

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	<b>:</b>	<b>CRIMINAL NO.</b> _____
<b>v.</b>	<b>:</b>	<b>DATE FILED:</b> _____
<b>YAHOR OSIN,</b>	<b>:</b>	<b>VIOLATIONS:</b>
<b>a/k/a "Egor,"</b>	<b>:</b>	
<b>ALIAKSANDR BELSKI,</b>	<b>:</b>	<b>18 U.S.C. § 371 (conspiracy to export</b>
<b>a/k/a "Alex,"</b>		<b>defense articles without a license - 1</b>
<b>ALIAKSANDR STASHYNSKI,</b>		<b>count)</b>
<b>VOLHA DUBOUSKAYA,</b>		<b>50 U.S.C. § 1705 (conspiracy to violate the</b>
<b>VITALI TSISHUK, and</b>		<b>International Emergency Economic</b>
<b>ERNEST CHORNOLETSKY,</b>		<b>Powers Act - 1 count)</b>
<b>a/k/a "Erik"</b>		<b>18 U.S.C. § 1956(h) (conspiracy to</b>
		<b>launder monetary instruments - 1 count)</b>
		<b>Notices of Forfeiture</b>

**INDICTMENT**

**THE GRAND JURY CHARGES THAT:**

At all times material to this indictment:

1. The commercial export of arms, ammunition, implements of war and defense articles and services from the United States was governed by the Arms Export Control Act ("AECA"), Title 22, United States Code, Section 2778, and the International Traffic in Arms Regulations ("ITAR"), Title 22, Code of Federal Regulations, Sections 120-130.
2. The AECA authorizes the President, among other things, to control the export of "defense articles" deemed critical to the national security and foreign policy interests of the United States. The AECA also authorizes the President to designate items as "defense articles," require licenses for the export of such articles, and promulgate regulations for the export of such articles. By executive order, the President has delegated this authority to the United States Department of State, Directorate of Defense Trade Controls ("DDTC").

Accordingly, the DDTC promulgates regulations under the AECA, which are known as the International Traffic in Arms Regulations (“ITAR”).

3. The ITAR implements the provisions of the AECA, and establishes the framework for regulating the export of defense articles. The ITAR defines an “export” as the sending or taking of a defense article out of the United States in any manner. The ITAR defines a “defense article” to be any item on the United States Munitions List (“USML”). The ITAR contains the USML.

4. The USML sets forth 21 categories of defense articles and services that are subject to export licensing controls. Included in this list are such things as military aircraft, helicopters, artillery, shells, missiles, rockets, bombs, vessels of war, explosives, military and space electronics, certain types of optical equipment, guns, ammunition, firearms, close assault weapons, combat shotguns, and components of such firearms and weapons. Category XII on the USML designates as defense articles: image intensification and other night sighting equipment or systems specifically designed, modified or configured for military use; second generation and above military image intensification tubes specifically designed, developed, modified, or configured for military use; and infrared, visible and ultraviolet devices specifically designed, developed, modified, or configured for military application.

5. Persons desiring to export arms, ammunition, implements of war, and defense articles and services specified on the United States Munitions List from the United States must register with the Directorate of Defense Trade Controls of the Department of State and obtain individual export licenses for each shipment abroad prior to the export, as set forth in Title 22, Code of Federal Regulations, Sections 122 and 123. It is illegal to export or attempt to

export defense articles on the United States Munitions List without a license.

6. At no time did defendants YAHOR OSIN, ALIAKSANDR BELSKI, VITALI TSISHUK, or ERNEST CHORNOLETSKYY apply for or receive a license from the Department of State to export defense articles designated on the United States Munitions List, including but not limited to ThOR 2 Thermal Imaging Scopes, AN/PAS-23 Mini Thermal Monoculars, and Thermal-Eye Renegade-320s, to Belarus or any other foreign country.

