

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:)
)
)
Northrop Grumman Corporation)
1840 Century Park East)
Los Angeles, CA 90067)
)
)
Respondent)

ORDER RELATING TO NORTHROP GRUMMAN CORPORATION

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) has notified Northrop Grumman Corporation (“Northrop Grumman”), of its intention to initiate an administrative proceeding against Northrop Grumman pursuant to Section 766.3 of the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2007)) (the “Regulations”),¹ and Section 13(c) of the Export Administration Act of 1979, as amended (50 U.S.C. app. §§ 2401-2420 (2000)) (the “Act”),² through issuance of a proposed charging letter to Northrop Grumman that alleged that Northrop

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2007). The charged violations occurred in 2003 and 2004. The Regulations governing the violations at issue are found in the 2003 and 2004 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2003-2004)). The 2007 Regulations set forth the procedures that apply to this matter.

² Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 15, 2007 (72 Fed. Reg. 46137 (Aug. 16, 2007)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1706 (2000)).

Grumman committed 131 violations of the Regulations, both in its own capacity and as a successor corporation to Litton Industries, Inc. ("Litton"). Specifically, these charges are:

Charge 1 15 C.F.R. § 764.2(a): Reexporting an Item without the Required License

On or about January 27, 2000, Litton, through its Aero Products London Service Center, engaged in conduct prohibited by the Regulations by reexporting a part number 459147-05-03 computer assembly, classified under ECCN 7A103,³ from the United Kingdom to Italy without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Litton committed one violation of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violation as successor to Litton.

Charge 2 15 C.F.R. § 764.2(a): Reexporting an Item without the Required License

On or about April 24, 2001, Northrop Grumman engaged in conduct prohibited by the Regulations by reexporting a model 262300-01, LTN-101 burn-in rack, classified under ECCN 7B001, from the United Kingdom to Germany without the Department of Commerce license required by Section 742.5 of the Regulations. This burn-in rack was originally exported to the United Kingdom under a license issued by the Department of Commerce that did not permit resale, transfer, or reexport without prior authorization by the U.S. Government. In so doing, Northrop Grumman committed one violation of Section 764.2(a) of the Regulations.

Charges 3-4 15 C.F.R. § 764.2(a): Reexporting an Item without the Required License

On or about July 3, 2001 and August 10, 2001, Northrop Grumman engaged in conduct prohibited by the Regulations by reexporting two LTN-101 global navigation air data inertial reference units, classified under ECCN 7A103, from the United Kingdom to Qatar without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Northrop Grumman committed two violations of Section 764.2(a) of the Regulations.

Charge 5 15 C.F.R. § 764.2(a): Refraining from Engaging in Conduct Required by a License Issued Pursuant to the Regulations

On or about September 19, 2000, Litton refrained from engaging in conduct required by a Department of Commerce export license issued to it pursuant to the Regulations. Litton had obtained a license authorizing the export of one LTN-101 global navigation air data

³ The term "ECCN" refers to an Export Control Classification Number. See 15 C.F.R. § 772.1.

inertial reference unit, classified under ECCN 7A103, to an end-user in Qatar. The license required that the unit be returned to the United States after 18 months had elapsed, on or about September 19, 2000. Litton failed to ensure that the unit was returned by this deadline, thereby violating the license condition, which constitutes refraining from committing an act required by a license issued pursuant to the Regulations. In so doing, Litton committed one violation of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violation as successor to Litton.

Charges 6-42 15 C.F.R. § 764.2(a): Exporting Items without the Required License

As described in greater detail in Schedule A, which is enclosed herewith and incorporated herein by reference, on 37 occasions between on or about January 18, 2000 and on or about March 24, 2001, Litton engaged in conduct prohibited by the Regulations by exporting specially designed components for navigation equipment, classified under ECCN 7A103, to Italy, Malaysia, the Philippines, and the United Kingdom without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Litton committed 37 violations of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violations as successor to Litton.

