

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.) No. 09-00141-01/05-CR-W-HFS
)
(1) AMIR A. SHAH,)
)
and)
)
(3) I2O, INC.,)
d/b/a DIRECTPO,)
d/b/a VISTACLICK,)
)
Defendants.)

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. The Parties. The parties to this agreement are the United States Attorney’s Office for the Western District of Missouri (otherwise referred to as “the Government” or “the United States”), represented by Beth Phillips, United States Attorney, and Matthew P. Wolesky, Assistant United States Attorney, and the defendants, Amir A. Shah, and i2o, Inc., d/b/a “DirectPO,” d/b/a “Vistaclick,” both represented by Curtis Woods.¹

¹Hereafter, Amir A. Shah will be referred to as “Defendant SHAH” and i2o, Inc. will be referred to as “Defendant I2O.” When the agreement refers to both Amir Shah and i2o, Inc., they will simply be referred to as “the defendants.”

The defendants understand and agree that this plea agreement is only between them and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. Defendant's Guilty Plea. The defendants agree to and hereby do plead guilty to Count One, which charges them with a violation of 18 U.S.C. § 371 (Conspiracy to Commit Fraud in Connection with Electronic Mail), and Count Twenty-One, which charges them with a violation of 18 U.S.C. § 1037(a)(2) and 2 (Fraud in Connection with Electronic Mail, Aiding and Abetting).

The defendants also agree to forfeit to the United States the property referenced in the Forfeiture Allegation of the Indictment, which is described fully in Exhibit A and attached to this agreement.

By entering into this plea agreement, the defendants admit that they knowingly committed these offenses, and are in fact guilty of these offenses.

3. Factual Basis for Guilty Plea. The parties agree that the facts constituting the offenses to which they are pleading guilty are as follows:

COUNT ONE: Between on or about January 1, 2004, and February 28, 2005, within the Western District of Missouri and elsewhere, AMIR SHAH, I2O, INC. d/b/a DirectPO, d/b/a VistaClick, Osmaan Shah, Liu Guang Ming, and Paul Zucker, and others, did knowingly and intentionally combine, conspire, confederate, and agree with one another to: intentionally initiate the transmission of multiple commercial electronic email messages from or through a protected computer, in violation of Title 18, United States Code, Section 1037(a)(1), 1037(b)(2); knowingly use a protected computer to relay and retransmit multiple commercial electronic mail messages, with the intent to deceive or mislead any Internet access service,

as to the origin of such messages, in violation of Title 18, United States Code, Section 1037(a)(2), 1037(b)(2); and knowingly materially falsify header information in multiple commercial electronic mail messages, and intentionally initiate the transmission of such messages, in violation of Title 18, United States Code, Section 1037(a)(3), 1037(b)(2).

COUNT TWENTY-ONE: Between on or about December 1, 2004 and February 28, 2005, within the Western District of Missouri and elsewhere, AMIR SHAH, I2O, INC. d/b/a DirectPO, d/b/a Vistaclick, and Osmaan Shah and others, aiding and abetting each other and others, did, in and affecting interstate and foreign commerce, knowingly use, and cause others to use, a protected computer to relay and retransmit multiple commercial electronic mail messages, with the intent to deceive or mislead an Internet access service, as to the origin of such messages; and the volume of electronic mail messages transmitted in furtherance of the offense exceeded 2,500 during any 24-hour period or 25,000 during any 30 day period, the offense caused loss to one or more persons aggregating \$5,000 or more in value during any one-year period, and as a result of the offense, any individual committing the offense obtained anything of value aggregating \$5,000 or more during any one-year period.

AMIR SHAH, and I2O, INC., admit that they, and their co-conspirators, created a spam email scheme that targeted college students all across the United States. They developed individualized email-extracting programs which they used to harvest student email addresses from the University of Missouri and hundreds of other United States universities and colleges. They then used this database of email addresses, numbering well over eight million, to send unsolicited commercial emails selling various products and services to those college students.