7. Between on or about January 1, 2008, and on or about August 3, 2011, in the Eastern District of Pennsylvania and elsewhere, defendants

**YAHOR OSIN,  
a/k/a "Egor,"  
ALIAKSANDR BELSKI,  
a/k/a "Alex,"  
VITALI TSISHUK, and  
ERNEST CHORNOLETSKYY,  
a/k/a "Erik,"**

conspired and agreed, together and with others known and unknown to the grand jury, to commit an offense against the United States, that is, to willfully export from the United States to Belarus defense articles, including but not limited to ThOR 2 Thermal Imaging Scopes, AN/PAS-23 Mini Thermal Monoculars, and Thermal-Eye Renegade-320s, without first obtaining from the Department of State a license or written authorization for such export, in violation of Title 22, United States Code, Section 2778.

#### **MANNER AND MEANS**

8. It was part of the conspiracy that the defendants YAHOR OSIN, ALIAKSANDR BELSKI, VITALI TSISHUK, and ERNEST CHORNOLETSKYY purchased defense articles, such as night vision devices, including but not limited to ThOR 2 Thermal

Imaging Scopes, AN/PAS-23 Mini Thermal Monoculars, and Thermal Eye Renegade 320s, in the United States. Most of the defense articles were purchased over the internet.

9. It was further a part of the conspiracy that the defendants YAHOR OSIN, ALIAKSANDR BELSKI, VITALI TSISHUK, and ERNEST CHORNOLETSKY arranged for the defense articles, including but not limited to ThOR 2 Thermal Imaging Scopes, AN/PAS-23 Mini Thermal Monoculars, and Thermal Eye Renegade 320s, to be exported out of the United States in various ways, both known and unknown to the grand jury.

10. It was further part of the conspiracy that the defendants YAHOR OSIN, ALIAKSANDR BELSKI, VITALI TSISHUK, and ERNEST CHORNOLETSKY received international wire transfers to pay for some of the defense articles which they illegally exported.

#### **OVERT ACTS**

In furtherance of the conspiracy and to accomplish its objects, defendants YAHOR OSIN, ALIAKSANDR BELSKI, VITALI TSISHUK, and ERNEST CHORNOLETSKY committed the following overt acts, among others, in the Eastern District of Pennsylvania and elsewhere:

1. On April 23, 2010, defendant YAHOR OSIN received three international wire transfers from Fulcanelli Limited totaling \$29,000.
2. On May 20, 2010, defendant YAHOR OSIN sent an e-mail to an associate in Belarus which included an attachment containing photographs of a Thermal Eye Renegade 320 which OSIN intended on purchasing and illegally exporting to his associate in Belarus.
3. On May 21, 2010, defendant YAHOR OSIN sent an e-mail to an associate located in Belarus regarding an NO/TS-320 Thermal Weapons Sight which OSIN intended on

purchasing and illegally exporting to his associate in Belarus.

4. On May 28, 2010, defendant YAHOR OSIN sent an e-mail with his bank routing information to an associate located in Belarus in order to receive funds for the purchase and illegal export of defense articles.

5. On May 28, 2010, defendant YAHOR OSIN received an international wire transfer from VIP Global for \$6,000.

6. On July 16, 2010, defendant YAHOR OSIN placed an order for two AN-PVS 14A night vision devices for \$6,750 from a business known to the grand jury, hereinafter referred to as "Business WER".

7. On July 22, 2010, defendant YAHOR OSIN placed an order for four ITT Raptor night vision rifle scopes for \$18,000 from Business WER.

8. On July 22, 2010, defendant YAHOR OSIN sent an e-mail to an associate in Belarus which included an internet link for a Thermal Eye Renegade 320 which OSIN intended on purchasing and illegally exporting to his associate in Belarus.

9. On August 3, 2010, defendant YAHOR OSIN sent an e-mail to a seller of defense articles with a declaration which read: "I, Yahor Osin, lawful permanent resident of USA residing at 11702 Millbrook rd Philadelphia PA 19154 am byuing Raptor 6x Gen 3+ Night Vision Scope for personal use only and not for export outside the US."

10. On August 10, 2010, defendant YAHOR OSIN sent an e-mail to an associate in Belarus with an attachment containing photographs of AN/PVS 7C night vision monocular which OSIN intended on purchasing and illegally exporting to his associate in Belarus.

11. On August 11, 2010, defendant YAHOR OSIN received an e-mail from an associate located in Belarus regarding a Nivisys Scorpion-320 Thermal Eye weapon sight which the associate wanted OSIN to purchase and illegally export.

