



U.S. Department of Justice

United States Attorney
Southern District of New York

The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007

April 16, 2009

BY HAND

Honorable Richard M. Berman
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 10007

Re: United States v. Javed Iqbal
SI 06 Cr. 1054 (RMB)

Dear Judge Berman:

The Government respectfully submits this letter in support of its request that Javed Iqbal be sentenced within the applicable United States Sentencing Guidelines ("U.S.S.G." or "Guidelines") range of 63-78 months' imprisonment, which is the agreed-upon sentencing range contained in the plea agreement between the parties. (See Plea Agreement, attached as Exhibit A hereto). For the reasons set forth below, including the serious nature of the offense to which Iqbal has pleaded guilty, a sentence of imprisonment of at least 63 months is warranted.

A. Offense Conduct

As Your Honor is aware, on December 23, 2008, Iqbal pleaded guilty, pursuant to a plea agreement with the Government, to providing material support and resources to Hizballah, a designated Foreign Terrorist Organization ("FTO"),¹ from in or

¹ The United States Department of State designated Hizballah as a Foreign Terrorist Organization on or about October 8, 1997, pursuant to Section 219 of the Immigration and Nationality Act. Hizballah remains designated as a Foreign Terrorist Organization today. (PSR ¶ 20).

about September 2005 up to and including in or about August 2006, in violation of Title 18, United States Code, Sections 2339B and 2. (PSR ¶ 23). This charge arose from a partnership between Iqbal and his co-defendant, Saleh Elahwal, in HDTV Corporation ("HDTV"), a Brooklyn-based subsidiary of HDTV, Ltd., which provided satellite television services to its customers in the United States. (PSR ¶ 22).

Beginning in the Fall of 2005, Iqbal and Elahwal knowingly joined in an agreement with al-Manar - a television station based in Beirut, Lebanon that is owned and operated by Hizballah - to assist al-Manar in its efforts to help Hizballah recruit new members and raise funds. Al-Manar regularly broadcasts messages from Hizballah's leadership, and al-Manar is used by Hizballah to increase support for its mission and its terrorist operations, including suicide/martyrdom attacks on civilian targets. (PSR ¶ 19). Iqbal and Elahwal accepted thousands of dollars each month from al-Manar to broadcast that station to their customers in North America, and they supplied al-Manar with equipment necessary to produce and promote its broadcasts. (PSR ¶ 23, 25). The Government's evidence demonstrates that Iqbal knew that al-Manar was controlled by Hizballah and nevertheless provided material support to that international terrorist organization.

Iqbal launched the HDTV satellite television business in 2001. Iqbal met Elahwal in 2005 and, shortly thereafter, Elahwal joined him in operating HDTV. Although Elahwal continued to practice dentistry after becoming an HDTV partner, Elahwal invested a significant sum of money in HDTV and assisted Iqbal in running this business. Iqbal, however, was primarily responsible for running the business's operations.

HDTV's relationship with al-Manar was formalized in two contracts which were executed by Iqbal and Elahwal in November 2005. In one of these contracts, HDTV agreed to broadcast al-Manar content over a particular satellite, NSS7, to people in the United States. That contract was executed by Iqbal on November 13, 2008 and is attached hereto as Exhibit B. Although al-Manar's identity was concealed in each of these two contracts in that al-Manar was referred to only as "customer," each was signed by Youssef Zbib, an al-Manar official, and the seal of al-Manar appeared over Zbib's signatures.²

² A second contract that obligated HDTV to transmit the al-Manar signal from HDTV's earth station in New York to their

In return for providing these satellite transmissions of al-Manar from Beirut to New York, and the subsequent re-broadcast of al-Manar to HDTV's customers in the United States, al-Manar agreed to pay HDTV a monthly fee of \$28,000 per month.³ (PSR ¶ 24). These payments were generally broken into two parts: \$12,000 per month for the transmission of al-Manar from Beirut to New York on the NSS7 satellite, and \$16,000 per month for bouncing the al-Manar signal to a second satellite so HDTV's customers could receive the signal in the United States. HDTV's bank statements confirm that HDTV was paid by al-Manar for at least five consecutive months for the satellite transmission and broadcast of al-Manar. (PSR ¶ 24).

Iqbal also provided material support to al-Manar by sending them shipments of highly technical and specialized equipment. In March 2006, HDTV sent a power supply module, an expensive piece of electronic equipment specially-designed for satellite broadcasting, to al-Manar in Beirut. (PSR ¶ 25).

The Government's evidence demonstrates that Iqbal knew that al-Manar was controlled by Hizballah and nevertheless provided material support to that international terrorist organization. (PSR ¶ 23). One instance of this early knowledge was documented in an October 22, 2005 email written by Iqbal to Youssef Zbib, an al-Manar official, in which he described the hesitancy of a certain satellite company, Sama Dubi, to broadcast the al-Manar station. (This email is attached hereto as Exhibit C.) Stating that officials at Sama Dubi "are kind of scared," Iqbal promised that he would find a way to broadcast al-Manar in the United States and protect its content from "any governmental unreasonable rules and regulations." Iqbal was well-positioned to make good on his promise because of his extensive background and specialized knowledge in satellite software and hardware

customers in North America on a different satellite was separately executed by Elahwal.

³ Due to the nature of satellite broadcast technology, and the footprint capability of various satellite providers, for customers in North America to receive the al-Manar broadcast from Beirut, the signal first needed to be transmitted from al-Manar in Beirut to HDTV's earth station in New York, and then the signal would be bounced to a second satellite, which would then shower a receivable signal to HDTV customers.

systems, which he repeatedly employed in the furtherance of his crimes. (PSR ¶ 26).

Iqbal and Elahwal received repeated and detailed warnings about the terrorist affiliations of al-Manar from Mark Dubowitz, the Chief Operating Officer of the Foundation for the Defense of Democracies, which is a nonpartisan group of American policymakers focused on promoting democracy and countering terrorist ideologies. Dubowitz sent an email to Iqbal on December 20, 2005 (attached as Exhibit D), in which he described al-Manar's terrorist ideology and affiliation with Hizballah. He identified al-Manar as "the official television station of Hezbollah" and explained that "Hezbollah uses al-Manar as an integral part of its overall operations." Dubowitz further explained that Iran and Hizballah provide al-Manar with approximately \$15 million in funding annually to promote their ideology and jihadist program, and that Hizballah uses al-Manar as "an operational weapon to incite hatred and violence, recruit suicide bombers, and communicate with its soldiers in the field." Dubowitz urged Iqbal to cease transmission of the station, citing international and domestic efforts to stop the dissemination of this station, adding that the State Department placed al-Manar on the "Terrorist Exclusion List" in December 2004.

Within an hour of sending this email, Dubowitz received a telephone call from Iqbal during which Iqbal at first claimed not to know what al-Manar was, but then eventually admitted to having a three-year contract with them to broadcast their television programming. Dubowitz reiterated the contents of his email, to which Iqbal replied, in substance, that it would cost him a lot of money to stop broadcasting al-Manar. Dubowitz followed up with a second phone call to HDTV the following day, during which Iqbal spent several minutes screaming profanities at Dubowitz and then handed the phone to Elahwal, who accused Dubowitz of interfering with HDTV's business.

Iqbal ignored Dubowitz's pleas to cease broadcasts of al-Manar and, instead, sought to evade detection of his broadcasts of al-Manar. Toward this end, Iqbal wrote a series of emails to Zbib requesting that he take steps to remove the station from a widely-consulted satellite monitoring listing, known as "LyngSat," which publicizes the programming carried on particular satellites. Iqbal believed that removing this information from LyngSat would conceal their criminal activity and allow them to

continue without interference from concerned parties like Dubowitz or scrutiny by law enforcement. Iqbal also encrypted the station signal to hide the station's content from the satellite providers until he could successfully remove it from LyngSat.⁴

Nor did the Specially Designated Global Terrorist ("SDGT") designation of al-Manar on March 23, 2006, have any deterrent effect on Iqbal's criminal activities. On that same day, Zbib sent an email to Iqbal and Elahwal asking when they would start live streaming of al-Manar on the internet from the HDTV site - a method that would not require a satellite transmission from Beirut to New York. (PSR ¶ 25). Because the SDGT designation was devastating to the prospect of future al-Manar broadcasts in the United States, Zbib wrote that continuing the broadcasts in another manner, "is very necessary for us!!!" (Attached hereto as Exhibit F).

