

United States Courts  
Southern District of Texas  
FILED

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

JAN - 5 2007

Michael N. Milby, Clerk

UNITED STATES OF AMERICA :

v. :

VETCO GRAY CONTROLS INC., :

VETCO GRAY UK LIMITED, :

and :

VETCO GRAY CONTROLS LIMITED, :

Defendants. :

NO: CR \_\_\_\_\_ UNDER SEAL

18 U.S.C. § 371

(Conspiracy)

15 U.S.C. §§ 78dd-2, 78dd-3

(Foreign Corrupt Practices Act)

H-07-004

UN-SEALED PER 2/6/07



**INFORMATION**

The United States Department of Justice alleges that:

**COUNT ONE**  
**(Conspiracy)**

At all times relevant to this Information:

**GENERAL ALLEGATIONS**

1. The Foreign Corrupt Practices Act of 1977 (hereinafter, the "FCPA"), as amended, 15 U.S.C. §§ 78dd-1, *et seq.*, was enacted by Congress for the purpose of, among other things, making it unlawful to take any act in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign government official for the purpose of assisting in obtaining or retaining business for, or directing business to, any person or securing an improper advantage.

**BACKGROUND**

2. On or about July 12, 2004, a group of private equity entities acquired the upstream oil and gas businesses and assets of ABB Handels-und Verwaltungen AG ("ABB"), a holding

company incorporated and with its headquarters in Zurich, Switzerland. Vetco International Limited (“Vetco International”), Vetco Limited (“Vetco Limited”), and Vetco International Holding 4 Limited (“Vetco Holding”), all United Kingdom companies, were established to hold the acquired ABB entities. Vetco International was the direct parent corporation of Vetco Limited; Vetco Limited was the direct parent corporation of Vetco Holding; and, Vetco Holding was the direct parent corporation of the acquired ABB entities. The principal entities acquired from ABB included, among others, ABB Offshore Systems Inc., ABB Vetco Gray UK Ltd., ABB Offshore Systems Ltd., ABB Offshore Systems AS, and ABB Vetco Gray Inc.

3. After July 12, 2004, ABB Offshore Systems Inc., ABB Vetco Gray UK Ltd., and ABB Offshore Systems Ltd. were renamed Vetco Gray Controls Inc., Vetco Gray UK Limited, and Vetco Gray Controls Limited, respectively. In addition, portions of ABB Offshore Systems AS became Vetco Aibel AS in Norway and other portions were placed in a newly formed United Kingdom company called Vetco Aibel Holding Limited. Vetco Aibel Holding Limited also eventually became the parent of most of the previously named ABB Offshore AS entities conducting business in countries outside Norway, including entities in Africa, Asia and Latin America. Vetco Aibel AS and Vetco Aibel Holding Limited were direct subsidiaries of Vetco Limited.

4. On or about December 7, 2006, Vetco Holding and Vetco Limited became sister companies. Vetco Holding became the parent of all Vetco Gray entities worldwide which includes, among others, the defendants. Vetco Limited was renamed Aibel Group Limited (hereinafter referred to as “Aibel Group Limited”) and became the direct parent of, among others, Vetco Aibel AS, Vetco Aibel Holding Limited and Drilling Controls Inc.

**Vetco Gray Controls Inc.**

5. Between in or about September 2002 and in or about April 2005, ABB Offshore Systems Inc. and its successor company defendant Vetco Gray Controls Inc. (collectively referred to as “VETCO GRAY CONTROLS INC.”), was a business incorporated under the laws of Texas having its principal place of business in Houston, Texas. VETCO GRAY CONTROLS INC. was and is a “domestic concern” within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(1)(B). VETCO GRAY CONTROLS INC. and its affiliates were engaged in, among other things, the manufacture of subsea equipment and managing the technical, commercial and administrative coordination of subsea projects.

6. Between in or about September 2002 and in or about April 2005, VETCO GRAY CONTROLS INC. frequently provided services and personnel to Aibel Group Limited, through its principal subsidiary Vetco Aibel AS and its predecessor ABB Offshore Systems AS (collectively referred to as “Vetco Aibel AS”), and to Vetco Gray Inc. and its predecessor ABB Vetco Gray Inc. in Houston, Texas (collectively referred to as “Vetco Gray Inc.”). Both Aibel Group Limited and Vetco Gray Inc. manufactured equipment for subsea projects.

