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

In the Matter of:	)
	)
Galaxy Aviation Trade Company Ltd.	)
15 Moreland Court	)
Lyndale Avenue	)
Finchley Road	)
London, UK	)
NW2 2PJ	)
	)
Hooshang Seddigh	)
15 Moreland Court	)
Lyndale Avenue	)
Finchley Road	)
London, UK	)
NW2 2PJ	)
	)
Hamid Shakeri Hendi	)
5th Floor	)
23 Nafisi Avenue	)
Shahrak Ekbatan, Karaj Special Road	)
Tehran, Iran	)
	)
Hossein Jahan Peyma	)
2/1 Makran Cross	)
Heravi Square	)
Moghan Ave, Pasdaran Cross	)
Tehran, Iran	)
	)
Iran Air	)
Second Floor,	)
No. 23 Nafisi Avenue	)
Ekbatan	)
Tehran, Iran	)
	)
Dunyaya Bakis Hava Tasimaciligi A.S.	)
a/k/a Dunyaya Bakis Air Transportation Inc.	)
d/b/a Ankair	)
Yesilkoy Asfalti Istanbul No. 13/4	)
Florya, Istanbul,	)
Turkey TR-34810	)
Respondents.	)

Yavuz Cizmeci,
Chief Executive Officer,
Ankair
Yesilkoy Asfalti Istanbul No. 13/4
Florya, Istanbul,
Turkey TR-34810

Sam David Mahjoobi
5 Jupiter House
Calleva Park Aldermaston
Reading
Berkshire
United Kingdom RG7 8NN

Intelligent Aviation Services Ltd.
5 Jupiter House
Calleva Park Aldermaston
Reading
Berkshire
United Kingdom RG7 8NN

Related Persons.

ORDER RENEWING ORDER TEMPORARILY DENYING EXPORT PRIVILEGES AND ALSO MAKING THAT TEMPORARY DENIAL OF EXPORT PRIVILEGES APPLICABLE TO RELATED PERSONS

Pursuant to Sections 766.24 of the Export Administration Regulations, 15 C.F.R. Parts 730-774 (2008) ("EAR" or the "Regulations"), I hereby grant the request of the Bureau of Industry and Security ("BIS") to renew for 180 days the Order Temporarily Denying the Export Privileges ("TDO") of Respondents Galaxy Aviation Trade Company Ltd., Hooshang Seddigh, Hamid Shakeri Hendi, Hossein Jahan Peyma, Iran Air, and Ankair.[1] Based on the record, I find that BIS has met its burden under Section 766.24 and that renewal of the TDO is necessary and in the public interest to prevent an imminent violation of the EAR.

[1] Evidence presented by Ankair shows that its legal corporate name is Dunyaya Bakis Hava Tasimaciligi A.S., a/k/a Dunyaya Bakis Air Transportation Inc. ("DBHT"). DBHT is doing business as Ankair and therefore this order modifies Ankair's listing to properly reflect this information.

Additionally, after having been given notice and an opportunity to respond in accordance with Section 766.23 of the Regulations, I find it necessary it necessary to add the following entities as Related Persons:

Yavuz Cizmeci
Chief Executive Officer
Ankair
Yesilkoy Asfalti Istanbul No. 13/4
Florya, Istanbul,
Turkey TR-34810

Sam David Mahjoobi
5 Jupiter House
Calleva Park Aldermaston
Reading
Berkshire
United Kingdom RG7 8NN

Intelligent Aviation Services Ltd.
5 Jupiter House
Calleva Park Aldermaston
Reading
Berkshire
United Kingdom RG7 8NN

I. FACTUAL BACKGROUND

Based upon evidence submitted by BIS through its Office of Export Enforcement ("OEE"), I issued an Order on June 6, 2008, which was effective immediately and temporarily denied for 180 days the export privileges of the Galaxy Aviation Trade Company Ltd. ("Galaxy Aviation"), Hooshang Seddigh, Hamid Shakeri Hendi, Hossein Jahan Peyma, as well as of Iran Air of Tehran, Iran, and Ankair of Istanbul, Turkey. Based on additional evidence submitted by BIS, on July 10, 2008, I issued a modified Order expanding the scope

of the denial as to Respondent Ankair.[2] The TDO and modified TDO were published in the *Federal Register* on, respectively, June 17 and July 22, 2008.[3]

On July 22, 2008, BIS notified Yavuz Cizmeci, that it intended to add him as a Related Person to the TDO based on his position as Chief Executive Officer and a shareholder of Ankair in accordance with Section 766.23 of the Regulations. Mr. Cizmeci submitted a response through counsel opposing his addition to the TDO as a Related Person.