12. On August 17, 2010, defendant YAHOR OSIN sent an e-mail to a seller of defense articles which contained an "Export Compliance Information for Purchasers" attachment signed by OSIN. The attachment read in pertinent part: "I understand that all of the products obtained from [the seller] are subject to one or more of the export control laws and regulations of the U.S. Government and that they fall under the control jurisdiction of either the Department of State or the Department of Commerce. I understand that it is unlawful to export or reexport, or to attempt to export or reexport, any of these products, for which a license or written approve of the U.S. Government is required, without first obtaining any license or written approval required from the Department of the U.S. Government having jurisdiction."

13. On August 23, 2010, defendant YAHOR OSIN received an e-mail from an associate in Belarus which contained an internet link for a Elcan SpecterDR 1x/4x optical weapons sight which the associate wanted OSIN to purchase and illegally export.

14. On September 6, 2010, defendant YAHOR OSIN received an e-mail from an associate located in Belarus regarding a Nivisys Scorpion-320 Thermal Eye weapons sight which the associate wanted OSIN to purchase and illegally export.

15. On September 22, 2010, defendant YAHOR OSIN received three international wire transfers from Borsted Advisors totaling \$29,700.

16. On October 6, 2010, defendant VITALI TSISHUK placed an order for a Thor 2 night vision device for \$10,095 from a business, known to the grand jury, hereinafter

referred to as "Business BN".

17. On October 24, 2010, defendant YAHOR OSIN placed an order for three AN-PVS 14A night vision devices for \$10,200 from Business WER.

18. On October 26, 2010, defendant ALIAKSANDR BELSKI received an international wire transfer from Borsted Advisors for \$9,900.

19. On October 26, 2010, defendant YAHOR OSIN received two international wire transfers from Borsted Advisors totaling \$19,800.

20. On November 18, 2010, defendant ERNEST CHORNOLETSKY placed an order for a Nivisys Scorpion thermal weapon sight for \$12,200 from a business known to the grand jury, hereinafter referred to as "Business TB".

21. On November 18, 2010, defendant ERNEST CHORNOLETSKY sent an e-mail to an associate in Belarus asking him to wire the \$12,200 for the purchase of the Nivisys Scorpion thermal weapon sight.

22. On November 19, 2010, defendant YAHOR OSIN sent an e-mail to a seller of defense articles which contained an "ITAR Compliance Acknowledgement" signed by OSIN. The Acknowledgment read, in pertinent part: "I am purchasing the articles identified on the attached purchase order for use or resale in the U.S. only. I understand that these items will **not be exported**, provided to foreign persons in the U.S. (including Foreign Embassies in the U.S.A.), or sold domestically for export by a third party (including U.S. Government agencies)."

23. On November 23, 2010, defendant ERNEST CHORNOLETSKY received an e-mail from an associate located in Belarus on how to ship a package containing defense articles overseas. The associate instructed CHORNOLETSKY to remove all the labels

from the defense articles and to erase the serial number with a knife. The associate told CHORNOLETSKY Y to send the documents and batteries in another parcel. The associate stated that the defense article be valued at "\$120" and labeled "used monocular". The associate then provided CHORNOLETSKY Y a name and address of a person in Minsk, Belarus to ship the package.

24. On November 30, 2010, defendant YAHOR OSIN received two international wire transfers from Borsted Advisors totaling \$19,800.

25. On February 17, 2011, defendant ERNEST CHORNOLETSKY Y placed an order for a Raptor 4X rifle scope for \$5,495 from a business known to the grand jury, hereinafter referred to as "Business WO".

26. On February 17, 2011, defendant ERNEST CHORNOLETSKY Y sent an e-mail to an associate in Belarus and attached an invoice from Business WO for the purchase of a Raptor 4X rifle scope.

27. On February 22, 2011, defendant ALIAKSANDR BELSKI received two international wire transfers from Borsted Advisors totaling \$19,800.

28. On February 22, 2011, defendant YAHOR OSIN received an international wire transfer from Borsted Advisors for \$9,900.

29. On February 24, 2011, defendant ALIAKSANDR BELSKI sent an e-mail to a person selling night vision technology indicating that he wanted to buy the same "thermal monocular" as the seller sold to defendant YAHOR OSIN.

30. On March 13, 2011 defendant YAHOR OSIN forwarded an e-mail from Business WER to an associate in Belarus which contained an offer to sell two AN/PVS-14



night vision monoculars, an offer to upgrade to the AN/PSQ-14A, a photograph of the AN/PSQ-14A, and two photographs of the view from the sight of the AN/PSQ-14A.

31. On March 13, 2011, defendant YAHOR OSIN placed an order for two AN/PVS-14 night vision monoculars from Business WER.

32. On March 16, 2011, defendant ERNEST CHORNOLETSKY received an e-mail from an associate in Belarus which instructed him to ship the Raptor 4X rifle scope which he recently purchased to defendant YAHOR OSIN in Philadelphia. The associate instructed CHORNOLETSKY to send it by express delivery because the “man flies on Friday”.

33. On March 26, 2011, YAHOR OSIN flew to Belarus.

34. On April 5, 2011, defendant ERNEST CHORNOLETSKY placed an order for a Raptor 4X rifle scope for \$5,300 from Business WO.

35. On April 5, 2011, defendant ERNEST CHORNOLETSKY sent an e-mail to an associate in Belarus and attached an invoice from Business WO for the purchase of a Raptor 4X rifle scope.

36. On April 6, 2011, defendant YAHOR OSIN received an e-mail from an associate located in Belarus which provided a link to a website for an ATN Aries 8800c Defender Generation 4 night vision scope which the associate wanted OSIN to purchase and illegally export.

37. On April 18, 2011, defendant ALIAKSANDR BELSKI placed an order for three Mini Thermal Monoculars for \$33,957 from a business known to the grand jury, hereinafter referred to as “Business JAT”.

38. On April 23, 2011, defendant YAHOR OSIN was detained at JFK airport

in New York after a flight from Moscow. OSIN tried to board a flight to Orlando with approximately \$22,000 in currency. OSIN claimed that he was going to Florida to purchase an item to be used to “hunt moose”.

39. On April 25, 2011, defendant ERNEST CHORNOLETSKYY received an e-mail from an associate with instructions on how to properly pack defense articles and told him to ship the box to him at an address in Minsk, Belarus.

40. On May 4, 2011, defendant ERNEST CHORNOLETSKYY received an e-mail from an associate which provided another name and address in Minsk to ship another package containing defense articles.

41. On May 4, 2011, defendant ALIAKSANDR BELSKI received two international wire transfers from Borsted Advisors totaling \$19,800.

42. On May 9, 2011, an associate in Belarus instructed defendant ERNEST CHORNOLETSKYY to ship defense articles to two different addresses in Minsk, Belarus.

43. On May 24, 2011, an associate in Belarus instructed defendant ERNEST CHORNOLETSKYY to send him a shipment of defense articles at another address in Minsk.

44. On May 27, 2011, defendant YAHOR OSIN met with a diplomatic courier near the intersection of 67<sup>th</sup> Street and Lexington Avenue and gave him a package which contained defense articles for export.

45. On June 6, 2011, defendant ERNEST CHORNOLETSKYY placed an order for a Raptor 4X rifle scope for \$5,300 from Business WO.

46. On June 7, 2011, defendant ERNEST CHORNOLETSKYY sent an e-mail to an associate in Belarus asking him to wire funds to Business WO for the purchase of the

Raptor 4X rifle scope.

All in violation of Title 18, United States Code, Section 371.

**COUNT TWO**

**THE GRAND JURY FURTHER CHARGES THAT:**

At all times material to this indictment:

1. Under the International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. §§ 1701 et seq., the President of the United States was granted the authority to deal with unusual and extraordinary threats to the national security, foreign policy, and economy of the United States. Under IEEPA, the President could declare a national emergency through Executive Orders that had the full force and effect of law.

2. On August 17, 2001, under the authority of IEEPA, the President issued Executive Order 13222, which declared a national emergency with respect to the unrestricted access of foreign parties to United States goods and technologies and extended the Export Administration Regulations (the “EAR”), 15 C.F.R. §§ 730-774. Through the EAR, the United States Department of Commerce (“DOC”) imposed license or other requirements before an item subject to the EAR could be lawfully exported from the United States or lawfully re-exported from another country. The President issued annual Executive Notices extending the national emergency declared in Executive Order 13222 from the time period covered by that Executive Order through the time of this Indictment. See 75 Fed. Reg. 50,681 (Aug. 16, 2010).

3. Pursuant to its authority derived from IEEPA, the DOC reviewed and controlled the export of certain goods and technology from the United States to foreign countries. In particular, the DOC placed restrictions on the export of goods and technology that it determined could make a significant contribution to the military potential or nuclear proliferation of other nations or that could be detrimental to the foreign policy or national

security of the United States.

4. Under these laws, certain goods and technology are included on a "Commerce Control List" ("CCL") that is issued and maintained by the Secretary of Commerce. The items on the CCL are known as "dual use" items. "Dual use" items are items that can be used both in military and commercial applications. These "dual use" items are distinguished from those items that are exclusively for military use. The exportation of "dual use" items is controlled by the Department of Commerce ("DOC"). The DOC issues export licenses for "dual use" items included on the CCL.

5. At no time did defendants YAHOR OSIN, ALIAKSANDR BELSKI, ALIAKSANDR STASHYNSKI, VOLHA DUBOUSKAYA, VITALI TSISHUK, or ERNEST CHORNOLETSKYY apply for or obtain an export license or written authorization from the United States Department of Commerce authorizing the export of any items, including but not limited to L-3 x200xp Handheld Thermal Imaging Cameras, from the United States to Belarus or any other foreign country.

6. Between on or about January 1, 2008, and on or about August 3, 2011, in the Eastern District of Pennsylvania and elsewhere, defendants

**YAHOR OSIN,  
a/k/a "Egor,"  
ALIAKSANDR BELSKI,  
a/k/a "Alex,"  
ALIAKSANDR STASHYNSKI,  
VOLHA DUBOUSKAYA,  
VITALI TSISHUK, and  
ERNEST CHORNOLETSKYY,  
a/k/a "Erik,"**

conspired and agreed, together and with others known and unknown to the grand jury, to commit

an offense against the United States, that is, to willfully export from the United States to Belarus export-controlled items, including but not limited to L-3 x200xp Handheld Thermal Imaging Cameras, without first obtaining from the United States Department of Commerce a license or written authorization, in violation of Title 50, United States Code, Section 1705.

#### **MANNER AND MEANS**

7. It was part of the conspiracy that the defendants YAHOR OSIN, ALIAKSANDR BELSKI, ALIAKSANDR STASHYNSKI, VOLHA DUBOUSKAYA, VITALI TSISHUK, and ERNEST CHORNOLETSKYY purchased export-controlled night vision items, including but not limited to, L-3 x200xp Handheld Thermal Imaging Cameras, in the United States. Most of the items were purchased over the internet.

8. It was further a part of the conspiracy that the defendants YAHOR OSIN, ALIAKSANDR BELSKI, ALIAKSANDR STASHYNSKI, VOLHA DUBOUSKAYA, VITALI TSISHUK, and ERNEST CHORNOLETSKYY arranged for export-controlled night vision items, including but not limited to, L-3 x200xp Handheld Thermal Imaging Cameras, to be exported out of the United States to Belarus without a license in various ways.

9. It was further part of the conspiracy that the defendants YAHOR OSIN, ALIAKSANDR BELSKI, VITALI TSISHUK, and ERNEST CHORNOLETSKYY received international wire transfers to pay for export-controlled night vision items, including but not limited to, L-3 x200xp Handheld Thermal Imaging Cameras, which they illegally exported from the United States to Belarus.

#### **OVERT ACTS**

1. On March 24, 2010, defendant YAHOR OSIN placed an order for two L-

3 x200xp Handheld Thermal Imaging Cameras for \$8,416 and an L3 Renegade night vision device for \$11,962 from a business known to the grand jury, hereinafter referred to as “Business OP”.

2. On April 19, 2010, defendant YAHOR OSIN placed an order for three L-3 x200xp Handheld Thermal Imaging Cameras for \$13,197 from a business known to the grand jury, hereinafter referred to as “Business TM”.

3. On July 15, 2010, defendant VITALI TSISHUK received two international wire transfers from Darice Investments totaling \$19,800.

4. On July 15, 2010, defendant VITALI TSISHUK completed an online “ITAR COMPLIANCE ACKNOWLEDGEMENT” form from a business known to the grand jury, hereinafter referred to as “Business NA”, in which he indicated that understood that the items he purchased can “not be exported”, cannot be “provided to foreign persons”, that he is responsible for “compliance with any and all U.S. Government export controls and regulations” and that if he violates those laws and regulations he could be subjected to “severe criminal and civil penalties”.

5. On July 21, 2010, defendant YAHOR OSIN placed an order for three L-3 x200xp Handheld Thermal Imaging Cameras for \$12,624 from a business known to the grand jury, hereinafter referred to as “Business MWF”.

6. On July 23, 2010, defendant VITALI TSISHUK placed an order for two L-3 x200xp Handheld Thermal Imaging Cameras from Business NA.

7. On July 27, 2010, defendant VITALI TSISHUK placed an order for two L-3 x200xp Handheld Thermal Imaging Cameras from a business known to the grand jury,

hereinafter referred to as "Business BN".

8. On August 20, 2010, defendant VITALI TSISHUK sent an e-mail to Business BN with an attachment labeled "Export Compliance Information for Purchasers" signed by TSISHUK. On this attachment, TSISHUK indicated that he understood that "all products he obtained" from Business BN are subject to one or more of the export control laws and regulations of the U.S. Government. TSISHUK further indicated that he understood that "it is unlawful to export or reexport, or to attempt to export or reexport, any of these products" without first obtaining the appropriate licenses to do so.

9. On February 21, 2011, defendant ALEXANDER BELSKI placed an order for one L-3 x200xp Handheld Thermal Imaging Camera from an unknown person over the internet.

10. On February 25, 2011, defendants VOLHA DUBOUSKAYA and ALIAKSANDR STASHYNSKI placed an order for one L-3 x200xp Handheld Thermal Imaging Cameras for \$4208.00 from Business MWF.

11. On March 11, 2011, defendants VOLHA DUBOUSKAYA received a package sent via UPS containing an L-3 x200xp Handheld Thermal Imaging Camera at 12704 Kenny Road, Philadelphia, Pennsylvania.

12. On March 16, 2011, defendants VOLHA DUBOUSKAYA and ALIAKSANDR STASHYNSKI placed an order for one L-3 x200xp Handheld Thermal Imaging Camera for \$4295.00 from Business OP.

13. On April 20, 2011, defendant ERNEST CHORNOLESTSKYY placed an order for one L-3 x200xp Handheld Thermal Imaging Camera from a person on the internet.



14. On April 21, 2011, defendants VOLHA DUBOUSKAYA and ALIAKSANDR STASHYNSKI picked up a package which contained an L-3 x200xp Handheld Thermal Imaging Camera from a UPS center located at 15 East Oregon Avenue, Philadelphia, Pennsylvania. On April 22, 2011, STASHYNSKI gave the package which contained the L-3 x200xp Handheld Thermal Imaging Camera to defendant ALIAKSANDR BELSKI. Afterwards, BELSKI stored the item at the residence of defendant VITALI TSISHUK and then gave the L-3 x200xp Handheld Thermal Imaging Camera to defendant YAHOR OSIN.

All in violation of Title 18, United States Code, Section 371.

**COUNT THREE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 10 of Count One and Paragraphs 1 through 9 of Count Two of this indictment are incorporated here.
2. From on or about January 1, 2008, through on or about August 3, 2011, in the Eastern District of Pennsylvania and elsewhere, defendants

**YAHOR OSIN,  
a/k/a "Egor,"  
ALIAKSANDR BELSKI,  
a/k/a "Alex," and  
VITALI TSISHUK**

conspired and agreed, with other persons known and unknown to the grand jury, to knowingly transport and transfer monetary instruments and funds, that is, approximately \$233,080 in United States currency, from a place outside the United States to a place inside the United States, with intent to promote the carrying on of specified unlawful activity, specifically, the exportation of defense articles without a license, in violation of Title 22, United States Code, Section 2778, and the export of export controlled items without a license, in violation of Title 50, United States Code, Section 1705, all in violation of Title 18, United States Code, Section 1956(a)(2)(A).