Iqbal's knowledge of al-Manar's terrorist affiliations was further demonstrated in April 2006, when New Skies Satellites ("New Skies"), the operator of the NSS7 satellite that Iqbal was using to receive the al-Manar signal from Beirut, became aware of the terrorist content being broadcast on their satellite. On April 6, 2006, New Skies personnel observed the broadcast of an Arabic station fitting the description of al-Manar, whose identification was confirmed by the presence of the al-Manar logo in the upper right hand corner of the screen for the duration of the program. Accordingly, New Skies sent Iqbal an order to cease these transmissions. (Attached hereto as Exhibit G). This letter explained that, "[u]nder the terms of the Master Agreement, HDTV is required to comply with all laws, rules and regulations applicable to the use of our satellite transmission capacity in any jurisdiction in which the Service is used. . . . It has come to our attention from a governmental authority that HDTV is transmitting the Al Manar TV channel and associated audio

⁴ It should be noted that Iqbal was making efforts to disguise al-Manar's signal as early as November 5, 2008. On this date, Ali Karaki, an al-Manar technical representative, sent an email to Iqbal in which he recommended HDTV's use of 'BISS' mode, which is a satellite transmission technique that scrambles the signal (Attached hereto as Exhibit E). This is yet another example of Iqbal's early knowledge of the terrorist nature of al-Manar.

services via our NSS-7 satellite. We have today independently confirmed the transmission continues. . . . The Al Manar TV channel is an entity listed on the Terrorism Exclusion List since December 2004. Accordingly, you are hereby ordered to cease immediately the transmissions of this signal to the NSS-7 satellite."

Ignoring this warning, Iqbal responded five days after his receipt of the order to cease transmissions with a letter in which he falsely stated that "this signal was mistakenly plugged to our multiplexer by the teleport engineer." (PSR ¶ 26). On the same day that Iqbal sent this letter to New Skies he also sent an email to Zbib in which he told Zbib to start broadcasting the al-Manar signal again, this time scrambled, so that its content could not be detected by authorities. (Attached hereto as Exhibit H). Iqbal wrote, "I want to you transmit the signal today and make sure [it] is scrambled," and reiterated, "make sure the signal nervier [sic] be clear in your end always has to be scramble [sic]."

In April 2006, Iqbal emailed with Youssef Zbib to coordinate Iqbal's travel to Beirut in May 2006. In this email communication, attached as Exhibit I, Iqbal explained that he wished to discuss with Zbib "face to face, all Satellite businesses and other issues." In this email Iqbal also offered to provide al-Manar with additional equipment and/or computer hardware and software. In early May 2006, Iqbal then traveled to Beirut, Lebanon to meet with al-Manar officials. Evidence of this trip was recovered from Iqbal's computer hard drive during a court-authorized search of Iqbal's Staten Island residence. This evidence included time-stamped photographs of Beirut, photographs of Hizballah posters in Lebanon, and a photograph of Iqbal posing with Abdallah Kassir, the General Manager of al-Manar. (This last photograph is attached as Exhibit J.)

Despite the many warnings about al-Manar's relationship with Hizballah and, despite the March 2006 designation of al-Manar as an SDGT entity, Iqbal continued to actively market the al-Manar station to his customers in Brooklyn. He provided the station as part of an "Arabic package" that consisted of a variety of benign Middle Eastern channels in addition to al-Manar. On June 8, 2006, a confidential informant (hereafter referred to as the "CI") was sent by FBI agents to HDTV's store in Brooklyn with a hidden

recording device in order to capture an instance of such a transaction. Within five minutes of the CI's arrival at the store, Iqbal said to the CI, "Why don't you watch al-Manar?" (The relevant pages of the transcript of this conversation are attached as Exhibit K.) The CI eventually agreed to purchase a satellite dish to receive the station as part of the Arabic package and, a few weeks later, HDTV installers came to the CI's residence - an apartment provided by the FBI - to set up the dish network.⁵ (PSR ¶ 26).

As late as June 22, 2006, months after Iqbal had become well aware of al-Manar's designation as an SDGT, Iqbal was still doing business with al-Manar. In an email sent on that date from Iqbal to Youssef Zbib, Iqbal cautioned Zbib against purchasing electronic equipment directly from the electronics suppliers in the United States so as to avoid detection by the United States Government. Iqbal suggested that Zbib make any purchases through HDTV to conceal that the equipment was being purchased for al-Manar. (This email is attached as Exhibit L.) Specifically, Iqbal wrote to Zbib, "no[w] we can buy any parts you need. . . . This will remove your name [al-Manar] now . . . please do not call the US companies to order any products...we will ship to you from here any merchandize [sic]." (PSR ¶ 25).

Iqbal continued his efforts to broadcast al-Manar up until his arrest date on August 23, 2006.

B. Applicable Law

The Guidelines still provide strong guidance to the Court in light of *United States v. Booker*, 543 U.S. 220 (2005), although they are no longer mandatory. "[A] district court should begin all sentencing proceedings by correctly calculating the applicable Guidelines range" - that range "should be the starting point and the initial benchmark." *Gall v. United States*, 128 S. Ct. 586, 596 (2007). As the Second Circuit has recently remarked *en banc*, although the Guidelines do not dictate a presumptively reasonable sentence, they are not merely a "body of casual

⁵ The al-Manar signal was not received by the CI due to disruptions of the al-Manar signal from Lebanon which resulted from Israeli bombing of the al-Manar facilities during its war with Hizballah in July 2006.

advice." *United States v. Cavera*, --- F.3d ----, 2008 WL 5102341, at *5 (2d Cir. Dec. 4, 2008) (internal quotation marks omitted). The Guidelines' relevance throughout the sentencing process stems in part from the fact that, while they are advisory, "the sentencing statutes envision both the sentencing judge and the Commission as carrying out the same basic § 3553(a) objectives," *Rita v. United States*, 127 S. Ct. 2456, 2463 (2007), and the Guidelines are "the product of careful study based on extensive empirical evidence derived from the review of thousands of individual sentencing decisions," *Gall*, 128 S. Ct. at 594.; see also *Rita v. United States*, 127 S. Ct. at 2464. After making the initial Guidelines calculation, a sentencing judge must then consider seven factors outlined in Title 18, United States Code, Section 3553(a), and "impose a sentence sufficient, but not greater than necessary, to comply with the purposes" of sentencing outlined in Section 3553(a)(2). *Gall v. United States*, 128 S. Ct. at 596-97. To the extent a District Court imposes a sentence outside the range recommended by the Guidelines, the Court must "consider the extent of the deviation and ensure that the justification is sufficiently compelling to support the degree of the variance." *Cavera*, 2008 WL 5102341, at *5 (quoting *Gall*, 128 S. Ct. at 596).

C. Discussion

The plea agreement specifies that the applicable sentencing Guidelines range for Iqbal's offense of conviction is 63-78 months' imprisonment. (Ex. A at 3). This range of 63-78 months' imprisonment accurately reflects the seriousness of the offense and characteristics of the defendant, and will provide a just punishment. As such, Iqbal should be sentenced within that range.

First and foremost, the nature and seriousness of the crime of which Iqbal was convicted weighs in favor of a sentence of imprisonment of at least 63 months. Iqbal provided support to one of the most sophisticated and dangerous terrorist organizations in the world. His involvement was very significant, including the use of his specialized knowledge about satellite transmissions and his investment in high tech equipment. The idea to provide these services to the television station of a designated FTO was devised by Iqbal. His conduct spanned more than 10 months (and likely terminated only because Iqbal and his co-defendant were arrested in August 2006). It

generated more than one million dollars in proceeds and involved sophisticated efforts to conceal the fact that HDTV was using two different satellites to carry the al-Manar signal to customers in the United States. Moreover, Iqbal and his co-defendant repeatedly ignored pleas from individuals to cease their broadcast of al-Manar because it was giving support to an FTO. Iqbal also repeatedly lied to the satellite companies and to a private citizen who alerted him to the fact that he was dealing with Hizballah and its television station. That Iqbal would engage in this dangerous criminal conduct to profit (or to try to avoid the loss of his investment in HDTV) is telling, and his willingness to assist Hizballah in any way should weigh in favor of a substantial sentence of imprisonment.