Charges 43-71 15 C.F.R. § 764.2(a): Exporting Items without the Required License

As described in greater detail in Schedule A, which is enclosed herewith and incorporated herein by reference, on 29 occasions between on or about April 5, 2001 and on or about September 5, 2002, Northrop Grumman engaged in conduct prohibited by the Regulations by exporting specially designed components for navigation equipment, classified under ECCN 7A103, to Malaysia and the United Kingdom without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Northrop Grumman committed 29 violations of Section 764.2(a) of the Regulations.

Charges 72-90 15 C.F.R. § 764.2(a): Exporting Items without the Required License

As described in greater detail in Schedule B, which is enclosed herewith and incorporated herein by reference, on 19 occasions between on or about May 30, 2000 and on or about March 28, 2001, Litton engaged in conduct prohibited by the Regulations by exporting LTN-101 module manufacturing data, classified under ECCN 7E002, by facsimile transmission to Singapore without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Litton committed 19 violations of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violations as successor to Litton.

Charges 91-131 15 C.F.R. § 764.2(a): Exporting Items without the Required License

As described in greater detail in Schedule B, which is enclosed herewith and incorporated herein by reference, on 41 occasions between on or about April 4, 2001 and on or about August 1, 2002, Northrop Grumman engaged in conduct prohibited by the Regulations by exporting LTN-101 module manufacturing data, classified under ECCN 7E002, by facsimile transmission to Singapore without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Northrop Grumman committed 41 violations of Section 764.2(a) of the Regulations.

WHEREAS, BIS and Northrop Grumman have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein, and

WHEREAS, I have approved of the terms of such Settlement Agreement;

IT IS THEREFORE ORDERED:

FIRST, that a civil penalty of \$400,000 is assessed against Northrop Grumman, which shall be paid to the U.S. Department of Commerce within 30 days from the date of entry of this Order. Payment shall be made in the manner specified in the attached instructions.

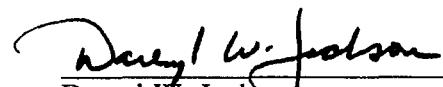
SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and, if payment is not made by the due date specified herein, Northrop Grumman will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, that the timely payment of the civil penalty set forth above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Northrop Grumman. Accordingly, if Northrop Grumman should fail to pay the civil penalty in a

timely manner, the undersigned may enter an Order denying all of Northrop Grumman's export privileges for a period of one year from the date of entry of this Order.

FOURTH, that the proposed charging letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.



Darryl W. Jackson
Assistant Secretary of Commerce
for Export Enforcement

Entered this 23rd day of January, 2008.

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:)
)
)
Northrop Grumman Corporation)
1840 Century Park East)
Los Angeles, CA 90067)
)
)
Respondent)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Northrop Grumman Corporation (“Northrop Grumman”), and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively, the “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2007)) (the “Regulations”),¹ issued pursuant to the Export Administration Act of 1979, as amended (50 U.S.C. app. §§ 2401-2420 (2000)) (the “Act”),²

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2007). The charged violations occurred in 2003 and 2004. The Regulations governing the violations at issue are found in the 2003 and 2004 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2003-2004)). The 2007 Regulations set forth the procedures that apply to this matter.

² Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 15, 2007 (72 Fed. Reg. 46137 (Aug. 16, 2007)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1706 (2000)).

WHEREAS, Northrop Grumman filed a voluntary self-disclosure with BIS's Office of Export Enforcement in accordance with Section 764.5 of the Regulations concerning certain transactions at issue herein;

WHEREAS, BIS has notified Northrop Grumman of its intention to initiate an administrative proceeding against Northrop Grumman, pursuant to the Act and the Regulations;

WHEREAS, BIS has issued a proposed charging letter to Northrop Grumman that alleged that Northrop Grumman committed 131 violations of the Regulations, both in its own capacity and as a successor corporation to Litton Industries, Inc. ("Litton"), specifically:

Charge 1 15 C.F.R. § 764.2(a): Reexporting an Item without the Required License

On or about January 27, 2000, Litton, through its Aero Products London Service Center, engaged in conduct prohibited by the Regulations by reexporting a part number 459147-05-03 computer assembly, classified under ECCN 7A103,³ from the United Kingdom to Italy without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Litton committed one violation of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violation as successor to Litton.