From January 1, 2004 to February 28, 2005, AMIR SHAH and I2O, INC., and their co-conspirators, were successful in sending emails that were not caught by university and college spam email filters by using a variety of methods. They set up hosting in China, which they called "Offshore Bullet Proof Hosting," meaning it was immune to complaints from recipients of their emails and provided them anonymity as to the origins of their emails. They also bought and sold open proxies, through which they sent their emails to further camouflage the source of their emails and get through spam filters. They also used bulk email software to falsify email header information and rotate subject line entries, reply-to addresses, and message body content in their messages. They also provided false information when registering some of their domain names.

They also initiated their spam campaigns by using the bandwidth provided by the University of Missouri's computer network, causing damage to the network and its users.

AMIR SHAH and I2O, INC. also admit that the property listed in Exhibit A, attached to this agreement, constitutes real and personal property which is traceable to proceeds obtained from the commission of the offenses to which they are pleading guilty, namely Count One, Conspiracy to Commit Fraud in Connection with Email. AMIR SHAH and I2O, INC. also agree to forfeit their ownership interests in the property described in Exhibit A to the United States, under the procedures described in this agreement and Exhibit A, and they also agree to forfeit any equipment, software, or other technology used or intended to be used to commit or facilitate the commission of said offenses that was seized during the course of this investigation.

4. Use of Factual Admissions and Relevant Conduct. The defendants acknowledge, understand and agree that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining their guilt and advisory sentencing range under the United States Sentencing Guidelines (“U.S.S.G.”), including the calculation of the defendant’s offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendants acknowledge, understand and agree that the conduct charged in any dismissed counts of the indictment as well as all other uncharged related criminal activity may be considered as “relevant conduct” pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charges to which they are pleading guilty.

5. Statutory Penalties. Defendant SHAH understands that upon his plea of guilty to Count One of the Indictment charging him with Conspiracy to Commit Fraud in Connection with Electronic Mail, the maximum penalty the Court may impose is not more than five years of imprisonment, a \$250,000 fine, three years of supervised release, an order of restitution, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. Defendant SHAH further understands that this offense is a Class D felony.

Defendant SHAH understands that upon his plea of guilty to Count Twenty-One of the Indictment charging him with Fraud in Connection with Electronic Mail, the maximum penalty the Court may impose is not more than three years of imprisonment, a \$250,000 fine, one year of supervised release, an order of restitution, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. Defendant SHAH further understands that this offense is a Class E felony.

Defendant I2O understands that upon its plea of guilty to Count One of the Indictment charging it with Conspiracy to Commit Fraud in Connection with Electronic Mail, the Court may impose up to five years probation, a \$500,000 fine, an order of restitution, and a \$400 mandatory special assessment which must be paid in full at the time of sentencing. Defendant I2O further understands that this offense is a Class D felony.

Defendant I2O understands that upon its plea of guilty to Count Twenty-One of the Indictment charging it with Fraud in Connection with Electronic Mail, the Court may impose up to five years probation, a \$500,000 fine, an order of restitution, and a \$400 mandatory special assessment which must be paid in full at the time of sentencing. Defendant I2O further understands that this offense is a Class E felony.

6. Sentencing Procedures. The defendants acknowledge, understand and agree to the following:

- a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the

defendant's applicable Guidelines range, unless the sentence imposed is "unreasonable";

b. the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;

c. for defendant SHAH, in addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to three years; that the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;

d. for defendant SHAH, if he violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to three years without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed three years, less the term of imprisonment imposed upon revocation of the defendant's first supervised release;

e. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

f. For defendant SHAH, any sentence of imprisonment imposed by the Court will not allow for parole;

g. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and

h. the defendants may not withdraw their guilty pleas solely because of the nature or length of the sentence imposed by the Court.