In his sentencing submission, Iqbal argues that he does not possess - and has not manifested in any of his conduct or history - any ideology sympathetic to terrorism or other political doctrine." (Defendant's submission at 2.) While the Government does not have any evidence to prove that his agreement to provide material support to Hizballah was motivated by any particular sympathy for the terrorist agenda of Hizballah, there were two email communications which were recovered from Iqbal's residence in which he expressed support for Hizballah in their July-August 2006 war with Israel. In the first of these communications, an email to Zbib on July 13, 2006, which is attached as Exhibit M, Iqbal alerts Zbib (and Hizballah) that there are "[j]ews from India" in Lebanon who are providing targeting information, maps and other information and they are employed by the United Nations. Iqbal then encouraged Zbib to "check these people out as fast as possible," and added that he, Iqbal, is available to provide "any kind of help" to Zbib (and presumably Hizballah) in their war with Israel. In an undated instant messaging chat communication that Iqbal had with "Ibrahim," at al-Manar, Iqbal wrote that he was providing an expensive piece of communications equipment because "our Muslims [sic] Brothers are in need & I am trying to help them . . . I am trying to become a good Muslim." Ibrahim then replied that "what you are doing is very precious for islam. [I]sraelies [sic] are suffuring [sic] from the iron hands of muslims now." The relevant page of this "chat" communication is attached as Exhibit N. Finally, there were also video clips recovered from Iqbal's computer which depict: (1) Hizballah fighters appearing to overtake a government bunker and displaying the Hizballah flag; and (2) Hizballah fighters marching in a parade while displaying the Hizballah flag.

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Accordingly, for all of the foregoing reasons, the Government respectfully submits that a sentence of between 63 and 78 months' imprisonment is appropriate given the facts and circumstances of this case.

Respectfully submitted,

LEV L. DASSIN
Acting United States Attorney
Southern District of New York

By: _____
Eric Snyder
David Leibowitz
Assistant United States Attorneys
(212) 637-2534/1947

cc: Joshua Dratel, Esq. (By fax (without attached exhibits) and
by Federal Express (with all attached Exhibits)



Exhibit A

U.S. Department of Justice

United States Attorney
Southern District of New York



The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007

December 19, 2008

BY ELECTRONIC MAIL

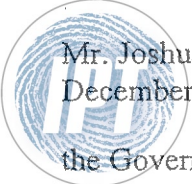
Joshua L. Dratel, Esq.
2 Wall Street, 3rd Floor
New York, New York 10005
Fax. (212) 571-3792

Re: **United States v. Javed Iqbal**
S1 06 Cr. 1054 (RMB)

Dear Mr. Dratel:

On the understandings specified below, the Office of the United States Attorney for the Southern District of New York ("this Office") will accept a guilty plea from JAVED IQBAL, a/k/a "John Iqbal," ("the defendant") to Count Two of the above-referenced superseding indictment ("the Indictment"). Count Two charges the defendant with providing material support and resources to Hizballah, a designated Foreign Terrorist Organization ("FTO"), in violation of Title 18, United States Code, Sections 2339B and 2. Count Two carries a maximum sentence of 15 years' imprisonment; a maximum term of 3 years' supervised release; a maximum fine, pursuant to Title 18, United States Code, Section 3571, of the greatest of \$250,000, twice the gross pecuniary gain derived from the offense, or twice the gross pecuniary loss to persons other than the defendant resulting from the offense; and a \$100 special assessment. In addition to the foregoing, the Court must order restitution in accordance with Sections 3663, 3663A and 3664 of Title 18, United States Code.

In consideration of the defendant's plea to the above offense, the defendant will not be further prosecuted criminally by this Office (except for criminal tax violations as to which this Office cannot, and does not, make any agreement) for (1) conspiring to provide, and providing, material support and resources to Hizballah between in or about September 2005 and in or about August 2006, by agreeing to provide, and providing, satellite transmission services and satellite television equipment to Hizballah's television station, al-Manar, as set forth in Counts One, Two, Seven, and Eight of the Indictment; and (2) conspiring to engage, and engaging, in prohibited transactions and dealings with Hizballah and al-Manar, both Specially Designated Global Terrorists ("SDGT"), between in or about September 2005 and in or about August 2006, by agreeing to provide, and providing, satellite transmission services and satellite television equipment to Hizballah's television station, al-Manar, as set forth in Counts Three through Six and Nine through Eleven of the Indictment. In addition, at the time of sentencing,



Mr. Joshua L. Dratel, Esq.
December 19, 2008

the Government will move to dismiss any open Count(s) against the defendant. The defendant agrees that with respect to any and all dismissed charges he is not a "prevailing party" within the meaning of the "Hyde Amendment," Section 617, P.L. 105-119 (Nov. 26, 1997), and will not file any claim under that law.

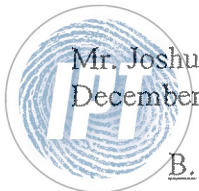
In consideration of the foregoing and pursuant to United States Sentencing Guidelines ("U.S.S.G." or "the Guidelines") Section 6B1.4, the parties hereby stipulate to the following:

A. Offense Level

1. The November 1, 2008, edition of the Guidelines applies to this case.
2. The Guideline applicable to the offense set forth in Count Two is U.S.S.G. § 2M5.3, which provides for a base offense level of 26. U.S.S.G. § 2M5.3(a).¹
3. Because the defendant used a special skill in a manner that significantly facilitated the commission of the offense, a two-level increase is warranted pursuant to U.S.S.G. § 3B1.3.
4. Assuming the defendant clearly demonstrates acceptance of responsibility, to the satisfaction of the Government, through his allocution and subsequent conduct prior to the imposition of sentence, a 2-level reduction will be warranted, pursuant to U.S.S.G. § 3E1.1(a). The parties further agree that an additional one-level reduction, pursuant to U.S.S.G. § 3E1.1(b), is not warranted, because the defendant failed to timely notify the Government of his intention to enter a plea of guilty and thus did not permit the Government to avoid preparing for trial.

In accordance with the above, the applicable Guidelines offense level is 26.

¹ The parties agree that the Guidelines terrorism enhancement, U.S.S.G. § 3A1.4, does not apply to the particular facts of this case because, at the present time, the Government would not be able to show that the defendant's offense was "calculated to influence or affect the conduct of government by intimidation or coercion, or to retaliate against government conduct." 18 U.S.C. § 2332b(g)(5).



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B. Criminal History Category

Based upon the information now available to this Office (including representations by the defense), the defendant has zero criminal history points, calculated as follows:

1. On or about October 17, 1989, the defendant was convicted in United States District Court for the District of Vermont upon a plea of guilty to a charge of illegal entry, in violation of Title 8, United States Code, Section 1325, a misdemeanor. The defendant was sentenced to eight days' imprisonment. Under U.S.S.G. § 4A1.2(e), this sentence is not counted.

Accordingly, the defendant is in Criminal History Category I.


C. Sentencing Range

Based upon the calculations set forth above, the defendant's stipulated sentencing Guidelines range is 63 to 78 months' imprisonment (the "Stipulated Guidelines Range"). In addition, after determining the defendant's ability to pay, the Court may impose a fine pursuant to U.S.S.G. § 5E1.2. At Guidelines level 26, the applicable fine range is \$12,500 to \$125,000.

The parties agree that neither a downward nor an upward departure from the Stipulated Guidelines Range is warranted. Accordingly, neither party will seek such a departure or seek any adjustment not set forth herein. Nor will either party suggest that the Probation Department consider such a departure or adjustment, or suggest that the Court *sua sponte* consider such a departure or adjustment.

The parties further agree that a sentence within the Stipulated Guidelines Range would constitute a reasonable sentence in light of all of the factors set forth in Title 18, United States Code, Section 3553(a). In addition, neither party will seek a sentence outside of the Stipulated Guidelines Range, suggest that the Probation Department consider a sentence outside of the Stipulated Guidelines Range, or suggest that the Court *sua sponte* consider a sentence outside of the Stipulated Guidelines Range.

Except as provided in any written Proffer Agreement(s) that may have been entered into between this Office and the defendant, nothing in this agreement limits the right of the parties (i) to present to the Probation Department or the Court any facts relevant to sentencing; (ii) to make any arguments regarding where within the Stipulated Guidelines Range of 63 to 78 months (or such other range as the Court may determine) the defendant should be sentenced; (iii) to seek an appropriately adjusted Sentencing range if it is determined based upon new information that the defendant's criminal history category is different from that set forth above. Nothing in this agreement limits the right of the Government to seek denial of the



Mr. Joshua L. Dratel, Esq.
December 19, 2008

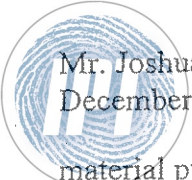
adjustment for acceptance of responsibility, *see* U.S.S.G. § 3E1.1, and/or imposition of an adjustment for obstruction of justice, *see* U.S.S.G. § 3C1.1, regardless of any stipulation set forth above, should the defendant move to withdraw his guilty plea once it is entered, or should it be determined that the defendant has either (i) engaged in conduct, unknown to the Government at the time of the signing of this Agreement, that constitutes obstruction of justice or (ii) committed another crime after signing this agreement.