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³ The term "ECCN" refers to an Export Control Classification Number. See 15 C.F.R. § 772.1.

Charges 3-4 15 C.F.R. § 764.2(a): Reexporting an Item without the Required License

On or about July 3, 2001 and August 10, 2001, Northrop Grumman engaged in conduct prohibited by the Regulations by reexporting two LTN-101 global navigation air data inertial reference units, classified under ECCN 7A103, from the United Kingdom to Qatar without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Northrop Grumman committed two violations of Section 764.2(a) of the Regulations.

Charge 5 15 C.F.R. § 764.2(a): Refraining from Engaging in Conduct Required by a License Issued Pursuant to the Regulations

On or about September 19, 2000, Litton refrained from engaging in conduct required by a Department of Commerce export license issued to it pursuant to the Regulations. Litton had obtained a license authorizing the export of one LTN-101 global navigation air data inertial reference unit, classified under ECCN 7A103, to an end-user in Qatar. The license required that the unit be returned to the United States after 18 months had elapsed, on or about September 19, 2000. Litton failed to ensure that the unit was returned by this deadline, thereby violating the license condition, which constitutes refraining from committing an act required by a license issued pursuant to the Regulations. In so doing, Litton committed one violation of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violation as successor to Litton.

Charges 6-42 15 C.F.R. § 764.2(a): Exporting Items without the Required License

As described in greater detail in Schedule A, which is enclosed herewith and incorporated herein by reference, on 37 occasions between on or about January 18, 2000 and on or about March 24, 2001, Litton engaged in conduct prohibited by the Regulations by exporting specially designed components for navigation equipment, classified under ECCN 7A103, to Italy, Malaysia, the Philippines, and the United Kingdom without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Litton committed 37 violations of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violations as successor to Litton.

Charges 43-71 15 C.F.R. § 764.2(a): Exporting Items without the Required License

As described in greater detail in Schedule A, which is enclosed herewith and incorporated herein by reference, on 29 occasions between on or about April 5, 2001 and on or about September 5, 2002, Northrop Grumman engaged in conduct prohibited by the Regulations by exporting specially designed components for navigation equipment, classified under ECCN 7A103, to Malaysia and the United Kingdom without the Department of Commerce license required by Section 742.5 of the Regulations. In so

doing, Northrop Grumman committed 29 violations of Section 764.2(a) of the Regulations.

Charges 72-90

15 C.F.R. § 764.2(a): Exporting Items without the Required License

As described in greater detail in Schedule B, which is enclosed herewith and incorporated herein by reference, on 19 occasions between on or about May 30, 2000 and on or about March 28, 2001, Litton engaged in conduct prohibited by the Regulations by exporting LTN-101 module manufacturing data, classified under ECCN 7E002, by facsimile transmission to Singapore without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Litton committed 19 violations of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violations as successor to Litton.

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As described in greater detail in Schedule B, which is enclosed herewith and incorporated herein by reference, on 41 occasions between on or about April 4, 2001 and on or about August 1, 2002, Northrop Grumman engaged in conduct prohibited by the Regulations by exporting LTN-101 module manufacturing data, classified under ECCN 7E002, by facsimile transmission to Singapore without the Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Northrop Grumman committed 41 violations of Section 764.2(a) of the Regulations.