**MANNER AND MEANS**

It was part of the conspiracy that:

3. Defendants YAHOR OSIN, ALIAKSANDR BELSKI, and VITALI TSISHUK conspired to export defense articles and other export controlled items without obtaining the appropriate licenses, as described Count One and Count Two of this indictment.
4. Defendants YAHOR OSIN, ALIAKSANDR BELSKI, and VITALI

TSISHUK received international wire transfers to purchase the export controlled items and defense articles, to pay for shipping, to pay for other expenses pertaining to the acquisition and export of the export controlled items and defense articles, and to otherwise promote the illegal exporting scheme.

### **OVERT ACTS**

In furtherance of the conspiracy and to accomplish its objects, defendants YAHOR OSIN, ALIAKSANDR BELSKI, and VITALI TSISHUK committed the following overt acts, among others, in the Eastern District of Pennsylvania and elsewhere:

1. On April 23, 2010, YAHOR OSIN received three international wire transfers from Fulcanelli Limited totaling \$29,000.
2. On May 28, 2010, YAHOR OSIN received an international wire transfer from VIP Global for \$6,000.
3. On July 15, 2010, VITALI TSISHUK received two international wire transfers from Darice Investments totaling \$19,800.
4. On September 22, 2010, YAHOR OSIN received three international wire transfers from Borsted Advisors totaling \$29,700.
5. On October 26, 2010, ALIAKSANDR BELSKI received an international wire transfer from Borsted Advisors for \$9,900.
6. On October 26, 2010, YAHOR OSIN received two international wire transfers from Borsted Advisors totaling \$19,800.
7. On November 30, 2010, YAHOR OSIN received two international wire transfers from Borsted Advisors totaling \$19,800.

8. On February 22, 2011, ALIAKSANDR BELSKI received two international wire transfers from Borsted Advisors totaling \$19,800.

9. On February 22, 2011, YAHOR OSIN received an international wire transfer from Borsted Advisors for \$9,900.

10. On May 4, 2011, ALIAKSANDR BELSKI received two international wire transfers from Borsted Advisors totaling \$19,800.

In violation of Title 18, United States Code, Section 1956(h).

**NOTICE OF FORFEITURE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. As a result of the violations of Title 18, United States Code, Sections 371, set forth in this Indictment, defendants

**YAHOR OSIN,  
a/k/a "Egor,"  
ALIAKSANDR BELSKI,  
a/k/a "Alex,"  
ALIAKSANDR STASHYNSKI,  
VOLHA DUBOUSKAYA,  
VITALI TSISHUK, and  
ERNEST CHORNOLETSKYY,  
a/k/a "Erik,"**

shall forfeit to the United States of America:

(a) any property, real or personal, which constitutes or is derived from proceeds traceable to the commission of such offenses;

(b) any defense articles or other export controlled items intended to be illegally exported;

(c) any vessel, vehicle, or aircraft which has been used in exporting or attempting to export any defense articles of other export controlled items.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the Court;

(d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461, Title 18, United States Code, Sections 981 and 982, and Title 22, United States Code, Section 401.

**NOTICE OF FORFEITURE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. As a result of the violations of Title 18, United States Code, Section 1956(h), set forth in this Indictment, defendants

**YAHOR OSIN,  
a/k/a "Egor,"  
ALIAKSANDR BELSKI,  
a/k/a "Alex," and  
VITALI TSISHUK**

shall forfeit to the United States of America:

(a) any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses;

(b) any property, real or personal, involved in such offenses, or any property traceable to such property;

(c) any property, real or personal, used to facilitate such offenses.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the Court;

(d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c),

incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Sections 981 and 982.

**A TRUE BILL:**

  
**ZANE DAVID MEMEGER**  
**UNITED STATES ATTORNEY**

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**GRAND JURY FOREPERSON**