

Memorandum



To : SAC, Miami (196-A-1056)

Date February 6, 1981

From : Director, FBI

Subject : SARKIS G. SOGHANALIAN, d/b/a
UNITED TRADE INTERNATIONAL, etc.;
[REDACTED] VICTIM

FBW; MF
00: Miami

Attached is the translation which you requested by airtel dated 11/18/80. Notarized translator's statement attached.

The contents thereof, where pertinent, must be reported under appropriate captions and afforded whatever investigative attention is necessary.

The foreign language material is returned herewith.

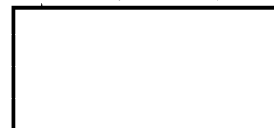
Enclosures (46) (30 translations, 16 foreign language material)

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*Please make
Sub file
of this. 3/19/81
and*

Sub E
196A-1056-1

FEB 9 1981



ADP

I, certify that the attached 15 translated instruments are true and correct translations of copies of 16 original instruments containing both French and English texts.

I further certify that copies of documents #9 and #15, received for translation, are identical.

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Translator-Interpreter
Federal Bureau of Investigation
Washington, D. C.

Subscribed and sworn to before me this 4th day of February, 1981.

Lee Ann Wolislagle
Notary Public

My Commission Expires April 30 1984

TRANSLATION FROM FRENCH AND
TRANSCRIPTION OF ENGLISH

Document No. 1

Sarkis G. Sognanalian
305 N. Hibiscus Drive
Hibiscus Island
Miami Beach, Florida 33139

Boca Investments Ltd.
Le Gallais Chambers
54 Bath Street
St. Helier, Jersey Channel Island

November 16, 1977

Invoice

a)	197 - M2IIB Calibre .50 Machine Guns		
	\$4,700.00 each	\$	925,900.00
b)	197 - Tripods	\$	770.00 each
		\$	151,690.00
	Air Freight - Lisbon, Portugal/ Nouadhibou, Mauritania	\$	76,000.00
	TOTAL		\$1,153,590.00

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"Merchandise of current production and certified to be new."

Please pay the above to
Full description of a) and b) above is as follows:
197 heavy machine guns, Browning type, model HBM2, .50 caliber,
with a maintenance accessory kit for each machine gun, cleaning
equipment, a spare barrel and an M3-tripod for each machine gun.
Packing: according to the standards of U.S. manufacturers for
air transportation of military equipment.

signed: Sarkis G. Sognanalian

for: Sarkis G. Sognanalian

signed: illegible

Attorney-in-Fact

EXHIBIT "7"

TRANSLATION FROM FRENCH

Document No. 2

BROWNING PRECISION TOOL CO.
276 S.W. 33 Court
Ft. Lauderdale, Florida 33315
(305) 672-4669

November 2, 1977

INSPECTION CERTIFICATE OF THE MANUFACTURING PLANT

Ministry of National Defense of the Islamic Republic of
Mauritania in Nouakchott

Browning Precision Tool Co. hereby certifies that the following material was inspected and found to be new under series number Lot A from 778550 thru 778558, 9 items; Lot B from 779042 thru 779157, 116 items, Lot C from 770158 thru 770229, 72 items, for a total of 197 heavy machine guns, type Browning, model HBM 2, .50 caliber, with an accessory maintenance kit for each machine gun, cleaning equipment, a spare barrel and a type M3 tripod for each machine gun; packing: according to the standards of manufacturers in the U.S.A. for the air transport of military equipment of U.S.A. origin, specifying that the manufacturing year is 1977.

See packing list.

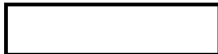

International Sales
(Seal)

EXHIBIT "10"

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TRANSLATION FROM FRENCH

Document No. 3

Browning Precision Tool Co.
276 S.W. 33 Court
Ft. Lauderdale, Florida 33315
(305) 672-4669



Exhibit

November 2, 1977

PACKING LIST

Wooden crates numbered from 1 to 197 and marked:

Ministry of National Defense of the Islamic Republic
of Mauritania, Nouakchott

Each crate contains:

A heavy machine gun, type Browning, model HBM 2, .50
caliber, with a maintenance accessory kit for each machine
gun, cleaning equipment, a spare barrel and a type M3
tripod for each machine gun.

Net Unit Weight	= 66 Kg.
Unit Tare	= 18 Kg.
Gross Unit Weight	= 84 Kg.
Dimensions	= 1.85 x .85 x .85 meters
Volume	= 1.3366 cubic meters
 Total Net Weight	 = 13,002 Kg.
Total Tare	= 3,546 Kg.
Total Gross Weight	= 16,548 Kg.
Total Volume	= 263.31 cubic meters

signed: S. Manoug
International Sales

EXHIBIT "8"

TRANSLATION FROM FRENCH

Document No. 4

Browning Precision Tool Co.
276 S.W. 33 Court
Ft. Lauderdale, Florida 33315
(305) 672-4669

November 2, 1977

CERTIFICATE OF ORIGIN
YEAR MANUFACTURED

Ministry of National Defense of the Islamic Republic of
Mauritania in Nouakchott

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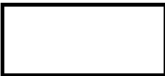
Series number Lot A from 778550 through 778558, 9 items; Lot B from 779042 through 779157, 116 items; Lot C from 770158 through 770229, 72 items, for a total of 197 heavy machine guns, type Browning, Model HBM 2, .50 caliber, with a maintenance accessory kit for each machine gun and cleaning equipment, a spare barrel and a type M3 tripod for each machine gun. According to the standards of U.S. manufacturers for air transport of military equipment of U.S.A. origin, specifying the year of manufacture as 1977. We certify that the above merchandise is of U.S.A. origin. We certify that the above merchandise was manufactured in 1977.

Signed:
International Sales

EXHIBIT "9"

TRANSLATION FROM FRENCH

Document No. 5

 Exhibit "15"

December 9, 1977

To the Minister of Defense
Of the Islamic Republic of Mauritania
Nouakchott, Mauritania

Your Excellency:

It is a privilege for us to inform you that our company is at your disposal to supply your glorious army with the following equipment:

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1. Light and heavy vehicles, for all kinds of terrain and all kinds of climates (tested in the desert).
2. Recoilless .106 guns.
3. Antiaircraft guns, 20 mm., mobile and stationary.
4. R151-A5 jeep vehicles equipped with 12.7 mm. (.50) machine guns.
5. Ammunition of all calibers.
6. M-16-A1 Colt rifle.
7. 7.62 mm. machine guns, M 60.
8. Armored personnel carriers.
9. Light scout and ground-attack planes, of the Argentinian Bocara type.
10. 70 mm. (217) rockets, with launchers.

In addition, our company is ready to make available to you without any obligation on your part three of its best military advisors, each known the world over in his field of specialization.

We extend our kindest regards.

Respectfully yours,

UNITED TRADE INTERNATIONAL, INC.

QRC INTERNATIONAL, LTD.



RMW:pk

EXHIBIT "15"

TRANSLATION FROM FRENCH

Document No. 6
"E"

SALES CONTRACT FOR ARMAMENT
STEP-BY-STEP OUTLINE

BETWEEN: The Ministry of National Defense of the Islamic Republic of Mauritania, represented by the Interim Charge d'Affaires, [redacted] called hereafter the buyer,

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Party of the first part

AND: Boca Investments Limited Company whose headquarters is at:
Le Gallais Chambers
54 Bath Street
St. Helier,
Jersey, Channel Islands.
represented by [redacted]
Director of the company, called hereafter the seller,

Party of the second part,

The following was discussed and agreed upon:

The seller, that is, Boca Investments Limited Company is agreeable to selling to the buyer, that is, the Ministry of National Defense of the Islamic Republic of Mauritania, the merchandise described as follows:

MERCHANDISE:

105 mm howitzer, type HE, NATO specifications
Weight: 14.9 kg. per unit.