WHEREAS, Northrop Grumman has reviewed the proposed charging letter and is aware of the allegations made against it and the administrative sanctions which could be imposed against it if the allegations are found to be true;

WHEREAS, Northrop Grumman fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, Northrop Grumman enters into this Agreement voluntarily and with full knowledge of its rights;

WHEREAS, Northrop Grumman states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Northrop Grumman neither admits nor denies the allegations contained in the proposed charging letter;

WHEREAS, Northrop Grumman wishes to settle and dispose of all matters alleged in the proposed charging letter by entering into this Agreement; and

WHEREAS, Northrop Grumman agrees to be bound by the Order, if entered;

NOW THEREFORE, the Parties hereby agree as follows:

1. BIS has jurisdiction over Northrop Grumman, under the Regulations, in connection with the matters alleged in the proposed charging letter.

2. The following sanction shall be imposed against Northrop Grumman in complete settlement of the alleged violations of the Regulations relating to the transactions detailed in the voluntary self-disclosure and the proposed charging letter:

a. Northrop Grumman shall be assessed a civil penalty in the amount of \$400,000, all of which shall be paid to the U.S. Department of Commerce within 30 days from the date of entry of the Order.

b. The timely payment of the civil penalty agreed to in paragraph 2.a is hereby made a condition to the granting, restoration, or continuing validity of any export license, permission, or privilege granted, or to be granted, to Northrop Grumman. Failure to make timely payment of the civil penalty set forth above may result in the denial of all of Northrop Grumman's export privileges for a period of one year from the date of imposition of the penalty.

3. Subject to the approval of this Agreement pursuant to paragraph 8 hereof, Northrop Grumman hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if entered),

including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if entered; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if entered.

4. Upon entry of the Order and timely payment of the \$400,000 civil penalty, BIS will not initiate any further administrative proceeding against Northrop Grumman in connection with any violation of the Act or the Regulations arising out of the transactions identified in the voluntary self-disclosure and the proposed charging letter.

5. BIS will make the proposed charging letter, this Agreement, and the Order, if entered, available to the public.

6. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

7. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if entered, nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

8. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by entering the Order, which

will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

9. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

BUREAU OF INDUSTRY AND SECURITY
U.S. DEPARTMENT OF COMMERCE



Thomas Madigan
Acting Director
Office of Export Enforcement

Date: 12/21/2007

NORTHROP GRUMMAN, INC.



James F. Pitts
Corporate Vice President and President
Electronic Systems Sector

Date: 12/19/07

PROPOSED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Northrop Grumman Corporation
1745 A West Nursery Rd.
M/S A410
Linthicum, MD 21090

Attn: *H. Alan Jones*
Assistant General Counsel

Dear Mr. Jones:

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Northrop Grumman Corporation of Los Angeles, California (“Northrop Grumman”) has committed 73 violations of the Export Administration Regulations (the “Regulations”),¹ which are issued under the authority of the Export Administration Act of 1979, as amended (the “Act”).² BIS also has reason to believe that Northrop Grumman, as the successor corporation to Litton Industries, Inc. (“Litton”), is liable for 58 violations of the Regulations, which were committed by Litton.³ Specifically, BIS charges that Northrop Grumman is liable for the following 131 violations:

Charge 1 15 C.F.R. § 764.2(a): Reexporting an Item without the Required License

On or about January 27, 2000, Litton, through its Aero Products London Service Center, engaged in conduct prohibited by the Regulations by reexporting a part number 459147-05-03 computer assembly, classified under ECCN 7A103,⁴ from the United Kingdom to Italy without the

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³ Northrop Grumman acquired Litton on April 3, 2001.

⁴ The term “ECCN” refers to an Export Control Classification Number. See 15 C.F.R. § 772.1.

Department of Commerce license required by Section 742.5 of the Regulations. In so doing, Litton committed one violation of Section 764.2(a) of the Regulations and Northrop Grumman is liable for the violation as successor to Litton.

