

AUG 03 2010

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
DANVILLE DIVISION

JULIA C. DUDLEY, CLERK
BY: *H. McDonald*
DEPUTY CLERK

UNITED STATES OF AMERICA)
)
 v.)
)
 BOBBY JAY ELKIN, JR.,)
)
 Defendant.)
 _____)

Case No. 4:10CR00015

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B), Federal Rules of Criminal Procedure, the United States of America and the defendant, BOBBY JAY ELKIN, Jr., enter into the following agreement:

1. This constitutes the plea agreement between BOBBY JAY ELKIN, Jr. (the "defendant") and the United States Attorney's Office for the Western District of Virginia and the United States Department of Justice, Criminal Division, Fraud Section (the "Department") in the above-captioned case. This agreement does not bind any other federal, state or local prosecuting, administrative or regulatory authorities.

PLEA

2. The defendant gives up the right to indictment by a grand jury and agrees to plead guilty to an Information charging the defendant with one count of conspiracy to violate the laws of the United States in violation of Title 18, United States Code, Section 371, that is, to violate the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-2(a).

THE OFFENSE

3. In order for the defendant to be guilty of a violation of Title 18, United States Code, Section 371, the following must be true: (1) the defendant and at least one other person agreed with each other to commit an offense as charged in the Information; (2) the defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it; and (3) one of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

PENALTIES AND RESTITUTION

4. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371 is five years' imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the pecuniary gain or loss resulting from the offense, whichever is greater; and a mandatory special assessment of \$100.

5. Supervised release is a period of time following imprisonment during which the defendant will be subject to various restrictions and requirements. The defendant understands that if he violates one or more of the conditions of any supervised release imposed, he may be returned to prison for all or part of the term of supervised release, which could result in the defendant serving a total term of imprisonment greater than the statutory maximum stated above.

6. The defendant also understands that, by pleading guilty, he may be giving up valuable government benefits and valuable civil rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury.

7. The defendant further understands that his conviction in this case may subject him to various collateral consequences, including but not limited to, deportation, revocation of probation, parole, or supervised release in another case, and suspension or revocation of a professional license. The defendant understands that unanticipated collateral consequences will not serve as grounds to withdraw his guilty plea.

8. The defendant understands that he may be required to pay restitution to the victims of the offense. The defendant agrees that the amount of restitution ordered, if any, is not restricted to the amounts alleged in the count to which he is pleading guilty and may include losses arising from all relevant conduct in connection with this count. The defendant further agrees that he will not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

FACTUAL BASIS

9. The defendant and the United States agree and stipulate to the statement of facts in the attached Exhibit A. This statement of facts includes facts sufficient to support a plea of guilty to the charge described in this agreement and to establish the sentencing guideline factors set forth in paragraph 12 below. It is not meant to be a complete recitation

of all facts relevant to the underlying criminal conduct or all facts known to the defendant that relate to that conduct.

WAIVER OF CONSTITUTIONAL RIGHTS

10. By pleading guilty, the defendant gives up the following rights:

- a) The right to persist in a plea of not guilty.
- b) The right to a speedy and public trial by jury.
- c) The right to the assistance of legal counsel at trial and at every other stage of the proceeding, including, if the defendant could not afford an attorney, the right to have the Court appoint one for him.
- d) The right to be presumed innocent and to have the burden of proof placed on the government to prove the defendant guilty beyond a reasonable doubt.
- e) The right to confront and cross-examine witnesses against the defendant.
- f) The right, if the defendant wished, to testify on his own behalf and present evidence in opposition to the charges, including the right to call witnesses and to subpoena those witnesses to testify.
- g) The right not to be compelled to testify, and, if the defendant chose not to testify or present evidence, to have that choice not be used against him.

11. By pleading guilty, the defendant also gives up any and all rights to pursue any defenses to the charge the defendant is pleading guilty to, including affirmative defenses,

Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed. The defendant knowingly and voluntarily waives any defense based on the statute of limitations or any other defense based on the passage of time in filing an indictment or information against the defendant with respect to any criminal offense in connection with the defendant's criminal conduct as described herein.

SENTENCING FACTORS

12. The defendant understands that the Court is required to consider the United States Sentencing Guidelines, among other factors, in determining the defendant's sentence. The defendant understands, however, that the Sentencing Guidelines are advisory only, and that after considering the Sentencing Guidelines, the Court is free to exercise its discretion to impose any reasonable sentence up to the maximum set by statute for the crimes of conviction. The defendant and the Department agree, pursuant to *United States v. Booker*, that they will not seek any departures from the applicable Sentencing Guidelines range other than a reduction for acceptance of responsibility or via a motion for substantial assistance brought in the sole discretion of the Department, as described in paragraphs 19 and 20.

