



September 27, 2012

**United States Bankruptcy Court at the
Southern District of New York
One Bowling Green
New York, New York**

Attn: The Honorable Judge Sean H. Lane

**Ref: Terrestar Corporation Case # 11 CV 10612 (SHL)
and Terrestar Networks Inc., Case # 11 CV 15466 (SHL)**

Dear Judge Lane,

The last hearing on August 23, 2012, I observed carefully in the court proceedings, Your Honor granted 95% what the Debtor lawyers demanded and the common shareholders only 5% of our demands. We have continuously argued Your Honor for fairness and transparency for all the shareholders of Terrestar Corporation. I mention before to live the present, to live the future one must seek the past. And Your Honor we are in this critical dilemma due to many violations of the regulatory requirements of the Sarbanes-Oxley Act. Especially the securities laws violations of **the United States Code Title 18 Section 151-158 of the past**. The law has been broken Your Honor. The court is being use to launder assets and all due respect to Your Honor the court cannot ignore the seriousness of this critical matter how these two separate companies were taken to bankruptcy. The Debtor lawyers will vigorously argue against it but yes the law has been broken. And their fear is what an Equity Committee and the appointment of an Independent Examiner will uncover. That is why they are fighting against it Your Honor.

We are questioning how could Terrestar Networks Inc. , filed for bankruptcy Chapter 11 Reorganization on October 16, 2010 and yet the valuable asset of the 2.0 GHz Spectrum License along with the two satellites TS-1 and TS-2 are sold within one year or by no later than June of 2011 and approved by Your Honor on July 2011. Your Honor that is within one year. Is'nt this defined has a complete violation under TITLE 11 USC 548 "Fraudulent Transfer" under the United States Bankruptcy Code (Exhibits # 2).

Let me provide you another example Your Honor which is very questionable, Terrestar Corporation files for Bankruptcy Chapter 11 as well and they sell the 1.6 GHZ Spectrum License to the Hedge Fund Harbinger Group and their Hedge Fund Manager Phillip Falcone on March 29, 2010 with a price of \$5.00 per share over 45,147,477 million common shares of Skyterra for a total amount of \$225,737,385.00 but yet Terrestar Corporation files for bankruptcy within one year also on February 16, 2011 after selling the 1.6 GHz Spectrum to Harbinger. Once again within one year. Under United States Bankruptcy Code Title 11 Section 548 the Debtor cannot transfer any asset that was made or incurred on or within 2 YEARS before, LET ME REPEAT 2 YEARS before the date of the filing of the petition was incurred. Your Honor the Debtor violated this bankruptcy law.

Your Honor does'nt this define once again has a "Fraudulent Transfer " occurring here? There is a very suspicious and a very questionable pattern in which both entities Terrestar Corporation and Terrestar Networks Inc., files for bankruptcy and within one year after the assets are sold by means of a deliberate and malicious undervaluing the true and realistic valuable assets they filed thereafter for bankruptcy.They violated the Bankruptcy law Section 548. Once again these are the facts and they cannot denied it.

Once again review very carefully what I submitted to Your Honor **regarding the Docket # 331** . Your Honor Terrestar Corporation purchased 100% of the common shares of "**Skyterra Corporation**" (The former name was **Mobile Satellite Ventures or M.S.V.**, and the name was change to Skyterra on **December 8, 2008**) and that is a fact. And then the management of Terrestar Corporation, the members of the Board of Directors, the Chairman of the Board, in-house lawyer and perhaps others within Terrestar Corporation **does not disclosed the Intangible Asset** valuation of the 1.6 GHz Spectrum on the books especially the Consolidated Financial Statement for the year of 2006, the year of 2007, the year of 2008, the year of 2009, and the first two quarters of 2010. Your Honor that is a fact.

The next step is that the management including the C.E.O., the C.F.O., the in-house lawyer of Terrestar Corporation had to received the full consent and the approval from the Board of Directors ,the Board member in charge of the Audit Committee for the Board of Directors, the Chairman of the Board and they permitted **DIVERSION** of assets from the common shareholders to established a startup company and later it became a competitor by the name of "**LIGHTSQUARED**" and the former name of "**Skyterra**". Your Honor this is a fact. They cannot denied it!

This was NEVER an and never meant to be an "**BUSINESS DECISION**" as per Mrs. Schultz when she informed you back on November 16, 2011. This Your Honor is a violation of Bankruptcy laws **under United States Code Title 18 in the violation of Section 152 with the Concealment of Assets, Section 154 Adverse interest and Conduct of officers.Next violation of the Section 157 Bankruptcy Fraud and last a violation of Section 158. They cannot denied it Your Honor. This is perfectly transparency like water Your Honor.**

All due respect to Your Honor but the decision to approved the back pay for these two individuals that were in the middle of this carefully planned scheme and one of the culprits that caused the downfall and the deliberate collapse of a public traded company in which we the common shareholders were continuously lied to and provided false promises and information by the C.E.O., Jeffrey Epstein and others within the management of Terrestar Corporation. And yet Your Honor approves compensating them from this very carefully crafted scam in which they precisely knew that they were first going to bankrupt Terrestar Networks Inc., by approving the multiple outrageous and abusing elevated notes **with a 15% interest rate** but yet promoting it with the wonderful and promising news in their website illustrating how bright the future was going to be while enticing the general public to continue investing and buying up more common shares with a promise to grow leaps and bounds in launching the nationwide telecommunication network. Yet they were carefully and strategically bankrupting Terrestar Corporation. This Your Honor is also a fact!

Fraudulent Conveyance have been well established in these court proceedings countless of times. Including the claim from Mohawk Capital, Docket # 328. The transfer of money between Terrestar Networks Inc., to a different affiliate and yet we are being denied an Equity Committee and an Independent Examiner once again.

Your Honor the numbers that have been released from the Debtor cannot be trusted. We have questioned over and over and over again how Terrestar Corporation and Terrestar Networks Inc. Both of these companies were managed for the purpose to be taken down financially and without a doubt manipulated. The gross mismanagement of these two separate entities were clearly evident. The continual draining of valuable assets for both Terrestar Networks Inc., and Terrestar Corporation. Your Honor we the common shareholders have come to the conclusion without a doubt and now we can say the books were cooked!

One must go to the core of the problem and describe what happen here? One must investigate and truly find out those financial contracts, the weekly ledger, the receivables, the copies of the deposit slips, the copies of the bank records, the copies of bank transfer, the massive of out pouring of revenue, the enormous salaries for the former executives, they milked it, they drained the assets and all other questionable accounting that occurred first with Motient Corporation, and then with Terrestar Corporation and Terrestar Networks Inc. And the other financial transactions that occurred between these entities and all other affiliated or related entities of Terrestar Corporation and you will identify without a doubt and we determine they cooked the books.

There were two separate bankruptcies instead of one to maximum the financial return for the two former majority shareholders, EchoStar Corporation, Charles Ergen and for the Hedge Fund Harbinger Capital Partners, LLP and their Hedge Fund Manager Phillip Falcone. We are still questioning if there were any involvement of " COLLUSION " between these two individuals to financially benefit and achieve their maximum financial return with the consent and the approval from the members of the Management, the in-house lawyer, the members of the Board of Directors, the Chairman of the Board of Directors and perhaps others with Terrestar Networks Inc., and Terrestar Corporation. This Your Honor the Federal Prosecutors and others that are involve with the current investigation will address this matter accordingly in good time. We the common shareholders of Terrestar Corporation once again must question if, let me repeat if the appointed Department of Justice, United States Trustee for Terrestar Corporation and Terrestar Networks Inc., bankruptcy cases have confirm if there are any involvement whatsoever if collusion and self-dealing occurred with both of these individuals. That is what we are questioning and we remain committed to find the answer to this important question.

Once again certain insiders of Terrestar Corporation and Terrestar Networks Inc., have been benefiting financially from the financial downfall of Terrestar Corporation and Terrestar Networks Inc. Let's start with their so called financial advisor, The Blackstone Group with their monthly consulting fees charging the estate and the proposed sale in which they will make a commission of 1.25% if they find a purchaser of the 1.4 GHz Spectrum for Terrestar Corporation (That is in the millions of dollars).

Motient Corporation at that time, the year of 2004 the year of 2005, the year of 2006, the year of 2007 (Terrestar Corporation starting August 16, 2007) the year of 2008, the year of 2009, the year of 2010 until the day it was sold to EchoStar Corporation and any ongoing fees that were incurred with the service and equipment of the service of the TS-1 and TS-2 Satellites.

6. We are requesting the "**Undisclosed Notes**" requested from Terrestar Corporation and Terrestar Networks Inc., for the year of 2006, 2007, 2008, 2009,2010 and until the present day. This is being requested for the 2nd time from the in-house lawyer Douglas Brandon and the first from Your Honor but yet it has not been provided to the common shareholders as of yet.

7. The name of their Accounting firm that handled the accounting when they were named Motient Corporation prior they becoming Terrestar Corporation and for Terrestar Networks Inc., for the year of 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011 and to the present day.

8. What were the names of those particular auditor or auditors . The physical address of those auditors and the name of the Auditing companies they were working for the same years listed above # 7.

9. Provide the copies of the first and all purchase orders of the handset of the GENUS satellite handset from the company Elektrobot . And their wholesaler in the United States and outside the United States that were involved in the delivery of the Genus satellite phones and there accessories including the the copies of all packing list illustrating all the shipments , the name of the freight forwarding company, the invoices charging for all the handset and the proof of all the different financial transactions that were made between Elektrobot ,Terrestar Corporation,Terrestar Networks Inc.

9a. For AT&T Mobility Services , LLC. , directly and directly with the marketing of the Genus satellite handsets and how many Genus satellite handset were sold and at what exact price to AT&T Mobility Services,LLC.?

10. A list of individuals that were involved from Terrestar Networks Inc. ,Terrestar Corporation, Elecktrobot, RKF Engineering, LLC regarding any technical malfunction of the Genus satellite handset if there were any.

10a.Why did the Genus satellite handset took so long to be introduced in the market on September 19, 2010 if the distribution agreement with AT&T Mobility Service, LLC was signed on September 23, 2009?

11. The proof of the minutes from the Board meetings from the Board of Directors including Mr. Eugene I. Davis who was in charge of the Audit Committee for the Board of Directors of Terrestar Corporation in which he and the other members of the Board of Directors signed off and approved the different financial transactions including the sale of the 2.0 GHz Spectrum to EchoStar Corporation, Charles Ergen and Gamma, Acquistions , LLC and any other meetings affiliated with Charles Ergen and Jeffrey Epstein and other personnel from Terrestar Networks Inc., and Terrestar Corporation . A detail explanation is needed.

And of course the ongoing financial benefit for the Debtors law firm Akin Gump Strauss Hauer & Feld,LLP, with their absolute outrageous and abusive fees per hour **from \$700.00 to the outrageous \$1,050.00 per hour continues draining the estate and laughing all the way to their bank .**

Your Honor let's not forget the three Hedge Fund Preferred Shareholders .The Debtor is trying to give away the remaining valuable asset along with the full cooperation with the Debtor lawyers which is the valuable 1.4 GHz Spectrum and the 64 F.C.C. licenses to the Preferred Shareholders. It clearly appeared to us in the last hearing on August 23, 2012 especially by the Debtor lawyer Sarah Link Schultz. She refused to provide you a straight and direct answer after you asked when they were going to place the 1.4 GHz Spectrum license for sale to the potential buyers. We the common shareholders are set up to wipe out!

They financially drove both entities to the ground. Where was our so-called Audit Committee from the Board of Directors and the function of the warning signs from auditor or auditors looking out for the behalf of the common shareholders?

Terrestar Networks Inc., has been an absolute a fortune for Charles Ergen by providing a downright extremely, deliberate and malicious undervaluing of the 2.0 GHz Spectrum for **only \$391 Million Dollars.** **The Debtor lawyers will argue against it but** Your Honor we have provided numerous independent reports providing a drastically greater valuation from numerous independent telecommunication analysts claiming the 2.0 GHz is extremely valuable asset in the telecommunication market and it was taken away or in our opinion stolen from the common shareholders of Terrestar Corporation . We must always exclude the valuation of both satellites TS-1 and TS-2 (\$984 Million Dollars). We must keep the valuation of TS-1 and TS-2 completely separate from the 2.0 GHz Spectrum market valuation.

Once again the Debtor lawyers will vigorously argue against it but this once again is a fact! And the numbers do not lie! It is against the bankruptcy laws if any one has any knowledge whatsoever that a valuable asset has been deliberately and maliciously undervalued for the purpose to financially benefit another party in the process to financially enrich themselves while hurting other parties to achieve their financial objective. Well, Your Honor that is called **"SELF-DEALING"**. Terrestar Corporation is a public traded company not a private held entity.

Again we pleaded with Your Honor and we have presented numerous times to Your Honor that the 2.0 GHz Spectrum alone was worth at least over **\$4.9 Billion Dollars alone or 50% of \$9.8 Billion Dollars based on Docket # 179** by an independent telecommunication report made by UBS Bank from Zurich, Switzerland in June 2005. And based on Jefferies & Company provided a fairness opinion or study in the past for the same 2.0 Spectrum License back in June of 2005. They determined the fair and realistic valuation was for the amount of **\$4.8 Billion Dollars.**

And based on another recent independent report that I provided to the court under **Docket # 607 based on the news release by a David Goldman from CNNMoney .The date of this news article was on February 21, 2012 in which he clearly states that there is a massive spectrum demand and a spectrum shortage. And the growth for the demand of spectrum have increased 20,000% because of the iPhone from Apple since it was released back on 2007.**

I also provided another telecommunication analyst from Sanford Bernstein determining that Dish Networks Inc. , owns Spectrum License could be worth an estimate of **\$8 Billion Dollars based on the Wall Street Journal (The source Josh Long on June 13, 2012).** Well, let's take that in consideration for one moment. We must divide that by 50% because the other 50% was the acquisition for the purchase of the 2.0 GHz from the other telecommunication company by the name of **DBSD/North America formerly ICO/Global**) that unfortunately went through the same financial collapse of Bankruptcy Chapter 11 Reorganization (But Terrestar Corporation and Terrestar Networks inc., remains questionable and still under scrutiny). And the court proceedings was in the same jurisdiction of the United States Bankruptcy Court in the Southern District Court of New York and the Bankruptcy Judge was the Honorable Robert E. Gerber.

Another words the value for the 2.0 GHz Spectrum should be at least **\$4 Billion Dollars . Let me repeat \$4 Billion Dollars** that is the current valuation for the 2.0 GHz Spectrum valuation .That is without the market valuation of the two satellites TS-1 and TS-2 which is another \$984 Million Dollars. Yet we were paid a **measly \$391 Million Dollars**. The Debtors lawyers Mr. Preis, Mrs. Schultz or the other team of lawyers will vigorously argue the contrary but Your Honor this is the honest truth and also a fact ! Again the numbers do not lie.

The next phase of their strategy is for the Debtor and their lawyers to continue convincing Your Honor undervaluing (The shaninagans continues) the valuable asset of the 1.4 GHz Spectrum after it was locked up with a lease agreement with the approval and consent from the different members from the management, the in-house lawyer the members of the Board of Directors and the Chairman of the Board. With the deliberate lack of needed revenues to maintain the out pouring of funds for Terrestar Corporation a very low ball lease agreement for only receiving a measly \$2 Million Dollars per month. Driving the company very carefully but surely to the financial brink .

This lease was arranged and negotiated without first the approval and the full consent from the F.C.C., Board Members. And even the F.C.C., had to jump loops and it appears, let me repeat it appears they had to bend the rules of certain administrative regulations and the necessary protocols for their lawyers to established an expedited amendment to get this lease agreement approved from the F.C.C. Your Honor we are still questioning if they had the inside connections within the F.C.C. and others to obtain the approval so rapidly instead of going through the careful protocols of the F.C.C.

Boy oh Boy, is'nt it wonderful to be connected with certain governmental insiders Your Honor! It appeared that way Your Honor. Like the slogan says , **" It is not what you know is who you know "** . It surely applies to Terrestar Corporation .

Yet the Hedge Fund Harbinger Capital Partners, LLP, and their Hedge Fund Manager Phillip Falcone were charged with Securities violations and Securities Fraud (**Exhibit # 1**).That is a fact. Due to this development the former majority shareholder that once owned over **53.4%** of the common shares of Terrestar Corporation gives us a clear indication that the accounting of Terrestar Corporation should be carefully question and investigated like I said before.

Yet we have been requesting the United States Trustee Susan D. Golden and now Richard Morrissey to recommend an Equity Committee and an Independent Examiner to Your Honor countless of times to confirm improper financial dealings and questionable transactions within the business operations of Terrestar Corporation and Terrestar Networks Inc., but yet once again no benefit for the common shareholders of Terrestar Corporation and we have been turned down and we are being blocked. It appears we the common shareholders do not get a break.

Now the fact clearly shows the Debtor are attempting to use their experts to convince Your Honor the valuation is the correct one even if it is below what the total debt and without a doubt there is a complete conflict here. Just give the Terrestar Corporation to the Preferred shareholders which are the top three Hedge Funds. Just ram it down the common shareholders and laughing all the way and enjoying it. Yet no other outside fully independent and secondary analyst is being approved to question the validity of the expert witness regarding the valuation of the 1.4 GHz Spectrum. Only one is approved to provide their opinion and that is RKF Engineering, LLC. Therefore we must ask in the behalf of the minority common shareholders where is the Debtor, the members of the Board of Directors, the Chairman of the Board, the appointed United States Trustee in the full representation of the common shareholders? Under the Sarbanes-Oxley Act this is a must and mandatory requirement to represent the interest of the minority common shareholders. The Sarbanes-Oxley Act is being violated!

Yet we continue questioning the close relationship in the past between their experts RKF Engineering, LLC, and the connections with Terrestar Networks Inc. Without a doubt there is bias and a conflict here Your Honor. Is this truly an independent and unbiased opinion? Yet Your Honor is approving it for the Debtor once again. **We the common shareholders vigorously disagree!** A complete independent telecommunication opinion from an outside expert should be provided is needed other than the opinion from RKF Engineering, LLC.

Therefore we are asking Your Honor why did RKF Engineering, LLC released a market study regarding the 1.4 GHz Spectrum valuation and this report **HAS NOT BEEN APPROVED** by the Board members of the Federal Communication Commission, F.C.C., as of yet. Yet they still published it. The Debtor and their lawyers of Terrestar Corporation are playing games and shananigans once again Your Honor! That is precisely why we the common shareholders do not trust the Debtor and their lawyers Your Honor for these acts of **DECEIT and LIES** and their games continue being played here.

ELEKTROBIT

We the common shareholders understood that now Elektrobit was finally paid the **\$13,500,000.00** or the 49% they claimed of the balance that was owe to them by Terrestar Networks Inc., for the sale of the satellite handset, the GENUS phone And Yes, we the common shareholders are happy and joyful they were finally paid! But yet we are deeply sadden they were not paid the full amount that was due to them if those charges were completely justify and legitimate. Like I said before if you sell a product you should expect to get paid the full cost of the product you sold.

Therefore this brings up another question and that is why **Your Honor did not approved and the assigned United States Trustee recommended a mandatory Independent Examiner if \$5 Million**

Dollars was clearly exceeded and clearly defines under the Bankruptcy law SECTION 1104C-1, in which the court must appoint an Independent Examiner in the bankruptcy case if an unsecured creditor is owe \$5 Million Dollar or greater .

Your Honor the debt for the amount of \$24,900,000.00 and it reached to a maximum of \$27,000,000.00 to Elektrobit . Clearly, clearly exceeded \$5 Million Dollars. And Terrestar Networks Inc., is owned by Terrestar Corporation. Terrestar Networks Inc., is the largest division of Terrestar Corporation. Once again the Independent Examiner is denied by Your Honor and recommended against it by the Department of Justice, United States Trustee Susan D. Golden, Docket # 419 . Therefore we are asking once again what is going on here Your Honor in these court proceedings?

Therefore once again we are only asking if there is a different standard or criteria being exercise in these court proceedings with these bankruptcy cases of Terrestar Corporation and Terrestar Networks Inc., and against the best interest of the common shareholders? There must be fairness, transparency and justice in these court proceedings.

SKYTERRA

And now we the common shareholders are questioning the involvement or the relationship directly or indirectly between certain individuals between the former members from the management of Terrestar Corporation and LightSquared (Formerly Skyterra). And the relationship and connections with certain governmental officials or former governmental officials of the United States Government if there were any and what was their influence in relation to the business dealings and the deliberate financial collapse of Terrestar Networks Inc., and Terrestar Corporation .

We are now questioning the relationship between the former Executive Vice-President of Laws and Regulation for Skyterra , a Mr. Gary Epstein and his relationship if any, let me repeat if any with the former C.E.O., Jeffrey Epstein? And the dealings with the different members of the management, the members of the Board of Directors, the Chairman of the Board and with the in-house lawyer with Terrestar Corporation and Terrestar Networks Inc.

Your Honor this new development should be address by Your Honor and potentially if there was any serious conflict and was one of the cause of the deliberate downfall of Terrestar Corporation and Terrestar Networks Inc. We are questioning again if there was any sort of conflict of interest Your Honor? And what was his communication directly or indirectly between Gary Epstein, with Jeffrey Epstein and the former Chief of Staff of the F.C.C., with the F.C.C. Chairman Julius Genachowski , a Mr. Edward Lazarus.

If you remember Mr. Lazarus was once a law partner for the same law firm Akin Gump Strauss Hauer & Feld , LLP. And he had to resigned abruptly some months ago his position as the former Chief of Staff under the F.C.C. , Chairman Julius Genachowski because of current Congressional and Senate investigations.

This potentially serious matter must be address and question. We are just being sacrifice and they are desperately trying to finalize these court proceedings with the forthcoming confirmation hearing. Therefore we need to know if potentially Terrestar Corporation and Terrestar Networks Inc., were taken to the financial brink because of potentially conflicts of interest and certain indirect connections with certain or former governmental officials and others to enriched themselves and that is why a Senate and Congressional investigation is ongoing and the Department of Justice must monitor very closely these bankruptcy proceedings carefully and the appointed United States Trustees Mrs. Golden and Mr. Morrissey has not yet recommended an Equity Committee and an Independent Examiner and we question why not? Truly we the common shareholders are baffled. Once again this matter can be put to rest once and for all if an Equity Committee and the appointment of an Independent Examiner is appointed.

DISCOVERY OF INFORMATION

We are also seeking the discovery of information due to the outrageous propose 3rd Amended Plan of Reorganization from the Debtor in which we clearly and vigorously OBJECT to. Their intention is clearly to wipe out the equity holders and financially benefit the few selected Preferred Shareholders.

A. We are requesting from the Debtors the following information:

1. The copies of the original contracts from Loral Space & Communication, Inc., / Loral Aerospace Corporation relating to the purchase orders, the original invoices, the statements, the copies who approved the orders of the manufacturing of the TS-1 Satellite and TS-2 Satellite. And proof of payments.
2. A report disclosing all meetings that occur regarding Terrestar Networks Inc., the management personnel, all employees or personnel from Terrestar Corporation and all others including the personnel with Loral Space & Communication Inc., and Loral Aerospace that was directly and indirectly involved with the construction of TS-1 Satellite and TS-2 Satellite and the continue supporting after it was completed.
3. The copies of all of the disbursement payments including the copies of the cancelled checks, wire transfer from all the different banks that were involved to pay for the construction TS-1, TS-2 and all the supporting properties and equipment involved for the manufacturing of TS-1 and TS-2 including the names of the individual or individuals that approved all payments of disbursements to Loral Space & Communication, Inc., and Loral Aerospace Corporation.
4. The names of the Officers of the management from the first moment and until it was completed that gave the OK to proceed with the construction of TS-1 and TS-2 Satellites including the names of the those Board of Directors members and what were the log report including those particular dates.
5. The copies of all the insurance policies from Chubb Insurance Company, Chubb Indemnity Insurance Company or any other insurance company or companies including the declaration pages for the coverage to insured TS-1 Satellite, the TS-2 Satellite starting with the year of 2002 even when it was

11a. The same applies listed above but with the leasing agreement of the 1.4 GHz Spectrum with the Hedge Fund Harbinger Capital Partners or any other related Hedge Fund with the Harbinger Hedge Fund and their Hedge Fund Manager Phillip Falcone and their directors and officers

11a. A copy of the original agreement regarding the sale of the 1.6 GHz Spectrum of Skyterra to the Hedge Fund Harbinger Capital Partners, LLC, and any other affiliated Hedge Funds under the affiliated group of Harbinger Hedge Fund companies and its Hedge Fund Manager Phillip Falcone .

12. Any and all independent study, analysis or reports order for the valuation of the 1.4 GHz Spectrum. Provide those names of those sources including the names of those individuals releasing those studies.

13. Any and all independent study, analysis or reports order for the valuation of the 2.0 GHz Spectrum. Provide those names of those sources including the names of those individuals releasing those studies.

14. Provide the names of the individuals who were once employed with the F.C.C., and are now working for Terrestar Networks Inc., Terrestar Corporation or any affiliate company with Terrestar Corporation.

15. Provide the names of those individuals who were once employed with the current Debtors law firm Akin Gump Strauss Hauer & Feld , LLP and are now working or were once employed for Terrestar Networks Inc., Terrestar Corporation, and Mobile Satellite Ventures or M.S.V., Motient Corporation and any other affiliates of Terrestar Corporation.

16. A copy of the original leasing agreement between Terrestar Corporation and Harbinger Capital Partners, LLC and their affiliate One Dot Four Corporation regarding the leasing of 1.4 GHz Spectrum. And who were the different responsible parties or personnel from Terrestar Corporation and the members of the Board of Directors who approved the leasing agreement including those particular dates.

17. The report of the bidding process, the procedure leading to the 363 Auction of the 2.0 GHz Spectrum. And who were the responsible parties or individuals involved with relinquishing or releasing the 2.0 GHz Spectrum to EchoStar Corporation, Charles Ergen and to Gamma Acquisitions, LLC , Spectrum license for \$ 391 Million Dollars and the OK to release TS-1 and TS-2 for \$984 Million Dollars?

18. Who were the responsible parties or individuals that gave the approval of the notes of 15% for Terrestar Networks Inc . And the name of those members of the Board of Directors who approved these notes for Terrestar Networks Inc . And the copies of those note agreements .

19. Were there any meetings with any governmental officials from the F.C.C., including with the former Chief of Staff Mr. Edward Lazarus, the partner-in- charge for the Debtors law firm Daniel H. Golden and meetings with C.E.O., the C.F.O., the in-house lawyer, the members of the Board of Directors, the Chairman of the Board with Terrestar Corporation, Terrestar Networks Inc., and with any other affiliates with Terrestar group of companies, directly or indirectly? If Yes ,when and where?

20. Who were the approved parties or personnel within Terrestar Corporation management and the members of the Board of Directors that permitted Harbinger Capital Partners and any other affiliated

Harbinger group of Hedge Fund Companies to sell the ownership of common shares and to purchase debt or notes within Terrestar Corporation? Who gave the OK to do so?

21. We need to know the annual salaries, bonus and any other benefits financial compensation for the following employees and personnel of the management from the first they were employed until the last they working for Terrestar Corporation, Terrestar Networks Inc., Motient Corporation and any affiliated companies with the Terrestar Corporation. Those current employees, former employees, members of the Board of Directors and former members of the Board of Directors and their exact title and what was their duties for the following individuals:

A. Robert Brumley

B. Michael Reedy

C. Douglas Sobieski

D. Robert B. Siegel

E. Neil Hazard

F. Eugene I. Davis

G. Jeffrey Epstein

H. Raymond Steele

I. William H. Freeman

J. Vincent Loiacono

K. And all other members from the Board of Directors in the past when Terrestar Corporation and when it was Motient Corporation.

We are requesting this information to be only provided by means of PDF file format. And we the common shareholders are requesting the option to ask for further documents or discovery in the future.

CONCLUSION

Like I said before, I personally followed Terrestar Corporation and Terrestar Network Inc., very closely since April 2009 and became an investor the very first time back in June of 2009 and we are trying to resolve this matter in a fair and equitable way **for ALL shareholders**. But unfortunately we are being victimized by a group of very clever cronies and their lawyers. We feel very strongly that once again we the common shareholders have been taken advantage of from their outrageous 3rd proposed amended reorganization plan and in our humble opinion the common shareholders are simply being led to be slaughter from this very carefully scheme in which two separate bankruptcies occurred to steal the equity from the hard working and honorable common shareholder of Terrestar Corporation.

Your Honor we are questioning the Debtor lawyers and the law firm Akin Gump Strauss Hauer & Feld, LLP, if they have any knowledge whatsoever of any wrongdoing in defending their client and conspiring in a willful cover up of securities violations and securities fraud of bankruptcy laws for the Debtor. And if they are we the common shareholders will demand a full accountability for their actions against the common shareholders of Terrestar Corporation!

Your Honor Terrestar Corporation is a publicly traded company in which it received the public money but unfortunately it was run and managed like a privately held company for the financial benefit of a selected few of majority investors and perhaps a selected few governmental officials (This remains to be investigated). Your Honor we cannot and we will not permit them to get away what they are trying to do by using the Bankruptcy laws to launder assets, commit countless of violations of securities laws, Bankruptcy Crimes and hurt the common shareholders of Terrestar Corporation. This is a nation of laws Your Honor.

And Your Honor cannot confirm a plan if the Debtor cannot prove to Your Honor a plan in which they can provide proof that Terrestar Corporation will be kept out of bankruptcy. They Your Honor have failed to do so. And the Debtor should fully respect and honor the ownership of all equity owners of Terrestar Corporation.

I close by asking for the fifth time, please Your Honor do the right thing for the sake of those voices that you have not heard. For those who have lost their hard earned blood, sweat and tears money. Look deep in your heart and ask yourself if you have truly done the right thing in which you can sleep at nights thinking did I do the right and fair thing? I can assure you your Honor you will not regret it.

Adjourned the confirmation hearing for 21 days or for three weeks and please appoint an Equity Committee and Independent Examiner for the sake of transparency, justice and fairness for those that are not as fortunate. And for a just cause

I say again GREED is an evil thing!! And boy there is much greed here! In God we Trust!

Sincerely,



Aldo Ismael Perez

cc.Eva T. Campbell, Shareholder
cc.Robert M. Henson, Shareholder
cc.Humberto Serrano, Shareholder
cc.Nitin Aggawal, Shareholder
cc.Vijay Varki, Shareholder
cc.Justo M. Eiroa, Shareholder
cc.Joseph Sorkin, Lawyer
Akin Gump Strauss Hauer & Feld , LLP
cc.Juan C. Zorrilla, Lawyer
cc.The Honorable Paul A. Crotty
United States District Court of the Southern District of New York
cc.Robert Khuzami ,
Division of Enforcement, Securities Exchange Commission, S.E.C.

cc.Lisa T.Roberts , Chief Investigator
S.E.C., Miami Office

cc.Julius Genachowski , Chairman
Federal Communication Commission

cc.Marlene H. Dortch, Secretary
Federal Communication Commission

cc.Michelle Malkin
Investigative Reporter , Fox News

cc.Sean Hannity
Fox News

cc.Mario Diaz- Balart, Fl.
House of Representative

cc.Marco Rubio
United States Senate (FL)

cc.James DeMint
United States Senate (SC)

cc.John McCain
United States Senate (AZ)

and
cc.Charles E. Grassley
United States Senate (IA)



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U.S. Securities and Exchange Commission

EXHIBIT +1

Philip A. Falcone and Harbinger Charged with Securities Fraud

FOR IMMEDIATE RELEASE
2012-122

Washington, D.C., June 27, 2012 — The Securities and Exchange Commission today filed fraud charges against New York-based hedge fund adviser Philip A. Falcone and his advisory firm, Harbinger Capital Partners LLC for illicit conduct that included misappropriation of client assets, market manipulation, and betraying clients. The SEC also charged Peter A. Jenson, Harbinger's former Chief Operating Officer, for aiding and abetting the misappropriation scheme. Additionally, the SEC reached a settlement with Harbinger for unlawful trading.

Additional Materials

- ▶ [SEC Complaint: Harbinger Capital Partners LLC; Philip A. Falcone; and Peter A. Jenson](#)
 - ▶ [SEC Complaint: Philip A. Falcone, Harbinger Capital Partners Offshore Manager, L.L.C., and Harbinger Capital Partners Special Situations GP, L.L.C.](#)
 - ▶ [SEC Complaint: Harbert Management Corporation, HMC-New York, Inc. and HMC Investors, LLC](#)
 - ▶ [SEC Administrative Proceeding](#)
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In a separate, settled action, the SEC charged Harbert Management Corporation, whose affiliates served as the managing members of two Harbinger-related entities, as a controlling person in the market manipulation.

The SEC alleges that Falcone used fund assets to pay his taxes, conducted an illegal "short squeeze" to manipulate bond prices, secretly favored certain customers at the expense of others, and that Harbinger unlawfully bought equity securities in a public offering, after having sold short the same security during a restricted period.

"Today's charges read like the final exam in a graduate school course in how to operate a hedge fund unlawfully," said Robert Khuzami, Director of the SEC's Division of Enforcement. "Clients and market participants alike were victimized as Falcone unscrupulously used fund assets to pay his personal taxes, manipulated the market for certain bonds, favored some clients at the expense of others, and violated trading rules intended to prohibit manipulative short sales."

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11 U.S.C. 548

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[← PREVIOUS](#) | [INDEX](#) | [NEXT →](#)

TITLE 11, BANKRUPTCY - UNITED STATES CODE

Chapter 5. Creditors, the Debtor and the Estate

Subchapter III. The Estate

11 USC § 548. Fraudulent transfers and obligations

(a)

(1) The trustee may avoid any transfer (including any transfer to or for the benefit of an insider under an employment contract) of an interest of the debtor in property, or any obligation (including any obligation to or for the benefit of an insider under an employment contract) incurred by the debtor, that was made or incurred on or within 2 years before the date of the filing of the petition, if the debtor voluntarily or involuntarily—

(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted; or

(B)

(i) received less than a reasonably equivalent value in exchange for such transfer or obligation; and

(ii)

(I) was insolvent on the date that such transfer was made or such obligation was incurred; or became insolvent as a result of such transfer or obligation;

(II) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the debtor was an unreasonably small capital;

(III) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured; or

(IV) made such transfer to or for the benefit of an insider, or incurred such obligation to or for the benefit of an insider, under an employment contract and not in the ordinary course of business.

(2) A transfer of a charitable contribution to a qualified religious or charitable entity or organization shall not be considered to be a transfer covered under paragraph (1)(B) in any case in which—

(A) the amount of that contribution does not exceed 15 percent of the gross annual income of the debtor for the year in which the transfer of the contribution is made; or

(B) the contribution made by a debtor exceeded the percentage amount of gross annual income specified in subparagraph (A), if the transfer was consistent with the practices of the debtor in making charitable contributions.

(b) The trustee of a partnership debtor may avoid any transfer of an interest of the debtor in property, or any obligation incurred by the debtor, that was made or incurred on or within 2 years before the date of the filing of the petition, to a general partner in the debtor, if the debtor was insolvent on the date such transfer was made or such obligation was incurred, or became insolvent as a result of such transfer or obligation.

(c) Except to the extent that a transfer or obligation voidable under this section is voidable under [section 544](#), [545](#), or [547](#) of this title, a transferee or obligee of such a transfer or obligation that takes for value and in good faith has a lien on or may retain any interest transferred or may enforce any obligation incurred, as the case may be, to the extent that such transferee or obligee gave value to the debtor in exchange for such transfer or obligation.

(d)

(1) For the purposes of this section, a transfer is made when such transfer is so perfected that a bona fide purchaser from the debtor against whom applicable law permits such transfer to be perfected cannot acquire an interest in the property transferred that is superior to the interest in such property of the transferee, but if such transfer is not so perfected before the commencement of the case, such transfer is made immediately before the date of the filing of the petition.

(2) In this section—

(A) "value" means property, or satisfaction or securing of a present or antecedent debt of the debtor, but does not include an unperformed promise to furnish support to the debtor or to a relative of the debtor;

EXHIBIT 2

(B) a commodity broker, forward contract merchant, stockbroker, financial institution, financial participant, or securities clearing agency that receives a margin payment, as defined in section 101, 741, or 761 of this title, or settlement payment, as defined in section 101 or 741 of this title, takes for value to the extent of such payment;

(C) a repo participant or financial participant that receives a margin payment, as defined in section 741 or 761 of this title, or settlement payment, as defined in section 741 of this title, in connection with a repurchase agreement, takes for value to the extent of such payment;

(D) a swap participant or financial participant that receives a transfer in connection with a swap agreement takes for value to the extent of such transfer; and

(E) a master netting agreement participant that receives a transfer in connection with a master netting agreement or any individual contract covered thereby takes for value to the extent of such transfer, except that, with respect to a transfer under any individual contract covered thereby, to the extent that such master netting agreement participant otherwise did not take (or is otherwise not deemed to have taken) such transfer for value.

(3) In this section, the term "charitable contribution" means a charitable contribution, as that term is defined in section 170(c) of the Internal Revenue Code of 1986, if that contribution--

(A) is made by a natural person; and

(B) consists of--

(i) a financial instrument (as that term is defined in section 731(c)(2)(C) of the Internal Revenue Code of 1986); or

(ii) cash.

(4) In this section, the term "qualified religious or charitable entity or organization" means--

(A) an entity described in section 170(c)(1) of the Internal Revenue Code of 1986; or

(B) an entity or organization described in section 170(c)(2) of the Internal Revenue Code of 1986.

(e)

(1) In addition to any transfer that the trustee may otherwise avoid, the trustee may avoid any transfer of an interest of the debtor in property that was made on or within 10 years before the date of the filing of the petition, if--

(A) such transfer was made to a self-settled trust or similar device;

(B) such transfer was by the debtor;

(C) the debtor is a beneficiary of such trust or similar device; and

(D) the debtor made such transfer with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made, indebted.

(2) For the purposes of this subsection, a transfer includes a transfer made in anticipation of any money judgment, settlement, civil penalty, equitable order, or criminal fine incurred by, or which the debtor believed would be incurred by--

(A) any violation of the securities laws (as defined in section 3(a)(47) of the Securities Exchange Act of 1934 (15 U.S.C. 78c(a)(47))), any State securities laws, or any regulation or order issued under Federal securities laws or State securities laws; or

(B) fraud, deceit, or manipulation in a fiduciary capacity or in connection with the purchase or sale of any security registered under section 12 or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78f and 78o

(d) or under section 6 of the Securities Act of 1933 (15 U.S.C. 77f).

[Rev. 5-18-05]

◀PREVIOUS|INDEX|NEXT▶