QUANTITY: 5,000 units

PRICE: U.S. dollars 240 per unit, CAF Nouadhibou. In this case, CAF means by air transport and not by sea transport. This price is guaranteed to be fixed and definitive and not subject to review till conclusion of the transaction.

QUALITY:

This merchandise is currently manufactured merchandise and certified to be new. The government of Mauritania shall be able to return this merchandise to the seller in case it should not be in keeping with this specification, within a ten-day period. All merchandise found to be defective shall be replaced

at the expense of the seller on condition that every defect be notified by registered letter within fourteen (14) days beginning with the delivery date of the merchandise.

DELIVERY:

Sixty days after the opening of an acceptable letter of credit and an export permit approved by the responsible government of the country of origin.

ORIGIN: U.S.A. or European

PACKING:

According to the standards of the manufacturers for air transport, as required for all military equipment.

INSURANCE:

Insurance for the value of the merchandise as specified in the invoice plus ten percent (10%) of this value shall be covered at the expense of the seller. All additional insurance shall be at the expense of the buyer.

DOCUMENTS REQUIRED FOR THE EXPORT OF THE MERCHANDISE:

The buyer shall be required to furnish to the seller all documents required to export this merchandise and shall be required not to sell or export this merchandise by a separate document to be remitted to the seller. This document is necessary to obtain an exportation permit.

PAYMENT:

Fifteen percent of the order by bank transfer upon signing the contract, this amount constituting the expense for the transport and the packing. The eighty-five percent balance by letter of credit confirmed, irrevocable, divisible, transferable from bank to bank in foreign countries more than once, payable to Boca Investments Limited Company in care of:

Brussel Lambert.
Lange Gasthuisstraat 20
Antwerp - 2000
Belgium
Account number: 320 - 0933631 76

Valid for ninety (90) days, with partial delivery authorized for prorated payment and payable upon submission of the following documents:

- (a) Commercial invoice in six copies
- (b) Origin and year manufactured certificate
- (c) Inspection certificate to be delivered by the manufacturing plant

- (d) Shipping invoice or air waybill. Freight already paid.
- (e) Insurance certificate for 10% above value.

DELAY OR DEMURRAGE PENALTY:

The seller shall be subject to delay penalties at a rate of 3/000 per work day of delay in making available the materials up to a 6% ceiling of the value of the contract.

ACTS OF GOD:

Acts of God shall be defined as follows: strike, war declaration, revolution, riot, fire, civil war, lock-out, flood, workers' demands, whose legal definitions are internationally recognized.

LITIGATION:

In case of litigation, only the International Court of the Chamber of Commerce of Switzerland shall have the power to decide upon contentious matters. Each party shall be entitled to choose an arbitrator and the decision of the Court shall be binding.

REIMBURSEMENT OF DOWN PAYMENT:

In the event the transaction is not completed, the seller shall be required to reimburse in its entirety the fifteen percent amount received as down payment from the buyer without any deduction of expenses that may have been incurred.

For the Ministry of National Defense
of the Islamic Republic of Mauritania

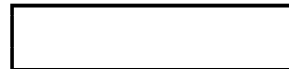
For Boca Investments
Limited

Done in Paris on December 5, 1977

signed: illegible

Interim Charge d'Affaires
Seal

signed:



Stamp of Boca Investments
Limited

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TRANSLATION FROM FRENCH

Document No. 7

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Translator's Note: The French entries appear on a preprinted English form.

AIRTRADE (UTI) LTD.
1C, Pantalides Avenue
Nicosia, Cyprus

ORIGINAL
-AIR WAYBILL-
(AIR CONSIGNMENT NOTE)

004-2690

Exhibit 10

B 707/N. 711 U.T.

Departure (Airport of): Lisbon Airport, Portugal
Issued by: AIRTRADE (UTI) LTD.
Destination (Airport of): Nouadhibou, Mauritania
Consigned to: Ministry of National Defense of the Islamic Republic of Mauritania, at Nouakchott
Street Address: Nouakchott
City and Country: Nouakchott, Mauritania.
Notify: same

Number of Packages: 197 wooden crates, each having a net weight of 66 kg., a gross weight of 84 kg., dimensions: 1.85 x 0.85 x 0.85 (meters), a volume of 1.3366 cubic meters
Total net weight: 13,002 kg., total gross weight: 16,548 kg., total volume: 263.31 cubic meters.

Nature and Quantity of Goods: 197 crates, each containing a heavy machine gun, type Browning, model HBM 2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel and a M3-type tripod for each machine gun.

Marks and Numbers: Ministry of the National Defense of the Islamic Republic of Mauritania, Nouakchott.

Dimensions or Volume: 263.31 cubic meters

Gross Weight: 16,548 kg.

Shipper's Declared Value for Customs: US\$ 1,694,200.00: for Carriage: N/A.

Air Carriage: B.707/N. 711 U.T., Lisbon, Portugal

Method of Routing Charges: Freight Paid
Chargeable to Consignee: Freight Paid
Shipper's C.O.D. in Words: Freight Paid

Name of Shipper: Boca Investments Ltd.
Le Callais Chambers, 54 Bath Street
St. Helier, Jersey Channel Island

Executed on: November 15, 1977

At: Lisbon, Portugal

Name and Address of Executing Carrier's Agent: AIRTRADE (UTI) LTD.,
1C, Pantalides Ave., Nicosia, Cyprus.

No. 3. ORIGINAL FOR THE SHIPPER

Exhibit "5"

TRANSLATION FROM FRENCH

Document No. 8

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Translator's Note: The French entries appear on a preprinted English form.

AIRTRADE (UTI) LTD.
1C, Pantalides Avenue
Nicosia, Cyprus

ORIGINAL
-AIR WAYBILL-
(AIR CONSIGNMENT NOTE)

Exhibit 10
004-2690
B 707/N. 711 U.T.

Departure (Airport of): Lisbon Airport, Portugal
Issued by: AIRTRADE (UTI) LTD.
Destination (Airport of): Nouadhibou, Mauritania
Consigned to: Ministry of National Defense of the Islamic Republic of Mauritania, at Nouakchott
Street Address: Nouakchott
City and Country: Nouakchott, Mauritania.
Notify: same

Number of Packages: 197 wooden crates, each having a net weight of 66 kg., a gross weight of 84 kg., dimensions: 1.85 x 0.85 x 0.85 (meters), a volume of 1.3366 cubic meters
Total net weight: 13,002 kg., total gross weight: 16,548 kg., total volume: 263.31 cubic meters.

Nature and Quantity of Goods: 197 crates, each containing a heavy machine gun, type Browning, model HBM 2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel and a M3-type tripod for each machine gun.

Marks and Numbers: Ministry of the National Defense of the Islamic Republic of Mauritania, Nouakchott.

Dimensions or Volume: 263.31 cubic meters

Gross Weight: 16,548 kg.

Shipper's Declared Value for Customs: US\$ 1,863,620.00: for Carriage: N/A.

Air Carriage: B.707/N. 711 U.T., Lisbon, Portugal

Method of Routing Charges: Freight Paid
Chargeable to Consignee: Freight Paid
Shipper's C.O.D. in Words: Freight Paid

Name of Shipper: Boca Investments Ltd.
Le Callais Chambers, 54 Bath Street
St. Helier, Jersey Channel Island

Executed on: November 15, 1977

At: Lisbon, Portugal

Name and Address of Executing Carrier's Agent: AIRTRADE (UTI) LTD.,
1C, Pantalides Ave., Nicosia, Cyprus.

No. 3. ORIGINAL FOR THE SHIPPER

Exhibit "5"

TRANSLATION FROM FRENCH

Documents No. 9 and 15

BOCA INVESTMENTS LIMITED

Registered Offices:
Le Gallais Chambers
54, Bath Street,
St. Helier
Jersey, Channel Islands

Administration Offices:

[REDACTED]
Rue du Croquet
St. Aubin
Jersey, Channel Islands
Telephone: Central 42482

Exhibit
#4:
[REDACTED]

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ORDER FOR DEFENCE MATERIAL
20th September 1977

Sarkis G. Soghanalian (sic)
United Trade International
305, N. Hibiscus Drive
Hibiscus Island,
Miami Beach, Florida.