**Vetco Gray UK Limited**

7. Between in or about September 2002 and in or about April 2005, ABB Vetco Gray UK Ltd. and its successor entity defendant Vetco Gray UK Limited (collectively referred to as “VETCO GRAY UK”), was a business incorporated under the laws of the United Kingdom having its principal place of business in Aberdeen, Scotland. VETCO GRAY UK was and is a “person” within the meaning of the FCPA, 15 U.S.C. § 78dd-3(f)(1). VETCO GRAY UK had general responsibility within the Vetco Gray division of the Vetco International entities for business in the “Eastern Region,” that included, among others, the Federal Republic of Nigeria.

8. As more fully described herein, VETCO GRAY UK, by frequently using its co-defendant and other affiliated U.S. entities and their personnel to perform acts for the benefit of VETCO GRAY UK and its subsidiaries and affiliates in connection with the joint performance of subsea projects, while in the territory of the United States, used and caused the use of the mails and means and instrumentalities of interstate commerce and performed other acts in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person or securing any improper advantage, all within the meaning of the FCPA, 15 U.S.C. § 78dd-3.

**Vetco Gray Controls Limited**

9. Between in or about September 2002 and in or about April 2005, ABB Offshore Systems Ltd. and its successor entity defendant Vetco Gray Controls Limited (collectively referred to as “VETCO GRAY CONTROLS LIMITED”), was a business incorporated under the laws of the United Kingdom having its principal place of business in Nailsea, England, and offices in Aberdeen, Scotland. VETCO GRAY CONTROLS LIMITED was and is a “person” within the meaning of the FCPA, 15 U.S.C. § 78dd-3(f)(1).

10. As more fully described herein, as a result of its having frequently used its affiliated U.S. entities and their personnel for the benefit of defendant VETCO GRAY CONTROLS LIMITED and its subsidiaries and affiliates in connection with their joint performance of subsea projects, defendant VETCO GRAY CONTROLS LIMITED, while in the territory of the United States, used and caused the use of the mails and means and instrumentalities of interstate commerce and performed other acts in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign official for the purpose of obtaining or

retaining business for, or directing business to, any person or securing any improper advantage, all within the meaning of the FCPA, 15 U.S.C. §78dd-3.

### **The Bonga Contract**

11. In or about February 2001, defendant VETCO GRAY UK was awarded a contract to engineer, procure and construct all subsea equipment for drilling in connection with Nigeria's first deepwater oil drilling project, the Bonga Project (hereinafter referred to as "the Bonga Contract"). The Bonga Contract was awarded by a joint venture entity established between a private oil company and the Federal Republic of Nigeria (hereinafter referred to as "the customer").

12. As part of the Bonga Contract, the defendants supplied to the customer subsea hardware and software equipment and engineering services for the production of oil, including manifolds, trees, wellheads, connection systems, controls, modules, intervention equipment, integration testing, and installation support.

13. Under the terms of the Bonga Contract, defendant VETCO GRAY UK performed certain portions of the Bonga Contract itself and delegated or subcontracted other work to its co-defendants and affiliated entities. Defendant VETCO GRAY UK manufactured the subsea "Christmas" trees, associated hardware and certain topside material in Scotland. It also established and staffed a base in Onne Port, Nigeria (the "Onne Base") to provide in-country support for the Bonga Contract, with the assistance of employees of Vetco Gray Nigeria ("VGN"), a Nigerian company owned by ABB and a group of Nigerian individuals. From in or about September 2002 until in or about July 2005, defendant VETCO GRAY UK managed VGN.

14. Defendant VETCO GRAY CONTROLS INC. manufactured subsea terminals and provided engineers for in-country technical support in connection with the Bonga Contract.

15. Defendant VETCO GRAY CONTROLS LIMITED manufactured subsea control modules (“SCMs”) to operate the subsea trees and maintained an aftermarket facility in connection with the Bonga Contract.

16. Aibel Group Limited, through its principal subsidiary Vetco Aibel AS, designed manifolds and supplied a portion of the subsea equipment, including umbilicals, from its facilities in Norway in connection with the Bonga Contract.