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* * * *

Accordingly, Northrop Grumman is hereby notified that an administrative proceeding is instituted against it pursuant to Section 13(c) of the Act and Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including any or all of the following:

- The maximum civil penalty allowed by law of \$11,000 per violation;⁵

⁵ 15 C.F.R. § 6.4 (2000-2002), as supplemented by 68 Fed. Reg. 4,380 (Jan. 29, 2003), and 68 Fed. Reg. 69,001 (Dec. 11, 2003).

Northrop Grumman Corporation
Proposed Charging Letter
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- Denial of export privileges; and/or
- Exclusion from practice before BIS.

If Northrop Grumman fails to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. *See* 15 C.F.R. §§ 766.6 and 766.7. If Northrop Grumman defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Northrop Grumman. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

Northrop Grumman is further notified that it is entitled to an agency hearing on the record if it files a written demand for one with its answer. *See* 15 C.F.R. § 766.6. Northrop Grumman is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. *See* 15 C.F.R. §§ 766.3(a) and 766.4.

The Regulations provide for settlement without a hearing. *See* 15 C.F.R. § 766.18. Should Northrop Grumman have a proposal to settle this case, Northrop Grumman should transmit it to the attorney representing BIS named below.

Northrop Grumman is further notified that under the Small Business Regulatory Enforcement Flexibility Act, Northrop Grumman may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Northrop Grumman's answer must be filed in accordance with the instructions in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center
40 S. Gay Street
Baltimore, Maryland 21202-4022

In addition, a copy of Northrop Grumman's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Adrienne Frazier, Esq.
Room H-3839
United States Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Northrop Grumman Corporation
Proposed Charging Letter
Page 5 of 5

Adrienne Frazier is the attorney representing BIS in this case; any communications that Northrop Grumman may wish to have concerning this matter should occur through her. Ms. Frazier may be contacted by telephone at (202) 482-5301.

Sincerely,

Kevin Delli-Colli
Director
Office of Export Enforcement

Northrup Grumman Corporation
 Proposed Charging Letter
 SCHEDULE A
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CHARGE NO.	APPROX. EXPORT DATE	ITEM(S) DESCRIPTION	ECCN	DESTINATION	WAYBILL NO.	INVOICE / PURCHASE ORDER / SHIPPER NO.	APPROX. VALUE
6	January 18, 2000	Part No. 595109-2	7A103	Malaysia	13.368889	C304762	\$12,538.00
		Part No. 576001-5					
		Part No. 575129-1					
7	February 25, 2000	Part No. 575109-2	7A103	Malaysia	13.369634	C305313	\$48,176.00
8	March 30, 2000	Part No. 576001-5	7A103	Malaysia	13.370671	C305902	\$8,400.00
		Part No. 576003-3					
9	April 13, 2000	Part No. 106045-1-07					
10	April 19, 2000	Part No. 575129-1	7A103	Malaysia	13.370701	C305932	\$5,005.26
11	April 27, 2000	Part No. 576002-3	7A103	Malaysia	13.370710	C305939	\$5,457.50
12	May 17, 2000	Part No. 576002-3	7A103	Malaysia	13.370723	C306487	\$9,343.75
		Part No. 575109-2	7A103	Malaysia	13.370754	C306787	\$25,076.00
13	May 22, 2000	Part No. 550031-1	7A103	United Kingdom	13.370759	25733	\$215.00
14	May 25, 2000	Part No. 576002-3	7A103	Malaysia	13.371553	C306542	\$17,273.75
15	June 28, 2000	Part No. 575129-1	7A103	Philippines	13.371619	C306991	\$490.00
16	June 29, 2000	Part No. 576002-3	7A103	Malaysia	13.371621	C307306	\$8,222.50
17	June 30, 2000	Part No. 575109-2	7A103	Malaysia	13.371627	C306995	\$25,076.00
18	July 6, 2000	Part No. 576002-3	7A103	Malaysia	13.371628	C306999	\$5,606.25
19	July 13, 2000	Part No. 575129-1	7A103	Malaysia	13.371636	C307462	\$14,700.00
20	July 20, 2000	Part No. 576002-3	7A103	Malaysia	13.372878	C307185	\$9,977.50
21	July 27, 2000	Part No. 576002-3	7A103	Malaysia	13.372889	C307479	\$8,141.25
22	August 3, 2000	Part No. 576001-5	7A103	Malaysia	13.372899	C307493	\$8,400.00
23	August 24, 2000	Part No. 575109-2	7A103	Malaysia	13.372935	C307517	\$25,076.00
24	August 31, 2000	Part No. 576001-5	7A103	Malaysia	13.372944	C307533	\$7,560.00
25	September 8, 2000	Part No. 576003-3	7A103	Malaysia	13.372954	C307542	\$7,600.00
26	September 28, 2000	Part No. 575109-2					
27	October 19, 2000	Part No. 575129-1	7A103	Malaysia	13.374004	C308431	\$33,259.00
		Part No. 576002-3					
28	November 9, 2000	Part No. 576003-3	7A103	Malaysia	13.374037	C308457	\$8,526.00
29	November 22, 2000	Part No. 575109-2	7A103	Malaysia	13.374071	C308484	\$20,600.00
30	November 28, 2000	Part No. 575103-3	7A103	Malaysia	13.374092	C309276	\$12,538.00
31	November 30, 2000	Part No. 576001-5	7A103	Malaysia	13.374093	C309286	\$10,000.00
							\$8,750.00