Please Supply:

197 heavy machine guns, type Browning, model HBM2, .50 caliber, with a maintenance accessory kit for each machine gun, equipment for cleaning, a spare barrel and a type-M3 tripod for each machine gun; packing: according to the manufacturers' standards in the United States for air transport of military equipment.

Total Price:	US Dollars 1,077,590
Plus Air Freight:	76,000
Total	1,153,590.

Barrels to be of Standard type for HBM2 according to US Military spec., but not Stellite lined.

signed: [REDACTED]

Boca Investments Limited

SUMMARY FROM ENGLISH AND FRENCH
TRANSLATION FROM FRENCH

Packet of documents No. 10

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This group of seven documents consists of six 1-page documents and 1 2-page document.

The first document is an invoice in English. It is an invoice dated December 26, 1977, number JER/7742. It is made out to the account of: Sarkis G. Soghanalian, Miami, Florida, U.S.A. It calls for immediate settlement/cash of an amount of \$890.00 payable to [redacted] direct by cash or bank check. The invoice is issued by Boca Investments Ltd., Jersey, Channel Islands.

The second document is also an invoice dated December 15, 1977, bearing number JER/7703. It is made out to the account of Sarkis G. Soghanalian, Miami, Florida, U.S.A. The invoice calls for immediate settlement of \$3,323.94, with payment to [redacted] direct by cash or bank check. The invoice is issued by Boca Investments Ltd., Jersey, Channel Islands.

The third document is in French. It is in printed form and entitled: "Important Notice to the Recipients of Insured Merchandise." The notice is issued by "Boels & Begault, Insurers and Consultants, Rue des Chevaliers, 13, 1050 Brussels, Belgium." The notice tells the recipient of insured merchandise what they are to do in case of merchandise which is damaged or missing at the time of delivery. They are to establish a record of the damaged or missing merchandise and have it signed by the delivering forwarding agent. They are to notify immediately the insurance adjuster whose name appears in the insurance documents. In case of an "occult" damage, they are to notify the insurance company and the insurance adjuster by registered letter within three days at the most from the discovery of the damage. In case of a "common" damage, a sequence of steps are to be taken depending upon the procedure required by the shipping company. There follows a list of documents required to validate a claim.

The fourth document is in French. It is entitled "All Risks Clause." The subtitle indicates that it is "Clause dated March 28, 1952, of the Association of Maritime Insurers of Antwerp." This clause, it is stated, supersedes all contrary clauses of the Antwerp Maritime Policy. Accordingly, this insurance includes all the risks with complete reimbursement of all damages, no matter how small and regardless of cause, including theft and nondelivery. Even so, the insurance does not include the risks which are excluded under Article 2 of the Antwerp Maritime Policy, or the losses, damages and expenses attributable to delay or resulting

directly from failure of the insured interest. War, strikes, mutiny and piracy are covered only to the extent that a coverage statement is expressly included in the policy.

The fifth document is in English. It is entitled: "Institute Strikes, Riots and Civil Commotions Clauses."

The sixth document is in English. It is entitled: "Institute War Clauses (Air)."

The seventh document is a 2-page document. It is entitled: "Insurance Policy Issued Through Brokers." It is on stationery of "Boels & Begault, associated with Outshoorn & Landau." It is on a form printed in French with typewritten entries also in French. It is a carbon copy of an insurance policy for US\$ 1,863,620.--. The policy number is 700/6.073. The policy is dated Brussels, November 15, 1977. The insured parties are Boca Investments Ltd. and/or Mr. Sarkis G. Soghanalian c/o United Trade International Air Cargo, Ltd. The insurance policy covers "transportation of the merchandise which will be described below from Lisbon to Nouadhibou (from warehouse to warehouse)." This transport is to take place by air (Boeing 707). The small print describes the risks covered and commits the insurer to accept the terms and conditions of the insurance under which the insurance contract was entered into. It also commits the insurer to acceptance, without contesting, of the value of the insured merchandise which is stated to be: one million eight hundred and sixty three thousand six hundred and twenty US dollars. A description of the insured merchandise follows: "197 heavy machine guns, type Browning, HBM2 model, .50 caliber, with a maintenance accessory kit for each machine gun and cleaning equipment, a spare barrel and a type M3 tripod for each machine gun. Packing according to the standards of the manufacturers of the United States for air transport of military equipment. See reverse side for lot numbers and terms and conditions.

"Lot A from 778550 thru 778558, 9 items	
"Lot B from 779042 thru 779157, 116 items	
"Lot C from 770158 thru 770229, 72 items	
Total	197 items

"Conditions:

"The conditions are: 'All Risks' according to the clause dated March 28, 1952, of the Belgian Association of Maritime Insurers, attached hereto.

"This includes fire and floods.

"This includes war risks, strikes and mutinies, revolution, lock-out and workers' demands, civil war and war declaration.

"The clause 'Abandonment - Claimed by Third Parties' dated August 1, 1973 of the Belgian Association of Maritime Insurers is applicable.

"Establishment of Contract Clause

"As far as all salvage, intervention and other measures to be taken in the interest of both parties are concerned and, also, as far as a settlement of losses or damages or any other matter bearing on the contract and/or its performance are concerned, the insurers are committed to follow all decisions made by the company establishing the contract.

"In case of damages, contact the local Lloyd's agent, namely:

Lighterage and Maintenance Company in Mauritania (SAMMA)
P.O. Box 258/278
Nouadhibou.

"All export reports and all evidentiary documents concerning accidents are to be addressed directly by the claimant to:
Messrs. Boels & Begault, Rue des Chevaliers, 13, 1050 Brussels, Belgium.

"All claims, if any, are to be settled at the point of destination after remittance of the documents to Messrs. Boels & Begault in Brussels.

"M. Despret S.A.

50%

Deckers & Mackelbert

50%"

TRANSLATION FROM FRENCH

Document No. 11

WEAPONS SALES CONTRACT
STEP-BY-STEP TRANSACTION

Between: The Ministry of National Defense of the Islamic Republic of Mauritania, called hereafter the buyer

As party of the first part

And: Boca Investments Limited Company, whose headquarters is located at:

Le Gallais Chambers
54 Bath Street
St. Helier
Jersey Channel Islands

represented by director, called hereafter the seller

As party of the second part,

The following agreement has been entered into:

The seller, that is, Boca Investments Limited Company agrees to sell the buyer, that is, the Ministry of National Defense of the Islamic Republic of Mauritania, the merchandise described in detail as follows:

MERCHANDISE:

Heavy machine guns, Browning make, model HBM2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel and a type-M3 tripod for each machine gun.

QUANTITY:

One hundred and ninety seven (197)

PRICE:

US\$ 8,600 per machine gun, that is, a total of US\$ one million six hundred and ninety-four thousand two hundred (\$1,694,200). This price is understood CIF Nouadhibou, Republic of Mauritania. This is understood to be a transport by air and not by sea, including insurance.

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QUALITY:

This is merchandise of current manufacture and certified to be new. The Mauritania government will have a possibility of returning this merchandise to the seller in case it should not be according to this specification within a period of 10 days. All merchandise found to be defective will be replaced at the expense of the seller.

DELIVERY:

Sixty days after the opening of an acceptable letter of credit and an export license approved by the responsible government of the country of origin. In the event such a license should be turned down, the contract will be automatically null and void.

ORIGIN:

United States of America.

PACKING:

According to the standards of manufacturers in the United States for air transport. As is required for all military equipment.

INSURANCE:

An insurance covering the value of the merchandise as specified in the invoice plus ten percent (10%) of this value will be provided by the seller. All additional insurance will be at the expense of the buyer.