It is understood that pursuant to U.S.S.G. § 6B1.4(d), neither the Probation Department nor the Court is bound by the above Guidelines stipulation, either as to questions of fact or as to the determination of the proper Guidelines to apply to the facts. In the event that the Probation Department or the Court contemplates any Guidelines adjustments, departures, or calculations different from those stipulated to above, or contemplates any sentence outside of the stipulated Guidelines range, the parties reserve the right to answer any inquiries and to make all appropriate arguments concerning the same.

It is understood that the sentence to be imposed upon the defendant is determined solely by the Court. It is understood that the Sentencing Guidelines are not binding on the Court. The defendant acknowledges that his entry of a guilty plea to the charged offenses authorizes the sentencing court to impose any sentence, up to and including the statutory maximum sentence. This Office cannot, and does not, make any promise or representation as to what sentence the defendant will receive. Moreover, it is understood that the defendant will have no right to withdraw his plea of guilty should the sentence imposed by the Court be outside the Guidelines range set forth above.

It is agreed (i) that the defendant will not file a direct appeal, nor litigate under Title 28, United States Code, Section 2255 and/or Section 2241, any sentence within or below the Stipulated Guidelines Range set forth above and (ii) that the Government will not appeal any sentence within or above the Stipulated Guidelines Range. It is further agreed that any sentence within the Stipulated Guidelines range is reasonable. This provision is binding on the parties even if the Court employs a Guidelines analysis different from that stipulated to herein. Furthermore, it is agreed that any appeal as to the defendant's sentence that is not foreclosed by this provision will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) the above stipulation.

The defendant hereby acknowledges that he has accepted this Agreement and decided to plead guilty because he is in fact guilty. By entering this plea of guilty, the defendant waives any and all right to withdraw his plea or to attack his conviction, either on direct appeal or collaterally, on the ground that the Government has failed to produce any discovery material, Jencks Act material, exculpatory material pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963), other than information establishing the factual innocence of the defendant, and impeachment



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December 19, 2008

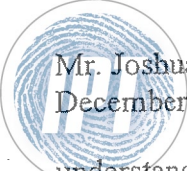
material pursuant to *Giglio v. United States*, 405 U.S. 150 (1972), that has not already been produced as of the date of the signing of this Agreement.

By entering this plea of guilty, the defendant also waives any and all right the defendant may have, pursuant to Title 18, United States Code, Section 3600, to require DNA testing of any physical evidence in the possession of the Government. The defendant fully understands that, as a result of this waiver, any physical evidence in this case will not be preserved by the Government and will therefore not be available for DNA testing in the future.

The defendant understands that he is bound by his guilty plea regardless of the immigration consequences of the plea and regardless of any advice the defendant has received from his counsel or others regarding those consequences. Accordingly, the defendant waives any and all challenges to his guilty plea and to his sentence based on those consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction or sentence, based on the immigration consequences of his guilty plea, conviction and sentence.

It is further agreed that should the conviction(s) following defendant's plea(s) of guilty pursuant to this Agreement be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this agreement (including any counts that the Government has agreed to dismiss at sentencing pursuant to this Agreement) may be commenced or reinstated against defendant, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

It is further understood that this Agreement does not bind any federal, state, or local prosecuting authority other than this Office. Apart from any written Proffer Agreement(s) that may have been entered into between this Office and defendant, this Agreement supersedes any prior understandings, promises, or conditions between this Office and defendant. No additional

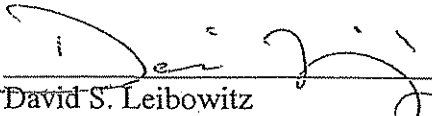


Mr. Joshua L. Dratel, Esq.
December 19, 2008

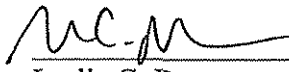
understandings, promises, or conditions have been entered into other than those set forth in this Agreement, and none will be entered into unless in writing and signed by all parties.

Very truly yours,

LEV L. DASSIN
Acting United States Attorney

By: 
David S. Leibowitz
Assistant United States Attorney
(212) 637-1947

APPROVED:

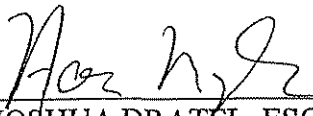

Leslie C. Brown
Deputy Chief
Terrorism and National Security Unit

AGREED AND CONSENTED TO:


JAVED IQBAL

12/23/08
DATE

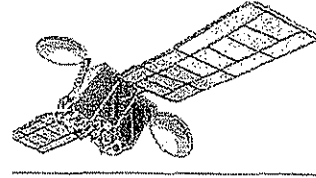
APPROVED:


JOSHUA DRATEL, ESQ.
Attorney for JAVED IQBAL

12/23/08
DATE



Exhibit B



**Agreement Between HDTV CORPORATION International
Telecommunications & CUSTOMER, Concerning Transponder Service.**

This Agreement is made the 13th day of November 2005 by and between Mobile Satellite Communications d/b/a/ HDTV, corporation organized and existing under the laws of the New York State, and having its primary place of business at 6805 Ft Hamilton Pkwy, BROOKLYN 11219, NY, U.S.A (hereinafter referred to as "HDTV" which expression shall include its successors and permitted assigns) and CUSTOMER, a corporation organized and existing under the laws of and having a place of business at ADDRESS (hereinafter referred to as "CUSTOMER" which expression shall include its successors and permitted assigns).

Witnesses

WHEREAS, HDTV leases transponder space on the **NSS 7**, from New Skies Satellites Corporation, organized and existing under the laws of the State of NEW YORK. Which expression shall include its successors and permitted assigns:

WHEREAS, CUSTOMER desires to obtain space segment service on a Ku-band transponder on **NSS 7** satellite from HDTV to be used for a satellite transmission service:

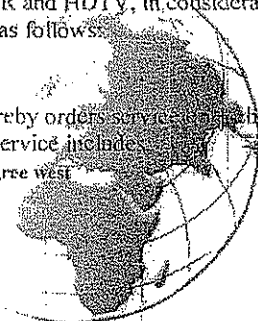
WHEREAS, this Agreement shall be in effect and the satellite services provided hereunder shall be provided by HDTV to CUSTOMER on a non-common carrier basis such that the terms and conditions of the used of these services are governed solely by this Agreement and not by tariff filed with the Federal Communications Commission.

NOW, THEREFORE, CUSTOMER and HDTV, in consideration of the mutual covenants expressed herein, agree as follows:

1. HDTV Services

HDTV offers and CUSTOMER hereby orders service on a channel on **NSS 7** satellite for service beginning on DATE. The service includes:

- . Space Segment on **NSS 7 @ 22. degree west**
- . IP Encapsulation
- . Housing of Equipment
- . 64k Internet Access
- . L Band Signal
- . Uplinking



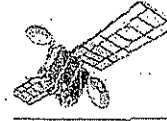
1.1 The service as described in Section 1 shall hereinafter be referred to as the "Service".

1.2 HDTV will receive signal from CUSTOMER via TYPE and uplink to **NSS 7** 24 hours a day, 7 days a week.

1.3 CUSTOMER will be responsible for delivering to HDTV the signal

1.4 CUSTOMER will provide HDTV with the necessary, encoders, decoders, Remultiplexing, and associated software for this service. CUSTOMER will either

- (1) Have its employees or an Independent Contractor install the equipment at HDTV or
- (2) Reimburse HDTV, corp. for all installation charges. **FTA clear Channel**



1.5 HDTV will provide CUSTOMER with a fully redundant Ku-band transmit and receive systems with UPS backup and generator power. Our Facility is staffed 24 hours a day 7 days a week.

1.6 The Service is furnished to CUSTOMER subject to the HDTV - New Skies Satellites Corporation.

Agreement, including the terms and conditions.

2. Rates/Term

2.1 CUSTOMER shall pay a monthly rate for the Service as set forth on the following table:

Quantity	Service	Satellite	Term	Monthly Rate
# 1 #	1 Channel	NSS 7	3 years, 3 MG	\$ 12000.00 USD

2.2 The monthly payment rate is due on or before the first of each month.

2.3 Payments not received by the due date shall accrue interest at the rate of 1.5% per month from the due date until the date paid.