On August 27, 2008, Respondent Galaxy Aviation, along with Respondents Hooshang Seddigh, Hamid Shakeri Hendi, and Hossein Jahan Peyma, filed an appeal of the TDO with an administrative law judge ("ALJ") pursuant to Section 766.24(e)(1)(i). In a one-page, unsworn letter, Galaxy Aviation and its shareholders claimed not to be involved in the re-export of the Boeing 747 as alleged by BIS. In a recommended decision dated September 16, 2008, the ALJ recommended that Respondents' motion be denied and that the TDO remain in effect in order to prevent future violations of the Regulations. The Under Secretary of Commerce for Industry and Security affirmed the ALJ's recommended decision, thereby keeping the TDO in full effect, in an Order dated September 19, 2008, in accordance with Section 766.24(e)(5). See 73 Fed. Reg. 59,599 (October 9, 2008).

On November 6, 2008, Sam David Mahjoobi and Intelligent Aviation Services Ltd. ("Intelligent Aviation") were sent letters in accordance with 766.23 notifying them of BIS's intent to add them as related persons to the TDO based on their relationship to Galaxy Aviation and involvement in the sale and reexport of the Boeing 747 at issue in this matter.

---

[2] The original order only denied Ankair's export privileges involving Boeing 747, tail number TC-AKZ and manufacturer's serial number 24134. The modified Order expanded the scope of Ankair's denial to include all items subject to the Regulations.

[3] 73 Fed. Reg. 34,249 (June 17, 2008); 73 Fed. Reg. 42,544 (July 22, 2008). On June 7, 2008, a copy of the TDO was provided to the Turkish Ministry of Foreign Affairs for service on Ankair. An additional copy was sent to Ankair by Federal Express on June 10, 2008.

Neither Mahjoobi nor Intelligent Aviation submitted any opposition to their proposed addition to the TDO.

On November 13, 2008, BIS, through OEE, filed a written request for renewal of the TDO against the Respondents for an additional 180 days and served a copy of its request on each of the Respondents. BIS's renewal request is part of the record here and requests that the TDO be renewed based on evidence that renewal of the TDO is necessary in the public interest to prevent imminent violations, as demonstrated, in sum, by past unlicensed re-exports of U.S.-origin aircraft by Ankair (then doing business as World Focus Airlines) to Iran Air Tours, the re-export to Iran in violation of the TDO and the Regulations of the U.S.-origin Boeing 747, tail number TC-AKZ and manufacturer's serial number 24134, identified in the TDO on June 6, 2008, and Ankair's possession or control of two additional U.S.-origin MD-80 aircraft that had or were about to be diverted via re-export to Fars Air Qeshm, an Iranian airline.

Respondent Ankair filed a written submission dated November 26, 2008, opposing renewal of the TDO and requesting a hearing pursuant to Section 766.24(3).[4] I granted Ankair's request and held a hearing on December 2, 2008, which consisted of oral arguments by Ankair and BIS, including responses by counsel for Ankair and BIS to questions that I posed during the hearing. Respondent's written submission, which also is of record here, focused on three main arguments: (1) documents it presented which purport to show a sales agreement for the Boeing 747 identified in the TDO between Ankair and Sam David Mahjoobi, along with delivery and acceptance certificates provided by Ankair and

[4] Ankair's submission apparently was filed in an untimely fashion. See Section 766.5(e) of the Regulations (under Part 766, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation when the period allowed is seven days or less). Nonetheless, I have considered in full Ankair's opposition and issue this order based on the merits of BIS's renewal request and Ankair's opposition.

Mahjoobi, dated prior to the issuance of the TDO on June 6, 2008; (2) arguments that Ankair understood that the 747 would be re-exported to Pakistan, rather than Iran, and that BIS had not presented evidence that it had re-exported the aircraft to Iran; and (3) one of the MD-80 aircraft of concern to BIS has been already been sold and was no longer in Ankair's possession or control and the second MD-80 has been grounded in Turkey and according to Ankair will remain there.

II. RENEWAL OF THE TDO

A. Legal Standard

Pursuant to section 766.24(d)(3) of the EAR, the sole issue to be considered in determining whether to continue a TDO is whether the TDO should be renewed to prevent an imminent violation of the EAR as the term "imminent" violation is defined in Section 766.24.

With regard to whether a violation may be "imminent," the Regulations provide that:

> A violation may be 'imminent' either in time or in degree of likelihood. To establish grounds for the temporary denial order, BIS may show either that a violation is about to occur, or that the general circumstances of the matter under investigation or case under criminal or administrative charges demonstrate a likelihood of future violations. To indicate the likelihood of future violations, BIS may show that the violation under investigation or charges is significant, deliberate, covert and/or likely to occur again, rather than technical or negligent, and that it is appropriate to give notice to companies in the United States and abroad to cease dealing with the person in U.S.-origin items in order to reduce the likelihood that a person under investigation or charges continues to export or acquire abroad such items, risking subsequent disposition contrary to export control requirements. Lack of information establishing the precise time a violation may occur does not preclude a finding that a violation is imminent, so long as there is sufficient reason to believe the likelihood of a violation.

Id.

Thus, a violation may be imminent either in proximity of time or degree of likelihood, and the time of a future violation need not be established; rather, imminence may be established if there is evidence indicating that there is sufficient reason to believe that a

future violation or violations are likely to occur. BIS may therefore show that a violation is about to occur or that the facts and circumstances of the matter under investigation demonstrate a reasonable belief in the likelihood of future violations.[5] Consequently, TDO may be issued and maintained in force, when, as in this case, matter is still under investigation by BIS.

B. ANALYSIS AND FINDINGS:

BIS submitted evidence with its renewal request, as it had previously in connection with the issuance of the TDO and the modification of the TDO as to Ankair, as well as in response to Galaxy Aviation's appeal, which shows (absent rebuttal) that the TDO is and remains necessary in the public interest to prevent an imminent violation of the EAA, the EAR, or any order, license or authorization issued thereunder.[6] Ankair's opposition, as filed on November 26, 2008, and as supplemented through its counsel at the hearing on December 2, 2008, fails to rebut BIS's showing. In fact, BIS's showing has, if anything, become even more compelling as its investigation has continued.

Ankair's efforts to rebut BIS's renewal request relies first and foremost on contractual documents proffered in an effort to establish an alternative "timeline" that Ankair asserts shows that the sale of the Boeing 747 occurred by May 30, 2008, pursuant to a contract dated May 20, 2008, that is, occurred by or on a date prior to the issuance of the TDO on June 6, 2008. However, Ankair's "timeline" and related contentions are not supported by any declarations or affidavits or the surrounding chain of events and circumstances. The contract upon which Ankair relies (Exhibit 1 to Ankair's Submission) provided that the delivery

---

[5] 15 C.F.R. 766.24(b)(3).

[6] Ankair was not a party to the appeal of the Galaxy Aviation Respondents, but the evidence discussed there by OEE, the ALJ, and the Under Secretary for Industry and Security by necessity included evidence relating to Ankair's conduct.

period for the plane was June 20-27, 2008. It also is undisputed here that Ankair did not submit a deregistration request to the Turkish Government regarding the 747 until June 26, 2008, nearly three weeks after issuance of the TDO, that the deregistration certificate and the airworthiness certificate were not issued by the Turkish Government until July 27, 2008, and that these actions were necessary steps in the transaction and the re-export of the plane. See Ankair's Submission, Exhibit 1 at Section 5.4 (requiring Ankair to deliver a certificate of airworthiness for export and a deregistration certificate from the Turkish Government at the time of delivery).

Moreover, it also appears beyond genuine dispute that the 747 was photographed at Tehran airport on June 27, 2008. See BIS Renewal Request Exhibit 12. In addition, Mr. Cizmeci, Ankair's CEO (as well as CEO of at least ACT Airlines), stated on June 6, 2008--to HBK Capital Management, a U.S. company that is a substantial owner of ACT Airlines, which immediately forwarded this statement to BIS--that the 747 was going to be sold to Galaxy. Ankair's contention that a statement that the aircraft was going to be sold to Galaxy did not indicate any present or future intention is without substance or merit, see Ankair's Submission at 12. This evidence standing alone would call into serious question Ankair's alternative timeline. Ankair asserts that this statement may have been miscommunicated or misinterpreted by HBK (and thus not accurately provided to BIS), but Ankair does not substantiate its argument through a rebuttal declaration from Mr. Cizmeci or any other evidence. Ankair notably does not assert that Mr. Cizmeci informed HBK in words or substance on June 6, 2008, that Ankair had sold the 747 to Mr. Mahjoobi and had done so at least a week before, no later than May 30, 2008. If that sale had occurred as asserted by Ankair, then it is difficult to imagine why Mr. Cizmeci would have provided any other response, and clearly the vast differences between a statement that the plane was going to be

sold to Galaxy and a statement that it had been sold to Mr. Mahjoobi at least a week or more before cannot be explained by Ankair's posited suggestions of miscommunication or misinterpretation. Furthermore, the statement has additional indicia of reliability as discussed by BIS in its renewal request.

Ankair contends that it sold the plane to an individual named Sam David Mahjoobi. Ankair contended in its submission and (at least initially) at the hearing that Mahjoobi acted individually and not on behalf of Galaxy Aviation. Mr. Mahjoobi is identified at one point in the contract as a "Director," but Ankair asserts that this is simply the inapplicable contract form language and highlights information indicating that Mahjoobi is a director of other U.K. companies, including a U.K. company called Intelligent Aviation Services. Ankair argued that it was entitled to rely on representations of its customer, at least in the absence of red flags, and during the hearing Ankair's counsel referenced Mahjoobi as being a middleman and a possible "principal" unknown to Ankair and asserted that such an arrangement would not be unusual, apparently in spite of the fact that the purported transaction involved a jet aircraft with a multi-million dollar value. Most concretely, however, Ankair's counsel indicated at the hearing that Mahjoobi had mentioned Intelligent Aviation to Ankair (rather than mentioning, presumably, Galaxy Aviation). This representation further undermines Ankair's asserted timeline, because Intelligent Aviation did not exist as of a May 30, 2008, and in fact was not formed until June 11, 2008. See Ankair's Submission, at 10. Moreover, as noted by BIS, Mr. Mahjoobi is the one person listed on Galaxy's Aviation's corporate records who was not individually named as a Respondent in the TDO when it issued on June 6, 2008. If as suggested by Mr. Cizmeci's June 6, 2008 statement, the sale had not occurred as of that date, listing any of the Galaxy Aviation Respondents as the counterparty to the sale

would have represented a patent violation of the TDO, readily detectable by any government that learned the identity of the parties involved.

In addition, in response to Ankair's submission, BIS presented evidence at the hearing indicating that Ankair did not acquire ownership of the 747 until May 27, 2008, a week after the May 20, 2008 date that Ankair asserts it already had contracted to sell the 747 to Mr. Mahjoobi. Moreover, Ankair's purported final bill of sale to Mahjoobi dated May 30, 2008, would have resulted in a loss to Ankair of more than $5 million on an asset that it would have owned for no more than three days. See Hearing Exhibits 3-4.[7] These documents further call into question Ankair's assertions that this sale was an arms-length transaction that occurred prior to issuance of the TDO.

At the hearing, Ankair's counsel acknowledged that BIS has legitimate questions and concerns about the transaction. Both parties agreed at the hearing that after the issuance of the TDO on June 6, 2008, and after receiving actual and constructive notice of the TDO, that Ankair took actions that enabled the 747 to be re-exported from Turkey. Ankair claims that it believed that the aircraft was destined for Pakistan and that reasonable minds can differ whether its post-TDO conduct constitutes a violation. But the TDO specifically prohibited Ankair from directly or indirectly participating in any way in any transaction involving the 747, a U.S.-origin aircraft that is subject to the Regulations. Thus, even if I were to disregard all of the BIS's evidence that Ankair questions or disputes, the record would show that

[7] At the conclusion of the hearing, Ankair requested leave to amend its submission in light of these exhibits. I took that request under advisement and hereby deny it. The exhibits can be considered to be in the nature of rebuttal or impeachment material. They also relate to events known to Ankair and documents or information in Ankair's possession, custody, or control. In addition, having asserted in its submission that it sold the 747 in late May 2008, prior to the issuance of the TDO, and given the record and issues under consideration here, Ankair reasonably could have anticipated that BIS would not only seek to respond to this assertion, but potentially do so with regard to the timing and other details of Ankair's acquisition of the aircraft.

Ankair knowingly violated the TDO (and thus the Regulations) and provide a sufficient basis to conclude that Ankair is likely to commit future violations absent continuation of the TDO.

I have also considered the evidence and arguments regarding the two MD-80 Aircraft of concern to BIS. The record apparently indicates that one of the aircraft (Tail Number TC-AKL) may no longer be in Ankair's control or possession. Assuming this to be true, the remaining MD-80 (tail number TC-AKM) continues to present an imminent risk of diversion via re-export to Iran. In this regard, the suspension of Ankair's operating license by the Turkish authorities increases the likelihood that Ankair will seek to dispose of its interest in this aircraft, as it cannot operate the aircraft, yet must still bear the costs of storing and maintaining it. Ankair's past conduct, including leasing U.S.-origin aircraft to Iran Air Tours in violations of the Regulations and its actions regarding the re-export of the 747, increase the likelihood that this aircraft will be re-exported contrary to U.S. export controls.

In conclusion, I find that BIS has met its burden under Section 766.24 of the Regulations and that it is necessary to renew the TDO against each of the Respondents named in the TDO to prevent further imminent violations of the Regulations. The Order will provide continued notice to companies in the United States and abroad to cease dealing with the Respondents in U.S.-origin items in order to reduce the likelihood that the Respondents, who are still under investigation, will continue to export or acquire such items contrary to export control requirements.

III. Addition of Related Persons

A. Legal Standard

Section 766.23 of the Regulations provides that "[i]n order to prevent evasion, certain types of orders under this part may be made applicable not only to the respondent, but also to other persons then or thereafter related to the respondent by ownership, control, position of

responsibility, affiliation, or other connection in the conduct of trade or business. Orders that may be made applicable to related persons include those that deny or affect export privileges, including temporary denial orders . . . ." 15 C.F.R. § 766.23(a).

B. Analysis and Findings

Yavuz Cizmeci does not argue he is not a related person to Ankair, but instead that his addition is not necessary to prevent evasion of the TDO since he cannot unilaterally make decisions on behalf of Ankair. I find this argument unpersuasive as Yavuz Cizmeci is not only the Chief Executive Officer and a shareholder of Ankair but he had personal knowledge of and involvement in the sales and/or leases of both the 747 and MD-80 aircraft at issue in this case. His role in the conduct of business by Ankair satisfies the requirement of Section 766.23 and therefore will be added a Related Person.

On November 6, 2008, Sam David Mahjoobi and Intelligent Aviation Services Ltd. were sent letters in accordance with 766.23 informing them of BIS's intent to add them as related persons to Respondent Galaxy Aviation. Galaxy Aviations' corporate records list Sam David Mahjoobi as a Corporate Officer at all times relevant to this investigation. Additionally, evidence submitted by Ankair indicates that Sam David Mahjoobi signed the contract with Ankair for the 747 at issue in this case. The U.K. corporate records show that Sam David Mahjoobi is also the director of Intelligent Aviation Design, a company formed after the

issuance of the initial TDO, and one of the addresses listed on Intelligent Aviation's corporate documents is the same as Galaxy Aviation's London address. Neither Mr. Mahjoobi nor Intelligent Aviation Services submitted a response opposing inclusion as Related Persons. I find based on the record before me that Sam David Mahjoobi and Intelligent Aviation meet the criteria established in Section 766.23 and shall be added to this Order as Related Persons.

IT IS THEREFORE ORDERED:

FIRST, that, Galaxy Aviation Trade Company Ltd., 15 Moreland Court, Lyndale Avenue, Finchley Road, London, UK, NW2 2PJ; Hooshang Seddigh, 15 Moreland Court, Lyndale Avenue, Finchley Road, London, UK, NW2 2PJ; Hamid Shakeri Hendi, 5th Floor, 23 Nafisi Avenue, Shahrak Ekbatan, Karaj Special Road, Tehran, Iran; Hossein Jahan Peyma, 2/1 Markran Cross, Heravi Square, Moghan Ave, Pasdaran Cross, Tehran, Iran; Iran Air, Second Floor, No. 23, Nafisi Avenue, Ekbatan, Tehran, Iran; Dunyaya Bakis Hava Tasimaciligi A.S. a/k/a Dunyaya Bakis Air Transportation Inc. d/b/a Ankair, Yesilkoy Asfalti Istanbul No. 13/4, Florya, Istanbul, Turkey TR-34810; and Fars Air Qeshm, Bahonar Bulv, Qeshm Island, Iran and No. 7, 4th Alley, 2nd Bimeh Street, Karaj Road, Tehran, Iran each a "Denied Person" and collectively the "Denied Persons") may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item") exported or to be exported from the United States that is subject to the Export Administration Regulations ("EAR"), or in any other activity subject to the EAR including, but not limited to:

A. Applying for, obtaining, or using any license, license exception, or export control document;

B. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the EAR, or in any other activity subject to the EAR; or

C. Benefiting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the EAR, or in any other activity subject to the EAR.

SECOND, that no person may, directly or indirectly, do any of the following:

A. Export or reexport to or on behalf of any Denied Person any item subject to the EAR;

B. Take any action that facilitates the acquisition or attempted acquisition by any Denied Person of the ownership, possession, or control of any item subject to the EAR that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby any Denied Person acquires or attempts to acquire such ownership, possession or control;

C. Take any action to acquire from or to facilitate the acquisition or attempted acquisition from any Denied Person of any item subject to the EAR that has been exported from the United States;

D. Obtain from any Denied Person in the United States any item subject to the EAR with knowledge or reason to know that the item will be, or is intended to be, exported from the United States; or

E. Engage in any transaction to service any item subject to the EAR that has been or will be exported from the United States and which is owned, possessed or

controlled by any Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by any Denied Person if such service involves the use of any item subject to the EAR that has been or will be exported from the United States. For purposes of this paragraph, servicing means installation, maintenance, repair, modification or testing.

THIRD, that having been provided notice and opportunity for comment as provided in Section 766.23 of the Regulations Yavuz Cizmeci, Chief Executive Officer, Ankair, Yesilkoy Asfalti Istanbul No. 13/4, Florya, Istanbul, Turkey TR-34810; Sam David Mahjoobi, 5 Jupiter House, Calleva Park Aldermaston, Reading, Berkshire, United Kingdom, RG7 8NN; and Intelligent Aviation Services Ltd., 5 Jupiter House, Calleva Park Aldermaston, Reading, Berkshire, United Kingdom, RG7 8NN, (each a "Related Person" and collectively the "Related Persons"), have been determined to be related to Respondents Ankair of Istanbul, Turkey and Galaxy Aviation Trade Company Ltd. of the United Kingdom by affiliation, ownership, control, or position of responsibility in the conduct of trade or related services, and it has been deemed necessary to make the Order temporarily denying the export privileges of the Respondents applicable to these Related Persons in order to prevent evasion of the Order.

FOURTH, that the denial of export privileges described in this Order shall be made applicable to each Related Person, as follows:

I. The Related Person, its successors or assigns, and when acting for or on behalf of the Related Person, its officers, representatives, agents, or employees (collectively, "Denied Person") may not participate, directly or indirectly, in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item")

exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

A. Applying for, obtaining, or using any license, License Exception, or export control document;

B. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations; or

C. Benefiting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations.

II. No person may, directly or indirectly, do any of the following:

A. Export or reexport to or on behalf of the Denied Person any item subject to the Regulations;

B. Take any action that facilitates the acquisition or attempted acquisition by the Denied Person of the ownership, possession, or control of any item subject to the Regulations that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby the Denied

Person acquires or attempts to acquire such ownership, possession or control;

C. Take any action to acquire from or to facilitate the acquisition or attempted acquisition from the Denied Person of any item subject to the Regulations that has been exported from the United States;

D. Obtain from the Denied Person in the United States any item subject to the Regulations with knowledge or reason to know that the item will be, or is intended to be, exported from the United States; or

E. Engage in any transaction to service any item subject to the Regulations that has been or will be exported from the United States and which is owned, possessed or controlled by the Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by the Denied Person if such service involves the use of any item subject to the Regulations that has been or will be exported from the United States. For purposes of this paragraph, servicing means installation, maintenance, repair, modification or testing.

FIFTH, that this Order does not prohibit any export, re-export, or other transaction subject to the Regulations where the only items involved that are subject to the Regulations are the foreign-produced direct product of U.S.-origin technology.

SIXTH, that in accordance with the provisions of Sections 766.24(e) and 766.23(c) of the Regulations, the Respondents or Related Persons may, at any time, make an appeal related to this Order by filing a full written statement in support of the appeal with the Office of the Administrative Law Judge, U.S. Coast Guard ALJ Docketing Center, 40 South Gay Street, Baltimore, Maryland 21202-4022.

This Order shall be published in the *Federal Register* and a copy provided to each Respondent and Related Person.

This Order is effective immediately and shall remain in effect for 180 days, unless renewed in accordance with the Regulations.

DARRYL W. JACKSON
Assistant Secretary of Commerce
for Export Enforcement

Entered this 3rd day of December, 2008.