DOCUMENTS REQUIRED FOR THE EXPORTATION:

The buyer is committed to furnish the seller all documents required for exportation of this merchandise and is committed not to sell or to export this merchandise by a separate document which will be remitted to the seller. This document is necessary to obtain the exportation permit.

PAYMENT:

Ten percent of the order by bank transfer upon the signing of the contract, this being the amount of transport and packing costs. The ninety percent balance by confirmed, irrevocable letter of credit, transferable from bank to bank in foreign countries several times, divisible, payable to Boca Investments Limited, c/o:

Brussels Lambert Bank
Lange Gasthuisstraat 20,
Antwerp - B 2000
Belgium
Account Number: 320 - 0933631 - 76.

Valid for ninety (90) days with partial deliveries authorized for prorated payments payable upon submission of the following documents:

- (a) Commercial invoice in eight copies
- (b) Certificate of origin and year of manufacture
- (c) Certificate of inspection delivered by the manufacturing plant
- (d) Shipping invoice or airway bill. Freight in advance.
- (e) Copy of the export license
- (f) Certificate of insurance covering 10% above the value of the merchandise

PENALTIES FOR DELAYED DELIVERY:

The seller will be responsible for delayed delivery penalties at a rate of three per thousand (3/000) for each work day of delay in making available the material up to a ceiling of 6% of the value of the contract.

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ACTS OF GOD:

Acts of God are defined here as: Strike, war declaration, revolution, riot, fire, civil war, lock-out, flood, workers' demands, whose definitions under the law are internationally known.


LITIGATION:

In case of litigation, the only court having jurisdiction to settle such litigation shall be the International Court of the Chamber of Commerce of Geneva, Switzerland. Each party shall have the possibility of choosing an arbitrator and the decision made by the court shall be binding and put into effect.

Done in Paris on August 29, 1977

For the Ministry of Defense of the Islamic Republic of Mauritania

signed:


Interim Charge d'Affaires of the Embassy of Mauritania
in Paris
Seal

for Boca Investments Limited
signed:

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SUMMARY FROM ENGLISH
TRANSLATION FROM FRENCH

Document No. 12

This is a "Consignee Purchaser Transaction Statement" on a form in English of the U.S. Department of State, Office of Munitions Control. It is a statement to be submitted as part of the application for export license of equipment on the U.S. Munitions List. The consignee of the merchandise described in this statement is the Ministry of National Defense of the Islamic Republic of Mauritania, Nouakchott, Mauritania. The request is filed by Sarkis Soghanalian, United Trade International Inc., P.O. Box 1448, Arlington, Virginia (zip code illegible).

It concerns the following "commodity description": 197 heavy machine guns, type Browning, model 2BM2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel, a type-M3 tripod for each machine gun, packing: according to the standards of the manufacturers in the United States for air transport of military equipment.

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The nature of the business of the company filing the request is: manufacturer, wholesale exporter.

The nature of the customer's usual business is: government.

The certification of the ultimate consignee bears an illegible signature, whose title is shown as Charge d'Affaires.

The certification of the purchaser is signed by [redacted] on behalf of Boca Investments Ltd. His title is shown as consultant and director. The date of the certification is October, 1977. The certification of the foreign government shows an illegible signature. The title is again Charge d'Affaires. This certification is dated August 29, 1977 (?). The certification also bears the seal of the Embassy of the Islamic Republic of Mauritania.

TRANSLATION FROM FRENCH

Document No. 13

CERTIFICATE OF NONREEXPORTATION

I, the undersigned, [redacted] Interim
Charge d'Affaires of the Embassy of Mauritania in France, acting
on behalf of the Ministry of National Defense, certify that this
(sic); that the following material:

- one hundred and ninety-seven (197) heavy machine guns,
type Browning, model MHMB2, .50 caliber, with a maintenance ac-
cessory set for each machine gun, cleaning equipment, a spare
barrel and a type M-3 tripod for each machine gun,

ordered from Boca Investments Ltd. Co. is destined
for the exclusive use of the armed forces of Mauritania and will
not under any circumstances be reexported or turned over to
third parties.

Done in Paris, August 29, 1977

signed: [redacted]
Interim Charge d'Affaires
Seal.

b6
b7c

TRANSLATION FROM FRENCH

Document No. 14

This document is typewritten on a printed bilingual (French and English) form of Commercial Credit of France. It is a statement on "documentary credit" issued by a Paris, France, bank to advise the beneficiary that credit in the specified amount is available against the presentation of certain documents.

According to the letterhead, Commercial Credit of France is a bank with a paid-up capital of 431,050,250 French francs. Its headquarters is located at 103, Avenue de Champs-Elysees, 75000 Paris, France.

The document is dated Paris, September 13, 1977. The bank issuing the credit is called Bank Brussels-Lambert, Lange Gasthuisstraat 20, Antwerp, Belgium. The credit number is DOC 17/1731 G.

The applicant for the credit is the Embassy of the Islamic Republic of Mauritania, Paris, France, on behalf of the Ministry of National Defense of the Islamic Republic of Mauritania, Nouakchott, Mauritania.

The beneficiary of the credit is Boca Investments Limited, Le Callais Chambers, 54 Bath Street, St. Helier, Jersey - Channel Islands.

The amount of the credit is one million five hundred and twenty-four thousand seven hundred and eighty U.S. dollars (US\$ 1,524,780.00).

The credit is valid until December 9, 1977, at the counters of the Bank Brussels-Lambert.

"Pursuant to our condensed cable of September 12, 1977, from Antwerp, we are issuing in your favor this documentary credit which is available by (sic) payment against presentation of the following documents:

- Signed commercial invoice in 9 copies, made out to the Ministry of National Defense of the Islamic Republic of Mauritania, Nouakchott, indicating "merchandise of current manufacture and certified to be new, "
- airway bills made out to the Ministry of the National Defense of the Islamic Republic of Mauritania, Nouakchott, indicating "freight paid."
- insurance policy or certificate in the amount of the value of the merchandise plus 10%, covering all risks, including

strike, war declaration, revolution, mutiny, fire, civil war, lock-out, flood, workers' demands,

- certificate of U.S.A. origin, specifying the year of manufacture,
- certificate of inspection issued by the manufacturing plant,
- copy of the export license.

197 heavy machine guns, type Browning, model HBM2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel and a type M3 tripod for each machine gun, at the price of US\$ 8,600.00 per machine gun; packing: according to the standards of manufacturers in the United States for air transport of military equipment.

"Shipment from: U.S. airport
Shipment to: Nouadhibou airport
Partial shipments: authorized
Train shipments:---

Special conditions: shipment 60 days at the latest after date of notification of the beneficiary of this credit. This credit is transferable. The amount of the credit constitutes 90% of the value of the merchandise, since 10% has been settled by other means."

Two illegible signatures certify that payment will be duly made against the documents presented in conformity with the terms of this credit.

TRANSLATION FROM FRENCH

Document No. 16

(Communication written on letterhead stationery. Portions of the letterhead are missing)

...of Mauritania
Embassy in Paris

.....
5, Rue de Montevideo
75116 Paris

504 88-54

Number 596/AMB

Paris, June 30, 1977

To: Boca Investments
Le Gallais Chambers
54, Bath Street,
St. Helier,
Jersey, Islands

Gentlemen:

It is my pleasure to confirm to you hereby that we are willing to introduce to you buyers of the material which is the subject of your latest proposition specified as follows:

- 200 model 1919 A4 Light Machine Gun Browning, .30 caliber with standard accessories;
- 200 model HBM2 Heavy Machine Gun Browning, .50 caliber with standard accessories,

as long as an inspection of this material by Captain Amadou Anne proves to be favorable.

It is understood that in case the response of Captain Anne is favorable, the contract could be signed immediately through our intermediary.

This procedure is also valid concerning the 10,000 81-millimeter howitzers which would be the subject of a contract signed through our intermediary as long as the inspection is favorable.