2.4 The payments will be made to HDTV, via wire transfer as listed on Exhibit "A".

3. Deposit / Prepayment

The Service offered hereunder is contingent on HDTV, CORPORATION receiving From CUSTOMER, not later than DATE; (I) a deposit in an amount equal to one (1) times the monthly rate set forth in Section 2 ("Rates") above and, (II) payment for one month of service to be received no later than DATE.

3.2 Payments not received by the due date shall accrue interest at the rate of 1.5% per month from the due date until the date paid.

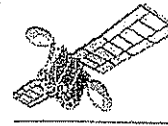
3.3 The payments will be made to HDTV via wire transfer as listed on Exhibit "A".

4. Disconnection/Termination

The agreement may be disconnect or terminated prior to the end of its term as follows:

4.1 If the full monthly payment is not received by the 8th day of the month, HDTV, CORPORATION reserves the right to disconnect the signal until payment in full is made or other payment arrangements have been approved in writing by HDTV, CORPORATION. Furthermore, the CUSTOMER is responsible for the payment of any and all applicable collection charges, recovery fees, and other associated fees and expenses that may be incurred as a result of the Customer's failure to remit payment(s) as defined previously.

4.2 In the event of the breach of any of the material terms and conditions contained herein, the non-breaching party may terminate upon written notice to the other with fifteen (15) days prior written notice citing the cause of such termination, which period may be used to cure.



4.3 In the event CUSTOMER orders discontinuance of Service effective on any date prior to the termination date set forth in Section I ("HDTV Services") of the Agreement, or if the Agreement is terminated by HDTV due to CUSTOMER's breach with respect to the service provided under the Agreement prior to the termination date set forth in section I ("HDTV Services") of the Agreement, an early termination charge ("Early Termination Charge") shall apply as follows: The Early Termination Charge shall be an amount equal to the lesser of (1) the aggregate monthly rate then in effect for one month of Service on the affected transponder(s)

Early Termination Charges shall be due and payable upon receipt by CUSTOMER of an invoice for such charges.

5. Indemnification

5.1 CUSTOMER shall assume liability for and hereby agrees to indemnify, defend, protect, save and hold HDTV, its affiliated companies and their respective officers, directors, employees and agents harmless against any and all liabilities, claims actions, suits, costs, losses, penalties, expenses, or damages including, without limitation, legal fees and expenses of whatsoever kind and nature imposed on, incurred by or asserted against HDTV to the extent arising out of or in connection with:

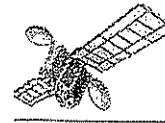
- a) any act omission by CUSTOMER
- b) any claim with respect to matters related to the service to be provided by HDTV hereunder
- c) any claim with respect to information transmitted by CUSTOMER over facilities or services supplied by HDTV, including claims for libel, slander and copyright infringement.

6. Warranty

6.1 HDTV, CORPORATION warrants that the Services to be provided to CUSTOMER by HDTV in accordance with this order shall be diligently performed in a professional manner by qualified individuals. CUSTOMER shall be solely responsible for determining the adequacy of Services for any and all uses to which CUSTOMER may apply them. HDTV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

7. Liability

7.1 The liability of HDTV, CORPORATION for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects for any reason whatsoever occurring in the course of furnishing service to CUSTOMER shall in no event exceed an amount equivalent to the proportionate charge to the CUSTOMER for the period during which such mistake, omission, interruption, delay, or error or defect occurs. In no event shall HDTV be liable to CUSTOMER for any indirect, special, incidental, consequential or punitive damages.



8. Force Majeure

8.1 HDTV CORPORATION shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, acts of God, sun outages or outages due to atmospheric conditions, fire, flood or other catastrophes, any law, order, regulation direction, action or request of the United States government or any other government, including state and local governments having jurisdiction over HDTV, or any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authorities, national emergencies, transportation interruptions, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

9. Taxes

9.1 CUSTOMER shall be responsible for the payment of all excise, sales, use or other similar taxes which may be levied by a governing body or bodies for service furnished by HDTV to CUSTOMER.

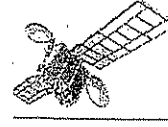
10. Notices

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by one party to the other party pursuant to this Agreement (except as otherwise specifically provided in this Agreement) shall be in writing and shall be delivered by hand or mailed by first-class registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to CUSTOMER: Al Manar TV, Manar TV Building Haret Hreik, Beirut, Lebanon
Phone : 00961 1 276000
FAX : 00961 1 555953
Po Box : 25/354

(ii) If to HDTV: HDTV Corporation, 6805 FT Hamilton Pkwy, Brooklyn N.Y 11219 USA
Phone : 001 718 439 3050
Fax : 001 718 439 7188

Either party may designate by notice in writing a new address or addressee to which any notice, demand, request, or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be delivered, shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee named above as to each party, with the signed messenger receipt, return receipt, or the delivery receipt being deemed conclusive evidence of such delivery.



11. Entire Agreement

This Agreement along with matters incorporated herein by reference, constitutes the entire agreement between CUSTOMER and HDTV relative to the Service, and this Agreement can be altered, amended or revoked only by an instrument in writing signed by both CUSTOMER and HDTV. CUSTOMER and HDTV agree hereby that any prior or contemporaneous oral and written agreements between and among themselves and their agents and representatives relative to the subject of this Agreement are superseded and replaced by this Agreement. Any provision of this Agreement found to be unenforceable or invalid by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision except that if such invalid or unenforceable provision provided a material benefit to a party hereto, such party shall have the right to terminate the Agreement with liability to the other.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written, and agree to the terms and conditions set forth herein.

Mobile Satellite Communication DBA HDTV, CORPORATION CUSTOMER

(signature)

(print)
JOHN IQBAL

(title)
CEO

(date)
November 13, 2005

(signature)


(print)
YOUSSEF ZBIB

(title)
Engineering Manager

(date)
November 13, 2005



Exhibit C


Message0008

Subject: your content delivery
From: "STRONG SATELLITE RECEIVER" <sales@strong1.com>
Date: Sat, 22 Oct 2005 15:24:51 -0700
To: <john@hdtvuplink.com>
CC: <sal@hdtvuplink.com>

Message Body

Dear Mr. yousef, salaam

wish everything ok for you and your beloved ones. Sorry for not responding right away. You know that we are few days away from the show at the javits center in N.Y and we have to prepare for it.

In reference to my trip to Beirut, inshallah I'll send you an E-mail later just before I come, to arrange for everything. In reference to solutions for your content uplinking , we have spoke to

Sama Dubi which they have your content and they can uplink it for you but I think they are kind of scared and they are very hesitant to do it, but any way , Mr. iqbal had informed me that he is working on couple of other things to uplink your content and also to protect your content from any issues in the future. We are the main source we are different than Globe cast, Globe cast was renting the air capacity from our company, that is why when they receive any pressure from any one with some kind of political influence they force them to get rid of the undesired contents. But if you agree, all you could do is to get someone you trust and live in the states and carry the US citizenship to come to our company and we could direct him to form a local corporation. And then we could issue this corporation a direct BROADCASTING license , then this corporation well be protected against any governmental unreasonable rules and

re 12/2/08



regulations and it will be very hard to shut you down by any means. It is just an idea please pay attention to it and think about it and give me some feedback, the whole purpose here is to protect your content from any undesirable actions in the future. Also he suggested uplinking your content on either NEWSKY 7 satellite or ATLANTIC BIRD 1. then we could downlink you here in NEW YORK and uplink you to AMAZONS. Where your content could be viewed in north, south Americas, Canada, Mexico, Brazil, Argentina and Europe and Asia as well. And we could also encrypt for you we have the system to do it, our mother company STRONG BROTHERS is the leader in manufacturing set top boxes (receivers) and all other satellite equipments. We manufacture and carry set top boxes with embedded (CAS) i.e. conax, nagra, iroto, viaaccess, and other systems. If you charge (\$2-\$5)/month as a subscription to view the channel in the American side. It will serve two purposes. On one hand you will collect some money to pay for the uplinking fees and on the other hand we could list you as unlisted (some source of protection). We have the set top boxes and the access cards as well.

AGAIN Please send me your feedback in an E-mail and include your cellular number as you have mentioned in your last phone conversation with me, or your office number and the best time to call you, please have in mind that we are also available from 9 am till 7 pm use time and our numbers again are 1-718-439-30-50

or- 646-879-2304 for Mr. Iqbal or 1-917-817-8556 for Saleh. waiting to hearing from you very soon and if everything is agreeable for your content could be delivered before Eid al Fitar

inshaallah. saalam and best regards.