13. The United States and the defendant agree that, although not binding on the probation office or the Court, they will jointly recommend that the Court make the following findings and conclusions as to the sentence to be imposed:

a) The 2003 edition of the Sentencing Guidelines Manual governs the sentence to be imposed in this case.

b) The total value of the corrupt payments for purposes of U.S.S.G. § 2B1.1(b) as set forth in the statement of facts, is \$3,050,672.

c) The defendant's Sentencing Guidelines calculation is as follows:

| | |
|---|------------|
| Base Offense Level; U.S.S.G. § 2C1.1(a) | 10 |
| More than one bribe; U.S.S.G. § 2C1.1(b)(1) | + 2 |
| Net value of benefit to company (\$4,816,775) is more than \$2,500,000 but less than \$7,000,000; U.S.S.G. §§ 2C1.1(b)(2), 2B1.1(b)(1)(J) | + 18 |
| Manager or supervisor of criminal activity involving five or more participants or was otherwise extensive; U.S.S.G. § 3B1.1(b) | + 3 |
| Acceptance of Responsibility; U.S.S.G. §§ 3E1.1(a) & (b) | <u>- 3</u> |
| TOTAL OFFENSE LEVEL | 30 |

14. Based on a total offense level of 30, the applicable guidelines range (assuming a Criminal History Category of I) is 97-121 months. U.S.S.G. § 5G1.1(a) states that where the statutorily authorized maximum sentence is less than the minimum of the applicable guideline range, the statutorily authorized maximum sentence shall be the guideline sentence. Because the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371, is five years' imprisonment and is less than the bottom of the applicable guideline range, the defendant and the Department agree that the maximum guidelines sentence is five years' imprisonment.

15. There is no agreement as to the defendant's criminal history or criminal history category.

16. The stipulations in this agreement do not bind either the United States Probation Office or the Court. Both the defendant and the Department are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the Court; (b) correct any and all factual misstatements relating to the calculation of the sentence; and (c) argue on appeal and collateral review that the Court's sentencing guidelines calculations are in error, although each party agrees to maintain its view that the calculations in paragraph 12 are correct and consistent with the facts of this case.

THE DEFENDANT'S OBLIGATIONS

17. The defendant agrees that he will:
- a) Plead guilty as set forth in this agreement.
 - b) Abide by all sentencing stipulations contained in this agreement.
 - c) Appear as ordered for all court appearances, surrender as ordered for service of sentence, obey all conditions of bond, and obey any other ongoing court order in this matter.
 - d) Not commit any crime (offenses which would be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are not within the scope of this agreement).
 - e) Be truthful at all times with the Department, Pretrial Services, the U.S. Probation Office, and the Court.
 - f) Pay the applicable special assessment at or before the time of sentencing.

18. The defendant further agrees to cooperate fully with the Department, including the Federal Bureau of Investigation, and, as directed by the Department with any other federal, state, local, or foreign law enforcement agency including the Serious Fraud Office in the United Kingdom. This cooperation requires the defendant to:

a) Respond truthfully and completely to all questions that may be put to the defendant, whether in interviews, before a grand jury, or at any trial or other court proceeding.

b) Attend all meetings, grand jury sessions, trials or other proceedings at which the defendant's presence is requested by the Department or compelled by subpoena or court order.

c) Produce voluntarily all documents, records, or other tangible evidence relating to matters about which the Department, or its designee, inquires.

d) Make a full, accurate, and complete disclosure to the Department and the Probation Office of the circumstances surrounding the relevant offense and the defendant's present financial condition.