I extend my kindest regards.

signed: Ahmed Ould Ghanahalla
Ambassador

Seal of the Paris Embassy
of the Islamic Republic of
Mauritania

SAC, Miami (196-A-1056)

February 6, 1981

Director, FBI

SARKIS G. SOGHANALIAN, d/b/a
UNITED TRADE INTERNATIONAL, etc.;

[REDACTED] - VICTIM

FBW; MF
00: Miami

b6
b7c

Attached is the translation which you requested by airtel dated 11/18/80. Notarized translator's statement attached.

The contents thereof, where pertinent, must be reported under appropriate captions and afforded whatever investigative attention is necessary.

The foreign language material is returned herewith.

Enclosures (46) (30 translations, 16 foreign language material)

96-1056-1

2

WRC

strike, war declaration, revolution, mutiny, fire, civil war, lock-out, flood, workers' demands,

- certificate of U.S.A. origin, specifying the year of manufacture,
- certificate of inspection issued by the manufacturing plant,
- copy of the export license.

197 heavy machine guns, type Browning, model HB42, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel and a type M3 tripod for each machine gun, at the price of US\$ 8,600.00 per machine gun; packing: according to the standards of manufacturers in the United States for air transport of military equipment.

"Shipment from: U.S. airport
Shipment to: Nouadhibou airport
Partial shipments: authorized
Train shipments:---

Special conditions: shipment 60 days at the latest after date of notification of the beneficiary of this credit. This credit is transferable. The amount of the credit constitutes 90% of the value of the merchandise, since 10% has been settled by other means."

Two illegible signatures certify that payment will be duly made against the documents presented in conformity with the terms of this credit.

TRANSLATION FROM FRENCH AND
TRANSCRIPTION OF ENGLISH

Sarkis G. Sognanalian
305 N. Hibiscus Drive
Hibiscus Island
Miami Beach, Florida 33139

Document No. 1

Boca Investments Ltd.
Le Gallais Chambers
54 Bath Street
St. Helier, Jersey Channel Island

November 16, 1977

Invoice

a)	197 - M2IIB Calibre .50 Machine Guns		
	\$4,700.00 each	\$	925,900.00
b)	197 - Tripods	\$	770.00 each
		\$	151,690.00
	Air Freight - Lisbon, Portugal/ Nouadhibou, Mauritania	\$	76,000.00
	TOTAL		\$1,153,590.00

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"Merchandise of current production and certified to be new."

Please pay the above to
Full description of a) and b) above is as follows:
197 heavy machine guns, Browning type, model HBM2, .50 caliber,
with a maintenance accessory kit for each machine gun, cleaning
equipment, a spare barrel and an M3-tripod for each machine gun.
Packing: according to the standards of U.S. manufacturers for
air transportation of military equipment.

signed: Sarkis G. Sognanalian

for: Sarkis G. Sognanalian

signed: illegible

Attorney-in-Fact

EXHIBIT "7"

TRANSLATION FROM FRENCH

Document No. 2

BROWNING PRECISION TOOL CO.
276 S.W. 33 Court
Ft. Lauderdale, Florida 33315
(305) 672-4669

November 2, 1977

INSPECTION CERTIFICATE OF THE MANUFACTURING PLANT

Ministry of National Defense of the Islamic Republic of
Mauritania in Nouakchott

Browning Precision Tool Co. hereby certifies that the following material was inspected and found to be new under series number Lot A from 778550 thru 778558, 9 items; Lot B from 779042 thru 779157, 116 items, Lot C from 770158 thru 770229, 72 items, for a total of 197 heavy machine guns, type Browning, model HBM 2, .50 caliber, with an accessory maintenance kit for each machine gun, cleaning equipment, a spare barrel and a type M3 tripod for each machine gun; packing: according to the standards of manufacturers in the U.S.A. for the air transport of military equipment of U.S.A. origin, specifying that the manufacturing year is 1977.

b6
b7c

See packing list.



International Sales
(Seal)

EXHIBIT "10"

TRANSLATION FROM FRENCH

Browning Precision Tool Co.
276 S.W. 33 Court
Ft. Lauderdale, Florida 33315
(305) 672-4669

Document No. 3

b6
b7c

Exhibit

November 2, 1977

PACKING LIST

Wooden crates numbered from 1 to 197 and marked:

Ministry of National Defense of the Islamic Republic
of Mauritania, Nouakchott

Each crate contains:

A heavy machine gun, type Browning, model HBM 2, .50
caliber, with a maintenance accessory kit for each machine
gun, cleaning equipment, a spare barrel and a type M3
tripod for each machine gun.

Net Unit Weight	= 66 Kg.
Unit Tare	= 18 Kg.
Gross Unit Weight	= 84 Kg.
Dimensions	= 1.85 x .85 x .85 meters
Volume	= 1.3366 cubic meters

Total Net Weight	= 13,002 Kg.
Total Tare	= 3,546 Kg.
Total Gross Weight	= 16,548 Kg.
Total Volume	= 263.31 cubic meters

signed:

International Sales

EXHIBIT "8"

TRANSLATION FROM FRENCH

Document No. 4

Browning Precision Tool Co.
276 S.W. 33 Court
Ft. Lauderdale, Florida 33315
(305) 672-4669

November 2, 1977

CERTIFICATE OF ORIGIN
YEAR MANUFACTURED

Ministry of National Defense of the Islamic Republic of
Mauritania in Nouakchott

Series number Lot A from 778550 through 778558, 9 items; Lot B from 779042 through 779157, 116 items; Lot C from 770158 through 770229, 72 items, for a total of 197 heavy machine guns, type Browning, Model HBM 2, .50 caliber, with a maintenance accessory kit for each machine gun and cleaning equipment, a spare barrel and a type M3 tripod for each machine gun. According to the standards of U.S. manufacturers for air transport of military equipment of U.S.A. origin, specifying the year of manufacture as 1977. We certify that the above merchandise is of U.S.A. origin. We certify that the above merchandise was manufactured in 1977.

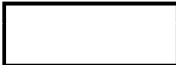
b6
b7c

Signed:
International Sales

EXHIBIT "9"

TRANSLATION FROM FRENCH

Document No. 5

 Exhibit "15"

b6
b7c

December 9, 1977

To the Minister of Defense
Of the Islamic Republic of Mauritania
Nouakchott, Mauritania

Your Excellency:

It is a privilege for us to inform you that our company is at your disposal to supply your glorious army with the following equipment:

1. Light and heavy vehicles, for all kinds of terrain and all kinds of climates (tested in the desert).
2. Recoilless .106 guns.
3. Antiaircraft guns, 20 mm., mobile and stationary.
4. R151-A5 jeep vehicles equipped with 12.7 mm. (.50) machine guns.
5. Ammunition of all calibers.
6. M-16-A1 Colt rifle.
7. 7.62 mm. machine guns, M 60.
8. Armored personnel carriers.
9. Light scout and ground-attack planes, of the Argentinian Bocara type.
10. 70 mm. (217) rockets, with launchers.

In addition, our company is ready to make available to you without any obligation on your part three of its best military advisors, each known the world over in his field of specialization.

We extend our kindest regards.

Respectfully yours,

UNITED TRADE INTERNATIONAL, INC.

ORC INTERNATIONAL LTD.



RMW:pk

EXHIBIT "15"

TRANSLATION FROM FRENCH

Document No. 6
"E"

SALES CONTRACT FOR ARMAMENT
STEP-BY-STEP OUTLINE

BETWEEN: The Ministry of National Defense of the Islamic Republic of Mauritania, represented by the Interim Charge d'Affaires, [redacted] called hereafter the buyer,

Party of the first part

AND: Boca Investments Limited Company whose headquarters is at:
Le Gallais Chambers
54 Bath Street
St. Helier,
Jersey, Channel Islands,
represented by Mr. John E. Ralph,
Director of the company, called hereafter the seller,

Party of the second part,

The following was discussed and agreed upon:

The seller, that is, Boca Investments Limited Company is agreeable to selling to the buyer, that is, the Ministry of National Defense of the Islamic Republic of Mauritania, the merchandise described as follows:

MERCHANDISE:

105 mm howitzer, type HE, NATO specifications
Weight: 14.9 kg. per unit.

QUANTITY: 5,000 units

PRICE: U.S. dollars 240 per unit, CAF Nouadhibou. In this case, CAF means by air transport and not by sea transport. This price is guaranteed to be fixed and definitive and not subject to review till conclusion of the transaction.

QUALITY:

This merchandise is currently manufactured merchandise and certified to be new. The government of Mauritania shall be able to return this merchandise to the seller in case it should not be in keeping with this specification, within a ten-day period. All merchandise found to be defective shall be replaced

at the expense of the seller on condition that every defect be notified by registered letter within fourteen (14) days beginning with the delivery date of the merchandise.

DELIVERY:

Sixty days after the opening of an acceptable letter of credit and an export permit approved by the responsible government of the country of origin.

ORIGIN: U.S.A. or European

PACKING:

According to the standards of the manufacturers for air transport, as required for all military equipment.

INSURANCE:

Insurance for the value of the merchandise as specified in the invoice plus ten percent (10%) of this value shall be covered at the expense of the seller. All additional insurance shall be at the expense of the buyer.

DOCUMENTS REQUIRED FOR THE EXPORT OF THE MERCHANDISE:

The buyer shall be required to furnish to the seller all documents required to export this merchandise and shall be required not to sell or export this merchandise by a separate document to be remitted to the seller. This document is necessary to obtain an exportation permit.

PAYMENT:

Fifteen percent of the order by bank transfer upon signing the contract, this amount constituting the expense for the transport and the packing. The eighty-five percent balance by letter of credit confirmed, irrevocable, divisible, transferable from bank to bank in foreign countries more than once, payable to Boca Investments Limited Company in care of:

Brussel Lambert
Lange Gasthuisstraat 20
Antwerp - 2000
Belgium
Account number: 320 - 0933631 76

Valid for ninety (90) days, with partial delivery authorized for prorated payment and payable upon submission of the following documents:

- (a) Commercial invoice in six copies
- (b) Origin and year manufactured certificate
- (c) Inspection certificate to be delivered by the manufacturing plant

- (d) Shipping invoice or air waybill. Freight already paid.
- (e) Insurance certificate for 10% above value.

DELAY OR DEMURRAGE PENALTY:

The seller shall be subject to delay penalties at a rate of 3/000 per work day of delay in making available the materials up to a 6% ceiling of the value of the contract.

ACTS OF GOD:

Acts of God shall be defined as follows: strike, war declaration, revolution, riot, fire, civil war, lock-out, flood, workers' demands, whose legal definitions are internationally recognized.

LITIGATION.

In case of litigation, only the International Court of the Chamber of Commerce of Switzerland shall have the power to decide upon contentious matters. Each party shall be entitled to choose an arbitrator and the decision of the Court shall be binding.

REIMBURSEMENT OF DOWN PAYMENT:

In the event the transaction is not completed, the seller shall be required to reimburse in its entirety the fifteen percent amount received as down payment from the buyer without any deduction of expenses that may have been incurred.

For the Ministry of National Defense
of the Islamic Republic of Mauritania

For Boca Investments
Limited

Done in Paris on December 5, 1977

signed: illegible

Interim Charge d'Affaires
Seal

signed:

Stamp of Boca Investments
Limited

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b7C

TRANSLATION FROM FRENCH

Document No. 7.

Translator's Note: The French entries appear on a preprinted English form.

AIRTRADE (UTI) LTD.
1C, Pantaliades Avenue
Nicosia, Cyprus

ORIGINAL
-AIR WAYBILL-
(AIR CONSIGNMENT NOTE)

004-2690 Exhibit 10 b6
B 707/N. 711 U.T. b7c

Departure (Airport of): Lisbon Airport, Portugal
Issued by: AIRTRADE (UTI) LTD.
Destination (Airport of): Nouadhibou, Mauritania
Consigned to: Ministry of National Defense of the Islamic Republic of Mauritania, at Nouakchott
Street Address: Nouakchott
City and Country: Nouakchott, Mauritania.
Notify: same

Number of Packages: 197 wooden crates, each having a net weight of 66 kg., a gross weight of 84 kg., dimensions: 1.85 x 0.85 x 0.85 (meters), a volume of 1.3366 cubic meters
Total net weight: 13,002 kg., total gross weight: 16,548 kg., total volume: 263.31 cubic meters.

Nature and Quantity of Goods: 197 crates, each containing a heavy machine gun, type Browning, model HBM 2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel and a M3-type tripod for each machine gun.

Marks and Numbers: Ministry of the National Defense of the Islamic Republic of Mauritania, Nouakchott.

Dimensions or Volume: 263.31 cubic meters

Gross Weight: 16,548 kg.

Shipper's Declared Value for Customs: US\$ 1,694,200.00: for Carriage: N/A.

Air Carriage: B.707/N. 711 U.T., Lisbon, Portugal

Method of Routing Charges: Freight Paid
Chargeable to Consignee: Freight Paid
Shipper's C.O.D. in Words: Freight Paid

Name of Shipper: Boca Investments Ltd.
Le Callais Chambers, 54 Bath Street
St. Helier, Jersey Channel Island

Executed on: November 15, 1977

At: Lisbon, Portugal

Name and Address of Executing Carrier's Agent: AIRTRADE (UTI) LTD.,
1C, Pantalides Ave., Nicosia, Cyprus.

No. 3. ORIGINAL FOR THE SHIPPER

Exhibit '5'

TRANSLATION FROM FRENCH

Document No. 8

Translator's Note: The French entries appear on a preprinted English form.

AIRTRADE (UTI) LTD.
1C, Pantalides Avenue
Nicosia, Cyprus

ORIGINAL
-AIR WAYBILL-
(AIR CONSIGNMENT NOTE)

b6
b7C

[REDACTED] Exhibit 10
004-2690
B 707/A. 711 U.T.

Departure (Airport of): Lisbon Airport, Portugal
Issued by: AIRTRADE (UTI) LTD.
Destination (Airport of): Nouadhibou, Mauritania
Consigned to: Ministry of National Defense of the Islamic Republic of Mauritania, at Nouakchott
Street Address: Nouakchott
City and Country: Nouakchott, Mauritania.
Notify: same

Number of Packages: 197 wooden crates, each having a net weight of 66 kg., a gross weight of 84 kg., dimensions: 1.85 x 0.85 x 0.85 (meters), a volume of 1.3366 cubic meters
Total net weight: 13,002 kg., total gross weight: 16,548 kg., total volume: 263.31 cubic meters.

Nature and Quantity of Goods: 197 crates, each containing a heavy machine gun, type Browning, model HM 2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel and a M3-type tripod for each machine gun.

Marks and Numbers: Ministry of the National Defense of the Islamic Republic of Mauritania, Nouakchott.

Dimensions or Volume: 263.31 cubic meters

Gross Weight: 16,548 kg.

Shipper's Declared Value for Customs: US\$ 1,863,620.00: for Carriage: N/A.

Air Carriage: B.707/A. 711 U.T., Lisbon, Portugal

Method of Routing Charges: Freight Paid
Chargeable to Consignee: Freight Paid
Shipper's C.O.D. in Words: Freight Paid

Name of Shipper: Boca Investments Ltd.
Le Callais Chambers, 54 Bath Street
St. Helier, Jersey Channel Island

Executed on: November 15, 1977

At: Lisbon, Portugal

Name and Address of Executing Carrier's Agent: AIRTRADE (UTI) LTD.,
1C, Pantalides Ave., Nicosia, Cyprus.