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32	December 14, 2000	Part No. 465491-07	7A103	Malaysia	13.374124	C309327	\$6,600.00
33	December 21, 2000	Part No. 575129-1	7A103	Malaysia	13.374132	C309653	\$18,861.00
34	January 25, 2001	Part No. 576003-3	7A103	Malaysia	13.374173	C309378	\$1,625.00
35	February 5, 2001	Part No. 111220-6001	7A103	Italy	n/a	31058	\$4,110.00
		Part No. 575109-2					
36	February 8, 2001	Part No. 576003-3	7A103	Malaysia	13.374188	C310052	
37	February 15, 2001	Part No. 576003-3	7A103	Malaysia	13.375853	C310063	\$71,814.75
38	February 22, 2001	Part No. 465491-07	7A103	Malaysia	13.375862		\$8,208.00
39	March 1, 2001	Part No. 576001-5	7A103	Malaysia	13.375871	C310295	\$14,675.00
40	March 14, 2001	Part No. 576003-3	7A103	Malaysia	13.75889	C310466	\$8,750.00
41	March 22, 2001	Part No. 576003-2	7A103	Malaysia	13.375897	C310326	\$2,717.00
42	March 24, 2001	Part No. 576002-5	7A103	Malaysia	13.375943	C310341	\$22,000.00
43	April 5, 2001	Part No. 576003-4	7A103	Malaysia	13.375912	C311126	\$8,520.00
44	April 12, 2001	Part No. 576002-5	7A103	Malaysia	13.375922	C311099	\$7,312.50
45	April 19, 2001	Part No. 575109-2	7A103	Malaysia	13.375932	C310959	\$1,590.40
46	May 3, 2001	Part No. 576003-4	7A103	Malaysia	13.375950	C310975	\$25,076.00
47	May 30, 2001	Part No. 550025-1	7A103	United Kingdom	13.375987	C310998	\$3,471.00
48	July 9, 2001	Part No. 576003-5	7A103	Malaysia	13.376038	C312281	\$496.40
49	July 12, 2001	Part No. 465493-101	7A103	Malaysia	13.376043	C312284	\$825.00
50	July 19, 2001	Part No. 576003-4	7A103	Malaysia	13.376051	C312118	\$134.00
51	September 6, 2001	Part No. 576003-5	7A103	Malaysia	13.376051	C312111	\$7,911.50
52	September 20, 2001	Part No. 106045-1-04	7A103	Malaysia	13.377895	C312982	\$14.00
53	September 20, 2001	Part No. 576003-5	7A103	Malaysia	13.377908	C312854	\$4,000.00
		Part No. 575130-1	7A103	Malaysia	13.377909	C313005	\$979.76
54	October 15, 2001	Part No. 576003-4	7A103	Malaysia	13.378636	C312881	\$25,100.00
55	November 20, 2001	Part No. 576002-5	7A103	Malaysia	13.378702	C313833	\$22,720.00
		Part No. 575129-1					
56	November 29, 2001	Part No. 575109-2	7A103	Malaysia	13.378708	C314042	\$40,511.00
57	December 20, 2001	Part No. 576003-5	7A103	Malaysia	13.378725	C313858	\$9,175.00
58	January 17, 2002	Part No. 465472-07	7A103	Malaysia	13.37848	C313884	\$6,600.00