THE DEPARTMENT'S OBLIGATIONS

19. If the defendant complies fully with all his obligations under this agreement, the Department agrees:

a) To abide by all sentencing stipulations contained in this agreement.

b) At the time of sentencing, provided that the defendant demonstrates an acceptance of responsibility for the offense up to and including at the time of sentencing, to recommend a two-level reduction in the applicable sentencing guideline offense level, pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary, move for an additional one-level reduction if available under that section.

c) In connection with the defendant's sentencing, to bring to the Court's attention the nature and extent of the defendant's cooperation.

d) If the Department determines, in its sole and exclusive judgment, that the defendant has provided substantial assistance to law enforcement in the prosecution or investigation of others ("substantial assistance"), to move the Court pursuant to U.S.S.G. § 5K1.1 or Rule 35 of the Federal Rules of Criminal Procedure to impose a sentence below the sentencing range otherwise dictated by the sentencing guidelines, provided that the defendant complies with all his obligations under this agreement. The defendant acknowledges and agrees, however, that nothing in this agreement may be construed to require the Department to file such a motion and that the Department's assessment of the nature, value, truthfulness, completeness, and accuracy of the defendant's cooperation shall be binding on the defendant.

e) Except for criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371), not to further prosecute defendant for violations arising out of and relating to the defendant's conduct described in the stipulated statement of facts set forth in Exhibit A. The defendant understands that the Department is

free to prosecute the defendant, however, for any other unlawful past conduct, any unlawful conduct that occurs after the date of this agreement, or any unlawful conduct that arose during the period referenced in the stipulated statement of facts if such conduct was not disclosed by the defendant to the Department prior to the date of this agreement. The defendant agrees that at the time of sentencing the Court may consider the uncharged conduct in determining the applicable Sentencing Guidelines range, where the sentence should fall within that range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the Sentencing Guidelines and all other relevant factors.

SUBSTANTIAL ASSISTANCE

20. The defendant understands the following:

a) Any knowingly false or misleading statement by the defendant will subject him to prosecution for false statement, obstruction of justice, and perjury and will constitute a breach by defendant of this agreement.

b) Nothing in this agreement requires the Department or any other prosecuting or law enforcement agency to accept any cooperation or assistance that the defendant may offer, or to use it in any particular way.

c) The defendant cannot withdraw his guilty plea if the Department does not make a motion pursuant to U.S.S.G. § 5K1.1 or Rule 35 of the Federal Rules of Criminal Procedure for a reduced sentence or if the Department makes such a motion and the Court does not grant it.

d) At this time, the Department makes no agreement or representation as to whether any cooperation that the defendant has provided or intends to provide constitutes substantial assistance. The decision whether the defendant has provided substantial assistance rests solely within the discretion of the Department.

e) The Department's determination of whether the defendant has provided substantial assistance will not depend in any way on whether the government prevails at any trial or court hearing in which the defendant testifies.

f) The Court is under no obligation to grant a motion by the Department pursuant to U.S.S.G. § 5K1.1 or Rule 35 should the Department exercise its discretion to file such a motion.

BREACH OF AGREEMENT

21. If the defendant, at any time between the execution of this agreement and the defendant's sentencing on a non-custodial sentence or surrender for service on a custodial sentence, knowingly violates or fails to perform any of his obligations under this agreement ("a breach"), the Department may declare this agreement breached. If the Department declares this agreement breached, the defendant will not be able to withdraw his guilty plea, and the Department will be relieved of all of its obligations under this agreement.

22. Following a breach of this agreement by the defendant, should the Department elect to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a) The defendant agrees that any applicable statute of limitations is tolled between the date of the defendant's signing of this agreement and the commencement of any such prosecution or action.

b) The defendant gives up all defenses based on the statute of limitations, any claim of preindictment delay, or any speedy trial claim with respect to any such prosecution, except to the extent that such defenses existed as of the date of the defendant's signing of this agreement.

c) The defendant agrees that all prior statements made by the defendant, including but not limited to the stipulated statement of facts attached to this agreement, and all evidence derived from these statements are admissible against the defendant in any future prosecution of the defendant, and the defendant shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that the statements or any evidence derived from any statements should be suppressed or are inadmissible.

WAIVER OF APPEAL

23. The defendant knowingly and voluntarily waives all his rights to appeal the sentence imposed by the Court, and the manner in which the sentence is determined, pursuant to 18 U.S.C. § 3742(a) and the grounds listed therein, or on any other grounds.

24. It is agreed that the United States shall retain all of its rights to appeal any sentence imposed in this matter.

COURT NOT A PARTY

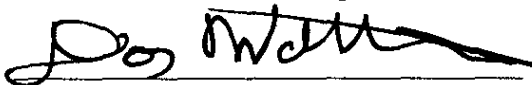
25. The Court is not a party to this agreement and need not accept any of the Department's sentencing recommendations or the parties' stipulations. Even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from any stipulation, and/or imposes any sentence up to the maximum established by statute, the defendant cannot, for that reason, withdraw his guilty plea, and the defendant will remain bound to fulfill all the defendant's obligations under this agreement. No one – not the prosecutor, the defendant's attorney, or the Court – can make a binding prediction or promise regarding the sentence the defendant will receive, except that it will be within the statutory maximum.