No. 3. ORIGINAL FOR THE SHIPPER

Exhibit "5"

TRANSLATION FROM FRENCH

Documents No. 9 and 15

BOCA INVESTMENTS LIMITED

Registered Offices:
Le Gallais Chambers
54, Bath Street,
St. Helier
Jersey, Channel Islands

Administration Offices:

[redacted]
Rue du Croquet
St. Aubin
Jersey, Channel Islands
Telephone: Central 42482

Exhibit
#4
[redacted]

b6
b7C

ORDER FOR DEFENCE MATERIAL
20th September 1977

Sarkis G. Soghanalian (sic)
United Trade International
305, N. Hibiscus Drive
Hibiscus Island,
Miami Beach, Florida.

Please Supply:

197 heavy machine guns, type Browning, model HBM2, .50 caliber, with a maintenance accessory kit for each machine gun, equipment for cleaning, a spare barrel and a type-M3 tripod for each machine gun; packing: according to the manufacturers' standards in the United States for air transport of military equipment.

Total Price:	US Dollars 1,077,590
Plus Air Freight:	76,000
Total	1,153,590.

Barrels to be of Standard type for HBM2 according to US Military spec., but not Stellite lined.

signed: [redacted]

Boca Investments Limited

SUMMARY FROM ENGLISH AND FRENCH
TRANSLATION FROM FRENCH

Packet of documents No. 10

This group of seven documents consists of six 1-page documents and 1 2-page document.

The first document is an invoice in English. It is an invoice dated December 26, 1977, number JER/7742. It is made out to the account of: Sarkis G. Soghanalian, Miami, Florida, U.S.A. It calls for immediate settlement/cash of an amount of \$890.00 payable to [redacted] direct by cash or bank check. The invoice is issued by Boca Investments Ltd., Jersey, Channel Islands.

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The second document is also an invoice dated December 15, 1977, bearing number JER/7703. It is made out to the account of Sarkis G. Soghanalian, Miami, Florida, U.S.A. The invoice calls for immediate settlement of \$3,323.94, with payment to [redacted] direct by cash or bank check. The invoice is issued by Boca Investments Ltd., Jersey, Channel Islands.

The third document is in French. It is in printed form and entitled. "Important Notice to the Recipients of Insured Merchandise." The notice is issued by "Boels & Begault, Insurers and Consultants, Rue des Chevaliers, 13, 1050 Brussels, Belgium." The notice tells the recipient of insured merchandise what they are to do in case of merchandise which is damaged or missing at the time of delivery. They are to establish a record of the damaged or missing merchandise and have it signed by the delivering forwarding agent. They are to notify immediately the insurance adjuster whose name appears in the insurance documents. In case of an "occult" damage, they are to notify the insurance company and the insurance adjuster by registered letter within three days at the most from the discovery of the damage. In case of a "common" damage, a sequence of steps are to be taken depending upon the procedure required by the shipping company. There follows a list of documents required to validate a claim.

The fourth document is in French. It is entitled "All Risks Clause." The subtitle indicates that it is "Clause dated March 28, 1952, of the Association of Maritime Insurers of Antwerp." This clause, it is stated, supersedes all contrary clauses of the Antwerp Maritime Policy. Accordingly, this insurance includes all the risks with complete reimbursement of all damages, no matter how small and regardless of cause, including theft and nondelivery. Even so, the insurance does not include the risks which are excluded under Article 2 of the Antwerp Maritime Policy, or the losses, damages and expenses attributable to delay or resulting

QUALITY:

This is merchandise of current manufacture and certified to be new. The Mauritania government will have a possibility of returning this merchandise to the seller in case it should not be according to this specification within a period of 10 days. All merchandise found to be defective will be replaced at the expense of the seller.

DELIVERY:

Sixty days after the opening of an acceptable letter of credit and an export license approved by the responsible government of the country of origin. In the event such a license should be turned down, the contract will be automatically null and void.

ORIGIN:

United States of America.

PACKING:

According to the standards of manufacturers in the United States for air transport. As is required for all military equipment.

INSURANCE:

An insurance covering the value of the merchandise as specified in the invoice plus ten percent (10%) of this value will be provided by the seller. All additional insurance will be at the expense of the buyer.

DOCUMENTS REQUIRED FOR THE EXPORTATION:

The buyer is committed to furnish the seller all documents required for exportation of this merchandise and is committed not to sell or to export this merchandise by a separate document which will be remitted to the seller. This document is necessary to obtain the exportation permit.

PAYMENT:

Ten percent of the order by bank transfer upon the signing of the contract, this being the amount of transport and packing costs. The ninety percent balance by confirmed, irrevocable letter of credit, transferable from bank to bank in foreign countries several times, divisible, payable to Boca Investments Limited, c/o:

"This includes war risks, strikes and mutinies, revolution, lock-out and workers' demands, civil war and war declaration.

"The clause 'Abandonment - Claimed by Third Parties' dated August 1, 1973 of the Belgian Association of Maritime Insurers is applicable.

"Establishment of Contract Clause

"As far as all salvage, intervention and other measures to be taken in the interest of both parties are concerned and, also, as far as a settlement of losses or damages or any other matter bearing on the contract and/or its performance are concerned, the insurers are committed to follow all decisions made by the company establishing the contract.

"In case of damages, contact the local Lloyd's agent, namely:

Lighterage and Maintenance Company in Mauritania (SAMMA)
P.O. Box 258/278
Nouadhibou.

"All export reports and all evidentiary documents concerning accidents are to be addressed directly by the claimant to:
Messrs. Boels & Begault, Rue des Chevaliers, 13, 1050 Brussels, Belgium.

"All claims, if any, are to be settled at the point of destination after remittance of the documents to Messrs. Boels & Begault in Brussels.

"M. Despret S.A.

50%

Deckers & Mackolbert

50%

directly from failure of the insured interest. War, strikes, mutiny and piracy are covered only to the extent that a coverage statement is expressly included in the policy.

The fifth document is in English. It is entitled: "Institute Strikes, Riots and Civil Commotions Clauses."

The sixth document is in English. It is entitled: "Institute War Clauses (Air)."

The seventh document is a 2-page document. It is entitled: "Insurance Policy Issued Through Brokers." It is on stationery of "Boels & Begault, associated with Outshoorn & Landau." It is on a form printed in French with typewritten entries also in French. It is a carbon copy of an insurance policy for US\$ 1,863,620.--. The policy number is 700/6.073. The policy is dated Brussels, November 15, 1977. The insured parties are Boca Investments Ltd. and/or Mr. Sarkis G. Soghanalian c/o United Trade International Air Cargo, Ltd. The insurance policy covers "transportation of the merchandise which will be described below from Lisbon to Nouadhibou (from warehouse to warehouse)." This transport is to take place by air (Boeing 707). The small print describes the risks covered and commits the insurer to accept the terms and conditions of the insurance under which the insurance contract was entered into. It also commits the insurer to acceptance, without contesting, of the value of the insured merchandise which is stated to be: one million eight hundred and sixty three thousand six hundred and twenty US dollars. A description of the insured merchandise follows: "197 heavy machine guns, type Browning, HBM2 model, .50 caliber, with a maintenance accessory kit for each machine gun and cleaning equipment, a spare barrel and a type M3 tripod for each machine gun. Packing according to the standards of the manufacturers of the United States for air transport of military equipment. See reverse side for lot numbers and terms and conditions.

'Lot A from 778550 thru 778558, 9 items
'Lot B from 779042 thru 779157, 116 items
'Lot C from 770158 thru 770229, 72 items
Total 197 items

"Conditions:

"The conditions are: 'All Risks' according to the clause dated March 28, 1952, of the Belgian Association of Maritime Insurers, attached hereto.

"This includes fire and floods.

TRANSLATION FROM FRENCH

Document No. 11

WEAPONS SALES CONTRACT
STEP-BY-STEP TRANSACTION

Between: The Ministry of National Defense of the Islamic
Republic of Mauritania, called hereafter the buyer

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b7c

As party of the first part

And: Boca Investments Limited Company, whose headquarters
is located at:

Le Gallais Chambers
54 Bath Street
St. Helier
Jersey Channel Islands

represented by
the seller

[redacted] director, called hereafter

As party of the second part,

The following agreement has been entered into:

The seller, that is, Boca Investments Limited Company agrees to
sell the buyer, that is, the Ministry of National Defense of the
Islamic Republic of Mauritania, the merchandise described in de-
tail as follows:

MERCHANDISE:

Heavy machine guns, Browning make, model HBM2, .50 caliber, with
a maintenance accessory kit for each machine gun, cleaning equip-
ment, a spare barrel and a type-43 tripod for each machine gun.

QUANTITY:

One hundred and ninety seven (197)

PRICE:

US\$ 8,600 per machine gun, that is, a total of US\$ one million
six hundred and ninety-four thousand two hundred (\$1,694,200).
This price is understood CIF Nouadhibou, Republic of Mauritania.
This is understood to be a transport by air and not by sea, in-
cluding insurance.

Brussels Lambert Bank
Lange Gasthuisstraat 20,
Antwerp - B 2000
Belgium
Account Number: 320 - 0933631 - 76.

Valid for ninety (90) days with partial deliveries authorized for prorated payments payable upon submission of the following documents:

- (a) Commercial invoice in eight copies
- (b) Certificate of origin and year of manufacture
- (c) Certificate of inspection delivered by the manufacturing plant
- (d) Shipping invoice or airway bill. Freight in advance.
- (e) Copy of the export license
- (f) Certificate of insurance covering 10% above the value of the merchandise

PENALTIES FOR DELAYED DELIVERY:

The seller will be responsible for delayed delivery penalties at a rate of three per thousand (3/000) for each work day of delay in making available the material up to a ceiling of 6% of the value of the contract.

ACTS OF GOD:

Acts of God are defined here as: Strike, war declaration, revolution, riot, fire, civil war, lock-out, flood, workers' demands, whose definitions under the law are internationally known.

LITIGATION:

In case of litigation, the only court having jurisdiction to settle such litigation shall be the International Court of the Chamber of Commerce of Geneva, Switzerland. Each party shall have the possibility of choosing an arbitrator and the decision made by the court shall be binding and put into effect.

Done in Paris on August 29, 1977

For the Ministry of Defense of the Islamic Republic of Mauritania

signed:

Interim Charge d'Affaires of the Embassy of Mauritania
in Paris

Seal

for Boca Investments Limited
signed:

b6
b7C

SUMMARY FROM ENGLISH
TRANSLATION FROM FRENCH

Document No. 12

This is a "Consignee Purchaser Transaction Statement" on a form in English of the U.S. Department of State, Office of Munitions Control. It is a statement to be submitted as part of the application for export license of equipment on the U.S. Munitions List. The consignee of the merchandise described in this statement is the Ministry of National Defense of the Islamic Republic of Mauritania, Nouakchott, Mauritania. The request is filed by Sarkis Soghanalian, United Trade International Inc., P.O. Box 1448, Arlington, Virginia (zip code illegible).

It concerns the following "commodity description": 197 heavy machine guns, type Browning, model 2BM2, .50 caliber, with a maintenance accessory kit for each machine gun, cleaning equipment, a spare barrel, a type-M3 tripod for each machine gun, packing: according to the standards of the manufacturers in the United States for air transport of military equipment.

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b7C

The nature of the business of the company filing the request is: manufacturer, wholesale exporter.

The nature of the customer's usual business is: government.

The certification of the ultimate consignee bears an illegible signature, whose title is shown as Charge d'Affaires.

The certification of the purchaser is signed by [redacted] on behalf of Boca Investments Ltd. His title is shown as consultant and director. The date of the certification is October, 1977. The certification of the foreign government shows an illegible signature. The title is again Charge d'Affaires. This certification is dated August 29, 1977 (?). The certification also bears the seal of the Embassy of the Islamic Republic of Mauritania.

TRANSLATION FROM FRENCH

Document No. 13

CERTIFICATE OF NONREEXPORTATION

I, the undersigned, [redacted] Interim
Charge d'Affaires of the Embassy of Mauritania in France, acting
on behalf of the Ministry of National Defense, certify that this
(sic); that the following material:

- one hundred and ninety-seven (197) heavy machine guns,
type Browning, model MMB2, .50 caliber, with a maintenance ac-
cessory set for each machine gun, cleaning equipment, a spare
barrel and a type M-3 tripod for each machine gun,

ordered from Boca Investments Ltd. Co. is destined
for the exclusive use of the armed forces of Mauritania and will
not under any circumstances be reexported or turned over to
third parties.

Done in Paris, August 29, 1977

signed: [redacted]
Interim Charge d'Affaires
Seal.

b6
b7c

TRANSLATION FROM FRENCH

Document No. 14

This document is typewritten on a printed bilingual (French and English) form of Commercial Credit of France. It is a statement on "documentary credit" issued by a Paris, France, bank to advise the beneficiary that credit in the specified amount is available against the presentation of certain documents.

According to the letterhead, Commercial Credit of France is a bank with a paid-up capital of 431,050,250 French francs. Its headquarters is located at 103, Avenue de Champs-Elysees, 75000 Paris, France.

The document is dated Paris, September 13, 1977. The bank issuing the credit is called Bank Brussels-Lambert, Lange Gasthuisstraat 20, Antwerp, Belgium. The credit number is DOC 17/1731 G.

The applicant for the credit is the Embassy of the Islamic Republic of Mauritania, Paris, France, on behalf of the Ministry of National Defense of the Islamic Republic of Mauritania, Nouakchott, Mauritania.

The beneficiary of the credit is Boca Investments Limited, Le Gallais Chambers, 54 Bath Street, St. Helier, Jersey - Channel Islands.

The amount of the credit is one million five hundred and twenty-four thousand seven hundred and eighty U.S. dollars (US\$ 1,524,780.00).

The credit is valid until December 9, 1977, at the counters of the Bank Brussels-Lambert.

"Pursuant to our condensed cable of September 12, 1977, from Antwerp, we are issuing in your favor this documentary credit which is available by (sic) payment against presentation of the following documents:

- Signed commercial invoice in 9 copies, made out to the Ministry of National Defense of the Islamic Republic of Mauritania, Nouakchott, indicating "merchandise of current manufacture and certified to be new,"
- airway bills made out to the Ministry of the National Defense of the Islamic Republic of Mauritania, Nouakchott, indicating "freight paid."
- insurance policy or certificate in the amount of the value of the merchandise plus 10%, covering all risks, including

TRANSLATION FROM FRENCH

Document No. 16

(Communication written on letterhead stationery. Portions of the letterhead are missing)

...of Mauritania
Embassy in Paris

.....
5, Rue de Montevideo
75116 Paris

504 83-54

Number 596/AMB

Paris, June 30, 1977

To: Boca Investments
Le Gallais Chambers
54, Bath Street,
St. Helier,
Jersey, Islands

Gentlemen:

It is my pleasure to confirm to you hereby that we are willing to introduce to you buyers of the material which is the subject of your latest proposition specified as follows:

- 200 model 1919 A4 Light Machine Gun Browning, .30 caliber with standard accessories;
- 200 model MBM2 Heavy Machine Gun Browning, .50 caliber with standard accessories,

as long as an inspection of this material by Captain Amadou Anne proves to be favorable.

It is understood that in case the response of Captain Anne is favorable, the contract could be signed immediately through our intermediary.

This procedure is also valid concerning the 10,000 81-millimeter howitzers which would be the subject of a contract signed through our intermediary as long as the inspection is favorable.

I extend my kindest regards.

signed: Ahmed Ould Ghanahalla
Ambassador

Seal of the Paris Embassy
of the Islamic Republic of
Mauritania