Safeh



Exhibit D

Message0041

Subject:	per Hispamar (Amazonas) and Hispasat - al-Manar
From:	"Mark Dubowitz" <mark@defenddemocracy.org>
Date:	Tue, 20 Dec 2005 17:35:12 -0500
To:	<john@hdtvuplink.com>
CC:	Pascual Menéndez Sánchez <pmenendez@hispat.es>, <rlevcovitz@hispamar.com.br>

Message Body

Mr. John Iqbal, CEO
HDTV
6805 Ft. Hamilton Pkwy
Brooklyn N.Y. 11219

December 20, 2005

Dear Mr. Iqbal,

I am the Chief Operating Officer of the Foundation for Defense of Democracies (FDD), a policy institute based in Washington, DC focused on promoting democracy and countering the ideologies which drive terrorism. We are comprised of a bipartisan group of leading American policymakers concerned about America's national security: <http://www.defenddemocracy.org/biographies/biographies.htm>. We lead a coalition of Muslim, Christian, Jewish and secular organizations – American and European – in a Coalition Against Terrorist Media (www.stopterroristmedia.org) focused on removing al-Manar, the official television station of Hezbollah, from the airwaves.

It has come to our attention that HDTV is using the capacity of Amazonas, the Brazilian satellite owned by Hispasat (www.hispasat.com/Amazonas) to broadcast Hezbollah's al-Manar satellite television station (www.lyngsat.com/amazonas.html). The footprint of Amazonas not only covers all of Latin and Central America and parts of the United States and Europe, as noted on the following website: <http://www.hispasat.com/Detail.aspx?SectionsId=95&lang=es>

In our hundreds of briefings to senior government officials in the US, Europe, Asia and the Middle East, it is clear that the broadcasting of al-Manar, a station owned and operated by an international terrorist organization, is treated very seriously by these governments. These governments have moved to shut down the transmission of al-Manar by French, Dutch, U.S., Hong-Kong and Australian satellite providers because of the station's messages of hatred and incitement. To date, al-Manar has been removed from eight satellite providers: Globecast, Asiasat, Hispasat, New Skies Satellite, Intelsat, Eutelsat, TARB and Telstar.

Hezbollah uses al-Manar as an integral part of its overall operations. With a stated purpose of waging "psychological warfare," al-Manar is a potent instrument that incites violence to viewers in the United States, South America, the Middle East, Europe, and elsewhere. Al-Manar, funded by Iran and Hezbollah at an estimated \$15 million annually, reaches approximately 10-15 million viewers daily. Hezbollah uses al-

re 12/18/05

Manar, in the words of one of its officials, as "an operational weapon" to incite hatred and violence, recruit suicide bombers, and communicate with its soldiers in the field.

In moving to end these broadcasts, governments and private satellite providers recognize that the programming on al-Manar is a potent brew of hatred and incitement to violence and is directed against Muslims, Christians and Jews around the world.

In December, 2004, the State Department added al-Manar to the Terrorist Exclusion List (TEL). Under this designation, those subject to possible exclusion and deportation would include members of al-Manar's staff; aliens who use positions of prominence to persuade others to support al-Manar; those who solicit funds or membership for al-Manar; and those whose actions provide material support to al-Manar.

In addition, the United States Congress has underscored the seriousness of the station to national security through bipartisan action in both the Senate and House of Representatives. In key legislation, Democrats and Republicans have united in calling on the governments and the private sector to terminate the broadcasting of this station.

The European Union has also applied its "Television Without Frontiers" Directive to cover the broadcasting of al-Manar and the French and Spanish governments and French and Spanish satellite providers have terminated the broadcasting of the station. At the end of June 2005, when Hispasat announced that it had stopped broadcasting al-Manar into Latin America, the Spanish government issued a strong statement against al-Manar and also clearly referred to Hezbollah as a terrorist organization.

To its credit, the private sector has shown a willingness to address this issue and to disassociate itself from broadcasting a channel which incites to violence, celebrates suicide bombers, and disseminates the most racist libels.

We trust that you will join your many colleagues in the private sector in doing what is right in defense of America's national security. I look forward to hearing from you in the immediate future.


Yours truly,
Mark Dubowitz

Mark Dubowitz
Chief Operating Officer
The Foundation for the Defense of Democracies
www.defenddemocracy.org
1146 19th Street NW, Suite 300, Washington, DC, 20036
(202) 207-0187 (Direct).
(202) 431-0711 (Cell).
(202) 207-0191 (Fax)
mark@defenddemocracy.org



Exhibit E

Message0054



Subject: about the scrambled equipment

From: "MCR" <mcr@manartv.com.lb>

Date: Sat, 5 Nov 2005 23:07:00 +0200

To: <john@hdtvuplink.com>

CC: <tech@manartv.com>

Message Body

DEAR John

BISS mode is a condition access most useful in broadcasting contribution we have Biss mode E

we use this scrambled and it is the most effect is the BISS E

The equipment we have to descrambled this option are

- 1- NEWTEC IRD2179 (you have to ensure that this module include Biss mode E options)
- 2- TANDBERG TT1260 (you have to ensure that this module include Biss mode E options)

when you ready I will send the scrambled word

About Manar TV address is : Lbanon - Beirut -haret horeik- Abed alnour street -Manar building
it is near the Airport about five minutes

thank you
Ali karaki

2 12/8/05



Exhibit F



Message0081

Subject: Tv Streaming**From:** "tech" <tech@manartv.com>**Date:** Thu, 23 Mar 2006 19:54:38 +0200**To:** "Iqbal" <john@hdtvuplink.com>**CC:** "Saleh Elahwal" <sal@hdtvuplink.com>

Message Body

Dear Mr John
Salam

Could you pls confirm when we will start "Live Streaming" via the internt of Manar TV from your site, it is very necessary for us !!!!

Thank you in advance to inform us ASAP.

Best Regards
Youssef

nc 12/8/08



Exhibit G



Via facsimile and courier: +1 718 439 3124

5 April 2006

HDTV LTD.
6809 Ft. Hamilton Pkwy
Brooklyn, NY 11219
USA

Attn. John Iqbal

Subject: Order to cease transmissions

Dear Mr. Iqbal,

The purpose of this letter is to provide formal notice of our order to cease transmissions of lease #NSS-L-24101-000 (the "Service"). You are hereby notified that your use of the Service is in violation of sections 1 and 4 of Appendix B of that certain Service Ordering Agreement entered into by and between HDTV LTD. and New Skies Satellites B.V. dated 8 November 2005 (the "Master Agreement").

Under the terms of the Master Agreement, HDTV is required to comply with all laws, rules and regulations applicable to the use of our satellite transmission capacity in any jurisdiction in which the Service is used. Additionally, New Skies may suspend the use of the Service if there is a substantial risk that New Skies becomes or could become the subject of (i) a criminal investigation or (ii) any other governmental action that could result in the revocation, suspension or loss of any license, ability or right to provide service or capacity. We take these requirements seriously and, to the extent we are informed by a valid government authority that a customer is or could be in violation of any such laws, rules or regulations, or that New Skies could become subject to any of the above actions, we reserve the right to suspend service.

It has come to our attention from a governmental authority that HDTV is transmitting the Al Manar TV channel and associated audio services via our NSS-7 satellite. We have today independently confirmed the transmission continues. The Al Manar TV channel is an entity listed on the Terrorism Exclusion List since December 2004. Accordingly, you are hereby ordered to cease immediately the transmissions of this signal to the NSS-7 satellite. The failure to do so will result in the termination of your lease for cause.



New Skies Satellites B.V.
Rooseveltplantsoen 4
2517 KR The Hague
The Netherlands

P.O. Box 821 97
2508 ED The Hague

tel +31 70 306 41 00
fax +31 70 306 41 01
www.newskies.com



To ensure that the current matter has been properly addressed and does not happen again, please confirm to us, in writing, when this signal has been removed from our satellite and please inform us of the additional steps you intend to take to make certain that this situation does not reoccur. While we value our business relationship with HDTV very much, we cannot allow the transmissions of HDTV or its end-user customer to jeopardize New Skies' business. Consequently, we are left with no other option than to suspend your Service until the signal of the offending carrier has been removed from the transponder and we are provided with reasonable assurances that it will not reappear.

Thank you for your immediate attention to this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Darshna B. Dhake', with a long horizontal flourish extending to the right.

Darshna B. Dhake
Director, Contracts



Exhibit H

**Message0060**

Subject:	Re: javed
From:	"HDTVUPLINK TECHNICAL SUPPORT" <technical@hdtvuplink.com>
Date:	Mon, 10 Apr 2006 10:21:48 -0700
To:	"Strong" <strong@strongislam.com>
CC:	<IQBAL@HDTVUPLINK.COM>

Message Body

Salamo Alaikom brother.