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59	February 1, 2002	Part No. 576001-5	7A103	Malaysia	13.378766	C317439	\$9,500.00	
60		Part No. 576002-5						
	February 7, 2002	Part No. 576003-4						
61	February 14, 2002	Part No. 573109-2	7A103	Malaysia	13.378773	C317032	\$29,804.18	
62	March 21, 2002	Part No. 575103-3	7A103	Malaysia	13.378782	C317458	\$1,000.00	
63	April 18, 2002	Part No. 575109-2	7A103	Malaysia	13.378821	C318339	\$25,076.00	
64	April 25, 2002	Part No. 575129-1	7A103	Malaysia	13.380499	C317899	\$3,920.00	
65	May 2, 2002	Part No. 575129-1	7A103	Malaysia	13.380506	C318457	\$15,435.00	
66	June 4, 2002	Part No. 105148-3-02	7A103	Malaysia	13.380513	C318627	\$6,679.40	
67	June 11, 2002	Part No. 575130-1	7A103	Malaysia	13.380548	C318632	\$19,926.72	
68	June 25, 2002	Part No. 575129-1	7A103	Malaysia	13.380554	C318634	\$65,300.00	
69	July 15, 2002	Part No. 576003-4	7A103	Malaysia	13.380572	C318638	\$1,560.00	
70	July 26, 2002	Part No. 575109-2	7A103	Malaysia	13.380595	C318640	\$21,941.50	
71	September 5, 2002	Part No. 576001-5	7A103	Malaysia	13.380606	C318641	\$34,880.00	
		Part No. 576002-5						
		Part No. 576003-4						
		Part No. 575109-2	7A103	Malaysia	13.380648	C318652	\$18,655.36	

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CHARGE NO.	APPROX. EXPORT DATE	ITEM(S) DESCRIPTION	ECCN	DESTINATION
72	November 15, 2000	Engineering Change Order No. 410403	7E002	Singapore
73	November 15, 2000	Engineering Change Order No. 410386	7E002	Singapore
74	November 21, 2000	Engineering Change Order No. 410403	7E002	Singapore
75	November 22, 2000	Substitute Item Authorization 10247	7E002	Singapore
76	November 29, 2000	Engineering Change Order No. 41047	7E002	Singapore
77	December 18, 2000	Parts List 465472-07-Rev. C	7E002	Singapore
78	December 21, 2000	Parts List 465493-07 Rev. B	7E002	Singapore
79	December 21, 2000	Parts List 466575-02 Rev. E	7E002	Singapore
80	January 10, 2001	Substitute Item Authorization 10250	7E002	Singapore
81	January 15, 2001	Engineering Change Order No. 410422	7E002	Singapore
82	January 26, 2001	Engineering Change Order No. 41049	7E002	Singapore
83	January 26, 2001	Engineering Change Order No. 41049	7E002	Singapore
84	February 15, 2001	Parts List 465472-07 Rev D	7E002	Singapore
85	February 16, 2001	Engineering Change Order No. 410386	7E002	Singapore
86	approx. February 15, 2001	ECO 410463	7E002	Singapore
87	March 14, 2001	Engineering Change Order No. 410482	7E002	Singapore
88	March 14, 2001	Parts List Rev F 466575	7E002	Singapore
89	March 26, 2001	Engineering Rework Authorization No. 28963	7E002	Singapore
90	March 28, 2001	Engineering Rework Authorization No. 410500	7E002	Singapore
91	April 4, 2001	465903-01	7E002	Singapore
92	April 24, 2001	Engineering Rework Authorization No. 410522	7E002	Singapore
93	May 1, 2001	Engineering Change Order No. 410500	7E002	Singapore
94	May 18, 2001	Parts List 465315 Rev C	7E002	Singapore
95	May 22, 2001	Engineering Change Order No. 410533 for 465477	7E002	Singapore
96	June 5, 2001	Engineering Change Order No. 410522 for 465315	7E002	Singapore
		Engineering Change Order No. 410544	7E002	Singapore
97	June 11, 2001	1st Article	465609	
98	June 12, 2001	465610	7E002	Singapore
99	June 26, 2001	Parts List 466575-02 Rev. F	7E002	Singapore
100	July 2, 2001	Engineering Change Order No. 410576	7E002	Singapore
101	July 10, 2001	Engineering Change Order No. 410528	7E002	Singapore
102	August 15, 2001	Action Request 2-0104	7E002	Singapore
		466870	7E002	Singapore

