in Paris.

181. On or about December 1, 1986, the FFB wire transferred \$75,680.98 to NAPCO's account at First National Bank of Minneapolis.

182. On or about December 23, 1986, the FFB wire transferred \$89,367.59 to NAPCO's account at First National Bank of Minneapolis.

183. On or about January 21, 1987, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and placed in NAPCO's files an agent history report of payments to "E. Dave" in the amount of \$39,788.83.

184. On or about February 23, 1987, the FFB wire transferred \$223,560.42 to NAPCO's account at First National Bank of Minneapolis.

185. On or about February 27, 1987, the FFB wire transferred \$175,727.76 to NAPCO's account at First National Bank of Minneapolis.

186. On or about March 2, 1987, in Washington, D.C., the Government of Niger signed a fourth contract with NAPCO, No. 3324-41505, in the amount of \$287,315.99.

187. On or about March 6, 1987, in Hopkins, Minnesota, defendant NAPCO paid Dornier \$223,560.42 for services rendered and billed by Dornier under contract No. 3324-30345.

188. On or about March 16, 1987, the FFB wire transferred \$80,998.30 to NAPCO's account at First National Bank of Minneapolis.

189. On or about April 21, 1987, the FFB wire transferred \$81,144.62 to NAPCO's account at First National Bank of Minneapolis.

190. On or about May 11, 1987, the FFB wire transferred \$57,313.35 to NAPCO's account at First National Bank of Minneapolis.

191. On or about May 13, 1987, Barke sent a telex to a NAPCO official in Hopkins, Minnesota, informing him of his plans to visit the United States during the period May 22 through May 28, 1987.

192. On or about May 13, 1987, an officer of the defendant NAPCO replied to Barke via telex stating that Barke should "phone when you arrive USA for discussions."

193. On or about May 20, 1987, in Hopkins, Minnesota, an officer of the defendant approved the purchase of a prepaid round trip ticket for Tiemogo to travel via commercial airline from San Antonio, Texas to Washington, D.C., to be charged to the Amadou Mailele commission account.

194. On or about May 22, 1987, Tiemogo traveled via commercial airline from San Antonio, Texas to Washington, D.C.

195. On or about May 25, 1987, in Washington, D.C., an officer of the defendant NAPCO met with Tiemogo and Barke at a Holiday Inn, on Connecticut Avenue, Washington, D.C.

196. On or about July 31, 1987, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and mailed to the DSAA in Arlington, Virginia, a certification which indicated that Fatouma Mailele Boube would be the recipient of commissions in the amount of \$14,366. under NAPCO purchase contract No. 3324-41505.

197. On or about August 4, 1987, in Hopkins, Minnesota, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused to be prepared and mailed to DSAA in Arlington, Virginia, a letter representing that the Dornier portion under NAPCO's contract with the Government of Niger would not exceed 18 percent.

198. On or about September 15, 1987, the defendant NAPCO and its coconspirators, known and unknown to the United States, caused NAPCO's 1986 Corporate Income Tax Return, Form 1120, to be prepared and mailed to the Internal Revenue Service at its Andover, Massachusetts Service Center.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO

1. Paragraphs A.1 through 12 and E.1 through 198 of Count One of this Information are hereby incorporated by reference and realleged as though set forth in full herein.

2. On or about May 25, 1984, in the District of Minnesota, the defendant, NAPCO, an issuer as that term is used in 15 U.S.C. §78dd-1(a), used and caused the use of the mails that is, the mailing of a signature card and instructions from Hopkins, Minnesota to Washington, D.C., corruptly in furtherance of an offer, promise to pay and authorization of the payment of money, that is, approximately ten percent (10%) of contracts between the defendant NAPCO and the Government of the Republic of Niger, and the payment of the first installment of those funds, to foreign officials Tahirou Barke Doka and Captain Ali Tiemogo for the purpose of influencing the acts and decisions of Barke and Tiemogo in their official capacity and inducing them to use their influence with the Ministry of Defense of the Government of Niger so as to affect and influence the acts and decisions of said Ministry of Defense in order to obtain and retain purchase contracts for aircraft spare parts and maintenance for defendant NAPCO.

All in violation of Title 15, United States Code, Sections 78dd-1(a)(1) and (3), 78dd-1(b) and 78ff(c)(1); and Title 18, United States Code, Section 2.

COUNT THREE

1. Paragraphs A.1 through 12 and E.1 through 198 of Count One of this Information are hereby incorporated by reference and realleged as though set forth in full herein.

2. On or about September 16, 1985, in the District of Minnesota, the defendant NAPCO, did willfully aid, assist in, and procure, counsel, and advise the preparation and presentation to the Internal Revenue Service of a U.S. Corporation Income Tax Return, Form 1120, of NAPCO INTERNATIONAL, INC., and subsidiaries, for the calendar year 1984, which was false and fraudulent as to a material matter, in that it represented that NAPCO was entitled under the provisions of the Internal Revenue Code to claim deductions for sales commission, whereas, as the defendant then and there well knew and believed the U.S. Corporation Income Tax Return contained in it deductions for bribes to foreign officials in violation of the Foreign Corrupt Practices Act of 1977, in the amount of \$39,788.83, which under provisions of the Internal Revenue Code were non-deductible, non-allowable expenses.

All in violation of Title 26, United States Code, Section  
7206(2).

Respectfully submitted,

JEROME G. ARNOLD  
United States Attorney

By:

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