I want to you transmit the signal today and make sure is scrambled we do testing our meter but we do not see your signal coming in, please start transmitting today this way I can configure my IRD make sure the signal nerver be clear in your end always has to be scramble.

And here is the copy for the passport.

Thank you!

Assalamo Alaikom.

Your Brother.

Iqbal.

----- Original Message -----

From: Strong

To: HDTVUPLINK TECHNICAL SUPPORT

Sent: Monday, April 10, 2006 4:38 AM

Subject: Re: javed

Dear Brother salam

Pls resend me your passport copy because this one is not clear enough.

Best Regards

Youssef

12/8/08



----- Original Message -----
From: HDTVUPLINK TECHNICAL SUPPORT
To: strong@strongislam.com
Sent: Friday, April 07, 2006 1:37 AM
Subject: javed

718-439-7188 ext13
<http://www.hdtvuplink.com>
Technical@hdtvuplink.com



Exhibit I



Message0051

Subject:	hdtv uplink satellite world wide
From:	"HDTVUPLINK TECHNICAL SUPPORT" <technical@hdtvuplink.com>
Date:	Mon, 3 Apr 2006 02:43:11 -0700
To:	<strong@strongislam.com>
CC:	<iqbal@hdtvuplink.com>

Message Body

Assalamo Alaikom Youssef.

How are you?

I 'me coming for special visit to you in two to three weeks I like to discuss with you face to face all satellite businesses and other issues, Please, confirm me the hotel address close to you and I need the phone number for the hotel or if you book there give them my name Javed Iqbal my address is 6809 fort hamilton pkwy brooklyn NY 11219 and you can fax me the confirmation number to (718) 439-3124 I will be traveling with my old Pakistani Passport if you need any part or software or computer hardware or anything explained me I can bring it with me, you interested to buy any commercial server with play back system or just server the only one you can got this is to bring it with me if you need it I still have 2 to 3 week I can order it.

For NSS7 Unlinking from New York going to Middle East and Africa 4 MHZ C/KU Band let me know witch transponder we can put you on for maximum coverge we can switch transponder because we are already did the booking for you our price are \$4000.00 USD per MHZ and the retail price is \$6700.00 USD we have many customer asking for us to release this capacity but I'm not doing it because I'm leave it for you, if you are interested I will tell them I sold it because this satellite is full and don't have any capacity available this time.

You will viewing your Television before this Friday because I order one dedicated T1 internet line will cost us \$500.00 per month two year contract the circuit will be on Tuesday and testing will be finish Friday and Friday night we will send you private IP Address you can monitor your TV.

Please, read this and if you have any question call me. evening number between 9pm to 6am (646) 879-2304 and daytime 10am to 7pm (718) 439-7188 ext:10 and please let me know the phone system you want it with two line or one line

Assalamo Alaikom.

m 12/2/08

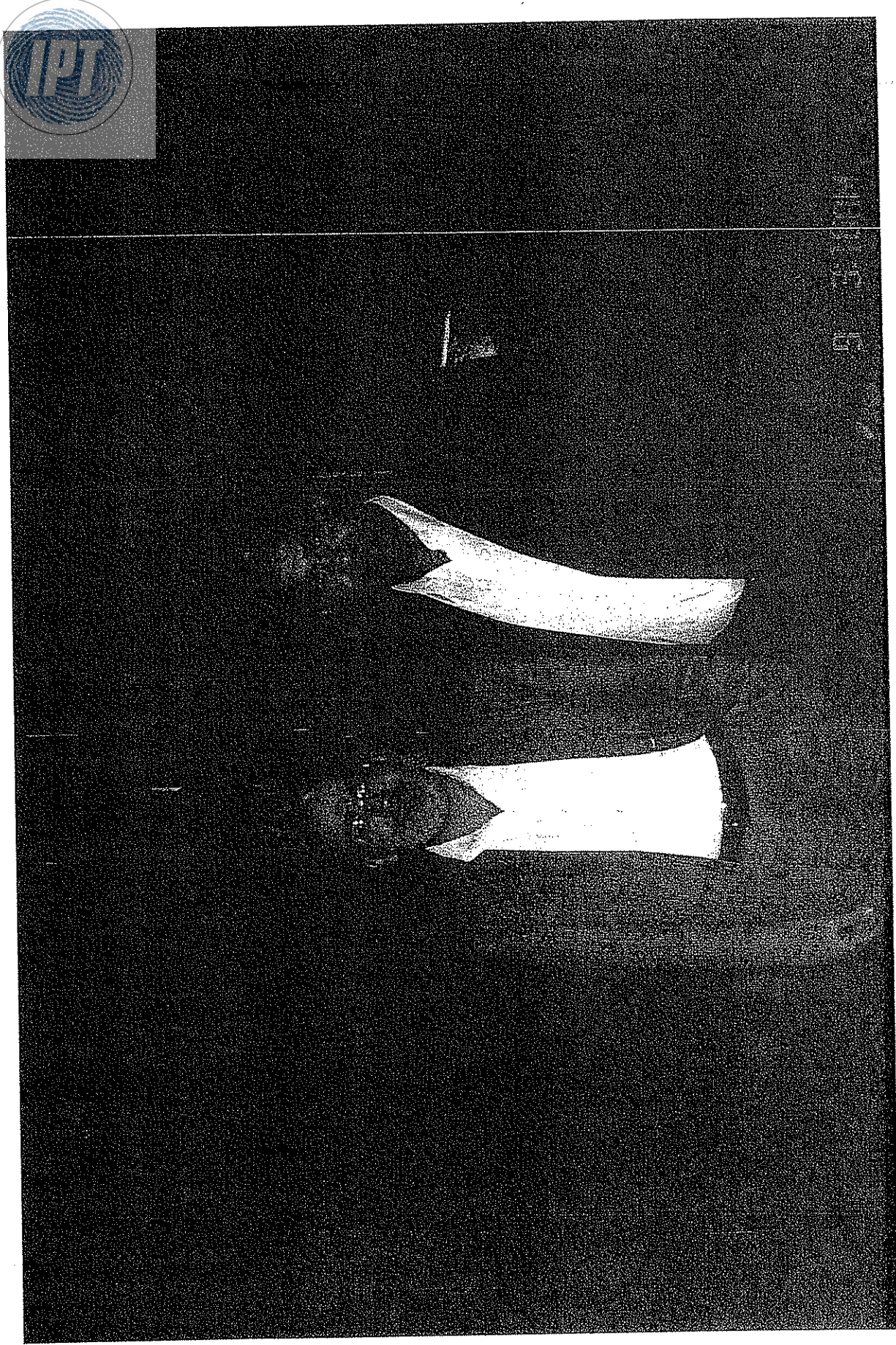


Best Regards,
Iqbal.

718-439-7188 ext13
<http://www.hdtvuplink.com>
Technical@hdtvuplink.com



Exhibit J



me 12/8/08
SM 12/8/08



Exhibit K



****DRAFT TRANSCRIPT****

DARREN: Hey, uh, how are you? This is Darren. How are you? Is anybody next door? Alright, there's somebody coming in. Uh, uh, somebody for [U/I]. Hey, John, somebody's coming in for dish network. Somebody's coming in. Your office is open, right? Alright, they're coming in right now.

CI: Next door? //

DARREN: [U/I] next door.

IQBAL: [U/I]

CI: Hey, how you doing?

IQBAL: Good.

CI: Yacub send me here from, uh, Queens.

IQBAL: Yacub, ok.

CI: Yeah, he was from mechanic shop. I need the service for, um, uh, the dish network.

IQBAL: Ok, what are you look....Arabic package?

CI: Yeah the Arabic channels. Yeah, Arabic channels.

IQBAL: Why you need the dish network? You have a million other channel....TV stations.

CI: Well, because I'm Lebanese. I need LBC or [U/I] //

IQBAL: Lebanese Christian?

CI: No, Muslim. Shia.

IQBAL: So why you don't watch, uh, [U/I]....you're Shia?

CI: Yeah.

IQBAL: Why you don't watch Al-Manar?

CI: [U/I] watch Al-Manar.



****DRAFT TRANSCRIPT****

Huh?

CI: Not for me for my parents, for my mother and my father.

IQBAL: Yeah, but I mean why you don't watch Al-Manar? Al-Manar you have, a lot of the....LBC be closed very soon. You don't hear the news? // In Lebanon?