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103	August 15, 2001	466871	465478	Engineering Change Order No. 410616	7E002	Singapore
104	August 22, 2001			Parts List 465491-07 Rev D	7E002	Singapore
105	August 22, 2001			Assembly No. 465609-01	7E002	Singapore
106	August 28, 2001			Parts List 466871 Rev B	7E002	Singapore
107	October 12, 2001			Engineering Change Order No 410657	7E002	Singapore
108	October 26, 2001			WL 465465-01	7E002	Singapore
109	November 6, 2001			Engineering Change Order No. 410666	7E002	Singapore
110	November 9, 2001			Parts List 466871-02 Rev C	7E002	Singapore
111	November 14, 2001			466872	7E002	Singapore
112	December 5, 2001			Substitute Item Authorization 12139 for 575132-1	7E002	Singapore
113	January 3, 2002			Parts List 465477-04 Rev A	Engineering	
114	January 14, 2002			Change Order No. 410680	7E002	Singapore
115	January 24, 2002			Engineering Change Order No. 410671	7E002	Singapore
116	February 1, 2002			Engineering Change Order No. 410693	7E002	Singapore
117	February 21, 2002			Engineering Change Order No. 410700	7E002	Singapore
118	February 27, 2002			465474-03 PL Rev J Dwg 465474- Rev Y	7E002	Singapore
119	February 27, 2002			465465 Rev K	7E002	Singapore
120	March 28, 2002			Engineering Change Order No. 410671	7E002	Singapore
121	April 2, 2002			Parts List 466576-02 Rev D	7E002	Singapore
122	April 10, 2002			Engineering Change Order No. 410720	7E002	Singapore
123	May 14, 2002			Parts List 465472-07 Rev F	7E002	Singapore
124	June 4, 2002			Engineering Change Order No. 410735	7E002	Singapore
125	June 19, 2002			M55342K04BIT00R	7E002	Singapore
126	June 25, 2002			M55342K04B 1H00M	7E002	Singapore
127	July 18, 2002			Engineering Change Order Nos. 410755	7E002	Singapore
128	July 19, 2002			410557	7E002	Singapore
129	July 22, 2002			Engineering Rework Authorization No. 28971	7E002	Singapore
130	July 26, 2002			466874 -101	7E002	Singapore
131	August 1, 2002			500054	7E002	Singapore
				Specifications 575129	7E002	Singapore
				Manufacturing Rework Instructions for 465477	7E002	Singapore
				Parts List 465465-04 Rev G; Dwg 465465 Rev K	7E002	Singapore