i. The defendants agree to forfeit all interests they own or over which they exercise control, directly or indirectly, in any asset that is subject to forfeiture to the United States either directly or as a substitute for property that was subject to forfeiture but is no longer available for the reasons set forth in 21 U.S.C. § 853(p) (which is applicable to this action pursuant to 18 U.S.C. § 1037(c)), including the specific property listed in Exhibit A which is attached

to this agreement.) With respect to any asset which the defendants have agreed to forfeit, the defendants waive any constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment to the United States Constitution.

j. the defendants agree to take all necessary steps to comply with the forfeiture matters set forth herein before their sentencing.

k. the defendant states that they, and Osmaan Shah, are the sole and rightful owners of the property listed in Exhibit A and that to the best of their knowledge no one else has any ownership or other interest in the property. In the event any federal, state or local law enforcement agency having custody of the property decides not to pursue forfeiture of the property due to its minimal value, the defendants hereby abandon any interest they have in such property and consent to the destruction or any other disposition of the property by the federal, state or local agency without further notice or obligation whatsoever owing to the defendants.

7. Government's Agreements. Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against the defendants for any federal criminal offenses related to the defendants' spam email scheme for which it has venue and which arose out of the defendants' conduct described above. Additionally, the United States Attorney for the Western District of Missouri agrees to dismiss the remaining counts of the Indictment against the defendants at sentencing.

The United States Attorney's Office for the Western District of Missouri further agrees not to charge the defendant's parents, Zubair A. Shah and Betty Jean Shah, and the defendant's brother, Salman Shah, with any offenses related to the defendants' spam email

scheme described in this agreement, for which the Western District of Missouri has venue and which occurred on or between January 1, 2004, and the date of the Indictment.

The defendants understand that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendants recognize that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendants might be charged is based solely on the promises made by the defendants in this agreement. If the defendants breach this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendants expressly waive their right to challenge the initiation of the dismissed or additional charges against them if they breach this agreement. The defendants expressly waive their right to assert a statute of limitations defense if the dismissed or additional charges are initiated against them following a breach of this agreement. The defendants further understand and agree that if the Government elects to file additional charges against them following their breach of this plea agreement, they will not be allowed to withdraw their guilty plea.

8. Preparation of Presentence Report. The defendants understand the United States will provide to the Court and the United States Probation Office a government version of the

offense conduct. This may include information concerning the background, character, and conduct of the defendants, including the entirety of their criminal activities. The defendants understand these disclosures are not limited to the counts to which they have plead guilty. The United States may respond to comments made or positions taken by the defendants or the defendants' counsel and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendants expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. Withdrawal of Plea. The parties reserve the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendants' plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendants may withdraw their pleas of guilty only if the Court rejects the plea agreement or if the defendants can show a fair and just reason for requesting the withdrawal. The defendants understand that if the Court accepts their pleas of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendants' applicable Sentencing Guidelines range, or imposes a sentence that the defendants do not expect, like or agree with, they will not be permitted to withdraw their pleas of guilty.

10. Agreed Guidelines Applications. With respect to the application of the

Sentencing Guidelines to this case, the parties stipulate and agree as follows:

a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";

b. The applicable Guidelines section for the offense of conviction is U.S.S.G. § 2B1.1(a)(2), which provides for a base offense level of 6;

c. The parties agree that a six-level enhancement applies, pursuant to U.S.S.G. § 2B1.1(b)(1)(D), for loss between \$30,000 to \$70,000 attributable to the defendants' conduct, which includes any relevant conduct;

d. The parties agree that a two-level enhancement applies, pursuant to U.S.S.G. § 2B1.1(b)(2)(A)(ii), for number of victims, as the offense conduct was committed through "mass-marketing," as described in U.S.S.G. § 2B1.1 comment. (n. 4);

e. The parties agree that a two-level enhancement applies, pursuant to U.S.S.G. § 2B1.1(b)(7), for a conviction under 18 U.S.C. § 1037 and the offense involved obtaining electronic mail addresses through improper means, as described in U.S.S.G. § 2B1.1 comment. (n. 6);

f. The parties agree that a two-level enhancement applies, pursuant to U.S.S.G. § 2B1.1(b)(9)(B);

g. The Government agrees that no enhancement applies, pursuant to U.S.S.G. § 3B1.1;

h. The Government agrees that no enhancement applies, pursuant to U.S.S.G. § 3B1.3, for use of a "special skill" that significantly facilitated the commission or concealment of the offense;

i. The defendants have admitted their guilt and clearly accepted responsibility for their actions, and have assisted authorities in the investigation or prosecution of their own misconduct by timely notifying authorities of their intention to enter a plea of guilty, thereby permitting the

Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, they are entitled to a three-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendants (1) fail to abide by all of the terms and conditions of this plea agreement and their pretrial release; or (2) attempt to withdraw their guilty pleas, violate the law, or otherwise engage in conduct inconsistent with their acceptance of responsibility;

j. There is no agreement between the parties regarding the defendants' criminal history category. The parties agree that the Court will determine their applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

k. The defendants understand that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in Paragraph 9 of this plea agreement, provide the defendants with a basis to withdraw their pleas of guilty;

l. The United States agrees not to seek an upward departure from the Guidelines or a sentence outside the Guidelines range. The defendants, however, retain their right to seek a downward departure or variance from the Guidelines or a sentence outside the Guidelines range. The parties also agree that the defendants are free to argue to the Court any sentencing factors under 18 U.S.C. §3553 they believe provide a basis for any sentence within the statutory range of punishment;

m. Based upon Defendant I2O's forfeiture agreements contained in this plea agreement, and the individual plea agreements by Defendant I2O's officers, Defendant SHAH (President) and co-defendant Osmaan Shah (Secretary), the United States agrees not to seek any fine against the defendants.

n. The defendants consent to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendants' sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other

enhancement or adjustment), and any legally authorized increase above the normal statutory maximum. The defendants waive any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waive any right to have those facts alleged in the indictment. The defendants also agree that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

o. The defendants understand and agree that the factual admissions contained in Paragraph 3 of this plea agreement, and any admissions that they will make during their plea colloquy, support the imposition of the agreed-upon Guidelines calculations contained in this agreement.

11. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. Change in Guidelines Prior to Sentencing. The defendants agree that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by the defendants to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. Government's Reservation of Rights. The defendants understand that the United States expressly reserves the right in this case to:

a. oppose or take issue with any position advanced by the defendants at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;

b. comment on the evidence supporting the charges in the Indictment;

c. oppose any arguments and requests for relief the defendants might advance on an appeal from the sentences imposed and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and

d. oppose any post-conviction motions for reduction of sentence, or other relief.

14. Waiver of Constitutional Rights. The defendants, by pleading guilty, acknowledge that they have been advised of, understand, and knowingly and voluntarily waive the following rights:

a. the right to plead not guilty and to persist in a plea of not guilty;

b. the right to be presumed innocent until their guilt has been established beyond a reasonable doubt at trial;

c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;

d. the right to confront and cross-examine the witnesses who testify against them;

e. the right to compel or subpoena witnesses to appear on their behalf; and

f. the right to remain silent at trial, in which case their silence may not be used against them.

The defendants understand that by pleading guilty, they waive or give up those rights and that there will be no trial. The defendants further understand that if they plead guilty, the Court may ask them questions about the offense or offenses to which they pled guilty, and if the defendants answers those questions under oath and in the presence of counsel, their answers may later be used against them in a prosecution for perjury or making a false statement. Defendant SHAH also understands he has pled guilty to a felony offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

15. Waiver of Appellate and Post-Conviction Rights.

a. The defendants acknowledge, understand and agree that by pleading guilty pursuant to this plea agreement they waive their right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of (1) ineffective assistance of counsel; or (2) prosecutorial misconduct.

b. The defendants expressly waive their right to appeal their sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendants are released from this waiver and may, as part of the Government’s appeal, cross-appeal their sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

16. Financial Obligations.

By entering into this plea agreement, the defendants represent that they understand and agree to the following financial obligations:

a. The Court must order restitution to the victims of the offense to which the defendants are pleading guilty. The defendants agree that the Court may order restitution in connection with the conduct charged in any counts of the indictment which are to be dismissed and all other uncharged related criminal activity.

b. The United States may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine.

c. The defendants understand that a Special Assessment will be imposed as part of the sentence in this case. Defendant SHAH promises to pay the Special Assessment of \$200.00 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. Defendant I2O promises to pay the Special Assessment of \$800.00 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendants agree to provide the Clerk's receipt as evidence of their fulfillment of this obligation at the time of sentencing.

d. The defendants certify that they have made no transfer of assets or property for the purpose of (1) evading financial obligations created by this Agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the USAO to enforce such financial obligations. Moreover, the defendants promise that they will make no such transfers in the future.

17. Waiver of FOIA Request. The defendants waive all of their rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case

including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

18. Waiver of Claim for Attorney's Fees. The defendants waive all of their claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

19. Defendants' Agreement to Destruction of Biological Evidence. In accordance with 18 U.S.C. § 3600A(c)(2), the defendants knowingly and voluntarily waive their right to request DNA testing of any biological evidence which may have been obtained or seized by law enforcement in this case. Defendants agree that all biological evidence which may have been obtained or seized may be destroyed by law enforcement authorities.

20. Defendants' Breach of Plea Agreement. If the defendants commit any crimes, violate any conditions of release, or violate any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fail to appear for sentencing, or if the defendants provide information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breach this plea agreement, the United States will be released from its obligations under this agreement. The defendants, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw their pleas of guilty.

The defendants also understand and agree that in the event they violate this plea agreement, all statements made by them to law enforcement agents subsequent to the

execution of this plea agreement, any testimony given by them before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against them in any and all criminal proceedings. The defendants waive any rights that they might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by them subsequent to this plea agreement.

21. Defendants' Representations. The defendants acknowledge that they have entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendants acknowledge that they are satisfied with the assistance of counsel, and that counsel has fully advised them of their rights and obligations in connection with this plea agreement. The defendants further acknowledge that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, their attorneys or any other party to induce them to enter their pleas of guilty.

The defendants represent that Defendant SHAH, as President of Defendant I2O, is an authorized officer of Defendant I2O to enter a plea on its behalf. Further, the defendants represent that they have informed co-defendant Osmaan Shah, Secretary of Defendant I2O, of this plea agreement. The defendants also represent that no other individuals or entities have any ownership or interest in Defendant I2O.

_____ **22. No Undisclosed Terms.** The United States and defendants acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

23. Standard of Interpretation. The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this

agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Beth Phillips
United States Attorney

Dated: 7/28/10

/s/Matthew P. Wolesky
Matthew P. Wolesky
Assistant United States Attorney

I have consulted with my attorney and fully understand all of my rights and those of my corporation with respect to the offenses charged in the Indictment. Further, I have consulted with my attorney and fully understand my rights and those of my corporation with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it on behalf of myself and my corporation.

Dated: 7/28/10

/s/Amir A. Shah
Amir A. Shah
Defendant

/s/Amir A. Shah
i2o, Inc.
Defendant
By Amir A. Shah, Present of i2o, Inc.

I am the attorney representing defendant Amir A. Shah and his corporation i2o, Inc. I have fully explained to Amir A. Shah his rights and those of his corporation i2o, Inc. with respect to the offenses charged in the Indictment. Further, I have reviewed with Amir A. Shah the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with Amir A. Shah. To my knowledge, Amir A. Shah's decision to enter into this plea agreement on behalf of himself and his corporation i2o, Inc., is an informed and voluntary one.

Dated: 7/28/10

/s/Curtis Woods
Curtis Woods
Attorney for Defendants Amir A. Shah and i2o, Inc.