NO ADDITIONAL AGREEMENTS


26. Except as set forth herein, there are no promises, understandings or agreements between the Department and the defendant or his counsel. Nor may any additional agreement, understanding or condition be entered into unless in a writing signed by all parties or on the record in court.

AGREED AND ACCEPTED:

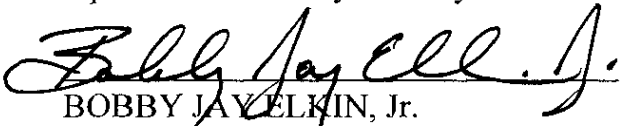
TIMOTHY J. HEAPHY
United States Attorney
Western District of Virginia

By: 
DONALD R. WOLTHUIS
Assistant United States Attorney

DENIS J. McINERNEY, CHIEF
Fraud Section, Criminal Division
United States Department of Justice

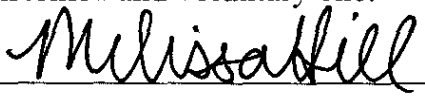
By: 
JOHN A. MICHELICH
Senior Trial Attorney
Fraud Section, Criminal Division

I have read this agreement and carefully discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this agreement. No promises or inducements have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.


BOBBY JAY ELKIN, Jr.
Defendant

3 Aug 10
Date

I am BOBBY JAY ELKIN, Jr.'s attorney. I have carefully discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this agreement. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.


WADE SMITH or MELISSA HILL
THARRINGTON SMITH, LLP
Counsel for Defendant BOBBY JAY ELKIN, Jr.

8/03/10
Date

EXHIBIT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by this reference as part of the Plea Agreement between the United States Department of Justice (the “Department”) and defendant Bobby Jay Elkin, Jr. (“ELKIN”), and the parties hereby agree and stipulate that the following information is true and accurate. If this matter were to proceed to trial, the United States would prove beyond a reasonable doubt, by admissible evidence, the facts alleged in the Information. This evidence would establish the following:

1. Prior to 2005, Company A, a publicly traded Virginia corporation, was a leaf tobacco merchant and maintained its principal place of business in Danville, Virginia. Company A purchased and processed leaf tobacco grown throughout the world and sold it to manufacturers of tobacco products. Company B, also operated as a leaf tobacco merchant worldwide. Both Company A and Company B were “issuers” within the meaning of the FCPA, 15 U.S.C. § 78dd-1(a).

2. In 2005, Company A and Company B merged to form Company C, which also was engaged in business as a leaf tobacco merchant worldwide. Company C was a publicly traded Virginia corporation which maintained its principal place of business in Raleigh, North Carolina, and was an “issuer” within the meaning of the FCPA, 15 U.S.C. § 78dd-1(a).

3. Company A had been purchasing tobacco from growers in the Kyrgyz Republic (“Kyrgyzstan”) since approximately 1994. Prior to 2005, Company A maintained a subsidiary corporation, organized under the laws of the Republic of Kyrgyzstan (the “Kyrgyz

Subsidiary”), which purchased and processed tobacco grown in Kyrgyzstan, and shipped processed tobacco to Company A’s customers throughout the world. After the 2005 merger, Company C continued to operate in Kyrgyzstan.

4. Defendant ELKIN was an American citizen from North Carolina who began working for Company A in approximately 1992 as a tobacco blending and grading supervisor. In early 1996, Company A transferred ELKIN to Kyrgyzstan, and he was promoted to Country Manager for the Kyrgyz Subsidiary in Kyrgyzstan in or about November 1996. Accordingly, defendant ELKIN was a “domestic concern” within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(1)(A).

5. In or about spring 1996, the Government of Kyrgyzstan established the Kyrgyz Tamekisi (“Tamekisi”), an agency and instrumentality of the government, to manage and control the government-owned shares of the tobacco processing facilities throughout Kyrgyzstan. “Kyrgyz Official A,” served as the General Director of the Tamekisi. Kyrgyz Official A was a “foreign official” within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

6. On or about September 27, 1996, Company A entered into a written agreement with the Tamekisi concerning the manner in which Company A would be allowed to conduct business in Kyrgyzstan.

7. On or about October 22, 1996, a senior executive involved in Company A’s European operations and Kyrgyz Official A agreed to a written amendment to the previous agreement whereby the Tamekisi agreed, among other things, to issue a license to Company

A to process and export 2000 tons of tobacco from the 1996 crop. Further, Company A agreed to pay the Tamekisi \$0.18 per kilogram for future tobacco processing services plus an additional \$0.05 per kilogram for “financial assistance.”

8. On or about September 26, 1997, defendant ELKIN wrote a memorandum that was sent by facsimile transmission from the offices of a subsidiary of Company A in Aalsmeer, Netherlands, to officers of Company A or its subsidiaries located at its corporate offices in Danville, Virginia, in which he stated: “As in last years situation, there are also some ‘special assistance’ charges that will have to be included as was the case last year. In last years case, we paid the Kyrgyztamekisi \$0.05 per kilogram as a development charge for the tobacco market. This year the charge has been reduced to \$0.025 per kilogram as development money but, they also want an additional \$0.02 per kilogram which will be ‘black’ money. This black money will be split 4 ways one part to [Kyrgyz Official A], one part to [Kyrgyz Official B], one part to [Kyrgyz Official C] and one part to [Company A].”

9. From in or about October 1996, and continuing through at least February 2004, defendant ELKIN and other co-conspirators personally delivered cash payments on behalf of Company A and the Kyrgyz Subsidiary to Kyrgyz Official A totaling approximately \$2,674,060. These payments were calculated roughly at the rate of \$0.05 per kilogram of tobacco processed by the Tamekisi and represented the “financial assistance” called for in the written agreement, although the Tamekisi performed no additional services to Company A. In fact, the “financial assistance” payments to Kyrgyz Official A were bribes, intended by ELKIN and other known and unknown officers and employees of Company A to

influence acts or decisions of Kyrgyz Official A in his official capacity and to secure Company A's continued access to the tobacco processing facilities controlled by the Tamekisi.

10. In Kyrgyzstan, each local governmental unit was headed by an official known as an "Akim," who exercised authority over the sale of tobacco by the growers within the municipality or local geographical area. Beginning in or about 1996, it became necessary for the Kyrgyz Subsidiary and defendant ELKIN to obtain approval from local Akims to purchase tobacco from the growers in each area. Several of the Akims demanded payment of a "commission" from defendant ELKIN, in order to secure the relevant Akim's approval for the Kyrgyz Subsidiary to purchase tobacco from local growers.

11. From in or about January 1996, and continuing through at least March 2004, defendant ELKIN and other co-conspirators personally delivered numerous cash payments on behalf of Company A and the Kyrgyz Subsidiary to the Akims of five different municipalities totaling approximately \$254,262. In fact, the payments to the Akims were bribes, intended to influence the acts and decisions of the Akims and to secure the Kyrgyz Subsidiary's continued ability to purchase tobacco from growers in the municipalities controlled by the Akims.

12. During periodic audits of the Kyrgyz Subsidiary's business affairs in Kyrgyzstan, the Kyrgyz Tax Inspection Police assessed penalties and threatened to shut down the Kyrgyz Subsidiary of Company A. From in or about March 2000 through in or about March 2003, defendant ELKIN and other co-conspirators made approximately nine cash

payments to officers of the Kyrgyz Tax Inspection Police totaling approximately \$82,850 in order to influence the acts and decisions of the Kyrgyz Tax Inspection Police and to secure the Kyrgyz Subsidiary's continued ability to conduct its business in Kyrgyzstan.

13. Company A and the Kyrgyz Subsidiary maintained a bank account in the name of defendant ELKIN and other Kyrgyz Subsidiary employees at the Demir Kyrgyz International Bank in Osh, Kyrgyzstan, that was known as the "special account." Defendant ELKIN and other co-conspirators withdrew cash from the special account, in the form of U.S. currency, which he and other co-conspirators used to make the payments to Kyrgyz Official A, the Akims and the Kyrgyz Tax Inspection Police as described above.

14. When defendant ELKIN and his co-conspirators needed to replenish money in the special account, he and other Kyrgyz Subsidiary employees sent requests for funds by electronic mail or facsimile transmission to other employees and officers of Company A located in the United Kingdom and the Netherlands. Each such request was accompanied by a wire transfer request form which ELKIN knew would be forwarded by other Company A employees to Company A's Financial Accounting Department in Danville, Virginia, by electronic mail or by facsimile transmission.

15. Funds were transferred into the special account at the Demir Kyrgyz International Bank from a bank account of a Swiss subsidiary of Company A maintained at the KBC Bank in Antwerp, Belgium.

16. On or about the dates set forth below, the defendant ELKIN and other co-conspirators delivered cash in United States currency in the amounts set forth below, totaling approximately \$2,674,060, to Kyrgyz Official A:

| Date | \$ Amount | Date | \$ Amount |
|--|-----------|-------------------|--------------------|
| October 1996 | 5,000 | February 2001 | 34,000 |
| December 1996 | 330,000 | March 2001 | 10,000 |
| October 1997 | 30,160 | June 2001 | 8,000 |
| October 1997 | 62,500 | June 2001 | 20,000 |
| July 1998 | 1,000 | July 2001 | 20,000 |
| August 1998 | 50,000 | August 2001 | 105,000 |
| October 1998 | 10,000 | December 7, 2001 | 10,000 |
| November 1998 | 50,000 | December 7, 2001 | 10,000 |
| January 1999 | 15,000 | January 9, 2002 | 85,000 |
| January 1999 | 48,000 | February 4, 2002 | 109,000 |
| April 1999 | 3,000 | May 24, 2002 | 51,000 |
| May 1999 | 45,000 | June 12, 2002 | 25,000 |
| September 1999 | 50,000 | November 22, 2002 | 20,000 |
| September 1999 | 90,000 | December 16, 2002 | 50,000 |
| November 1999 | 5,000 | February 8, 2003 | 115,000 |
| November 1999 | 70,000 | April 17, 2003 | 340,000 |
| March 2000 | 196,000 | June 13, 2003 | 13,400 |
| May 2000 | 34,000 | December 29, 2003 | 5,000 |
| September 2000 | 10,000 | February 2004 | 100,000 |
| October 2000 | 185,000 | February 28, 2004 | 135,000 |
| January 2001 | 94,000 | February 28, 2004 | 15,000 |
| TOTAL PAYMENTS TO KYRGYZ OFFICIAL A | | | \$2,674,060 |

17. On or about the dates set forth below, the defendant ELKIN and other co-conspirators delivered cash in United States currency in the amounts set forth below, totaling approximately \$195,562, to the Akim of the Nookat municipality:

| Date | \$ Amount | Date | \$ Amount |
|---|-----------|-------------------|------------------|
| January, 1996 | 700 | February, 2000 | 20,000 |
| January, 1996 | 1,600 | June, 2000 | 1,100 |
| January, 1996 | 500 | September, 2000 | 1,000 |
| January, 1996 | 500 | October, 2000 | 502 |
| January, 1996 | 1,500 | November, 2000 | 10,000 |
| December, 1996 | 1,000 | December, 2000 | 5,000 |
| February, 1997 | 2,000 | January, 2001 | 2,700 |
| March, 1997 | 2,000 | March, 2001 | 5,000 |
| March, 1997 | 9,000 | August, 2001 | 2,500 |
| April, 1997 | 5,000 | January 28, 2002 | 10,000 |
| October, 1997 | 1,500 | April 30, 2002 | 20,000 |
| November, 1997 | 2,000 | October 12, 2002 | 10,000 |
| September, 1998 | 500 | December 16, 2002 | 10,000 |
| September, 1998 | 5,000 | December, 2002 | 10,000 |
| September, 1998 | 5,000 | April 21, 2003 | 7,960 |
| December, 1998 | 2,000 | September 3, 2003 | 20,000 |
| January, 1999 | 4,000 | November 18, 2003 | 5,000 |
| November, 1999 | 2,000 | March 31, 2004 | 5,000 |
| November, 1999 | 4,000 | ----- | ----- |
| TOTAL PAYMENTS TO THE AKIM OF NOOKAT | | | \$195,562 |

18. On three separate occasions from June 2001 through December 2002, defendant ELKIN and other co-conspirators delivered cash in United States currency, totaling approximately \$6,700, to the Akim of the Aksy Municipality.

19. On nine separate occasions from March 1999 through February 2004 defendant ELKIN and other co-conspirators delivered cash in United States currency, totaling approximately \$46,000, to the Akim of the Alabuka municipality.

20. On December 11, 2002, defendant ELKIN and other co-conspirators delivered cash in United States currency, in the amount of approximately \$2,000 to the Akim of the Alafuko municipality.

21. On March 31, 2004, defendant ELKIN and other co-conspirators delivered cash in United States currency, in the amount of approximately \$4,000 to the Akim of the Chilik municipality.

* * *