17. In or about 2001, defendants VETCO GRAY UK and VETCO GRAY CONTROLS INC. entered into a consortium agreement pursuant to which VETCO GRAY CONTROLS INC. became the technical, commercial and administrative coordinator of the Bonga Contract and became responsible for the transportation and customs clearance of all goods and equipment destined for that project.

18. Defendant VETCO GRAY CONTROLS INC., in turn, assigned management responsibility to its in-house Engineering, Procurement and Construction Group (“EPC Group”), located in Houston, Texas. The primary role of the EPC Group was to interface with the customer and with all goods and services providers. The EPC Group appointed an overall Project Manager for the Bonga Contract (the “EPC Bonga Project Manager”) and a logistics coordinator (the “EPC Logistics Coordinator”). Each of the defendants and co-conspirators that supplied goods or equipment for the Bonga Contract appointed a deputy project manager for the Bonga Contract who reported to the EPC Bonga Project Manager in Houston, Texas and frequently communicated with the EPC Logistics Coordinator in Houston regarding the shipment of goods and equipment to Nigeria.

#### **OTHER RELEVANT ENTITIES AND INDIVIDUALS**

19. The Ministry of Finance of the Federal Republic of Nigeria was responsible for assessing and collecting duties and tariffs on all goods imported into Nigeria, through a

government agency called the Nigerian Customs Service (“NCS”). Employees of NCS are “foreign officials” within the meaning of the FCPA, 15 U.S.C. §§ 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

20. A major international freight forwarding and customs clearing agent (hereinafter “Agent A”) handled all arrangements to clear goods and equipment through NCS on behalf of all of the defendants and their co-conspirators, including the processing of required documents and obtaining needed approvals from NCS officials. Agent A also provided express door-to-door courier freight and other logistics and customs clearance services. Agent A, at the request of employees of defendants, also sought to resolve disputes or problems that arose with NCS.

21. Employee A, a Norwegian national, was an employee of Aibel Group Limited, and its subsidiary Vetco Aibel AS, who was seconded to defendant VETCO GRAY CONTROLS INC. to work in the EPC Group. From in or about September 2002 through at least in or about March 2003, Employee A was the Project Manager for the Bonga Contract. Employee A was located in Houston, Texas.

22. Employee B, a Norwegian national, was an employee of Aibel Group Limited, and its subsidiary Vetco Aibel AS, who was also seconded to defendant VETCO GRAY CONTROLS INC. to work in the EPC Group. From in or about March 2003 through at least in or about April 2005, Employee B was the Project Manager for the Bonga Contract. Employee B was located in Houston, Texas.

23. Employee C, a United States citizen, was an employee of defendant VETCO GRAY CONTROLS INC. From in or about September 2002 until in or about April 2005, Employee C was the EPC Logistics Coordinator for the Bonga Contract. Employee C was located in Houston, Texas.

24. Employee D, was an employee of Aibel Group Limited and its subsidiary Vetco Aibel AS who was seconded to defendant VETCO GRAY UK. From in or about September 2002 until in or about February 2003, Employee D was the EPC In-Country Representative, located in Nigeria. From in or about April 2003 until in or about April 2005, Employee D was one of the Onne Base Managers, located in Nigeria.

25. Employee E was an employee of VGN. Employee E was the Port Harcourt Logistics Coordinator, located in Nigeria.

26. Employee F was an employee of defendant VETCO GRAY UK. Employee F was the VETCO GRAY UK Deputy Bonga Project Manager, located in Aberdeen, Scotland.

27. Employee G was an employee of defendant VETCO GRAY UK. Employee G was VETCO GRAY UK's Country Manager for Nigeria, located in Nigeria.

28. Employee H was an employee of defendant VETCO GRAY CONTROLS LIMITED. Employee H was the VETCO GRAY CONTROLS LIMITED Deputy Bonga Project Engineer, located in Nailsea, England.

**CONSPIRACY TO VIOLATE THE FOREIGN CORRUPT PRACTICES ACT**

29. From in or about September 2002 through in or about April 2005, in the Southern District of Texas, and elsewhere, defendants VETCO GRAY CONTROLS INC., VETCO GRAY UK, and VETCO GRAY CONTROLS LIMITED did unlawfully, willfully and knowingly conspire and agree with Employees A through H, and with other persons, known and unknown, to commit the following offense against the United States:

To violate the Foreign Corrupt Practices Act by the use of the mails, and of means and instrumentalities of interstate commerce, corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, and anything of value to foreign officials for purposes of: (A) influencing acts and decisions of such foreign officials in their official



capacities; (B) inducing such foreign officials to do and omit to do acts in violation of the lawful duty of such officials; (C) securing an improper advantage; and (D) inducing such foreign officials to use their influence with foreign governments and instrumentalities thereof to affect and influence acts and decisions of such governments and instrumentalities in order to assist defendants VETCO GRAY CONTROLS INC., VETCO GRAY UK, and VETCO GRAY CONTROLS LIMITED in obtaining and retaining business for and with, and directing business to, and securing an improper advantage and preferential treatment for, VETCO GRAY CONTROLS INC., VETCO GRAY UK, and VETCO GRAY CONTROLS LIMITED, contrary to Title 15, United States Code, §§ 78dd-2 and 78dd-3.

#### **PURPOSE OF THE CONSPIRACY**

30. The primary purpose of the conspiracy was to make cash payments to NCS officials, in order to secure an improper advantage from the NCS officials and to induce the NCS officials to provide preferential treatment to defendants VETCO GRAY CONTROLS INC., VETCO GRAY UK, and VETCO GRAY CONTROLS LIMITED in connection with the customs clearance process and the avoidance of Nigerian customs duties and tariffs.

#### **MANNER AND MEANS OF THE CONSPIRACY**

31. The manner and means by which the defendants VETCO GRAY CONTROLS INC., VETCO GRAY UK, and VETCO GRAY CONTROLS LIMITED sought to accomplish and accomplished the object of the conspiracy, included, but were not limited to the following:

a. It was part of the conspiracy that from at least in or about September 2002 until in or about April 2005, the defendants and their co-conspirators, through their respective employees, participated with each other, and with other persons known and unknown, in a plan to authorize corrupt payments to NCS officials in Nigeria to induce those officials to provide to the defendants and their co-conspirators preferential treatment in the customs clearance process

and to secure an improper advantage with respect to the importation of goods and equipment into Nigeria.

b. It was further part of the conspiracy that the defendant VETCO GRAY CONTROLS INC.'s EPC Group would manage the shipments and coordinate the logistics for the goods sent to Nigeria for the Bonga Contract. The EPC Group communicated with the defendants, their conspirators, and Agent A to facilitate this process and the related payments. Agent A invoiced defendant VETCO GRAY CONTROLS INC. for its services in Nigeria, unless defendants VETCO GRAY CONTROLS LIMITED or VETCO GRAY UK directly requested the services of Agent A, in which case they were invoiced directly. For invoices submitted to VETCO GRAY CONTROLS INC., the EPC Group would communicate with the other defendants and co-conspirators to determine which Vetco International entity should bear the costs for Agent A's services.

c. It was further part of the conspiracy that the payments made by Agent A to the NCS officials on behalf of the defendants, with the knowledge and authorization of defendants and their co-conspirators, in connection with Agent A's services, were identified as: "express courier service," "interventions," and "evacuations."

#### **Express Courier Payments**

i. From in or about September 2002 until in or about April 2005, the defendants and their co-conspirators authorized Agent A to make payments to NCS officials in Nigeria, which payments were associated with Agent A's "express courier service." Employees of the defendants, and their co-conspirators, who worked on the Bonga Contract knew that in conjunction with its "express courier service" Agent A, on defendants' behalf, made payments to NCS officials to induce those officials to disregard their official duties and responsibilities and to provide preferential treatment and otherwise obtain improper advantages regarding the customs

clearance process for defendants and their co-conspirators. Agent A then invoiced the defendants for the payments made to the NCS officials, identifying the payments as a "local processing fee" or an "administrative/transport fee." The defendants authorized the use of Agent A's "express courier service" while knowing that the service included improper payments to NCS officials.

ii. Between in or about September 2002 until in or about April 2005, the defendants and their co-conspirators, authorized the payment of at least 338 "local processing fees" or "administrative/ transport fees," totaling \$2,003,908.

### **Interventions**

iii. From at least in or about September 2002 through in or about April 2005, defendants and their co-conspirators, authorized Agent A to make a second type of payment known as an "intervention" to NCS officials. The defendants, through their employees, authorized Agent A to perform an "intervention" to "resolve" problems or violations that arose when the defendants and their co-conspirators violated Nigerian customs rules or NCS officers seized defendants' goods. Employees of defendants and their co-conspirators who worked on the Bonga Contract knew that in conjunction with its "intervention" service Agent A made payments to NCS officials to induce those officials to disregard their official duties and responsibilities and to provide preferential treatment and otherwise obtain improper advantages regarding the customs clearance process for defendants and their co-conspirators. The defendants authorized the use of Agent A's "intervention" service while knowing that the service included improper payments to NCS officials.

iv. Between in or about September 2002 and in or about April 2005, Agent A performed at least 19 "interventions" in Nigeria for the benefit and with the authorization of defendants and their co-conspirators, totaling \$59,733.

**Evacuations**

v. From at least in or about September 2002 until in or about April 2005, defendants and their co-conspirators authorized Agent A to make a third type of payment to NCS officials in Nigeria called “evacuations.” The defendants and their co-conspirators engaged Agent A to perform “evacuations” when defendants urgently needed goods that were delayed in customs because of their failure to pay customs duties or other documentation irregularities. Employees of defendants and their co-conspirators who worked on the Bonga Contract knew that in conjunction with its “evacuations” service Agent A made payments to NCS officials to induce those officials to disregard their official duties and allow the delayed goods to leave the custody of the NCS. The defendants authorized the use of Agent A’s “evacuations” service while knowing that the service included improper payments to NCS officials.

vi. Between in or about September 2002 and in or about April 2005, defendants authorized Agent A to perform at least 21 such “evacuations” in Nigeria, totaling \$74,862.

**OVERT ACTS**

32. In furtherance of the conspiracy and to accomplish its unlawful objects, the following overt acts, among others, were committed by the defendants VETCO GRAY CONTROLS INC., VETCO GRAY UK, and VETCO GRAY CONTROLS LIMITED, co-conspirators not named as defendants herein, and others known and unknown, in the Southern District of Texas, and elsewhere:

**Express Courier Services**

a. In or about September 2002, Employee A, an Aibel Group Limited employee seconded to defendant VETCO GRAY CONTROLS INC., and Employee C, an employee of defendant VETCO GRAY CONTROLS INC., participated in a telephone conversation with

representatives of Agent A and the Bonga Contract customer in which Agent A's representative explained that goods that were shipped using the "express courier service" would arrive in Nigeria "customs cleared" and would be subject to significantly reduced customs duties and tariffs. Agent A's representatives further explained, however, that the company would be unable to provide defendants any receipts for any payment of customs duties.

b. Between in or about September 2002 to in or about October 2004, Employee C described Agent A's services to Employee B, an employee seconded to VETCO GRAY CONTROLS INC., Employee D, an employee seconded to VETCO GRAY UK, and other employees of the defendants and their co-conspirators, and specifically discussed the lack of supporting documentation that would be available to establish the Nigerian customs duties were properly paid.

c. In or about the years 2002 and 2003, an Agent A representative informed Employee C that the express courier service operated pursuant to an "on the side," "internal" agreement between Agent A and certain unnamed NCS officials. Further, Agent A's representative informed Employee C that "it was none of [Employee C's] business how [Agent A would] get it done" and that Employee C did "not want to know" what Agent A had to do.

d. On or about October 29, 2003, Employee E, a VGN employee, wrote an email to various employees of defendant VETCO GRAY UK, including Employee F, in which Employee E explained that Agent A's express courier service could be used for "imports to Nigeria cause believe it or not, they sneak the goods past customs."

e. On or about November 11, 2003, Employee E also wrote to Employee G, another employee of the defendant VETCO GRAY UK, explaining that Employee E always "had to manipulate paper for customs when these [express courier service] items have to be exported out, as there are always no back up docs. The [express courier service] is an [Agent A] special

arrangement where they subvert customs procedure at the airport to deliver items to their clients.”

f. On or about January 30, 2004, Employee H, an employee of defendant VETCO GRAY CONTROLS LIMITED, sought information from Agent A regarding the “local processing fees” on an invoice and learned from Agent A’s representative that the “the ‘local’ processing fee . . . is approx 1/3 of the duties. This is the rub.”

g. On or about February 3, 2004, Employee D, an employee seconded to defendant VETCO GRAY UK, explained the practice of making improper payments to NSC officials in an email to Employees B and C, stating that “[a]s we all know, [Agent A’s courier service] is a movement into the country when customs are paid to ‘close their eyes’ and movements at the airport when it is dark, this is Nigeria.”

h. From in or about September 2002 to in or about April 2005, with knowledge that Agent A’s express courier services involved improper payments to NCS officials, the defendants, through their employees, authorized Agent A to make 22 payments as alleged, in part, and described in Counts 2 through 22 of this Information and incorporated herein.

### **Interventions**

i. In or about the fall of 2002, materials were smuggled into Nigeria without the payment of customs duties on behalf of and for the benefit of the defendants and their co-conspirators.

j. In or about June 2003, Employee D engaged Agent A to meet with NCS officials regarding the improperly imported goods.

k. On or about October 31, 2003, Employee D, sent an email to Employee B explaining that Agent A could pay a reduced payment to a NCS official and the payment could

be referred in Agent A's invoice to defendants and their co-conspirators as an "evacuation cost" . . . or a direct custom/handling cost."

1. On or about November 4, 2003, Employee D authorized Agent A to pay a NCS official 6 million Naira (USD \$45,454) with full knowledge that the total amount of the Nigerian customs duties owed for the improperly shipped materials was approximately 9.8 million Naira (USD \$72,000).

m. From in or about September 2002 to on or about April 2005 employees of the defendants illegally hand carried equipment into Nigeria in their checked luggage from the United States or the United Kingdom, entered Nigeria without declaring the equipment to customs officials or paying the legally required duties, and engaged Agent A to pay NCS officials to escort them through customs without declaring the goods or to assist in obtaining the release of smuggled items seized by customs.

n. On or about March 29, 2005, Employee C approved a payment by Agent A to NCS officials for "Onne Port gate pass intervention without shipment's Customs clearance documents."

o. From in or about September 2002 to in or about April 2005, with knowledge that Agent A's "intervention" services involved improper payments to NCS officials, the defendants, through their employees and with knowledge of their co-conspirators, authorized Agent A to make at least one (1) payment as alleged and described in Count 23 of this Information and incorporated herein.

#### **Evacuations**

p. In or about September 2004, Employee C engaged Agent A to perform an "evacuation" on behalf of defendants and their co-conspirators to release items from Nigerian

customs that had previously been imported from Norway to Nigeria without paying customs duties.

q. On or about September 30, 2004, Employees B, C, D and G, authorized Agent A to make a payment of 2.1 million Naira (approximately USD \$15,909, at the time) to a NCS official pursuant to a "special understanding" Agent A representatives reached with the official to release the items.

r. On or about February 2005, Employee B approved the invoice for payment to Agent A in which the invoice described the 2.1 million Naira (approximately USD \$ 15,909 at the time) payment as "Disbursement Account Nigeria as Per Attached Specification" without any official receipt or documentation, but with an unsigned typed note that stated: "Reason for the special handling was your request to take cargo out of Onne without documentation as you had a penalty clause of some US \$100K per day. Furthermore there was a stop on the pre-release concession by customs."

s. From in or about September 2002 to in or about April 2005, with knowledge that Agent A's "evacuations" services involved improper payments to NCS officials, the defendants, through their employees and with knowledge of their co-conspirators, authorized Agent A to make at least one (1) payment as alleged and described in Count 24 of this Information and incorporated herein.



**COUNTS TWO – TWENTY FOUR**  
**(Foreign Corrupt Practices Act)**

33. Paragraphs one (1) through 28 and 30 through 32 are realleged and incorporated as if fully set forth herein.

34. On or about the dates set forth below, in the Southern District of Texas, and elsewhere, the defendant or defendants identified in the listed counts below, while in the territory of the United States, corruptly did use and cause to be used instrumentalities of interstate and foreign commerce and did cause and cause to be done other acts in furtherance of an offer, payment, promise to pay and authorization of the payment of money to a person, while knowing that all or a portion of such money or thing of value would be or had been offered, given, or promised, directly or indirectly, to foreign officials, for purposes of influencing acts and decisions of such foreign officials in their official capacities, inducing such foreign officials to do and omit to do acts in violation of their lawful duty, and to obtain an improper advantage, and to induce such officials to use their influence with a foreign government or instrumentality thereof to affect or influence an act or decision of such government or instrumentality in order to assist the defendant(s) listed below in obtaining and retaining business or secure an improper advantage for, and securing an improper advantage for, itself and affiliated companies, to wit, the defendant(s) listed below participated in making the following unlawful offers, payments, promises to pay, and payment authorizations to NCS officials:

COUNT	APPROX. DATE OF PAYMENT	DEFENDANT(S) CHARGED	DESCRIPTION OF PAYMENT	APPROX. PAYMENT AMOUNT (U.S. DOLLARS)	AGENT A INVOICE NUMBER
2.	11/29/02	Vetco Gray Controls Inc. Vetco Gray UK	Local Processing Fee	\$27,877.11	541049
3.	7/13/04	Vetco Gray Controls Inc. Vetco Gray UK	Local Processing Charges	\$9,136.04	568744
4.	7/15/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$8,591.98	568321
5.	8/07/04	Vetco Gray Controls Inc.	Local Processing Charges	\$13,967.21	567465
6.	8/17/04	Vetco Gray Controls Inc.	Local Processing Charges	\$9,807.75	540070
7.	8/24/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$12,824.69	568323
8.	8/24/04	Vetco Gray Controls Inc. Vetco Gray UK	Local Processing Charges	\$13,162.64	542018
9.	8/27/04	Vetco Gray Controls Inc. Vetco Gray Controls Limited	Administration/ Transport Charges	\$743.31	570618
10.	8/27/04	Vetco Gray Controls Inc. Vetco Gray Controls Limited	Administration/ Transport Charges	\$991.08	570623
11.	9/07/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$5,838.48	569508
12.	9/20/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$162,941.64	583104

COUNT	APPROX. DATE OF PAYMENT	DEFENDANT(S) CHARGED	DESCRIPTION OF PAYMENT	APPROX. PAYMENT AMOUNT (U.S. DOLLARS)	AGENT A INVOICE NUMBER
13.	9/21/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$47,916.34	569613
14.	9/21/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$6,306.06	569626
15.	9/21/04	Vetco Gray Controls Inc. Vetco Gray Controls Limited	Administration/ Transport Charges	\$3,050.98	571986
16.	9/24/04	Vetco Gray Controls Inc. Vetco Gray Controls Limited	Administration/ Transport Charges	\$2,198.19	571749
17.	9/28/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$57,992.02	573574
18.	10/08/04	Vetco Gray Controls Inc. Vetco Gray UK	Administration/ Transport Charges	\$4,336.00	573654
19.	10/19/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$3,860.00	573575
20.	10/30/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$42,229.00	573572
21.	12/03/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$3,952.00	576285
22.	12/09/04	Vetco Gray Controls Inc.	Administration/ Transport Charges	\$7,774.00	586983
23.	3/21/05	Vetco Gray Controls Inc.	Gate Pass Intervention	\$76.92	586993

COUNT	APPROX. DATE OF PAYMENT	DEFENDANT(S) CHARGED	DESCRIPTION OF PAYMENT	APPROX. PAYMENT AMOUNT (U.S. DOLLARS)	AGENT A INVOICE NUMBER
24.	9/20/04	Vetco Gray Controls Inc.	Dispersment Account Nigeria as Per Attached Specification	\$15,909	579867

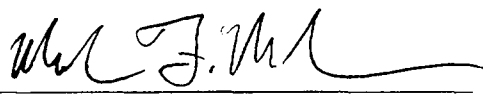
(Title 15, United States Code, Sections 78dd-2 and 78dd-3 and  
Title 18, United States Code, Section 2.)


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