CI: No.

IQBAL: The attack on the building, the building fucked up.

CI: Really?

IQBAL: Yeah.

CI: So, uh, what, uh, Al-Manar, what else, what else you can [U/I]?

IQBAL: You can watch, uh, you have to pay the fee. So....

CI: What do you mean I have to pay? Oh, there's no monthly fee?

IQBAL: That's what I try to explain to you, but you want a dish network. Dish network cost you \$60.00 per month.

CI: Ok.

IQBAL: And you have to pay for installation, and you have to have [U/I] credit check, you have to have // Social Security, you have to have

CI: But you don't charge for installation?

IQBAL: No, that's not how it works. Ok? Dish network is two different things.

CI: Ok.

IQBAL: Dish network, you pay every month. You have to have a good credit.

CI: Ok.

IQBAL: You understand that?

CI: Yeah, yeah.



Exhibit L



Message0074	
Subject:	ETM letter to Brother Yousuf
From:	"HDTV SERVICES CORP" <sal@hdtvuplink.com>
Date:	Thu, 22 Jun 2006 13:16:35 -0400
To:	"HDTV, CORP INTERNATIONAL SATELLITE TELEPORT" <john@hdtvuplink.com>
Message Body	
<p>Salaam O Lacum Brother Yousuf,</p> <p>I am mailing you this letter regarding our telephonic conversation we had a couple of days ago; there are few matters I would like to discuss with you personally, I want to explain to you and the every Muslim whom is involved with this matter. We are holding very good terms with ETM for the past 10years doing business manufacturing & integrating systems with ETM by Strong1 Brothers Ltd.and you know Strong1 Brothers Ltd is owned by my Brothers & myself. No one is aware of this information as of it yet, therefore I am providing you more further details:-</p> <p>ETM's CEO, the Manager & security department & the US Homeland Security called me and has also visited my office in NY. I used to work for the US Government but I have retired and still remain in very good relationships with these people; therefore they are very open to share with me clearly regarding the information which I am willing to provide to you now. Israeli Organization and Lebon Christian non-Muslim are working with them; and are providing all this information to them. Please each time you do any business or anything please LOOK AROUND your surroundings whom is watching you or your any kind of activities.</p> <ol style="list-style-type: none"> 1. Six or more months ago, Almanar TV or someone from your company contacted ETM to purchase parts/products for HPA, but the ETM representative told you that he needs someone domestic to purchase these products. The reason why he told you this is to catch the person who is working with the person whom is working with your organization because this company works for US NASA SPY Aircrafts Programs. So all these people work for the US Government. When i called them for the same parts he easily sent me the products normally as we do business with them, which is no problem, but when I asked them the 2nd time to purchase your you asked me for; he exactly matched the discription of which Almanar asked & what we asked, as if he knew for whom these parts are for. That 	

re 12/8/08



is how he contacted me & he flew from California to NY to visit me but when he arrived he was disappointed because I was also a Federal Agent for SPY Satellite Programs & i was the Chief in Charge at that time for Russian & European Satellites, I also used to work for the Federal Government. He asked to see my Government ID, which I showed him, then he switched his attitude and wanted to explain to me that you guys are dealing with Terrorist Organizations, whom we are looking for dead cell in US. I explained them that we purchased the V-Set mobile unit from Almanar TV for \$25,000.00 USD in non working condition and we were aware of whom these people are whom we are dealing with but we purchased this equipment to take away the from their hands. So now we will fix this unit & we will use for yourself here. So the unit has been already registered to HDTV broadcasting, no we can buy any parts you need. The parts that we have already ordered will arrive this coming week, we will pay them from our company's payment system. So this is good new for you and my Brothers. This will remove from your name now. Please inform anyone who is working with you or for your organization please do not call the US companies to order any products; if you happen to call anyone I advise you to use your local phone system you have & give them the number to call you back. You also have to tell them you work for Strong1 Brothers Ltd. 6805 Ft Hamilton Pkwy Brooklyn Ny 11219. We will ship to you from here any merchandize.

2. Satellite transmission. I spoke to a friend of mine in London, he owns a teleport which we do business together so I requested him to do me a big favor to transmit my signal to NSS7. He has agreed to do work with me, therefore we set a date already on July 3rd. On this date he will transmit the signal to NSS7, the signal will be scrambled & it will travel with 10 channel carrier. Please tell us which satellite we can downlink in London city? So after this problem is solved so you don't have to transmit any signals yourself. Only thing we have to do is to pay him for downlink and uplink. He will use our existing satellite capacity. In the meanwhile please call me or please have Ali for the internet call me regarding the server. We are already transmitting your radio station (Noor Radio) to Amazonas for the past 3 months. The satellite capacity we are using is 600 KB. We have to pay Amazons for this space as soon as possible, so please if you want to keep the radio station existing we must pay. So far everything is good on our side & hope everything on your side is all good.

Best Regards,
Iqbal

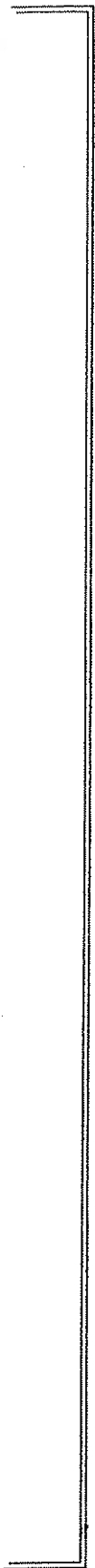




Exhibit M



Message0083	
Subject:	URGENT E-MAIL
From:	"INTERNATIONAL TELEPORT" <info@hdtvuplink.com>
Date:	Thu, 13 Jul 2006 14:50:24 -0700
To:	<strong@strongislam.com>
Message Body	
<p>Salaam Brother Youssef with Duas to all ,</p> <p>How are you? Allah (Almighty) will help us all. Hope all is ok there?</p> <p>I am sending you key information which you must follow immediately & I want you to do Dua for me & my business. This is an urgent message which I have been trying to call you earlier today.</p> <p>All over your continent & your area, 86 people employed by United Nations, Indians Jews from India are all there sending information & target point & activity & maps.</p> <p>Everything is done by them. I request to please immediately check these people out as fast as you can as possible.</p> <p>Any kind of help you need from me, I am just one phone call away & I will reach you within 24 hours if you need any kind of help from my side.</p> <p>If you need any activity from Pakistan to monitor any satellite, let us know. We will monitor from Pakistan.</p> <p>Rest I hope you do understand.</p> <p>I will try to call you again later, as I have been trying to call all day but your phone is busy.</p> <p>Best Regards, Iqbal</p> <p style="text-align: right;"><i>mc 12/8/08</i></p>	



HDTV, CORPORATION
INTERNATIONAL SATELLITE TELEPORT
<http://www.hdtvuplink.com>
<http://www.hdtvasia.com>
<http://www.hdtvuk.net>
<http://www.uplinkdish.com>
718-439-3050



Exhibit N

our sever is for media stream, broadcasting, its giantic

JOHN-Strong says:

we are doing this cuz our Muslims Brothers are in need & i am trying to help them

JOHN-Strong says:

i am trying to become a good Muslim

Ibrahim says:

ajarak allah

Ibrahim says:

what you are doing is very precious for islam

Ibrahim says:

israelies are suffuring from the iron hands of muslims now

JOHN-Strong says:

its not you , we have to do exactly same thing that Rasool (SAW) and Ali, Zainab, Ha

JOHN-Strong says:

remember we are just followers

JOHN-Strong says:

we not even thier dirt

Ibrahim says:

yes

Ibrahim says:

you are right

Ibrahim says:

but allah helps muslims

JOHN-Strong says:

1 week ago i purchased complete television solution with equipment, server, amplpfer

JOHN-Strong says:

this television is banned all around the world but we have purchased for you which n

Ibrahim says:

Salam

Ibrahim says:

you mean the IP of the server that we work with it yesterday??

JOHN-Strong says:

this ip delicated to you for one year never be change

JOHN-Strong says:

Salam

Ibrahim says:

with the same password?

Ibrahim says:

I try to connect to this server but I can't !!

JOHN-Strong says:

everything is the sane

JOHN-Strong says:

ok

JOHN-Strong says:

i did this for securituy for server

JOHN-Strong says:

i did this for securituy for server

JOHN-Strong says:

ok with you

Ibrahim says:

and how can access it??

Ibrahim says:

with remote desktop ??

Ibrahim says:

Can I access it with remote desktop ??

JOHN-Strong says:

ok

Ibrahim says: