

(b) It was further a part of said conspiracy that the DEFENDANTS would and did prepare and cause to be prepared false and fictitious invoices bearing the following foreign names and addressess:

<i>Name</i>	<i>Address</i>
(a) Geag	Chur, Switzerland.
(b) Elpag, A.G.	Chur, Switzerland.
(c) Alwatra, A.G.	Zurich, Switzerland.
(d) Etablissement Macoba	Vaduz, Lichtenstein.
(e) Infina, A.G.	Zurich, Switzerland.

which false and fictious invoices would be and were paid from funds received by Scientific Electronics, Limited and Bregman Electronics, Inc. in payment of the false and fictitious invoices described in sub-paragraph (a) of this paragraph.

(c) It was further a part of said conspiracy that the DEFENDANTS well knowing that their interest in accounts in Swiss banks could and would be disguised and concealed by the co-conspirators HANS SENN, THE BANK FUR HANDEL UND EFFEKTEN and WALTER A. LIPS would and did cause to be paid the foreign invoices described in the preceding paragraph and did transmit and caused to be transmitted checks in payment of same to the aforesaid WALTER A. LIPS at the Union Bank of Switzerland and HANS SENN at THE BANK FUR HANDEL UND EFFEKTEN who would and did cause the said checks to be negotiated for the personal use, gain, and benefit of the defendants.

(26) It was further a part of said conspiracy that the DEFENDANTS using Scientific Electronics, Limited as a conduit, would and did from July 1, 1963 to July 22, 1965 by the fraudulent manner and means described in paragraphs twenty-five (a), (b) and (c) above cause to be negotiated through the use of the facilities of the aforesaid Union Bank of Switzerland and THE BANK FUR HANDEL UND EFFEKTEN Two Million, Two Hundred and Twenty-Seven Thousand, Five Hundred and Ninety-Two Dollars and thirteen cents (\$2,227,592.13).

(27) It was further a part of said conspiracy that the DEFENDANTS using Bregman Electronics, Inc. as a conduit, would and did from September 27, 1965 to March 1, 1966 by the fraudulent manner and means described in paragraphs twenty-five (a), (b) and (c) cause to be negotiated through the use of the aforesaid facilities of THE BANK FUR HANDEL UND EFFEKTEN an additional One Million, One Hundred and Eighty Thousand, Six Hundred and Ninety-Two Dollars and ten cents (\$1,180,692.10).

(28) It was further a part of said conspiracy that the DEFENDANTS ANDREW L. STONE and FRANCIS N. ROSENBAUM would and did cause Western Molded Fibre Products, Inc. to pay prohibited kickbacks to them of Six Hundred and Sixty-Three Thousand, Four Hundred and Eighty-One Dollars and five cents (\$663,481.05) by means of checks drawn against the account of WESTERN MOLDED FIBRE PRODUCTS, INC. payable to the following foreign payees.

Name:

- (a) Geag.
- (b) Orma-Commerce.
- (c) Export Techniko.
- (d) Alwatra A.G.
- (e) Etablissement Macoba.

It was further a part of said conspiracy that the DEFENDANTS in facilitate and conceal the kickbacks immediately hereinabove described did prepare and cause to be prepared foreign invoices, bearing the payees described in paragraph twenty-eight, which invoices the DEFENDANTS knew would be and were false, fictitious and fraudulent material described therein would not be and was not delivered to the account of WESTERN MOLDED FIBRE PRODUCTS, INC.

It was further a part of said conspiracy that the DEFENDANTS would and did cause to be made false, fictitious and fraudulent statements of material fact in annual reports on Form RB-1 submitted to the Board by CHROMCRAFT, to wit that the "total cost and amount" from and incident to the renegotiable business of CHROMCRAFT during the hereinafter specified periods was:

<i>Amount</i>	<i>Period</i>
(1) \$7,623,368-----	January-December, 1963.
(2) 14,548,465-----	January-December, 1964.
(3) 16,530,025-----	January-December, 1965.
(4) 14,731,822-----	January-May, 1966.