Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
VIZADA Services LLC	)	
	)	File No. ISP-PDR-20060804-00010
Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as amended, to Permit Indirect Foreign Ownership Exceeding 25 Percent in Radio Common Carrier Licensee VIZADA Services LLC	)	
	)	
and	)	
	)	
Vizada, Inc.	)	
	)	File No. ISP-PDR-20080501-00011
Petition for Declaratory Ruling Pursuant to Section 310(b)(4) of the Communications Act	)	

ORDER AND DECLARATORY RULING

Adopted: March 1, 2010 **Released: March 2, 2010**

By the Chief, International Bureau:

I. INTRODUCTION

1. In this *Order and Declaratory Ruling*, we consider the above-captioned petitions for declaratory ruling filed by VIZADA Services LLC ("Vizada Services") and its affiliate, Vizada, Inc. ("Vizada Inc." and, together with Vizada Services, the "Petitioners"), pursuant to section 310(b)(4) of the Communications Act of 1934, as amended (the "Act").[1] As discussed below, we find that the public interest would not be served by prohibiting the indirect foreign ownership of Vizada Services and Vizada Inc. in excess of the 25 percent benchmark in section 310(b)(4) of the Act. We therefore grant the petitions, subject to the limitations and conditions set forth below.

[1] 47 U.S.C. § 310(b)(4).

II. BACKGROUND

2. Vizada Services filed its petition for declaratory ruling on August 4, 2006,[2] in connection with its application for 20,000 mobile earth terminals to be licensed and operated on a common carrier basis in the United States with Inmarsat's Broadband Global Area Network ("BGAN").[3] Vizada Inc. already holds several Commission licenses and authorizations, including common carrier fixed and mobile earth station licenses, which it acquired as a result of a *pro forma* assignment of licenses from its former affiliate, Telenor Satellite, Inc. ("TSI").[4] Like Vizada Services, Vizada Inc. has a pending application for blanket authority to operate mobile earth terminals on a common carrier basis for the provision of BGAN service.[5] The International Bureau, under delegated authority, previously approved the foreign ownership of Vizada Inc. in a 2007 decision that authorized the transfer of control of TSI to MobSat Holding Norway AS (formerly, Inceptum 1 AS) ("MobSat Norway").[6] Vizada Inc. filed its petition for declaratory ruling on May 1, 2008, in order to obtain approval for changes in its foreign ownership since issuance of the 2007 ruling.[7] Vizada Inc. seeks the same ruling that Vizada Services requests in its petition for declaratory ruling.[8]

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[2] *See* MobSat S.A.S. and FTMSC US, LLC, Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as amended, to Permit Indirect Foreign Ownership Exceeding 25 Percent in Radio Common Carrier Licensee FTMSC US, LLC, ISP-PDR-20060804-00010 (filed Aug. 4, 2006) ("Vizada Services Petition"). Vizada Services was named FTMSC US, LLC at the time it filed its petition and later notified the Commission of its name change, effective June 7, 2007. *See* Letter from Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC (dated June 21, 2007) ("June 21 , 2007 Letter"). A former parent company, MobSat S.A.S., was named initially as a joint petitioner. Since the initial filing of its Petition, Vizada Services has notified the Commission of a restructuring that removed MobSat S.A.S. from Vizada Services' vertical ownership chain. *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for VIZADA Services LLC, to Marlene H. Dortch, Secretary, FCC (dated Feb. 13, 2008) ("February 13, 2008 Letter").

[3] *See* File No. SES-LFS-20051011-01396, as amended. We will act on Vizada Services' mobile earth terminal application separately.

[4] The *pro forma* assignment occurred through the merger of TSI (whose name had changed to Vizada Satellite, Inc.), with and into sister company Vizada Inc. (Vizada Inc. was named Telenor Satellite Services Inc. at the time of the *pro forma* assignment.) *See Satellite Communications Services Information Re: Actions Taken*, Public Notice, Report No. SES-00990 (Dec. 19, 2007) (granting File Nos. SES-ASG-20071207-01680 and SES-ASG-20071207-01681); File No. 0023-EX-AU-2007 (granted Dec. 28, 2007).

[5] *See* File No. SES-LFS-20050930-01352, as amended. We will act on Vizada Inc.'s mobile earth terminal application separately.

[6] *See Telenor ASA, Transferor, and Inceptum 1 AS, Transferee, Seek FCC Consent to Transfer Control of Licenses and Authorizations and a Declaratory Ruling on Foreign Ownership*, Public Notice, IB Docket No. 06-225, DA 07-2163, 22 FCC Rcd 9325 (2007) ("*2007 Ruling*"). The foreign ownership ruling issued to TSI in the *2007 Ruling* extended automatically to Vizada Inc. upon consummation of the *pro forma* assignment of licenses from TSI to Vizada Inc., because the carriers were under 100% common ownership and control and the assignment did not result in any changes to their foreign ownership. *See Foreign Ownership Guidelines for FCC Common Carrier and Aeronautical Radio Licenses*, Public Notice, DA 04-3610, 19 FCC Rcd 22612, 22638-39 (Int'l Bur. 2004), Erratum, 21 FCC Rcd 6484 (Int'l Bur. 2006).

[7] *See* Vizada, Inc., Petition for Declaratory Ruling Pursuant to Section 310(b)(4) of the Communications Act, ISP-PDR-20080501-00011 (filed May 1, 2008) ("Vizada Inc. Petition").

[8] *See id*. at 2.

3. The International Bureau placed the Vizada Services and Vizada Inc. petitions on public notice as acceptable for filing on August 16, 2006 and May 7, 2008, respectively.[9] No oppositions to or comments on the petitions were received. On January 9, 2009, the Department of Justice ("DOJ"), including the Federal Bureau of Investigation ("FBI"), and the Department of Homeland Security ("DHS" and, together with DOJ and FBI, the "Executive Branch Agencies") filed a Petition to Adopt Conditions to Authorizations and Licenses ("Petition to Adopt Conditions") with respect to Vizada Services' and Vizada Inc.'s petitions for declaratory ruling and associated applications.[10] The Petition to Adopt Conditions advised that the Executive Branch Agencies have no objection to the Commission granting Vizada Services' and Vizada Inc.'s petitions and associated applications, provided that the Commission conditions its grant on the agreement of Vizada Services, Vizada Inc., and their respective direct and indirect owners to abide by the commitments and undertakings set forth in Amendment No. 2 to the November 29, 2001 Agreement with Telenor Satellite Services Holdings, Inc., Telenor Satellite, Inc., Telenor Satellite Services, Inc., and Telenor Broadband Services AS,[11] as amended by Amendment No. 1 in March 2007.[12]

4. Vizada Services and Vizada Inc. are organized in Delaware as wholly-owned subsidiaries of Mobsat US.[13] Mobsat US is also organized in Delaware and is, in turn, a direct, wholly-owned

[9] *See Non Streamlined International Applications Accepted for Filing*, Public Notice, Report No. TEL-01058NS (rel. Aug. 16, 2006); *Non Streamlined International Applications/Petitions Accepted for Filing*, Public Notice, Report No. TEL-01266NS (rel. May 7, 2008).

[10] Department of Justice, including the Federal Bureau of Investigation, and Department of Homeland Security, Petition to Adopt Conditions to Authorizations and Licenses, File Nos. ITC-214-20051005-00395, ITC-214-20061213-00559, ITC-214-20051012-00406, ITC-AMD-20060804-00388, SES-LFS-20050930-01352, SES-AMD-20051111-01564, SES-AMD-20060109-00019, SES-AMD-20060607-00942, SES-AMD-20070112-00106, SES-AMD-20071231-01767, SES-LFS-20051011-01396, SES-AMD-20051118-01602, SES-AMD-20060804-01315, SES-AMD-20060605-00926, ISP-PDR-20060804-00010, and ISP-PDR-20080501-00011 (filed Jan. 9, 2009). We include the Petition to Adopt Conditions as Appendix C to this *Order and Declaratory Ruling*.

[11] In 2007, Telenor Satellite Services Holdings, Inc. was merged into MobSat Holding US Corp. Telenor Satellite, Inc.'s name was changed to Vizada Satellite, Inc., which has since merged into Vizada, Inc. Telenor Satellite Services, Inc. is now known as Vizada, Inc. Finally, Telenor Broadband Services AS was succeeded in interest by Telenor Satellite Services AS, which is now known as Vizada AS. Petition to Adopt Conditions at nn.2-5; *see also supra* n.4.

[12] *See* Petition to Adopt Conditions at 2*; see also id*. at Exhibits A, B, and C (collectively, the "Executive Branch Agreement"). The Petition to Adopt Conditions and the Executive Branch Agreement may be viewed on the FCC's website through the International Bureau Filing System (IBFS) by searching for ISP-PDR-20060804-00010 and ISP-PDR-20080501-00011 and accessing "Other filings related to this application" from the Document Viewing Area. Vizada Inc.'s existing foreign ownership ruling, which we issued to its predecessor-in-interest, TSI, in the *2007 Ruling*, is conditioned on compliance with the Network Security Agreement, dated November 29, 2001 ("2001 Network Security Agreement"), as amended by Amendment No. 1 in March 2007, to which Vizada Inc. and affiliates, on the one hand, and the DOJ, FBI and DHS, on the other, are parties. *See 2007 Ruling*, 22 FCC Rcd at 9329; *see also supra* note 6. The 2001 Network Security Agreement is appended to the Order and Authorization issued in *Lockheed Martin Global Telecommunications, Comsat Corp., and Comsat General Corp., Assignor, and Telenor Satellite Mobile Services, Inc. and Telenor Satellite, Inc., Assignee*, Order and Authorization, FCC 01-369, 16 FCC Rcd 22897 (2001). Amendment No. 1 to the 2001 Network Security Agreement is appended to the Petition to Adopt Conditions to Authorizations and Licenses filed by the DOJ, FBI and DHS on March 9, 2007 in IB Docket No. 06-225.

[13] Mobsat US wholly owns Vizada Services through an intermediate subsidiary, VIZADA Services Holding, Inc., which is also organized in Delaware. *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for Vizada, Inc. and VIZADA Services LLC, to Marlene H. Dortch, Secretary, FCC (dated Sept. 29, 2009) ("September 29,
(continued….)

subsidiary of MobSat Norway, a Norwegian company.[14] MobSat Norway is wholly owned by MobSat Holding 1 BV which is, in turn, wholly owned by MobSat Holding 2 BV, both of which are organized in the Netherlands. MobSat Holding 2 BV is wholly owned by MobSat Group Holding Sàrl ("MobSat Group"), a Luxembourg company.[15] MobSat Group's largest shareholders are as follows: Apax France VI FCPR ("Apax France") (organized in France) (51.9% equity and voting interests);[16] Altamir Amboise SCA ("Altamir Amboise") (organized in France) (20.2% equity and voting interests);[17] MobSat Management Sàrl ("MobSat Management") (organized in Luxembourg) (9.3% equity and voting interests); and Apax Parallel Investment V, L.P. ("API V") (organized in Delaware) (15.4% equity and voting interests). The remaining shares of MobSat Group Holding (3.3% equity and voting interests) are held by citizens of Canada, the United Kingdom and France, a U.K.-organized trust, and the Luxembourg-organized entity that manages MobSat Management.[18]

5. Apax France is a *Fonds Commun de Placements a Risques* (the equivalent of a venture capital fund). Altamir Amboise is a *Société en Commandite par Actions* (the equivalent of a limited partnership).[19] Shares of Altamir Amboise trade publicly in France on the Euronext exchange.[20] According to the Petitioners, investors in Apax France and Altamir Amboise have no control over or right to control the management or voting of shares held by the companies in MobSat Group.[21] Mr. Maurice Tchénio, a French citizen, holds a controlling interest in Apax France and Altamir Amboise through his controlling interests in both companies' managing partners: Apax Partners SA ("APSA") and Apax Partners & Cie Gérance SA ("APCG"), respectively, both of which are organized in France.[22] As a result of his controlling interest in Apax France, Mr. Tchénio holds ultimate control of MobSat Group and its indirect wholly-owned subsidiary, Mobsat US, the Petitioners' U.S. parent company.

(Continued from previous page)
2009 Letter"), Appendix A (Vizada ownership diagram). Petitioners' ownership diagram, which consists of two pages, is appended to this *Order and Declaratory Ruling* (*see infra* Appendix A).

[14] *See* September 29, 2009 Letter, Appendix A, and *infra* Appendix A.

[15] *See id.*

[16] Apax France holds an additional 2.4% ownership interest in MobSat Group as a result of Apax France's 25.4% interest in MobSat Management Sàrl. *See infra* Appendix B, ¶ 4. Thus, Apax France holds a 54.3% controlling interest in MobSat Group.

[17] Altamir Amboise holds an additional 0.92 % interest in MobSat Group as a result of Altamir Amboise's 9.9% interest in MobSat Management Sàrl. *See infra* Appendix B, ¶ 8. Thus, Altamir Amboise holds a total 21.12% equity and voting interest in MobSat Group.

[18] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for VIZADA Services LLC, to Marlene H. Dortch, Secretary, FCC (dated May 1, 2008) ("May 1, 2008 Letter"); February 13, 2008 Letter at 3.

[19] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC at 2 (dated Oct. 5, 2007) ("October 5, 2007 Letter"). Altamir Amboise is the surviving entity of a merger between Amboise Investissement SCA and Altamir & Cie SCA, which, prior to their merger effective June 4, 2007, held separate interests in MobSat Group. *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for Inceptum 1 AS and MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC (dated June 26, 2007) ("June 26, 2007 Letter"), at 1-2.

[20] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC (dated May 17, 2007) ("May 17, 2007 Letter"), at 6 (corrected copy filed on May 21, 2007).

[21] *See* Vizada Services Petition at 2-3; May 17, 2007 Letter at 6 (corrected copy filed on May 21, 2007); June 26, 2007 Letter at 2. As described in Appendix B, however, individuals and entities involved in the management and control of Apax France and Altamir Amboise hold small equity interests in these companies.

[22] *See* June 26, 2007 Letter at 2.

6. MobSat Management is a *société a responsabilité limitée* (the equivalent of a limited liability company) organized under Luxembourg law as an investment vehicle for certain individuals involved in the management of the Petitioners and affiliated companies. As of September 29, 2009, 64.7 percent of the equity interests in MobSat Management have been distributed to citizens of the United States and other World Trade Organization ("WTO") Member countries, specifically, Belgium, Canada, France, the Netherlands, Norway, Sweden, and the United Kingdom. The remaining ownership interests in MobSat Management are held by Apax France (25.4%) and Altamir Amboise (9.9%).[23] MobSat Management is managed by MobSat Gérance Sàrl, which is organized in Luxembourg.[24] Apax France owns a 72 percent interest in MobSat Gérance Sàrl and Altamir Amboise owns the remaining 28 percent interest. Mr. Michael Collins, a U.K. citizen, is the sole manager of MobSat Gérance Sàrl.[25]

7. API V is controlled by its sole general partner, Apax Satellite, LLC, a Delaware limited liability company that holds a less-than-one percent equity interest in API V.[26] The sole member of Apax Satellite, LLC is Société Civile Vizasat ("SCV"), which is organized in France and comparable to a partnership under U.S. law. SCV is owned by managers and employees of APSA, all of whom are citizens of WTO Member countries.[27] Apax Satellite, LLC is managed by APSA which, as explained above, is controlled ultimately by Mr. Maurice Tchénio.[28] Over 99 percent of the equity interest in API V is held by its sole limited partner, Summer Street Satellite Holding Company, Ltd. ("Summer Street"), a Cayman Islands company.[29] Summer Street is wholly owned by GEAM International Private Equity Fund, L.P. ("GEAM International"). GEAM International is a private equity fund organized as a Delaware limited partnership and sponsored by GE Asset Management, Inc. Its general partner is GE International Management Incorporated ("GEIM"), a Delaware corporation which is, in turn, indirectly wholly owned (through U.S.-organized companies) by the General Electric Company ("GE"), a New York corporation. Shares of GE are widely held and publicly traded. Based on periodic surveys, GE estimates its total foreign ownership is 10 percent or less. GEIM holds a 0.20 percent equity interest in GEAM International. The remaining equity investment (99.8%) is held by limited partners that are passive fund investors.[30]

III. DISCUSSION

A. Summary of Analysis

8. In considering the petitions for declaratory ruling, we examine the indirect foreign ownership interests that are held in Vizada Services and Vizada Inc. pursuant to our public interest analysis under section 310(b)(4) of the Act and the Commission's foreign ownership policies adopted in

[23] *See* September 29, 2009 Letter at 1-2.

[24] *See* October 5, 2007 Letter at 3.

[25] *See* February 13, 2008 Letter at 2; October 5, 2007 Letter at 3.

[26] *See* September 29, 2009 Letter, Appendix A, and *infra* Appendix A. *See also* August 13, 2009 Letter at 2-3; Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC at 2 (dated Apr. 30, 2007) ("April 30, 2007 Letter").

[27] See August 13, 2009 Letter at 2-3.

[28] *Id.*

[29] *See* September 29, 2009 Letter, Appendix A, and *infra* Appendix A. *See also* April 30, 2007 Letter at 2.

[30] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC at 3 (dated Apr. 16, 2007) ("April 16, 2007 Letter"). *See also infra* Appendix B, ¶ 17.

the *Foreign Participation Order*.[31] As part of that analysis, we consider any national security, law enforcement, foreign policy, or trade policy concerns raised by the foreign investment.[32] Relying on Commission precedent, we find that the indirect foreign ownership of Vizada Services and Vizada Inc. does not raise any issues under sections 310(a) or 310(b)(1)-(b)(3) of the Act.[33] Our analysis in Appendix B focuses on issues raised under section 310(b)(4).

9. Section 310(b)(4) of the Act establishes a 25 percent benchmark for investment by foreign individuals, corporations, and foreign governments in U.S.-organized entities that control U.S. common carrier radio licenses. This section also grants the Commission discretion to allow higher levels of foreign ownership if it determines that such ownership is not inconsistent with the public interest.[34] The calculation of foreign ownership interests under section 310(b)(4) is a two-pronged analysis in which the Commission examines separately the equity interests and the voting interests in the licensee's direct or indirect parent.[35] The Commission calculates the equity interest of each foreign investor in the parent and then aggregates these interests to determine whether the sum of the foreign equity interests exceeds the statutory benchmark. Similarly, the Commission calculates the voting interest of each foreign investor in the parent and aggregates these voting interests.[36] The presence of aggregated alien equity or voting interests in a common carrier licensee's parent in excess of the 25 percent benchmark triggers the applicability of section 310(b)(4)'s statutory benchmark.[37] Once the benchmark is triggered, section

[31] 47 U.S.C. § 310(b)(4); *Rules and Policies on Foreign Participation Order in the U.S. Telecommunications Market*, IB Docket Nos. 97-142, 95-22, Report and Order and Order on Reconsideration, FCC 97-398, 12 FCC Rcd 23891 (1997) (*Foreign Participation Order*), Order on Reconsideration, FCC 00-339, 15 FCC Rcd 18158 (2000).

[32] The Commission considers national security, law enforcement, foreign policy, and trade policy concerns when analyzing foreign investment pursuant to sections 310(b)(4) and 310(d). *Foreign Participation Order*, 12 FCC Rcd at 23918-21, ¶¶ 59-66.

[33] Section 310(a) of the Act prohibits any radio license from being "granted to or held by" a foreign government or its representative. 47 U.S.C. § 310(a). In this case, no foreign government or its representative will hold a radio license. Section 310(b)(1)-(2) of the Act prohibits common carrier, broadcast and aeronautical fixed or aeronautical en route radio licenses from being "granted to or held by" aliens, or their representatives, or foreign corporations. 47 U.S.C. § 310(b)(1)-(2). We find in this case that no alien, representative, or foreign corporation will hold a common carrier radio license. Accordingly, we find that the Petitioners' indirect foreign ownership is not inconsistent with the foreign ownership provisions of section 310(a) or 310(b)(1)-(2) of the Act. *See Applications of VoiceStream Wireless Corp., Powertel, Inc., Transferors, and Deutsche Telekom AG, Transferee,* IB Docket No. 00-187, Memorandum Opinion and Order, FCC 01-142, 16 FCC Rcd 9779, 9804-9809, ¶¶ 38-48 (2001). Additionally, because the foreign investment in the Petitioners is held through a controlling U.S. parent company, Mobsat US, Petitioners' indirect foreign ownership does not trigger section 310(b)(3) of the Act, which places a 20% limit on alien, foreign corporate or foreign government ownership of entities that themselves hold common carrier, broadcast and aeronautical fixed or aeronautical en route radio licenses. *Compare* 47 U.S.C. § 310(b)(3) *with* § 310(b)(4). *See Request for Declaratory Ruling Concerning the Citizenship Requirements of Sections 310(b)(3) and (4) of the Communications Act of 1934, as amended,* Declaratory Ruling, 103 FCC 2d 511 (1985) ("*Wilner & Scheiner I*"), *recon. in part*, 1 FCC Rcd 12 (1986).

[34] 47 U.S.C. § 310(b)(4).

[35] *See BBC License Subsidiary L.P.,* Memorandum Opinion and Order, 10 FCC Rcd 10968, 10973, ¶ 22 (1995) ("*BBC License Subsidiary*").

[36] *See id.* at 10972, ¶ 20, 10973-74, ¶¶ 22-25.

[37] *See id.* at 10973-74, ¶ 25.

310(b)(4) directs the Commission to determine whether the "public interest will be served by the refusal or revocation of such license."[38]

10. In the *Foreign Participation Order*, the Commission concluded that the public interest would be served by permitting greater investment by individuals or entities from WTO Member countries in U.S. common carrier and aeronautical fixed and aeronautical en route radio licensees.[39] Therefore, with respect to indirect foreign investment from WTO Member countries, the Commission replaced its "effective competitive opportunities" test with a rebuttable presumption that such investment generally raises no competitive concerns.[40] In evaluating requests for approval of foreign ownership interests under section 310(b)(4), the Commission uses a "principal place of business" test to determine the nationality or "home market" of foreign investors.[41]

11. We examine, in Appendix B, the citizenship or "principal place of business" of the foreign individuals and entities that hold, directly or indirectly, equity or voting interests in Mobsat US, the Petitioners' U.S.-organized parent company. As set forth in Appendix B, and based on our analysis of the petitions and the supplemental information submitted for the record, we find that at least 75 percent of these equity and voting interests are properly ascribed to individuals or entities that are citizens of, or that principally conduct business in, WTO Member countries for purposes of our public interest analysis under section 310(b)(4) of the Act and the policies adopted in the *Foreign Participation Order*.[42] Accordingly, the Petitioners are entitled to a rebuttable presumption that their indirect foreign ownership does not pose a risk to competition in the U.S. market,[43] and we find no credible evidence in the record to rebut this presumption. Further, we find that the Executive Branch Agreement, as amended, among the Executive Branch Agencies and Vizada Services, Vizada Services Holding, Inc., Vizada, Inc., Marlink, Inc., Vizada Secure Services, Inc., Mobsat US, Vizada AS, and MobSat Norway with respect to Vizada Services' and Vizada Inc.'s petitions for declaratory ruling and related applications addresses national security, law enforcement, and public safety concerns.[44] We therefore conclude, pursuant to section

[38] 47 U.S.C. § 310(b)(4).

[39] *See Foreign Participation Order*, 12 FCC Rcd at 23896, ¶ 9, 23913, ¶ 50, 23940, ¶¶ 111-112.

[40] *Id.*

[41] To determine a foreign entity's home market for purposes of the public interest determination under section 310(b)(4), the Commission will identify and balance the following factors: (1) the country of a foreign entity's incorporation, organization, or charter; (2) the nationality of all investment principals, officers, and directors; (3) the country in which the world headquarters is located; (4) the country in which the majority of the tangible property, including production, transmission, billing, information, and control facilities, is located; and (5) the country from which the foreign entity derives the greatest sales and revenues from its operations. *Foreign Participation Order*, 12 FCC Rcd at 23941, ¶ 116 (citing *Market Entry and Regulation of Foreign-Affiliated Entities*, Report and Order, 11 FCC Rcd 3873, 3951, ¶ 207 (1995)).

[42] The Commission stated in the *Foreign Participation Order* that it will deny an application if it finds that more than 25% of the ownership of an entity that controls a common carrier radio licensee is attributable to parties whose principal place(s) of business are in non-WTO Member countries that do not offer effective competitive opportunities to U.S. investors in the particular service sector in which the applicant seeks to compete in the U.S. market, unless other public interest considerations outweigh that finding. *See Foreign Participation Order*, 12 FCC Rcd at 23946, ¶ 131.

[43] *See Foreign Participation Order,* 12 FCC Rcd at 23896, ¶ 9, 23913, ¶ 50, 23940, ¶¶ 111-112.

[44] *See also infra* ¶ 14. In assessing the public interest under section 310(b)(4), we take into account the record and accord deference to Executive Branch expertise on national security and law enforcement issues. *See Foreign Participation Order,* 12 FCC Rcd at 23918, ¶ 59, 23919, ¶¶ 61-66.

310(b)(4) of the Act, that it would not serve the public interest to prohibit the indirect foreign ownership of Vizada Services and Vizada Inc. in excess of the 25 percent benchmark in section 310(b)(4) of the Act. We grant their petitions to the extent specified and as conditioned in the ruling below. Grant of the Vizada Inc. petition is without prejudice to any enforcement action by the Commission for non-compliance with the Communications Act of 1934, as amended, or the Commission's rules.[45]

B. Declaratory Ruling

12. Accordingly, this ruling permits Vizada Services and Vizada Inc. to be owned indirectly: (1) by MobSat Group, MobSat Holding 2 BV, MobSat Holding 1 BV, and Mobsat Norway (individually, up to and including 100% of the equity and voting interests); (2) by Apax France (up to and including 54.3% of the equity and voting interests); (3) through Apax France, APSA (individually) and its named direct and indirect shareholders, including Maurice Tchénio (collectively) (up to and including a less-than-one percent equity interest and 54.3% voting interest); (4) by the Apax France passive foreign investors identified in the record (collectively, up to and including 38.84% of the equity and 71.53% of the voting interests); (5) by Altamir Amboise (up to and including 21.12% of the equity and voting interests); (6) by APCG (individually) and its named direct and indirect shareholders, including Maurice Tchénio (collectively) (up to and including 21.12% of the voting interests); (7) as limited partners of Altamir Amboise, by APSA, SNC, and French citizens who own shares of APSA, including Maurice Tchénio, and funds managed by subsidiaries of Fidelity International Limited and FMR Corp. (collectively) (up to and including 5.65% of the equity and voting interests); (8) by MobSat Management (up to and including 9.3% of the equity and voting interests); (9) through MobSat Management, by MobSat Gérance, Mr. Michael Collins, Apax France, APSA, APSA's named shareholders and their controlling interest holders, including Maurice Tchénio (collectively) (up to and including 9.3% of the voting interests); (10) by the named foreign individuals who hold shares of MobSat Management (collectively) (up to and including 5.59% of the equity and voting interests); (11) by API V and Summer Street (individually) (up to and including 15.4% of the equity and voting interests); (12) through API V, by Apax Satellite LLC (up to and including a less-than-one percent equity and 15.4% voting interest); (13) through API V and Apax Satellite LLC, by SCV (individually) and its limited partners (collectively) (up to and including a less-than-one percent equity interest); (14) through API V and Apax Satellite LLC, by APSA (individually) and its named direct and indirect shareholders, including Maurice Tchénio (collectively) (up to and including a 15.4% voting interest); (15) by the GEAM International foreign limited partners identified in the record (collectively, up to and including 5.21% of the equity and voting interests); (16) by Mr. Bruno Ducharme (up to and including 0.9% of the equity and voting interests); (17) by Mr. Michael Collins (up to and including 1.2% of the equity and voting interests); (18) by the Glenridge Trust and Mr. Michael Collins and Ms. Gwendoline Collins, as trustees (individually, up to and including 1.2% of the equity and voting interests); and (19) by the Glenridge Trust beneficiaries (individually or collectively, up to and including 1.2% of the equity interests); and (20) by Mr. Maurice Tchénio (individually, up to and including 96.7% of the voting interests).

13. Vizada Services and Vizada Inc. may accept up to and including an additional aggregate 25 percent indirect foreign equity and/or voting interests from these foreign investors and other foreign investors without seeking prior Commission approval under section 310(b)(4) subject to two conditions. First, for purposes of calculating the aggregate 25 percent amount, Vizada Services and Vizada Inc. shall include all equity and voting interests held by foreign investors of Altamir Amboise, with the exception of the limited partnership interests approved in the foregoing paragraph and the foreign equity and voting

[45] The record in this proceeding indicates that changes in Vizada Inc.'s foreign ownership since issuance of its initial ruling in 2007 may have exceeded the parameters of that ruling. *See 2007 Ruling*, 22 FCC Rcd at 9330-31.

interests held in GE (in the aggregate, 15.47% equity and 17.01% voting).[46] Second, Vizada Services and Vizada Inc. shall seek prior approval before any foreign individual or entity, with the exception of the specific interests approved in paragraph 12 above, acquires individually an indirect equity and/or voting interest in Vizada Services or Vizada Inc. that exceeds 25 percent. We emphasize that, as Commission licensees, Vizada Services and Vizada Inc. have an affirmative duty to continue to monitor their foreign equity and voting interests and to calculate these interests consistent with the attribution principles enunciated by the Commission.[47]

14. In accordance with the request of the Executive Branch Agencies, in the absence of any objection from Vizada Services and Vizada Inc., and given the discussion above, we grant the Petition to Adopt Conditions filed by the Executive Branch Agencies and condition our grant of Vizada Services' and Vizada Inc.'s section 310(b)(4) petitions for declaratory ruling on the agreement of Vizada Services, Vizada Services Holding, Inc., Vizada, Inc., Marlink, Inc., Vizada Secure Services, Inc., Mobsat US, Vizada AS, and MobSat Norway to abide by the commitments set forth in the Executive Branch Agreement and the Amendments to that agreement. We include the Petition to Adopt Conditions and the Executive Branch Agreement, as amended, as Appendix C to this *Order and Declaratory Ruling*.[48]

IV. ORDERING CLAUSES

15. Accordingly, IT IS ORDERED that, pursuant to sections 4(i) and (j), and 310(b)(4) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 154(j), 310(b)(4), and section 1.2 of the Commission's rules, 47 C.F.R. § 1.2, the Petitions for Declaratory Ruling filed by VIZADA Services LLC and Vizada, Inc. ARE GRANTED to the extent specified in this *Order and Declaratory Ruling*.

16. IT IS FURTHER ORDERED that, pursuant to sections 4(i) and (j), and 310(b)(4) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 154(j), 310(b)(4), the Petition to Adopt Conditions to Authorizations and Licenses filed by the Department of Justice, including the Federal Bureau of Investigation, and the Department of Homeland Security on January 9, 2009, IS GRANTED. Grant of the Petitions for Declaratory Ruling IS CONDITIONED UPON compliance with the

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[46] As explained in Appendix B, the record does not contain sufficient information as to the citizenship or principal place of business of investors that hold indirectly, through Altamir Amboise and GE, 15.47% of the equity and 17.01% of the voting interests in Petitioners' U.S. parent, Mobsat US. This ruling therefore requires Petitioners to count these interests as part of the 25% aggregate amount that we allow for unidentified foreign equity and voting interests. As a result, Petitioners may accept only an additional 9.53% equity interests (25.00% - 15.47%) and 7.99% voting interests (25.00% - 17.01%) from the foreign investors specifically approved in paragraph 12 and from other foreign investors. We caution Petitioners that, to the extent an approved foreign limited partner of Altamir Amboise sells any portion of its interest in that fund, or purchases additional interests, the percentage interest bought or sold must be included in the aggregate 25% amount provided in this ruling for additional indirect foreign investment.

[47] *Mobile Satellite Ventures Subsidiary LLC and SkyTerra Communications Inc., Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act, as Amended, File No. ISP-PDR-20070314-0004, Harbinger Capital Partners Master Fund I, Ltd. and Harbinger Capital Partners Special Situations Fund, L.P., Petition for Expedited Action for Declaratory Ruling Under Section 310(b) of the Communications Act, as Amended, File No. ISP-PDR-20080111-00001,* Order and Declaratory Ruling, FCC 08-77, 23 FCC Rcd 4436, 4443, ¶ 16 (2008); *Verizon Communications, Inc., Transferor and America Móvil, S.A., DE C.V., Transferee, Application for Authority to Transfer Control of Telecomunicaciones de Puerto Rico, Inc. (TELPRI)*, WT Docket No. 06-113, Memorandum Opinion and Order and Declaratory Ruling, FCC 07-43, 22 FCC Rcd 6195, 6225, ¶ 68 (2007).

[48] A copy of the Petition to Adopt Conditions and the Executive Branch Agreement, as amended, may be viewed on the FCC website through the International Bureau Filing System (IBFS) by searching for ISP-PDR-20060804-00010 and ISP-PDR-20080501-00011 and accessing "Other filings related to this application" from the Document Viewing area. IBFS may be accessed at http://licensing.fcc.gov/myibfs/.

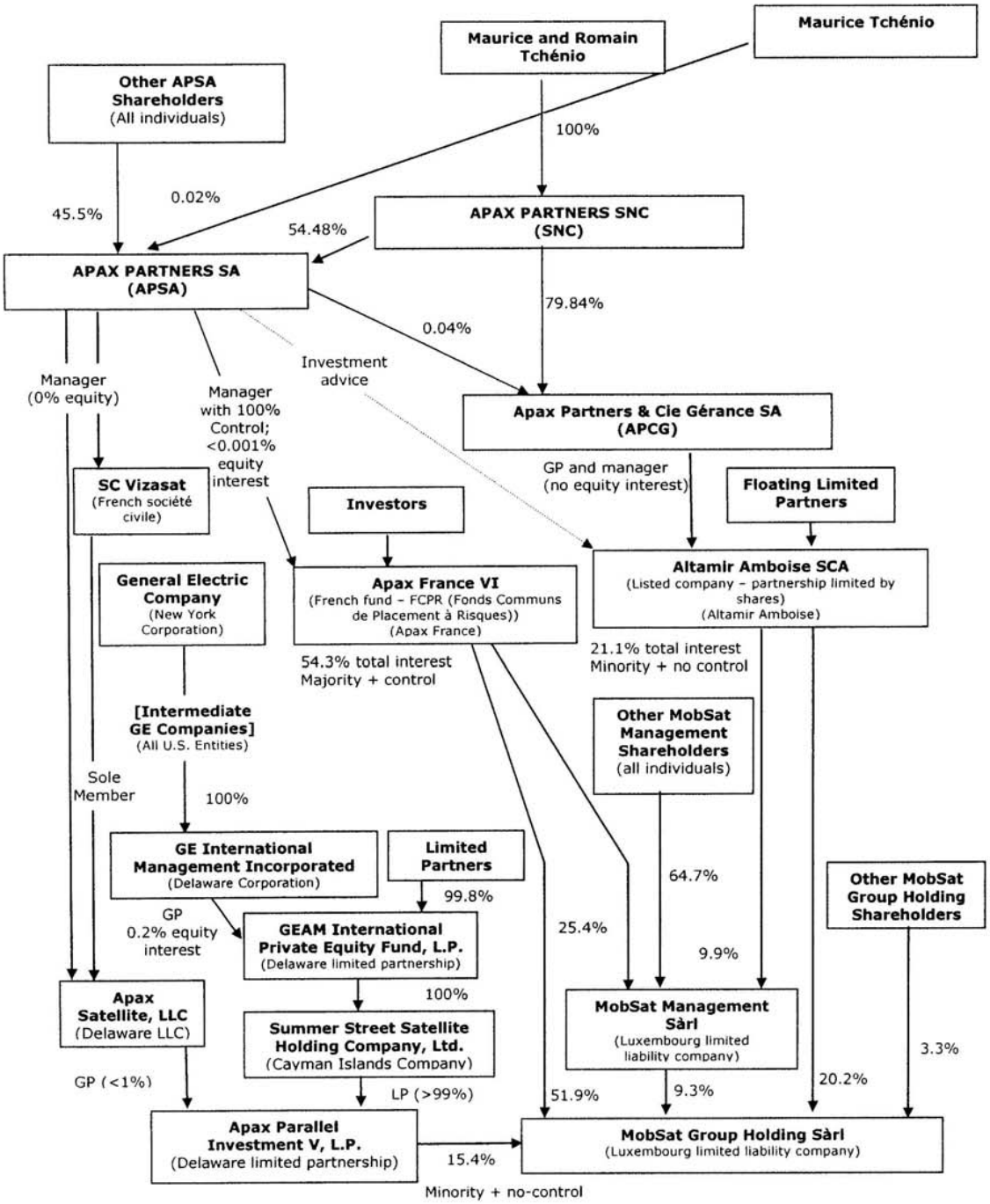
commitments set forth in the Executive Branch Agreement and the Amendments to that agreement, attached to this *Order and Declaratory Ruling* as Appendix C.

17. This *Order and Declaratory Ruling* is issued pursuant to authority delegated to the International Bureau by section 0.261 of the Commission's rules, 47 C.F.R. § 0.261, and is effective upon release. Petitions for reconsideration under section 1.106 or applications for review under section 1.115 of the Commission's rules, 47 C.F.R. §§ 1.106, 1.115, may be filed within thirty days of the date of public notice of this *Order and Declaratory Ruling*. *See* 47 C.F.R. § 1.4(b)(2).

Federal Communications Commission

Mindel De La Torre
Chief, International Bureau

Appendix A:



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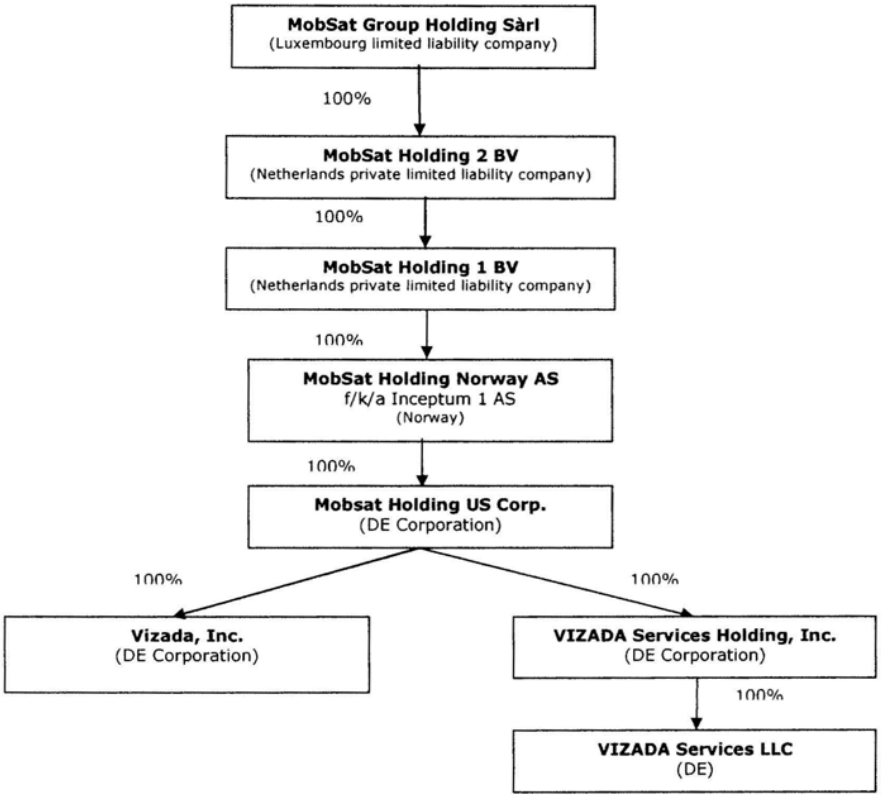
Appendix A (continued):



Appendix B: Summary of Analysis

I. SECTION 310(B)(4) ANALYSIS

1. We evaluate in this Appendix the foreign ownership interests held in Mobsat Holding US Corp. ("Mobsat US"), the U.S. parent company of VIZADA Services LLC ("Vizada Services") and its affiliate, Vizada, Inc. ("Vizada Inc." and, together with Vizada Services, the "Petitioners"), pursuant to section 310(b)(4) of the Act.[1] We calculate below the percentage of foreign equity and voting interests held in Mobsat US by and through numerous foreign-organized holding companies and investing funds. We then examine whether these foreign equity and voting interests are properly ascribed to individuals who are citizens of, or entities that have their principal places of business in, WTO Member countries.

2. Foreign Equity and Voting Interests Held by the Vizada Holding Companies: Vizada Services and Vizada Inc. are organized in Delaware as wholly-owned subsidiaries of Mobsat US.[2] Mobsat US is also organized in Delaware and is, in turn, a direct, wholly-owned subsidiary of MobSat Holding Norway AS ("MobSat Norway"), a Norwegian company.[3] MobSat Norway is wholly owned by MobSat Holding 1 BV which is, in turn, wholly owned by MobSat Holding 2 BV, both of which are organized in the Netherlands. MobSat Holding 2 BV is wholly owned by MobSat Group Holding Sàrl ("MobSat Group"), a Luxembourg company.

3. We attribute to each of the foreign-organized holding companies named above in paragraph 2 (collectively, the "Vizada Holding Companies") a 100 percent equity and voting interest in Mobsat US. We also find that each of the Vizada Holding Companies has its principal place of business in France, which is a WTO Member country.[4] Accordingly, we find that these indirect foreign equity and voting interests in Mobsat US are properly ascribed to a WTO Member country for purposes of our public

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[1] The methodology that we use to calculate foreign equity and voting interests in common carrier licensees under section 310(b)(4) of the Act is explained in the *Foreign Ownership Guidelines*, 19 FCC Rcd 22612, 22624-22631 (Int'l Bur. 2004), Erratum, 21 FCC Rcd 6484 (Int'l Bur. 2006). We recommend use of the two-page ownership diagram in Appendix A to this *Order and Declaratory Ruling* as a roadmap for our section 310(b)(4) analysis of the foreign ownership interests held in Mobsat US. The ownership diagram also appears in the record as Appendix A to the Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for Vizada, Inc. and VIZADA Services LLC, to Marlene H. Dortch, Secretary, FCC (dated Sept. 29, 2009) ("September 29, 2009 Letter").

[2] Mobsat US wholly owns Vizada Services through an intermediate subsidiary, VIZADA Services Holding, Inc., which is also organized in Delaware. *See* September 29, 2009 Letter, Appendix A; *see also supra* Appendix A.

[3] MobSat Norway was formerly named Inceptum 1 AS. *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for VIZADA Services LLC, to Marlene H. Dortch, Secretary, FCC at 2 (dated Feb. 13, 2008) ("February 13, 2008 Letter").

[4] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for Inceptum 1 AS and MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC (dated Mar. 12, 2007) ("March 12, 2007 Letter"), Annex 3. We determine a foreign entity's principal place of business under section 310(b)(4) by identifying and balancing the following factors: (1) the country of a foreign entity's incorporation, organization or charter; (2) the nationality of all investment principals, officers, and directors; (3) the country in which the world headquarters is located; (4) the country in which the majority of the tangible property, including production, transmission billing, information, and control facilities, is located; and (5) the country from which the foreign entity derives the greatest sales and revenues from its operations. *Foreign Participation Order*, 12 FCC Rcd at 23941, ¶ 116 (citing *Market Entry and Regulation of Foreign-Affiliated Entities*, Report and Order, 11 FCC Rcd 3873, 3951, ¶ 207 (1995)). Although the Vizada Holding Companies are organized and headquartered in WTO Member countries other than France (specifically, Norway, Luxembourg and the Netherlands), they are ultimately controlled by Mr. Maurice Tchénio, a citizen of France, and other French citizens participate on their boards of directors. The majority of the indirect equity investment in the Vizada Holding Companies flows from two investment funds ─ Apax France and Altamir Amboise ─ that are organized and principally conduct business in France. *See infra* ¶¶ 4-10; *see also* March 12 Letter, Annex 3. In addition, the Vizada Holding Companies have no tangible property, sales or revenue. Thus, on balance, we find that the Vizada Holding Companies have their principal place of business in France.

interest analysis under section 310(b)(4) and the Commission's foreign ownership policies for common carrier licensees.

4. Foreign Equity and Voting Interests Held By and Through Apax France: Apax France VI FCPR ("Apax France") holds directly 51.9 percent of the equity and voting interests in MobSat Group, which, as noted, holds indirectly 100 percent of the equity and voting interests in Mobsat US.[5] Apax France holds indirectly an additional 2.4 percent equity and voting interest in MobSat Group through Apax France's 25.4 percent ownership interest in MobSat Management Sàrl ("MobSat Management"), which, in turn, holds directly 9.3 percent of the equity and voting interests in MobSat Group (25.4 x 9.3%).[6] Thus, Apax France holds a controlling 54.3 percent equity and voting interest in MobSat Group (51.9% + 2.4%).

5. Apax France is a French-organized *Fonds Commun de Placements a Risques* ("FCPR"), which is the equivalent of a venture capital fund. Apax France is controlled by its investment fund manager, Apax Partners SA ("APSA").[7] APSA's controlling, majority shareholder is Apax Partners SNC ("SNC"), which is, in turn, owned by Maurice and Romain Tchénio, both French citizens. Mr. Maurice Tchénio ultimately controls APSA through his controlling interest in SNC.[8] APSA holds a *de minimis* equity interest in Apax France that rounds to 0.00 percent.[9] Individuals involved in the management of Apax France hold an aggregate 0.89 percent equity interest in Apax France.[10] Investors that are not involved in management hold the remaining (nearly 100%) equity interests in Apax France.[11]

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[5] *See* September 29, 2009 Letter, Appendix A, and *supra* Appendix A.

[6] *Id. See also* September 29, 2009 Letter at 1-2.

[7] *See* March 12, 2007 Letter, Appendix at 2-3. The individuals that have ownership interests in APSA are described variously in the record as "partners" and "shareholders." Because the record indicates that APSA is governed in the manner of a corporation that is controlled by a single shareholder (in this case, Mr. Maurice Tchénio), we treat APSA as the equivalent of a corporation for purposes of our foreign ownership analysis. This approach simplifies our analysis and does not affect the outcome of our review in this case because all of APSA's stakeholders are citizens of WTO Member countries.

[8] Maurice Tchénio and his son Romain Tchénio jointly own 100% of SNC, which, in turn, owns a controlling 54.48% interest in APSA. *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for Vizada, Inc. and VIZADA Services LLC, to Marlene H. Dortch, Secretary, FCC (dated Aug. 13, 2009) ("August 13, 2009 Letter") at 3-4. Applicants represent that Romain Tchénio's ownership interest in SNC is non-controlling, with his voting rights in SNC limited to shareholder decisions to amend the company's articles of association. All other matters are determined by Maurice Tchénio, who is the sole manager of SNC and can be removed from that position only by a unanimous vote of the shareholders (including himself). *See* March 12, 2007 Letter, Appendix at 2-3. Thus, based on the record, we find that Maurice Tchénio controls Apax France through his successive controlling interests in SNC and APSA, which manages Apax France. SNC and APSA are organized under the laws of France. *Id.*, Appendix at 2-5.

[9] *See id.*, Appendix at 2.

[10] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC (dated Mar. 30, 2007) ("March 30, 2007 Letter"), Appendix at 4, n.7. The March 30, 2007 Letter is appended to the May 17, 2007 Letter (corrected copy filed on May 21, 2007).

[11] Petitioners explain that, as a *Fonds Commun de Placements a Risques* ("FCPR"), Apax France is similar to a limited partnership, but it does not have a separate legal personality. It is a co-ownership vehicle with shares held by investors (these shares can be traded), and it is managed by a management company. An FCPR is governed by a principle of separation between the management and the ownership of assets. Petitioners state that, as a consequence, investors are not involved in the management of an FCPR. *See* March 30, 2007 Letter, Appendix at 7-8. In the case at hand, and as noted in the text above, individuals involved in the management of Apax France do (continued….)

6. Consistent with our foreign ownership case precedent, we calculate that Apax France holds indirectly 54.3 percent of the equity and voting interests in Mobsat US.[12] We also calculate that APSA, which controls Apax France, and the named direct and indirect shareholders of APSA in the aggregate, hold indirectly up to a less-than-one percent (rounding to 0.00%) equity interest and a 54.3 percent voting interest in Mobsat US. We also attribute to Maurice Tchénio individually, because he controls Apax France, a 54.3 percent indirect voting interest in Mobsat US. We find that each of these named individuals and entities is a citizen of, or has its principal place of business in, France, the United Kingdom or the United States.[13] Accordingly, we find that these indirect equity and voting interests in Mobsat US are properly ascribed to WTO Member countries for purposes of our public interest analysis under section 310(b)(4) and the Commission's foreign ownership policies for common carrier licensees.

7. We also find that 71.53 percent of the equity interests in Apax France are held by passive foreign investors, all of which are citizens of, or have their principal places of business in, WTO Member countries.[14] Consistent with our foreign ownership case precedent, we apply the multiplier to calculate the percentage of indirect foreign equity that is held in Mobsat US through Apax France.[15] Thus, we calculate that foreign investors from WTO Member countries will hold indirectly up to 38.84 percent of the equity interests in Mobsat US (71.53% x 54.3%). Consistent with our foreign ownership case precedent, we also calculate a voting interest for these passive foreign investors.[16] Because Apax France holds a controlling interest in MobSat Group and, in turn, in Mobsat US, we do not apply the multiplier to calculate the voting interest held indirectly in Mobsat US by Apax France's passive foreign investors. We attribute to them an indirect 71.53 percent voting interest in Mobsat US (71.53% x 100%). We find that the remaining 28.47 percent equity interest held by passive investors in Apax France is properly ascribed to U.S. citizens and to entities that are both organized and have their principal places of business

(Continued from previous page)
hold an aggregate 0.89% equity interest in Apax France, and its management company, APSA, holds a *de minimis* equity interest that rounds to 0.00%. We include the 0.89% equity interest in our calculation of passive foreign investment in Apax France in order to simply our calculations. *See infra* ¶ 7.

[12] For purposes of our foreign ownership analysis, all equity and voting interests held directly in MobSat Group by foreign citizens or entities flow through in their entirety to Mobsat US because MobSat Group holds indirectly 100% of the equity and voting interests in Mobsat US. For the same reason, all foreign equity and voting interests held indirectly in MobSat Group as a result of foreign investment in its direct shareholders flow through in their entirety to Mobsat US.

[13] See March 12, 2007 Letter, Annex 3. *See also id.*, Appendix at 3-4 (providing citizenship of SNC and other APSA shareholders).

[14] *See* March 30, 2007 Letter, Appendix at 2-5. Petitioners represent that, other than APSA, whose interest rounds to 0.00%, the Apax France investors consist of: (1) U.S.-organized banks, insurance companies, and foundations/endowments (2.55%); (2) foreign-organized banks, insurance companies, and foundations/endowments (17.54%) (Finland, France, Norway, Sweden, Switzerland); (3) private equity funds and investment managers organized and having their principal places of business in the United States (8.19%); (4) private equity funds and investment managers organized or having their principal places of business in a foreign country (19.26%) (France, Luxembourg, Singapore, Switzerland, United Kingdom); (5) U.S.-organized pension funds (16.94%); (6) foreign-organized pension funds (25.56%) (Canada, Netherlands, United Kingdom); (7) U.S. private investment company (0.79%); (8) foreign private investment companies (7.27%) (Canada, France, Luxembourg, Switzerland, United Kingdom); and (9) foreign citizens and family trusts (1.90%) (France, United Kingdom). *See id.*

[15] That is, we calculate the foreign equity interests held in Mobsat US as a result of foreign investment in Apax France by multiplying the percentage of foreign equity in Apax France (71.53%) by the percentage of Apax France's equity interest in MobSat Group (54.3%). The resulting product is 38.84% (71.53% x 54.3% = 38.84%), which flows through in its entirety to Mobsat US. *See supra* n.12.

[16] *See Foreign Ownership Guidelines*, 19 FCC Rcd at 22628.

in the United States. Thus, we find that U.S. investors hold, through Apax France, up to an indirect 15.46 percent equity interest (28.47% x 54.3%) and 28.47% voting interest (28.47% x 100%) in Mobsat US.

8. Foreign Equity and Voting Interests Held By and Through Altamir Amboise: We next analyze the foreign equity and voting interests that are held indirectly in Mobsat US by and through Altamir Amboise SCA ("Altamir Amboise"). Altamir Amboise is organized in France as a *Société en Commandite par Actions*, the equivalent of a limited partnership, and its limited partnership interests trade publicly in France on the Euronext exchange.[17] Altamir Amboise holds directly 20.2 percent of the equity and voting interests in MobSat Group, which, as noted, holds indirectly 100 percent of the equity and voting interests in Mobsat US.[18] Altamir Amboise holds indirectly an additional 0.92 percent equity and voting interest in MobSat Group through Altamir Amboise's 9.9 percent ownership interest in MobSat Management, which, in turn, holds directly 9.3 percent of the equity and voting interests in MobSat Group (9.9% x 9.3%).[19] Thus, Altamir Amboise holds a total 21.12 percent equity and voting interest in MobSat Group (20.2% + 0.92%). Altamir Amboise is controlled by its general partner and manager, APCG, which is organized in France. Petitioners represent that Maurice Tchénio ultimately controls APCG, which has no equity interest in Altamir Amboise.[20] All equity investment in Altamir Amboise is held in the form of limited partnership interests.[21]

9. Consistent with our foreign ownership case precedent, we calculate that Altamir Amboise holds indirectly 21.12 percent of the equity and voting interests in Mobsat US.[22] We also calculate that Altamir Amboise's general partner, APCG, and its named direct and indirect shareholders in the aggregate, hold indirectly 21.12 percent voting interest in Mobsat US. We also attribute to Maurice Tchénio individually, because he controls Altamir Amboise, a 21.12 percent indirect voting interest in Mobsat US. We find that Altamir Amboise and APCG principally conduct business in France.[23] We also

[17] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC (dated May 17, 2007) ("May 17, 2007 Letter"), at 6 (corrected copy filed on May 21, 2007).

[18] *See* September 29, 2009 Letter, Appendix A, and *supra* Appendix A.

[19] *Id. See also* September 29, 2009 Letter at 1-2.

[20] *See* September 29, 2009 Letter, Appendix A, and *supra* Appendix A. *See also* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for Inceptum 1 AS and MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC at 2 (dated June 26, 2007) ("June 26, 2007 Letter").

[21] *See* June 26, 2007 Letter at 2. According to the Petitioners, limited partners of Altamir Amboise have no control over or right to control the management or voting of shares that it holds in MobSat Group. *See* Vizada Services Petition at 2-3; May 17, 2007 Letter at 6 (corrected copy filed on May 21, 2007). We note that Maurice Tchénio, who controls Altamir Amboise, holds limited partnership interests in Altamir Amboise through his ownership interests in APSA and SNC. *See infra* n.26 and accompanying text. We include Mr. Tchénio's equity interest in Altamir Amboise in our calculation of the fund's passive foreign investment in order to simplify our calculations. *See infra* ¶ 10.

[22] For purposes of our foreign ownership analysis, all equity and voting interests held directly in MobSat Group by foreign citizens or entities flow through in their entirety to Mobsat US because MobSat Group holds indirectly 100% of the equity and voting interests in Mobsat US. For the same reason, all foreign equity and voting interests held indirectly in MobSat Group as a result of foreign investment in its direct shareholders flow through in their entirety to Mobsat US.

[23] A principal place of business showing for Altamir Amboise and APCG is contained in the March 12, 2007 Letter, Annex 3 at 2-3. Altamir Amboise is the surviving entity of a merger between Amboise Investissement SCA and Altamir & Cie SCA, which, prior to their merger effective June 4, 2007, held separate interests in MobSat Group. *See* June 26, 2007 Letter at 1-2. We find no basis to conclude that the merger resulted in a change in the principal place of business of the merged entity. *See id.*

find that all of APCG's shareholders are citizens of, or have their principal places of business in, France, the United Kingdom or the United States.[24] We therefore find that these indirect voting interests in Mobsat US are properly ascribed to WTO Member countries for purposes of our public interest analysis under section 310(b)(4) and the Commission's foreign ownership policies for common carrier licensees.

10. As noted above, shares of Altamir Amboise are publicly traded in France on the Euronext exchange. The Petitioners have determined that funds managed by subsidiaries of Fidelity International Limited and FMR Corp. (better known as Fidelity Investments) hold collectively 4.38 percent of the limited partnership interests in Altamir Amboise.[25] The Petitioners also state that APSA, SNC, and French citizens who own shares of APSA collectively hold 22.35 percent of the limited partnership interests in Altamir Amboise.[26] We find it reasonable to conclude on the basis of this information that investors with a principal place of business in the United States or other WTO Member countries hold at least 26.73 percent of the equity investment in Altamir Amboise (4.38% + 22.35%). Applying the multiplier, this amount represents a 5.65 percent equity and voting interest in Mobsat US through Altamir Amboise (26.73% x 21.12%). The record does not support further conclusions about the limited partner investment in Altamir Amboise without additional information from the Petitioners, such as the results of a survey of Altamir Amboise's limited partners with citizenship and principal place of business showings for the limited partners that it surveyed. Accordingly, consistent with our foreign ownership case precedent, we treat as non-WTO investment 73.27 percent of the equity and voting interests in Altamir Amboise (100% - 26.73%), which amounts to an indirect 15.47 percent equity and voting interest in Mobsat US (73.27% x 21.12%). Thus, for purposes of our public interest analysis under section 310(b)(4) of the Act and the Commission's foreign ownership policies adopted in the *Foreign Participation Order*, we treat as non-WTO investment 15.47 percent indirect equity and voting interests held indirectly in Mobsat US by foreign limited partners of Altamir Amboise.

11. Foreign Equity and Voting Interests Held By and Through MobSat Management: We next analyze the foreign equity and voting interests that are held indirectly in Mobsat US by and through MobSat Management. MobSat Management holds directly 9.3 percent of the equity and voting interests in MobSat Group, which, as noted, holds indirectly 100 percent of the equity and voting interests in Mobsat US.[27] MobSat Management is a *société a responsabilité limitée* (the equivalent of a limited liability company) organized under Luxembourg law as an investment vehicle for certain individuals

[24] A principal place of business showing for each entity that holds a direct or indirect ownership interest in APCG, as illustrated in the ownership chart in Appendix A of this *Order and Declaratory Ruling*, is contained in the March 12, 2007 Letter, Annex 3 at 2-4. The March 12, 2007 Letter also lists the individuals who have a direct or indirect ownership interest in APCG. All of these individuals are citizens of France, the United Kingdom, or the United States. *See id*., Appendix at 3-5.

[25] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for VIZADA Services LLC, to Marlene H. Dortch, Secretary, FCC (dated June 3, 2008) ("June 3, 2008 Letter") at 2. We find on the basis of publicly available information that the Fidelity Investment interests in Altamir Amboise are properly ascribed to the United States or another WTO Member country. *See* http://www.sec.gov/Archives/edgar/data/315066/000031506607002611/0000315066-07-002611.txt. *See also* March 30, 2007 Letter, Appendix at 6-7. In the absence of additional information with regard to the place of organization of the Fidelity funds, or the number of foreign investors in the funds, we consider the Fidelity funds to be foreign investors, albeit with a principal place of business in the United States or another WTO Member country.

[26] *See* September 29, 2009 Letter at 2. This total includes limited partnership interests held by APSA (0.62%), SNC (19.26%), and French citizens who are shareholders of APSA (2.47%). *Id*. at 2 n.2. APSA and SNC each has its principal place of business in France. *See* September 29, 2009 Letter at 2. *See also supra* ¶ 6.

[27] *See* September 29, 2009 Letter, Appendix A, and *supra* Appendix A.

involved in the management of the Petitioners and affiliated companies.[28] As of September 29, 2009, 64.70 percent of the equity and voting interests in MobSat Management have been distributed to citizens of the United States (4.56%) or another WTO Member country, specifically, Belgium, Canada, France, the Netherlands, Norway, Sweden, and the United Kingdom (in the aggregate, 60.14%).[29] The remaining ownership interests in MobSat Management are held by Apax France (25.4%) and Altamir Amboise (9.9%).[30] Petitioners state that MobSat Management is managed – which we understand to mean controlled – by MobSat Gérance Sàrl ("MobSat Gérance"). MobSat Gérance is organized in Luxembourg in a form equivalent to a limited liability company. Apax France owns 72 percent of MobSat Gérance, and Altamir Amboise owns the remaining 28 percent. MobSat Gérance can be removed as the manager of MobSat Management only by a unanimous vote of its shareholders.[31] Mr. Michael Collins, a U.K. citizen, is the sole manager of MobSat Gérance.[32]

12. Consistent with our foreign ownership case precedent, we calculate that MobSat Management holds indirectly 9.3 percent of the equity and voting interests in Mobsat US.[33] We attribute to the foreign individuals who hold shares in MobSat Management a 5.59 percent indirect equity and voting interest in Mobsat US.[34] As noted above, each of these individuals is a citizen of a WTO Member country. We also attribute the 9.3 percent voting interest that MobSat Management holds indirectly in Mobsat US to Mobsat Management's manager, Mobsat Gérance, and to the individuals and entities that directly or indirectly control MobSat Gérance.[35] Specifically, we attribute a 9.3 percent indirect voting

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[28] *See* May 1, 2008 Letter at 1-2; February 13, 2008 Letter at 2-3; Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC at 3 (dated Oct. 5, 2007) ("October 5, 2007 Letter") at 2-3.

[29] *See* September 29, 2009 Letter at 1-2; August 13, 2009 Letter at 1-2.

[30] *See* September 29, 2009 Letter at 1-2.

[31] October 5, 2007 Letter at 3.

[32] *Id.* For purposes of calculating indirect foreign voting interests in Mobsat US, we include Mr. Collins as one of several parties that hold a controlling interest in MobSat Management. *See infra* ¶ 12.

[33] For purposes of our foreign ownership analysis, all equity and voting interests held directly in MobSat Group by foreign citizens or by entities organized in foreign countries flow through in their entirety to Mobsat US because MobSat Group holds indirectly 100% of the equity and voting interests in Mobsat US. For the same reason, all foreign equity and voting interests held indirectly in MobSat Group as a result of foreign investment in its direct shareholders flow through in their entirety to Mobsat US.

[34] As discussed above (at ¶ 11), these foreign individuals hold 60.14% of MobSat Management's equity and voting interests. Using the multiplier, we find that these foreign individuals hold indirectly 5.59% equity and voting interest in Mobsat US through MobSat Management's interest in MobSat US (60.14% x 9.3% = 5.59%). As discussed previously, we have attributed to Apax France an additional 2.4% indirect equity and voting interest in Mobsat US as a result of Apax France's 25.4% ownership interest in MobSat Management (25.4% x 9.3% = 2.4%). *See supra* ¶¶ 4, 6. We also have attributed to Altamir Amboise an additional 0.92% indirect equity and voting interest in Mobsat US as a result of Altamir Amboise's 9.9% ownership interest in MobSat Management (9.9% x 9.3% = 0.92%). *See supra* ¶¶ 8-9.

[35] When evaluating foreign voting interests in the U.S. parent company of a common carrier licensee, it is possible that multiple investors will be treated as holding the same voting interest in the U.S. parent where, as in the instant case, the investment is held through multiple intervening holding companies or partnerships. Our purpose in identifying the citizenship of the specific individuals or entities that hold these interests is not to increase the aggregate level of foreign investment, but rather to determine whether any particular foreign interest raises potential risks to competition or other public interest concerns, such as national security or law enforcement concerns. *See Foreign Ownership Guidelines*, 19 FCC Rcd at 22630-31.

interest in Mobsat US to Mr. Michael Collins, Apax France, APSA, APSA's named shareholders and their controlling interest holders (in the aggregate), and Maurice Tchénio, who ultimately controls APSA.[36] We find that MobSat Management and MobSat Gérance each has its principal place of business in Luxembourg or France.[37] We also find that the above-named individuals and entities that hold direct or indirect controlling interests in MobSat Management are citizens of, or have their principal places of business in, France, the United Kingdom or the United States.[38] Accordingly, we find that the equity and voting interests held indirectly in Mobsat US by and through MobSat Management are properly ascribed to WTO Member countries for purposes of our public interest analysis under section 310(b)(4) and the Commission's foreign ownership policies for common carrier licensees.

13. Foreign Equity and Voting Interests Held Through API V. We next analyze the foreign equity and voting interests that are held indirectly in Mobsat US through API V, a Delaware limited partnership. API V holds directly 15.4 percent of the equity and voting interests in MobSat Group, which, as noted, holds indirectly 100 percent of the equity and voting interests in Mobsat US.[39] The general partner of API V is Apax Satellite, LLC ("Apax Satellite"), a Delaware limited liability company that holds a less-than-one percent equity interest in API V.[40] Petitioners state that Apax Satellite is managed and controlled by APSA.[41] The sole member of Apax Satellite, LLC is Société Civile Vizasat ("SCV"), which is organized in France and comparable to a partnership under U.S. law.[42] SCV is owned by managers and employees of APSA, all of whom are citizens of WTO Member countries.[43] The remaining equity interests in API V are held by its sole limited partner, Summer Street Satellite Holding Company, Ltd. ("Summer Street"). Summer Street is organized in the Cayman Islands and is wholly

[36] As discussed *supra* ¶¶ 4 and 6, and n.34, we have attributed to Apax France a 2.4% voting interest, out of the total 9.3% voting interest, held indirectly in Mobsat US by MobSat Management as a result of Apax France's 25.4% ownership interest in MobSat Management (25.4% x 9.3% = 2.4%). We here find that the entire 9.3% voting interest held indirectly in Mobsat US by MobSat Management is properly attributed to Apax France and its controlling interest holders because we find on this record that Apax France has a controlling interest in MobSat Management: Apax France has a majority ownership interest in MobSat Management's sole manager, MobSat Gérance, and Apax France has the right to block removal of MobSat Gérance as sole manager of MobSat Management. *See supra* ¶ 11. We have also attributed to Altamir Amboise an additional 0.92% indirect equity and voting interest in Mobsat US as a result of Altamir Amboise's 9.9% ownership interest in MobSat Management (9.9% x 9.3% = 1.09%). *See supra* ¶¶ 8-9 and n.34. Because Altamir Amboise also holds a non-controlling 28% ownership stake in Mobsat Gérance, Altamir Amboise technically holds an additional 2.6% indirect voting interest in Mobsat US through MobSat Gérance's controlling interest in MobSat Management (28% x 100% x 9.3% = 2.6%). For purposes of simplifying our declaratory ruling, however, we will not add this additional 2.6% voting interest to the total voting interest that we attribute individually to Altamir Amboise. Instead, we approve it as part of the total 9.3% voting interest held indirectly in Mobsat US by Mobsat Gérance and its controlling interest holders (including Maurice Tchénio who also ultimately controls Altamir Amboise).

[37] *See* February 13, 2008 Letter at 3; October 5, 2007 Letter at 3.

[38] *See also supra* ¶¶ 5-6.

[39] *See* September 29, 2009 Letter, Appendix A, and *supra* Appendix A.

[40] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC at 2 (dated Apr. 30 2007) ("April 30, 2007 Letter"). We round this interest to 0.00% in order to simplify our calculations.

[41] *See* August 13, 2009 Letter at 2-3.

[42] *Id.*

[43] *Id.*

owned by GEAM International Private Equity Fund, L.P. ("GEAM International"), a Delaware limited partnership.[44]

14. GEAM International is a private equity fund that is sponsored by GE Asset Management.[45] The general partner of GEAM International is GE International Management Incorporated ("GEIM"), a Delaware corporation. GEIM is an indirect wholly-owned subsidiary of the General Electric Company ("GE"), a New York corporation.[46] Shares of GE are widely held and publicly traded. Based on periodic surveys, GE estimates its total foreign ownership is 10 percent or less.[47] GEIM holds a 0.2 percent general partnership interest in GEAM International. The remaining equity investment in GEAM International is held by its limited partners.[48]

15. Consistent with our foreign ownership case precedent, we attribute to API V and to Summer Street a 15.4 percent indirect equity and voting interest in Mobsat US.[49] The record supports a finding that foreign-organized Summer Street, like its U.S.-organized direct and indirect controlling interest holders (GEAM International, GEIM, and their ultimate parent company, GE) has its principal place of business in the United States.[50] Based on the record, we find that U.S.-organized API V is properly considered to have its principal place of business in France or the United States.[51] We therefore find that the 15.4 percent indirect equity and voting interests attributed to each of API V and Summer Street are properly ascribed to WTO Member countries for purposes of our public interest analysis under section 310(b)(4) and the Commission's foreign ownership policies for common carrier licensees.

16. We also attribute a less-than-one percent (rounding to 0.00%) indirect equity interest in Mobsat US to Apax Satellite (which holds a less-than-one percent equity interest in API V) and, in turn,

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[44] *See* April 30 Letter, 2007 at 2.

[45] *See* Letter from Peter A. Rohrbach and Karis A. Hastings, Counsel for MobSat S.A.S., to Marlene H. Dortch, Secretary, FCC at 2 (dated Apr. 16, 2007) ("April 16, 2007 Letter").

[46] All entities in the vertical chain of ownership between GEIM and GE are organized in the United States. *See* September 29, 2009 Letter, Appendix A, and *supra* Appendix A.

[47] *See* April 16, 2007 Letter, at 2; s*ee also* April 30, 2007 Letter at 2.

[48] *See* April 16, 2007 Letter.

[49] For purposes of our foreign ownership analysis, all foreign equity and voting interests held directly in MobSat Group flow through in their entirety to Mobsat US because MobSat Group holds indirectly 100% of the equity and voting interests in Mobsat US. For the same reason, all foreign equity and voting interests held indirectly in MobSat Group as a result of foreign investment in its direct shareholders flow through in their entirety to Mobsat US. As noted above, API V holds 15.4 of the equity and voting interests in MobSat Group. Summer Street owns nearly 100% of the equity interests in API V with the remaining equity interests held by its general partner, Apax Satellite. To simplify our analysis, we treat Summer Street's equity interest in API V as 100%. Although Summer Street holds its equity interest in API V in the form of limited partnership interests, we attribute to Summer Street an indirect voting interest in Mobsat US that is equal to its indirect equity interest in Mobsat US. *See Foreign Ownership Guidelines*, 19 FCC Rcd at 22628.

[50] Summer Street has no officers and its sole director is a U.S. citizen employed by GE Asset Management, Inc. Summer Street is an intermediate holding company for the GEAM International investment and has no other material property or assets. *See* April 30, 2007 Letter at 2. *See also id.* at 2-3 (providing a principal place of business showing for GE).

[51] Although API V and its general partner Apax Satellite are organized in Delaware, they are ultimately controlled by APSA, which we have found to have its principal place of business in France. *See* March 12, 2007 Letter, Annex 3 at 2. *See also supra* ¶ 6. API V has been established solely as an intermediate holding company for the GEAM International investment and has no other material property or assets. *See* April 30, 2007 Letter at 2.

to SCV (which is the sole member of Apax Satellite) and SCV's limited partners (collectively). We attribute a 15.4 percent indirect voting interest in Mobsat US to Apax Satellite (the general partner of API V), to APSA (which manages and controls Apax Satellite); and to the named direct and indirect shareholders of APSA (in the aggregate). We also attribute to Maurice Tchénio individually, because he ultimately controls APSA, a 15.4 percent indirect voting interest in Mobsat US. We find that U.S.-organized Apax Satellite is properly considered to have its principal place of business in France or the United States.[52] We find that SCV has its principal place of business in France and that all of its limited partners are citizens of the United States and other WTO Member countries (specifically, France and Switzerland).[53] We also find that APSA, its named shareholders, and their controlling interest holders (specifically, Maurice Tchénio) are citizens of, or have their principal places of business in, France, the United Kingdom or the United States.[54] Accordingly, we find that these indirect equity and voting interests in Mobsat US are properly ascribed to WTO Member countries for purposes of our public interest analysis under section 310(b)(4) and the Commission's foreign ownership policies for common carrier licensees.

17. GEAM International's limited partners hold 99.8 percent of its equity interests.[55] Foreign limited partners of GEAM International hold 33.88 percent of its equity interests.[56] We attribute to GEAM International 15.4 percent of the indirect equity and voting interests in Mobsat US.[57] We therefore calculate that GEAM International's foreign limited partners hold indirectly 33.81 percent of the equity and voting interests in GEAM International (99.8% x 33.88%) and, in turn, 5.21 percent of the equity and voting interests in Mobsat US (33.81% x 15.4%). We find that all of these indirect foreign equity and voting interests are properly ascribed to WTO Member countries for purposes of our public interest analysis under section 310(b)(4) and the Commission's foreign ownership policies for common carrier licensees.[58] In addition, because GEIM holds a 0.2 percent general partnership interest (presumably, a controlling interest) in GEAM International, and up to 10 percent of GE's shareholders

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[52] Although it is organized in Delaware, Apax Satellite is wholly owned and controlled by APSA, which we have found to have its principal place of business in France. *See* March 12, 2007 Letter, Annex 3 at 2. *See also supra* ¶ 6. It appears from the record that Apax Satellite has been formed solely to serve as the general partner of API V. As explained *supra* n.51, API V itself has been established solely as an intermediate holding company for the GEAM International investment and has no other material property or assets. *See* April 30, 2007 Letter at 2. Based on this information, we find that U.S.-organized Apax Satellite is properly considered to have its principal place of business in France or the United States.

[53] *See* August 13, 2009 Letter at 3.

[54] *See* March 12, 2007 Letter, Annex 3 at 2-3; *id*., Appendix at 3-4 (providing citizenship of SNC and other APSA shareholders). *See also supra* ¶ 6.

[55] *See* September 29, 2009 Letter, Appendix A, and *supra* Appendix A.

[56] *See* April 16, 2007 Letter at 3.

[57] Because GEAM International wholly owns Summer Street, we calculate that GEAM International, through Summer Street, holds indirectly 15.4% of the equity interests in Mobsat US. Consistent with our foreign ownership case precedent, we also calculate that GEAM International and its foreign limited partners hold indirect voting interests in Mobsat US that are equal to their indirect equity interests in GEAM International. *See Foreign Ownership Guidelines*, 19 FCC Rcd at 22628.

[58] *See* April 16, 2007 Letter at 2-3. Petitioners represent that, other than the 0.2% equity interest held by GEIM, the GEAM International investors consist of: (1) U.S.-organized banks, insurance companies, and foundations/endowments (2.29%); (2) foreign-organized banks, insurance companies, and foundations/endowments (5.72%) (Canada); (3) U.S.-organized pension funds (63.63%); (6) foreign-organized pension funds (28.16%) (Canada, Netherlands). *See id*. at 3.

may be foreign, we calculate that foreign citizens hold indirectly up to an additional 0.003 percent foreign equity interest (10% x 0.2% x 15.4%) and 1.54 percent foreign voting interest (10% x 100% x 15.4%) in Mobsat US.[59] Because the Petitioners have not provided information for the record as to the citizenship of GE's foreign shareholders, we treat these small equity and voting interests as non-WTO investment.

18. Foreign Equity and Voting Interests Held By Other Foreign Investors: The remaining shares of MobSat Group are held by Mr. Bruno Ducharme, a citizen of Canada (0.9 percent equity and voting), Mr. Michael Collins, a citizen of the United Kingdom (1.2 percent equity and voting), and the Glenridge Trust (1.2 percent equity and voting).[60] The Glenridge Trust is an irrevocable family trust established in the United Kingdom of which Mr. Collins and Ms. Gwendoline Collins are trustees. Ms. Collins (like Mr. Collins) is a U.K. citizen as are all trust beneficiaries.[61] We find that the 1.2 percent equity and voting interest held by the Glenridge Trust is also properly attributed to Mr. and Ms. Collins, as trustees. We also attribute the 1.2 percent equity interest held by the trust to the trust beneficiaries. We find that all of these equity and voting interests are properly ascribed to WTO Member countries and flow through in their entirety to Mobsat US.

19. **Summary of Findings.** We attribute to each of the foreign-organized Vizada Holding Companies an indirect 100 percent equity and voting interest in Mobsat US, the U.S. parent company of the Petitioners in this proceeding. We find that the Vizada Holding Companies have their principal places of business in France, which is a WTO Member country. We also find that France is the principal place of business of Apax France and Altamir Amboise, which together hold indirectly, through the Vizada Holding Companies, 75.42 percent of the equity and voting interests in Mobsat US.[62] We find further that France is the principal place of business of the entities that manage or have a direct or indirect controlling interest in Apax France and Altamir Amboise, and that the shareholders of these controlling interest holders are all citizens of France, the United Kingdom, and the United States. Thus, we ascribe to WTO Member countries the 75.42 percent equity and voting interests that are held indirectly in Mobsat US by Apax France and Altamir Amboise, by their foreign-organized controlling interest holders and their shareholders (in the aggregate, up to and including a less-than-one percent, rounding to 0.00%, equity interest and 75.42 percent voting interest), and by Maurice Tchénio, the controlling principal of Apax France and Altamir Amboise (individually, up to and including a 75.42 percent voting interest).

20. We find that France or Luxembourg is the principal place of business of MobSat Management, which holds indirectly, through the Vizada Holding Companies, 9.3 percent of the equity and voting interests in Mobsat US. We find further that the individuals and entities that manage or have a direct or indirect controlling interest in MobSat Management, are citizens of, or have their principal places of business in, France (or Luxembourg, in the case of MobSat Gérance), the United Kingdom, and

[59] Consistent with our foreign ownership case precedent, we do not apply the multiplier for purposes of calculating foreign voting interests held in GEIM International through its general partner, GEIM, or GEIM's controlling interest holder, GE. Because GE holds 100% of GEIM's voting interests, and GEIM, in turn, holds a controlling interest in GEAM International, the 10% foreign voting interest held in GE flows through in its entirety to GEIM International.

[60] Petitioners advise that a French shareholder of Apax France and MobSat Gérance, which manages MobSat Management, have each acquired one share of MobSat Group, representing 0.00013% of its share capital. *See* May 1, 2008 Letter at 2-3. For purposes of our analysis, we round these interests to 0.00%.

[61] *See* February 13, 2008 Letter at 3.

[62] Of the total 75.42% amount, Apax France and Altamir Amboise hold 72.1% in the form of direct ownership interests in MobSat Group (51.9% and 20.2%, respectively), and they hold the remaining 3.32% in the form of indirect ownership interests in MobSat Group (2.4% and 0.92%, respectively) through their ownership interests in MobSat Management. *See supra* ¶¶ 4, 8.

the United States. We also find that foreign individuals to whom shares of MobSat Management have been distributed are citizens of WTO Member countries. We therefore ascribe to WTO Member countries the equity and voting interests held indirectly in Mobsat US by: (a) MobSat Management (9.3 percent equity and voting interests); (b) individuals and entities that manage or have a direct or indirect controlling interest in MobSat Management (collectively), including Maurice Tchénio (individually) (9.3 percent voting interests); and (c) individuals that hold shares of MobSat Management (collectively, 5.59 percent equity and voting interests).

21. We find that U.S.-organized API V and foreign-organized Summer Street are properly considered to have their principal places of business in the United States or France (in the case of API V). Thus, we ascribe to WTO Member countries the equity and voting interests held indirectly in Mobsat US by API V and Summer Street (individually, a 15.4 percent equity and voting interest). We also find that U.S.-organized Apax Satellite, foreign-organized SCV and its limited partners, and foreign-organized APSA and its direct and indirect interest holders, are all citizens of, or have their principal places of business in, France, Switzerland, the United Kingdom, or the United States. We therefore ascribe to WTO Member countries the equity and voting interests held indirectly in Mobsat US by: (a) Apax Satellite (individually, up to and including a less-than-one percent (rounding to 0.00%) equity and 15.4 percent voting interest); (b) SCV (individually) and its limited partners (collectively) (up to and including a less-than-one percent (rounding to 0.00%) equity interest); and (c) APSA (individually) and its named direct and indirect shareholders (collectively) (up to and including a 15.4 percent voting interest); and (d) Maurice Tchénio, the ultimate controlling shareholder of APSA (individually, up to and including a 15.4 percent voting interest).

22. We also ascribe to WTO Member countries the following equity and voting interests that are held directly in MobSat Group by: Mr. Bruno Ducharme (Canada) (0.9 percent equity and voting interest), Mr. Michael Collins (United Kingdom) (1.2 percent equity and voting interest), the Glenridge Trust, and Mr. and Ms. Collins as trustees (the United Kingdom) (1.2 percent equity and voting interest), and the Glenridge Trust beneficiaries (the United Kingdom) (1.2 percent equity interest).

23. We also find it reasonable to conclude that investors from the United States and other WTO Member countries hold indirectly at least 75 percent of the equity and voting interests in Mobsat US as a result of passive equity investment in Apax France, Altamir Amboise, GEAM International (through API V and Summer Street), and shareholdings in MobSat Management. As we have found above, all of the equity investment in Apax France, GEAM International, and MobSat Management is properly ascribed to the United States and other WTO Member countries. Equity investment in Altamir Amboise that is not sufficiently identified for the record, and that we therefore treat as non-WTO investment, constitutes 15.47 percent of the indirect equity and voting interests in Mobsat US. While we have attributed an additional *de minimis* non-WTO equity and voting interest to Mobsat US due to foreign shareholdings in GE, the ultimate parent of GEAM International's general partner, these interests account for only an indirect 0.003 percent equity and 1.54 percent voting interest in Mobsat US. Accordingly, we treat 15.473 percent of the indirect equity interests (15.47% + 0.003%) and 17.01 percent of the indirect voting interests (15.47% + 1.54%) in Mobsat US as non-WTO ownership for purposes of the foreign ownership ruling issued in this *Order and Declaratory Ruling*.[63]

[63] For ease of calculation, we round the 15.473% amount to 15.47% in the Declaratory Ruling portion of this Order. *See supra* Section III.B.

Appendix C

Petition to Adopt Conditions and Executive Branch Agreement

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
VIZADA, INC. and	)	File Nos. ITC-214-20051005-00395
VIZADA SERVICES LLC	)	ITC-214-20061213-00559
	)	ITC-214-20051012-00406
Section 214 and 310(d) Applications for	)	ITC-AMD-20060804-00388
Blanket Authority to Operate Mobile	)	SES-LFS-20050930-01352
Earth Station Terminals in Conjunction	)	SES-AMD-20051111-01564
with Inmarsat's Broadband Global Area	)	SES-AMD-20060109-00019
Network Service Satellites and Petitions	)	SES-AMD-20060607-00942
for Declaratory Ruling Under Section	)	SES-AMD-20070112-00106
310(b)(4) Related to Foreign Ownership	)	SES-AMD-20071231-01767
in Excess of Twenty-Five Percent	)	SES-LFS-20051011-01396
		SES-AMD-20051118-01602
		SES-AMD-20060804-01315
		SES-AMD-20060605-00926
		ISP-PDR-20060804-00010
		and
		ISP-PDR-20080501-00011

PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES

The Department of Justice ("DOJ"), including the Federal Bureau of Investigation ("FBI"), and Department of Homeland Security ("DHS"), (collectively, the "Agencies"), submit this Petition to Adopt Conditions to Authorizations and Licenses ("Petition"), pursuant to Section 1.41 of the Federal Communications Commission's ("Commission")

rules.[1] Through this Petition, the Agencies advise the Commission that they have no objection to the Commission granting the above-referenced applications, provided that the Commission conditions its grant on the agreement of Vizada, Inc., VIZADA Services LLC, and their respective direct and indirect owners (collectively "Vizada") to abide by the commitments and undertakings set forth in the Amendment No. 2 to the November 29, 2001 Agreement between Telenor Satellite Services Holdings, Inc.,[2] Telenor Satellite, Inc.,[3] Telenor Satellite Services, Inc.,[4] and Telenor Broadband Services[5] (collectively, "Telenor") and DOJ and FBI ("November 2001 Agreement"), as amended by Amendment No. 1 in March 2007. Amendment No. 2 reaffirms the commitments made in the November 2001 Agreement and in Amendment No. 1 to that Agreement, deletes certain parties from the November 2001 Agreement, and specifies new parties to the November 2001 Agreement – including but not limited to VIZADA Services LLC. Copies of the November 2001 Agreement, Amendment No. 1, and Amendment No. 2 are attached hereto as Exhibits A, B, and C, respectively.

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[1] 47 C.F.R. § 1.41.

[2] In 2007, Telenor Satellite Services Holdings, Inc. was merged into Mobsat Holding US Corp.

[3] In 2007, Telenor Satellite, Inc.'s name was changed to Vizada Satellite, Inc. Vizada Satellite, Inc. has since been merged into Vizada, Inc.

[4] Telenor Satellite Services, Inc. is now known as Vizada, Inc.

[5] Telenor Broadband Services was succeeded in interest by Telenor Satellite Services AS. Telenor Satellite Services AS is now known as Vizada AS.

In the above-captioned matter, the applicants seek Commission approval of a series of applications for authorizations under Sections 214 and 310(d) of the Communications Act of 1934, as amended. Because the applicants have foreign ownership in excess of twenty-five percent, they also request declaratory rulings from the Commission under Section 310(b)(4) of the Act[6] that grant of their applications is consistent with the public interest.

As the Commission is aware, the Agencies have taken the position that their ability to satisfy their obligations to protect the national security, enforce the laws, and preserve the safety of the public could be impaired to the extent that foreign entities own or operate a part of the U.S. telecommunications system, or foreign-located facilities are used to provide domestic telecommunications services to U.S. customers. The Commission has long recognized that national security, law enforcement, and public safety issues and concerns are part of its public interest analysis in matters such as this,[7] and has accorded deference to the views of other U.S. government agencies

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[6] 47 U.S.C. § 310(b)(4).

[7] *See Rules and Policies on Foreign Participation in the U.S. Telecommunications Market*, Report and Order and Order on Reconsideration, 12 FCC Rcd 23891, 23919-21 ¶¶ 61-66 (1997) ("*Foreign Participation Order*"); *see also Amendment of the Commission's Regulatory Policies to Allow Non-U.S. Licensed Space Stations to Provide Domestic and International Satellite Service in the United States*, Report and Order, 12 FCC Rcd 24094, 24100 ¶ 15 (1997) ("*DISCO II*").

with expertise in those areas.[8] Consistent with that approach, the Commission previously considered and granted an earlier Petition filed by DOJ and FBI on November 30, 2001, seeking to condition the authorizations and licenses granted to Telenor, Vizada's predecessor in interest, upon compliance with the November 2001 Agreement.[9] More recently, the Commission considered and granted a Petition filed by DOJ, FBI, and DHS on March 9, 2007 seeking to condition Commission approval to transfer control of Commission licenses and authorizations held by Telenor to Inceptum (the predecessor in interest to Mobsat Holding Norway AS) on compliance with the November 2001 Agreement and Amendment No. 1 to that Agreement.[10]

After discussions with representatives of Vizada in connection with the above-referenced applications, the Agencies have concluded that the reaffirmation in Amendment No. 2 of the commitments set forth in the November 2001 Agreement and Amendment No. 1 will help to ensure that the Agencies and other entities with responsibility for enforcing the law, protecting the national security, and preserving

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[8] *See Foreign Participation Order* at 23919-20 ¶ 62-63; s*ee also DISCO II* at 24179-80 ¶¶ 179-80.

[9] *See In the Matter of Lockheed Martin Global Telecommunications, Comsat Corporation, and Comsat General, Corporation, Assignor and Telenor Satellite Mobile Services, Inc. and Telenor Satellite, Inc., Assignee; Applications for Assignment of Section 214 Authorizations, Private Land Mobile Radio Licenses, Experimental Licenses, and Earth Station Licenses and Petition for Declaratory Ruling Pursuant to Section 310(b)(4) of the Communications Act*, Order and Authorization, 16 FCC Rcd 22897, 22917-19 ¶¶ 47-51 (2001).

[10] *See Authorizations Granted: Telenor ASA, Transferor, and Inceptum 1 AS, Transferee, Seek FCC Consent to Transfer Control of Licenses and Authorizations and a Declaratory Ruling on Foreign Ownership*, Public Notice, DA 07-2163, 22 FCC Rcd 9325 (2007).

public safety can continue to proceed appropriately to satisfy those responsibilities. Accordingly, the Agencies hereby advise the Commission that they have no objection to the Commission granting the above-referenced applications for authorization provided that the Commission conditions its grant of such authorizations on compliance by Vizada with the commitments set forth in Amendment No. 2 to the November 2001 Agreement.

The Agencies are authorized to state that the applicants do not object to the grant of this Petition.

Respectfully submitted,

/s/ Richard C. Sofield
Richard C. Sofield
Director
Foreign Investment Review Staff
National Security Division
United States Department of Justice
950 Pennsylvania Avenue, N.W.
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/s/ Stewart A. Baker
Stewart A. Baker
Assistant Secretary for Policy
U.S. Department of Homeland Security
3801 Nebraska Avenue, N.W.
Washington, DC 20528

December, 2008

EXHIBIT A

AGREEMENT

This AGREEMENT is made as of the date of the last signature affixed hereto (the "Effective Date"), by and between: TELENOR SATELLITE SERVICES HOLDINGS, INC. ("TSSH"), a Delaware Corporation; its wholly-owned subsidiaries, TELENOR SATELLITE, INC. ("TSI"), a Delaware Corporation, and TELENOR SATELLITE SERVICES, INC. ("TSS"), a Delaware Corporation, (with TSSH, TSI, and TSS collectively referred to as "Telenor USA"); and their Norwegian indirect sole owner and guarantor, TELENOR BROADBAND SERVICES AS ("TBS"), a limited liability company established pursuant to the laws of the Kingdom of Norway and headquartered in Oslo, Norway (with Telenor USA and TBS collectively referred to as "Telenor") on the one hand; and the FEDERAL BUREAU OF INVESTIGATION (the "FBI") and the UNITED STATES DEPARTMENT OF JUSTICE (the "DOJ") on the other, (with each of the foregoing referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, U.S. communications systems are essential to the ability of the U.S. government to fulfill its responsibilities to the public to preserve the national security of the United States, to enforce the laws, and to maintain the safety of the public;

WHEREAS, the U.S. government has an obligation to the public to ensure that U.S. communications and related information are secure in order to preserve the national security of the United States, to protect the privacy of U.S. persons and to enforce the laws of the United States;

WHEREAS, it is critical to the well being of the nation and its citizens to maintain the viability, integrity, and security of the communication system of the United States (see, e.g., Presidential Decision Directive 63 on Critical Infrastructure Protection);

WHEREAS, protection of Classified, Controlled Unclassified, and Sensitive Information is also critical to U.S. national security;

WHEREAS, Telenor filed with the Federal Communications Commission (the "FCC" or "Commission") on May 4, 2001, a set of applications (the "Application") under Sections 214 and 310(d) of the Communications Act of 1934, as amended (the "Act"), seeking FCC approval for the assignment to TSI of certain Title II common carrier authorizations and Title III licenses (collectively, the "Licenses") of COMSAT Corporation and COMSAT General Corporation, both owned by Lockheed Martin Global Telecommunications Corporation (collectively "COMSAT"), in connection with the proposed acquisition by TSSH of the assets of COMSAT Mobile Communications ("CMC"), a business unit of COMSAT (with the proposed transaction referred to as the "CMC Acquisition", and to be fully consummated only upon approval by the FCC of COMSAT's assignment of the Licenses to TSI (the "FCC Approval"));

WHEREAS, as part of the Application, Telenor has also requested of the FCC a declaratory ruling that TSI's holding of the Licenses would serve the public interest and in all other respects be consistent with Section 310(b)(4) of the Act (the "Declaratory Ruling"), which ruling will reflect the current ownership by the Kingdom of Norway of approximately 79% of the shares of Telenor ASA, a Norway-incorporated, Oslo-based company that is publicly-listed

on the NASDAQ and Oslo stock exchanges and that is the ultimate parent of TBS, TSSH, TSI, TSS and other wholly-owned subsidiaries through which Telenor ASA would own the CMC business once its proposed acquisition by TSSH is complete;

WHEREAS, the Application also requests authorization for the assignment of (1) any licenses or authorizations issued to COMSAT for the benefit of CMC during the pendency of the Commission's consideration of the Application or during the period required for consummation of the assignments following the FCC Approval; and (2) applications that will have been filed by COMSAT for the benefit of CMC and that are pending at the time of consummation of the proposed assignments;

WHEREAS, on June 21, 2001, the Parties submitted to the FCC a joint Petition to Defer the Application pending the negotiation and execution of an Agreement to address U.S. national security, law enforcement and public safety issues in connection with the CMC Acquisition;

WHEREAS, by Executive Order 12661, the President, pursuant to Section 721 of the Defense Production Act, as amended, authorized the Committee on Foreign Investment in the United States ("CFIUS") to review, for national security purposes, foreign acquisitions of U.S. companies;

WHEREAS, Telenor and COMSAT intend to submit or have submitted a voluntary notification (the "Notification") to CFIUS of the proposed CMC Acquisition, and Telenor has agreed to enter into this Agreement to resolve any national security or law enforcement issues that the DOJ and the FBI might have in their consideration of the Notification or any other process of U.S. government review of the CMC Acquisition, consistent with Article 6.3 below;

WHEREAS, Telenor represents that Telenor ASA is subject to the same rules and regulations under the Norwegian Public Limited Companies Act as all other corporations whose shares are traded on the Oslo Stock Exchange, and Telenor further represents that its operation of the CMC business will be fully insulated from Norwegian government involvement;

WHEREAS, in the course of reaching this Agreement, representatives of Telenor have represented to the DOJ and the FBI that (a) it has no present plans, and is aware of no present plans of any other entity, as a result of which Telenor USA will provide communications, or Telenor will provide Domestic Communications, through facilities located outside the United States except for *bona fide* commercial reasons, (b) no government has, as a direct or indirect shareholder of Telenor, special voting or veto rights concerning the actions of Telenor other than those that would apply to a similarly-situated non-government shareholder under applicable U.S. and Norwegian securities laws, and Telenor is aware of no plans the result of which would confer such rights to a government concerning the actions of Telenor, and (c) the CMC business, including any future provision of Inmarsat services related to U.S.-Licensed MESs, will be operated, on or after the Consummation Date, exclusively by or on behalf of Telenor USA; and

WHEREAS, Telenor represents that it will have no officers or directors directly appointed or nominated by the Kingdom of Norway and that Telenor will continue to be directed, operated and managed on a day to day basis by its board of directors and officers in accordance with regular commercial practices;

NOW THEREFORE, the Parties are entering into this Agreement to address U.S. national security, law enforcement and public safety issues in connection with the CMC Acquisition.

ARTICLE 1: DEFINITION OF TERMS

As used in this Agreement:

1.1 "Call-Associated Data" or "CAD" means any information relating to a communication or relating to the sender or recipient of that communication and may include, without limitation, subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, post cut-through dual-tone multifrequency (dial digit extraction), in-band and out-of-band signaling, party add, drop and hold, and any other call-identifying information, as defined in 47 U.S.C. § 1001(2).

1.2 "Classified Information" means any information that has been determined pursuant to Executive Order 12958, or any predecessor or successor order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act, to require protection against unauthorized disclosure.

1.3 "Consummation Date" means the date of final consummation (*i.e.*, closing) of the CMC Acquisition.

1.4 "Control" and "Controls" mean the power, direct or indirect, whether or not exercised, and whether or not exercised or exercisable through the ownership of a majority or a dominant minority of the total outstanding voting securities of an entity, or by proxy voting, contractual arrangements, or other means, to determine, direct, or decide matters affecting an entity or facility; in particular, but without limitation, to determine, direct, take, reach or cause decisions regarding:

a. The sale, lease, mortgage, pledge, or other transfer of any or all of the principal assets of the entity, whether or not in the ordinary course of business;
b. The dissolution of the entity;
c. The closing and/or relocation of the production or research and development facilities of the entity;
d. The termination or non-fulfillment of contracts of the entity;
e. The amendment of the articles of incorporation or constituent agreement of the entity with respect to the matters described in paragraphs (a) through (d) above; or
f. Rights or obligations under this Agreement.

1.5 "Controlled Unclassified Information" means unclassified information, the export of which is controlled by the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Chapter I, Subchapter M, or the Export Administration Regulations (EAR), 15 C.F.R. Chapter VII, Subchapter C.

1.6 *"De facto"* and *"de jure"* control have the meanings provided in 47 C.F.R. § 1.2110.

1.7 "Domestic Communications" means (i) Wire Communications or Electronic Communications (whether stored or not) originating at one U.S. location and terminating at another U.S. location and (ii) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates from or terminates at a U.S.-Licensed MES.

1.8 "Domestic Communications Infrastructure" means (a) transmission and switching equipment (including software and upgrades) subject to Control by Telenor and in use to provide, process, direct, control, supervise or manage Domestic Communications, and (b) facilities and equipment in use by or on behalf of Telenor that are physically located in the United States, and (c) facilities in use by or on behalf of Telenor USA to control the equipment described in (a) and (b).

1.9 "Effective Date" has the meaning given it in the Preamble.

1.10 "Electronic Communication" has the meaning given it in 18 U.S.C. § 2510(12).

1.11 "Electronic Surveillance" means (i) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f); (ii) access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 et seq.; (iii) acquisition of information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.; (iv) acquisition of location-related information concerning a service subscriber; (v) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (vi) access to, or acquisition or interception of, communications or information as described in (i) through (v) above and comparable State laws.

1.12 "Foreign" where used in this Agreement, whether capitalized or lower case, means non-U.S.

1.13 "Governmental Authority" or "Governmental Authorities" mean any government, any governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal, judicial or arbitral body.

1.14 "Intercept" or "Intercepted" has the meaning defined in 18 U.S.C. §2510(4).

1.15 "Lawful U.S. Process" means U.S. federal, state or local Electronic Surveillance orders or authorizations, and other orders, legal process, statutory authorizations, and certifications for interception of, access to or disclosure of Domestic Communications, Call Associated Data, Transactional Data or Subscriber Information authorized by U.S. federal, state or local law.

1.16 "MES" means a mobile earth station (*i.e.*, a hand-held, portable or other mobile terminal capable of receiving and/or transmitting Wire Communications or Electronic Communications by satellite).

1.17 "Non U.S.-Licensed MES" means an Inmarsat MES other than a U.S.-Licensed MES.

1.18 "Party" or "Parties" have the meaning given in the Preamble.

1.19 "*Pro forma* assignments" or "*pro forma* transfers of control" are transfers or assignments that do not "involve a substantial change in ownership or control" of the licenses as provided in 47 C.F.R. 63.24.

1. 20 "Sensitive Information" means unclassified information regarding (i) the persons or facilities that are the subjects of Lawful U.S. Process, (ii) the identity of the government agency or agencies serving such Lawful U.S. Process, (iii) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance, (iv) the means of carrying out Electronic Surveillance, (v) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process, and (vi) other unclassified information designated in writing by an authorized official of a federal, state or local law enforcement agency or a U.S. intelligence agency as Sensitive Information.

1.21 "Subscriber Information" means information of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.

1.22 "Telenor" has the meaning given to it in the Preamble. It includes all successors and assigns of Telenor.

1.23 "Telenor Broadband Services AS" or "TBS" has the meaning given to it in the Preamble, and also encompasses its directly or indirectly wholly-owned Norway-incorporated subsidiaries, Telenor Satellite Mobile Ventures AS and Telenor Satellite Mobile AS, including all of their successors, assigns and subsidiaries.

1.24 "Telenor USA" has the meaning given to it in the Preamble. It includes all successors, assigns and subsidiaries of Telenor USA.

1.25 "Transactional Data" means:

a. Call-identifying information, as defined in 47 U.S.C. § 1001(2), including without limitation the telephone number or similar identifying designator associated with a communication;
b. Internet address or similar identifying designator associated with a communication;
c. The time, date, size, and duration of a communication;
d. Any information relating to identity and physical address of a Telenor USA

subscriber, user, or account payer;

e. To the extent associated with such a subscriber, user, or account payer, any information relating to all telephone numbers, Internet addresses, or similar identifying designators; the physical location of equipment, if known and if different from the location information provided under (f) below; types of services; length of service; fees; and usage, including billing records; and

f. any information indicating as closely as possible the physical location to or from which communication is transmitted.

The term does not include the content of any communication.

1.26 "United States," "US" or "U.S." means the United States of America including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the United States.

1.27 "U.S. LES" means a land earth station facility located in any state of the United States that is involved with the transmission of satellite communications and meets all other applicable requirements of this Agreement and the Implementation Plan.

1.28 "U.S.-Licensed MES" means an MES licensed by the Federal Communications Commission to or on behalf of Telenor.

1.29 "U.S. POP" or "POP" means a Point of Presence through which communications are routed for purpose of switching and at which Electronic Surveillance can be conducted, and meeting all other applicable requirements of this Agreement and the Implementation Plan.

1.30 "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).

1.31 Other Definitional Provisions. Other capitalized terms used in this Agreement and not defined in this Article 1 shall have the meanings assigned them elsewhere in this Agreement. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Whenever the words "include," "includes," "including" or "such as" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

ARTICLE 2: INFORMATION STORAGE AND ACCESS

2.1 Implementation Plan. Certain of the rights and obligations of the Parties are set forth in further detail in an Implementation Plan, which is executed by Telenor and is incorporated in and constitutes an integral part of this Agreement. Telenor shall comply with the Implementation Plan, subject to possible modifications in accordance with Article 9 of this Agreement. The Implementation Plan and all provisions of this Agreement related to it, unless otherwise specified herein, shall take effect on the Consummation Date.

2.2 Domestic Communications Infrastructure. Except to the extent and under conditions concurred in by the FBI and the DOJ in writing:

2.2.1 Location and Operation. Except strictly for *bona fide* commercial reasons weighing in favor of using foreign-located Domestic Communications Infrastructure, all Domestic Communications Infrastructure shall at all times be located in the United States and will be directed, controlled, supervised and managed in the United States by Telenor USA or its agent.

2.2.2 Point of Presence. As specified in the Implementation Plan, all Domestic Communications shall either be transmitted through a U.S. LES or routed through a POP that includes a network switch under the control of Telenor USA and is physically located in the United States, from which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. Telenor USA will provide technical or other assistance to facilitate such Electronic Surveillance.

2.2.3 Communications of a U.S.-Licensed MES. Domestic Communications from a U.S.-Licensed MES shall not be routed outside the United States by Telenor except strictly for *bona fide* commercial reasons.

2.2.4 Communications of a Non U.S.-Licensed MES. Telenor shall configure its network such that pursuant to Lawful U.S. Process, Electronic Surveillance of a Non U.S.-Licensed MES can be conducted in accordance with the Implementation Plan.

2.3 Compliance with Lawful U.S. Process. Telenor shall take all practicable steps to configure its Domestic Communications Infrastructure to be capable of complying in an effective, efficient, and unimpeded fashion, and shall ensure that its employees in the United States will have unconstrained authority to comply, with:

a. Lawful U.S. Process;
b. Presidential orders issued under § 706 of the Communications Act of 1934, as amended, (47 U.S.C. § 606), § 302(e) of the Aviation Act of 1958 (49 U.S.C. § 40107(b)) and Executive Order 11161 (as amended by Executive Order 11382); and
c. National Security and Emergency Preparedness rules, regulations and orders issued pursuant to the Communications Act of 1934, as amended (47 U.S.C. § 151 et seq.).

2.4 Information Storage and Access. Effective upon the Consummation Date, Telenor USA shall make available in the United States:

a. stored Domestic Communications, if such communications are stored by or on behalf of Telenor for any reason;

b. any Wire Communications or Electronic Communications (including any other type of wire, voice or electronic communications not covered by the definitions of

Wire Communication or Electronic Communication) received by, intended to be received by, or stored in the account associated with a U.S.-Licensed MES, or transmitted through a Telenor U.S. LES or routed through a Telenor POP to or from a customer or subscriber of Telenor USA, if stored by or on behalf of Telenor for any reason;

c. Transactional Data and Call Associated Data relating to Domestic Communications, if such information is stored by or on behalf of Telenor for any reason;

d. Subscriber Information concerning the customers and subscribers of services using U.S.-Licensed MESs, or Telenor customers and subscribers who to Telenor's knowledge are domiciled in the United States or are holding themselves out as being domiciled in the United States, as well as Subscriber Information related to any Domestic Communication transmitted through a Telenor U.S. LES or routed through a Telenor POP, if such information is stored by or on behalf of Telenor for any reason; and

e. Billing records relating to customers and subscribers of services using U.S.-Licensed MESs, or Telenor customers and subscribers who to Telenor's knowledge are domiciled in the United States or are holding themselves out as being domiciled in the United States, as well as billing records related to any Domestic Communication transmitted through a Telenor U.S. LES or routed through a Telenor POP, for so long as such records are kept, and at a minimum, for so long as such records are required to be kept, by or on behalf of Telenor USA, pursuant to applicable U.S. law or this Agreement.

2.5 Mandatory Destruction. Effective upon the Consummation Date, Telenor shall ensure that the data and communications described in Articles 2.4(a) – (e) of this Agreement are stored in a manner not subject to mandatory destruction under any foreign laws, if such data and communications are stored by or on behalf of Telenor for any reason. Telenor shall ensure that the data and communications described in Articles 2.4(a) – (e) of this Agreement are not stored outside of the United States unless such storage is based strictly on *bona fide* commercial reasons weighing against storage in the United States.

2.6 Billing Records: Telenor USA shall store for at least eighteen (18) months all billing records relating to customers and subscribers of services using U.S.-Licensed MESs, and shall make such records available in the United States. Nothing in this paragraph shall obligate Telenor USA to store such records for longer than eighteen (18) months.

2.7 Storage Pursuant to 18 U.S.C. § 2703(f): Upon a request made pursuant to 18 U.S.C. § 2703(f) by a Governmental Authority within the United States to preserve any information enumerated in Article 2.4, Telenor USA shall store such preserved records or other evidence in the United States.

2.8 Compliance with U.S. Law: Nothing in this Agreement shall excuse Telenor from any obligation it may have to comply with U.S. legal requirements for the retention,

preservation or production of information, records or data.

2.9 CPNI: With respect to Domestic Communications, Telenor USA shall comply with all applicable FCC rules and regulations governing access to and storage of Customer Proprietary Network Information ("CPNI"), as defined in 47 U.S.C. § 222(h)(1).

ARTICLE 3: SECURITY

3.1 Measures to Prevent Improper Use or Access: Telenor shall take all practicable measures to prevent the use of or access to Telenor's equipment or facilities to conduct Electronic Surveillance of Domestic Communications in violation of any U.S. federal, state, or local laws or the terms of this Agreement. These measures shall include written technical, organizational, and personnel-related policies and procedures, necessary implementation plans, and physical security measures.

3.2 Access by Foreign Government Authorities: Without the prior written consent of the DOJ, or the authorization of a court of competent jurisdiction in the United States, Telenor shall not, directly or indirectly, disclose or permit disclosure of, or provide access, to any Domestic Communications or any Call Associated Data, Transactional Data or Subscriber Information related to Domestic Communications that are stored in the United States to any person if the purpose of such disclosure or access is to respond to the legal process or the request of a foreign government, identified representative, or a component or subdivision thereof. Any such requests or submissions of legal process described in this paragraph shall be reported to the DOJ as soon as possible and in no event later than five (5) business days after such request or legal process is received by and known to Telenor. Telenor shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process described in this Article 3.2.

3.3 Disclosure to Foreign Government Authorities: Telenor shall not, directly or indirectly, disclose or permit disclosure of, or provide access to

a. Classified or Sensitive Information, or
b. Subscriber Information, Transactional Data, or Call Associated Data or a copy of any Wire Communications or Electronic Communication, if the foregoing was intercepted or acquired pursuant to Lawful U.S. Process;

to any foreign government, identified representative, component or subdivision thereof without first satisfying all applicable U.S. federal, state and local legal requirements pertinent thereto, and obtaining the express written consent of the DOJ or the authorization of a court of competent jurisdiction in the United States. Any requests or any legal process submitted by a foreign government, identified representative, component or subdivision thereof to Telenor for the communications, data or information identified in this paragraph shall be referred to the DOJ as soon as possible, and in no event later than five (5) business days after such request or legal process is received by and known to Telenor, unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States.

Telenor shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process described in this paragraph.

Without limiting the obligations of Telenor under Article 3.2, above, nothing in this Article 3.3 shall impose any obligations on Telenor with respect to its compliance with foreign government information requests or orders that are unrelated to Lawful U.S. Process and to which Telenor can and does respond without disclosing, directly or indirectly, any Classified or Sensitive Information or other information revealing that interceptions or acquisitions have occurred pursuant to Lawful U.S. Process.

3.4 Notification of Access or Disclosure Requests from Foreign Non-Governmental Entities: Telenor shall notify DOJ in writing of any legal process or requests by foreign non-governmental entities, for access to or disclosure of Domestic Communications, except that no such notification is required with respect to such information if the disclosure of the legal process or request would violate an order of a court of competent jurisdiction within the United States. Telenor shall provide such notice to the DOJ no later than ninety (90) days after such request or legal process is received by Telenor.

3.5 Points of Contact: Within thirty (30) days after the Consummation Date, Telenor USA shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process. The points of contact shall be assigned to a Telenor USA office in the U.S., and will be available twenty-four (24) hours per day, seven (7) days per week and shall be responsible for accepting service and for maintaining the security of Sensitive, Controlled Unclassified, and Classified Information and any Lawful U.S. Process for Electronic Surveillance in accordance with the requirements of U.S. law and regulation. Telenor USA shall immediately notify the FBI and the DOJ in writing of the points of contact, and thereafter shall promptly notify the FBI and the DOJ of any change in such designation. The points of contact shall be U.S. citizens who are eligible for appropriate U.S. security clearances. Telenor USA shall cooperate with any U.S. government request that a background check and/or security clearance process be completed for a designated point of contact.

3.6 Security of Lawful U.S. Process: Telenor USA shall protect the confidentiality and security of all Lawful U.S. Process served upon it and the confidentiality and security of Classified, Controlled Unclassified, and Sensitive Information in accordance with U.S. Federal and state law or regulation.

3.7 Access to Classified, Controlled Unclassified or Sensitive Information: Nothing contained in this Agreement shall limit or affect the authority of a United States Government agency to deny, limit or revoke Telenor's access to Classified, Controlled Unclassified, and Sensitive Information under that agency's jurisdiction.

3.8 Location of Secure Facility: Effective upon the Consummation Date, Telenor USA shall maintain an appropriately secure facility within the United States within which Telenor USA shall:

a. Take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified, Controlled Unclassified or Sensitive Information;

b. Assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or regularly deal with information identifiable to such person as Sensitive Information;

c. Upon request from the DOJ or the FBI, provide the name, social security number and date of birth of each person who handles or regularly deals with Sensitive Information;

d. Require that personnel handling Classified Information, if any, shall have been granted appropriate U.S. security clearances;

e. Provide that the points of contact described in Article 3.5 shall have sufficient authority over any of Telenor USA's employees who may handle Classified, Controlled Unclassified or Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authority and the terms of this Agreement; and

f. Maintain appropriately secure facilities (*e.g.*, offices or areas) for the handling and storage of any Classified, Controlled Unclassified and Sensitive Information.

ARTICLE 4: AUDITING, REPORTING, and NOTICE

4.1 Access to Information: In response to reasonable requests made by the FBI or the DOJ, Telenor shall provide in the United States access to information concerning technical, physical, management, or other security measures and other reasonably available information needed by the FBI or the DOJ to assess compliance with this Agreement.

4.2 Visits and Inspections: The FBI and the DOJ may visit any communications facility of Telenor in the United States and may inspect any part of the Domestic Communications Infrastructure in the United States for the purpose of verifying compliance with the terms of this Agreement. Such inspections shall be reasonable in number and be conducted during normal business hours upon reasonable notice, which shall ordinarily be no less than twenty-four (24) hours in advance of the visit. Telenor may have appropriate employees accompany the FBI and the DOJ representatives during any such inspection.

4.3 Access to Personnel: Upon reasonable notice from the FBI or the DOJ, Telenor shall make available for interview during normal business hours any officers or employees of Telenor in the U.S. and will seek to require contractors to make available appropriate personnel, located in the United States, who are in a position to provide information to verify compliance with the terms of this Agreement.

4.4 Notice of Obligations: Telenor shall instruct appropriate officials and employees of Telenor and certain contractors and agents as to the obligations of Telenor under this Agreement and their duty to report any violation of this Agreement of which the officials, employees, contractors and agents become aware, and shall issue periodic reminders to them of such obligations.

ARTICLE 5: DISPUTES AND NON-IMPACT ON OTHER GOVERNMENT ACTIONS

5.1 Informal Resolution: The Parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless the DOJ or the FBI believes that important national interests can be protected, or Telenor believes that its paramount commercial interests can be resolved, only by resorting to the measures set forth in Article 5.2 below. If, after meeting with higher authorized officials, any of the Parties determines that further negotiation would be fruitless, then that Party may resort to the remedies set forth in Article 5.2 below. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person or persons possessing the appropriate security clearances.

5.2 Enforcement of Agreement and Implementation Plan: Subject to Article 5.1 of this Agreement, if any Party believes that any other Party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Subject to Article 6, nothing in this Agreement shall limit or affect the right of a U.S. Government Authority to:

a. seek revocation by the FCC of any license, permit or other authorization granted or given by the FCC to Telenor USA or any other sanction by the FCC against Telenor USA.
b. seek civil sanctions for any violation of any U.S. law or regulation or term of this Agreement; or
c. pursue criminal sanctions against Telenor or any of their respective directors, officers, employees, representatives or agents, or against any other person or entity, for violations of the criminal laws of the United States.

5.3 Waiver: The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of U.S. law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of any Party to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver. Rather, the provision or right shall continue in full force. No waiver by any Party of any provision or right shall be valid unless it is in writing and signed by the Party.

5.4 Forum Selection: Any civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

5.5 Irreparable Injury: Telenor agrees that if for any reason Telenor fails to perform any significant obligations under this Agreement, irreparable injury to the United States would be caused as to which money damages would not be an adequate remedy. Accordingly, Telenor agrees that, in seeking to enforce this Agreement, the FBI and the

DOJ shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.

5.6 Sovereign Immunity: Telenor agrees that, to the extent that it or any of its property (including FCC licenses and authorizations and intangible property) is or becomes entitled at any time to any immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement from the jurisdiction of any competent court or FCC, from service of process, from attachment prior to judgment, from attachment in and of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction it, for itself and its property, expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by any U.S. federal, state, or local Governmental Authority. Telenor agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 et seq. The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated by a U.S. federal, state or local Governmental Authority with respect to or relating to this Agreement.

ARTICLE 6: NON-OBJECTION BY DOJ AND FBI

6.1 FCC Approval: Upon execution of this Agreement by all Parties and execution of the Implementation Plan by Telenor, the DOJ and the FBI shall promptly notify the FCC that provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto (the "Condition to FCC Licenses"), the DOJ and the FBI have no objection to the granting of the FCC Approval, including the Declaratory Ruling.

6.2 Future Applications: The FBI and DOJ agree not to object to any Telenor application or petition, filed with the FCC after the Effective Date, for a license or other authority under Titles II and III of the Communications Act of 1934, as amended, to provide service to and operate MESs in the United States for communications utilizing the Inmarsat system, provided that such application or petition makes clear that the terms and conditions of this Agreement apply to any license or other authority issued pursuant to that application or petition. Nothing in this Agreement or the Implementation Plan shall preclude the DOJ or the FBI from opposing, formally or informally, any FCC application by Telenor USA to transfer its license(s) to a third party or for other authority.

6.3 CFIUS: Provided that the FCC adopts the Condition to FCC Licenses, and provided that Telenor complies with the terms of this Agreement, the Attorney General shall not make any objection concerning the foreign ownership of Telenor USA, or any other aspect of the CMC Acquisition, to CFIUS or the President. This commitment, however, does not extend to any objection the Attorney General may wish to raise with the CFIUS or the President in the event (1) that the Attorney General learns that the representations of Telenor recited herein are untrue or materially incomplete, or (2) of any material change in the circumstances associated with the CMC Acquisition.

ARTICLE 7: OTHER REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

7.1 Right to Make and Perform Agreement: Telenor represents that, to the best of its knowledge, TBS, TSSH, TSI, and TSS have and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform their obligations hereunder and that this Agreement is a legal, valid, and binding obligation enforceable in accordance with its terms.

7.2 *De jure* or *de facto* control of Telenor USA: Telenor USA shall promptly provide the DOJ and FBI written notice and copies of any filing with the FCC or any other U.S. Governmental Authority relating to changes in the *de jure* or *de facto* control of Telenor USA, except for filings with the FCC for assignments or transfers of control involving Telenor USA that are *pro forma*. Written notice and copies of such filings shall be provided concurrently with such filing.

7.3 Joint Ventures: If Telenor enters into joint ventures under which a joint venture or another entity may provide Domestic Communications, and if Telenor has the power or authority to exercise *de facto* or *de jure* control over such entity, then Telenor will ensure that entity shall fully comply with the terms of this Agreement and the Implementation Plan. To the extent Telenor does not have such power or authority over such an entity, Telenor shall in good faith endeavor to have such entity comply with this Agreement and the Implementation Plan and shall consult with the FBI or the DOJ about the activities of such entity.

7.4 Notice of Decision to Store Information Outside of the United States: Telenor shall provide to the DOJ and FBI thirty (30) days advance notice if it plans to store or have stored on its behalf outside the United States any Domestic Communications or, if related to Domestic Communications, any Call Associated Data, Transactional Data, Subscriber Information or billing records maintained by or on behalf of Telenor USA. Such notice shall, at a minimum, (a) include a description of the type of information to be stored outside the United States, (b) identify the custodian of the information if other than Telenor USA and (c) identify the location where the information is to be located, and (d) identify the factors considered in deciding to store the information outside of the United States (See Article 2.5).

7.5 Control of Telenor USA: Telenor shall provide to the FBI and the DOJ written notice within fourteen (14) days of learning that any single foreign entity or individual, other than Telenor or a Telenor affiliate that is wholly owned by Telenor ASA, has acquired, or is in the process of acquiring Control of Telenor USA. To the extent known to Telenor, such notice shall, at a minimum,

a. identify the entity or individual(s) (specifying the name, addresses and telephone numbers of the entity),
b. identify the beneficial owners of the increased or prospective increased interest in Telenor USA by the entity or individual(s) (specifying the name, addresses and

telephone numbers of each beneficial owner), and

c. quantify the amount of ownership interest in Telenor USA acquired in the transaction that has resulted in or will likely result in the entity or individual(s) increasing their ownership interest in or Control of Telenor USA.

7.6 Control by Board of Directors: If any member of Telenor's Board of Directors or member of Telenor's senior management including a Chief Executive Officer, President, General Counsel, Chief Technical Officer, Chief Financial Officer or other senior officer) learns that any foreign government:

a. plans to exercise or has exercised, as a direct or indirect shareholder of Telenor, any Control of Telenor in such a way that interferes with or impedes Telenor's performance of its duties and obligations under the terms of this Agreement, interferes with or impedes Telenor's exercise of its rights under the terms of this Agreement or foreseeably concerns matters addressed in this Agreement, or

b. plans to participate or has participated in any aspect of the day-to-day management of Telenor in such a way that interferes with or impedes the performance by Telenor of its duties and obligations under the terms of this Agreement, or interferes with or impedes the exercise by Telenor of its rights under the Agreement,

then such member shall promptly notify the General Counsel of TSSH or other appropriate representative of Telenor USA located in the United States, who in turn shall promptly notify the FBI and the DOJ in writing of the timing and the nature of the foreign government's plans and/or actions.

7.7 Reporting of Incidents: Telenor shall take all practicable steps to ensure that if any Telenor official or employee or a contractor or agent retained by Telenor who acquires any information that reasonably indicates:

a. a breach of this Agreement,

b. Electronic Surveillance of Domestic Communications conducted in violation of federal, state or local law or regulation,

c. access to or disclosure of CPNI or Subscriber Information for Domestic Communications under Telenor's Control in violation of federal, state or local law or regulation (except for violations of FCC regulations relating to improper use of CPNI), or

d. improper access to or disclosure of Classified, Controlled Unclassified or Sensitive Information in Telenor's possession,

then the individual shall notify the General Counsel of TSSH or other appropriate representative of Telenor USA located in the United States, who in turn shall notify the FBI and DOJ in writing. This report shall be made promptly and in any event no later than ten (10) calendar days after Telenor acquires such information. Such information need not be disclosed where disclosure of such information would be in violation of an order of a U.S. court of competent jurisdiction.

7.8 Effective Date of Agreement: Unless otherwise specified in this Agreement, the provisions of this Agreement shall take effect immediately upon the Effective Date.

7.9 Annual Report: On or before the last day of June 2002 or of January of each subsequent year, the General Counsel of TSSH shall submit to the FBI and the DOJ a report assessing Telenor's compliance with the terms of this Agreement for the preceding calendar year (or since the Effective Date in the case of the first such report). The report shall include:

a. A copy of the policies and procedures adopted to comply with this Agreement;
b. A summary of the changes, if any, to the policies or procedures, and the reasons for those changes;
c. A summary of any known acts of material noncompliance with the terms of this Agreement, whether inadvertent or intentional, with a discussion of what steps have been or will be taken to prevent such acts from occurring in the future; and
d. Identification of any other issues that, to Telenor's knowledge, will or reasonably could affect the effectiveness of or compliance with this Agreement.

7.10 Outsourcing Third Parties: If Telenor outsources functions covered by this Agreement to a third party, Telenor shall take reasonable steps to ensure that the third party complies with the terms of this Agreement applicable to the outsourced function. Such steps shall include: (a) Telenor shall include in the contracts of such third parties written provisions requiring that such third parties comply with all applicable terms of the Agreement (or take other reasonable, good-faith measures to ensure that such third parties are aware of, agree to comply with and are bound by the applicable obligations under this Agreement), (b) if Telenor learns that an outsourcing third party or the outsourcing third party's employee has violated a provision of this Agreement, Telenor will notify the DOJ and the FBI promptly, and (c) with consultation with the DOJ and the FBI, Telenor will take the steps necessary to rectify the situation, which steps may (among others) include terminating the arrangement with the outsourcing third party, initiating and pursuing litigation or other remedies at law and equity, and/or assisting and cooperating with the DOJ and the FBI in pursuing legal and equitable remedies.

ARTICLE 8: FREEDOM OF INFORMATION ACT

8.1 Protection from Disclosure: The DOJ and FBI shall take all reasonable measures to protect from public disclosure all information submitted by Telenor to the DOJ or FBI in connection with this Agreement and clearly marked with the legend "Confidential; Subject to Protection Under 5 U.S.C. Section 553(b); Not to be Released Without Notice to Telenor" or other designation of confidentiality or proprietary sensitivity. Such markings shall signify that it is Telenor's position that the information so marked constitutes trade secrets and/or commercial or financial information obtained from a person and privileged or confidential, or otherwise warrants protection within the meaning of 5 U.S.C. § 552(b). For purposes of 5 U.S.C. § 552(b)(4), the Parties agree that information so marked is voluntarily submitted. If a request is made under 5 U.S.C. § 552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, the DOJ or FBI, as appropriate, shall notify

Telenor USA of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Telenor USA objects to the intended disclosure and its objections are not sustained, the DOJ or FBI, as appropriate shall notify Telenor USA of its intention to release (as provided by Section 5 of E.O. 12600) not later than ten (10) business days prior to disclosure of the challenged information.

8.2 Use of Information for U.S. Government Purposes: Nothing in this Agreement shall prevent the DOJ or the FBI from lawfully disseminating information as appropriate to seek enforcement of this Agreement, provided that the DOJ and the FBI take all reasonable measures to protect from public disclosure the information marked as described in Article 8.1.

ARTICLE 9: OTHER

9.1 Notices: All written communications, or other written notices relating to this Agreement, such as a proposed modification, shall be in writing and shall be deemed to have been duly given or made as of the date of receipt and shall be:

a. delivered personally;
b. sent by facsimile;
c. sent by documented overnight courier service; or
d. sent by registered or certified mail, postage prepaid, and

addressed to the Parties' designated representatives at the addresses shown below or to such other representatives at such others addresses as the Parties may designate in accordance with this Article.

Department of Justice
Assistant Attorney General
Criminal Division
Main Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

Federal Bureau of Investigation
Assistant Director
National Security Division
935 Pennsylvania Avenue, N.W.
Washington, D.C. 20535

General Counsel
Telenor Satellite Services Holdings, Inc.
12001 Piney Glen Lane
Potomac, MD 20854

and

Director
Telenor Broadband Services AS
P.O. Box 6914, St. Olavs plass
N-0130 Oslo, Norway

9.2 Headings: The article and section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

9.3 Other Laws: Nothing in this Agreement is intended to limit or constitutes a waiver of (1) any obligations or rights imposed by any U.S. federal, state, or local law, or regulation on the Parties, (2) any enforcement authority available under any U.S. federal, state or local law, or regulation, (3) the sovereign immunity of the United States, or (4) any authority over Telenor's activities or facilities located within or outside the United States that the U.S. Government may possess. Nothing in this Agreement is intended to or is to be interpreted to require the Parties to violate any applicable U.S. law.

9.4 Statutory Reference: All references in this Agreement to statutory provisions and executive orders shall include any future amendments to such statutory provisions and executive orders.

9.5 Non-Parties: Nothing in this Agreement is intended to confer or does confer any rights or obligations on any Person other than the Parties and any Governmental Authorities within the United States entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.

9.6 Exemption: None of the terms of this Agreement shall apply to (a) any carrier-to-carrier or wholesale carrier services that a Telenor entity other than Telenor USA provides in the United States exclusively pursuant to Section 214 of the Communications Act of 1934, or (b) any noncommunications services provided by Telenor unrelated to the provision of Domestic Communications.

9.7 Modification: This Agreement may be modified only by written agreement signed by all of the Parties. The DOJ and the FBI agree to consider in good faith possible modifications to this Agreement if the obligations imposed on Telenor under this Agreement become unduly burdensome, adversely affect Telenor's competitive position or are materially more restrictive than those imposed on other U.S. and foreign licensed service providers in like circumstances in order to protect U.S. national security, law enforcement, and public safety concerns. If the DOJ or the FBI find that the terms of this Agreement are inadequate to address national security, law enforcement, and public safety concerns presented by an acquisition by Telenor in the United States after the date that all the Parties have executed this Agreement, Telenor shall negotiate in good faith to modify this Agreement to address those concerns. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.

9.8 Partial Invalidity: If any portion of this Agreement is declared invalid by a U.S. court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the Parties' intent as reflected in this Agreement.

9.9 Counterparts: This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall together constitute one and the same instrument.

9.10 Successors and Assigns: This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall apply in full to any entity or asset, whether acquired before or after the Effective Date, over which Telenor USA, including its successors or assigns, has the power or authority to exercise *de jure* or *de facto* control.

9.11 Termination of Agreement: This Agreement shall be null and void in its entirety if Telenor fails to receive the FCC Approval, including the Declaratory Ruling, or for any other reason fails to successfully and fully consummate the CMC Acquisition.

This Agreement is executed on behalf of the Parties:

United States Department of Justice

Date: 11/29/01

By: John G. Malcolm

John G. Malcolm

Deputy Assistant Attorney General

Federal Bureau of Investigation

Date: 11-29-01

By: Larry R. Parkinson

Larry R. Parkinson

General Counsel

Telenor Satellite Services Holdings, Inc.
Telenor Satellite, Inc.
Telenor Satellite Services, Inc.

Date:_____ By:_____

Britt Carina Horncastle
12001 Piney Glen Lane
Potomac, Maryland 20854

Sole Director

Telenor Satellite Services Holdings, Inc.
Telenor Satellite, Inc.
Telenor Satellite Services, Inc.

Date 29. Nov. 2001

Britt Carina Horncastle
12001 Piney Glen Lane
Potomac, Maryland 20854

Sole Director

Telenor Broadband Services AS

Date:_____ By:_____

Stig Eide Sivertsen
P.O. Box 6914, St. Olavs plass
N-0130 Oslo, Norway

Chairman of the Board

Telenor Broadband Services AS

Date

Stig Eide Sivertsen
P.O. Box 6914, St. Olavs plass
N-0130 Oslo, Norway

Chairman of the Board

EXHIBIT A
CONDITION TO FCC LICENSES

IT IS FURTHER ORDERED, that the authorizations and the licenses related thereto are subject to compliance with the provisions of the Agreement attached hereto between Telenor Satellite Services Holdings, Inc., Telenor Satellite, Inc., Telenor Satellite Services, Inc. and Telenor Broadband Services AS and the Department of Justice (the "DOJ") and the Federal Bureau of Investigation (the "FBI"), dated November 29, 2001, which Agreement is designed to address national security, law enforcement, and public safety concerns of the DOJ and the FBI regarding the authorizations and licenses granted herein. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c)(1) and the FCC's implementing regulations.

EXHIBIT B

Amendment No. 1

This **Amendment No. 1** (this "**Amendment**") to the "Agreement," dated November 29, 2001, a copy of which is attached hereto as Exhibit A (the "**Agreement**"), by and among the Federal Bureau of Investigation ("**FBI**"), the Department of Justice ("**DOJ**"), Telenor Broadband Services AS, of which Telenor Satellite Services AS ("**TSS**") is the successor in interest, Telenor Satellite Services Holdings, Inc. ("**TSSH**"), Telenor Satellite, Inc. ("**TSI**"), and Telenor Satellite Services, Inc. ("**TSSI**") ("2001 Signatories"), is entered into by and among the 2001 Signatories, Inceptum 1 AS ("**Inceptum**"), Mobsat Holding US, Inc. ("**Mobsat Holding**"), GMPCS Personal Communications, Inc. ("**GMPCS**"), Marlink, Inc. ("**Marlink**"), Telenor Secure Services, Inc. ("**Telenor Secure**"), MindSparX, Inc. ("**MindSparX**"), and the Department of Homeland Security ("**DHS,**" and collectively with the 2001 Signatories, Inceptum, Mobsat Holding, GMPCS, Marlink, Telenor Secure, and MindSparX, the "**Parties**"), with effect as of the date of the last signature hereto ("Effective Date").

Whereas the 2001 Signatories desire to amend the Agreement to add new parties to the Agreement and to clarify the obligations of all parties under the Agreement, as of the Effective Date.

Now, therefore, for and in consideration of the covenants, terms and conditions of this Amendment, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. This Amendment is entered into pursuant to Section 9.7 of the Agreement.

Section 2. The Agreement shall be amended as of the Effective Date as follows: (i) Inceptum, GMPCS, Marlink, Telenor Secure, and MindSparX are hereby added as signatories and parties to the Agreement with all the rights, benefits and obligations of Telenor, as that term is defined in the Agreement; and (ii) all references to Telenor Satellite Services Holdings, Inc. are hereby amended to refer to Mobsat Holding US, Inc.

Section 3. The Agreement shall be amended with effect that, as of the Effective Date, DHS is hereby added as a signatory and party to the Agreement with all the rights, benefits and obligations of DOJ and FBI.

Section 4. The Agreement shall be amended as of the Effective Date to modify Article 3.5 as follows:

(i) Following the heading, "3.5 Points of Contact:", insert the subheading, "3.5.1 Designation, Availability, Eligibility.", before the words "Within thirty (30) days after the Consummation Date,...".

(ii) Following the end of the current Article 3.5, insert the following:

"3.5.2. Security Clearance Review. Individuals to be designated as points of contact under Section 3.5.1 shall submit an application for an appropriate U.S. security clearance to the Domestic Communications company by which they are employed. That Domestic Communications company shall collect and review such applications and determine whether the individuals meet company security standards and, in their opinion, are eligible to apply for a U.S. security clearance; and, if so, the Domestic Communications company shall offer to forward such applications to the FBI, DOJ, and DHS. The FBI, DOJ, and DHS may choose to review, defer or complete action on such clearance applications as they deem necessary.

Section 5. The Agreement shall be amended as of the Effective Date to modify Article 9.1 by adding the following Parties:

Department of Justice
Assistant Attorney General
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

Department of Homeland Security
Assistant Secretary for Policy
e-mail: ip-fcc@dhs.gov

Section 6. Except as expressly amended by this Amendment, all terms of the Agreement shall remain in full force and effect. This Amendment may be signed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

Section 7. This Amendment, including its Sections 1, 2, 3, 4 and 5, shall become binding upon the Parties upon the closing of the Share Purchase Agreement between Telenor ASA and Inceptum 1 AS regarding Telenor Satellite Services AS ("**SPA**"), dated October 25, 2006.

Section 8. Notwithstanding the foregoing, this Amendment shall become null and void upon termination of the SPA pursuant to Section 8 of the SPA, in which case the Agreement shall continue in effect without change.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

In witness whereof, the undersigned have caused this Amendment No. 1 to be duly executed:

U.S. Department of Justice

By:_____
Name:_____
Title:_____
Date:_____

U.S. Department of Homeland Security

By:_____
Name: Stewart A. Baker
Title: Assistant Secretary for Policy
Date: 2 March 2007

Federal Bureau of Investigation

By:_____
Name:_____
Title:_____
Date:_____

Telenor Satellite Services AS

By:_____
Name:_____
Title:_____
Date:_____

Inceptum A AS

By:_____
Name: Bertrand Pivin
Title: Chairman of the Board
Date: 23 Feb. 2007

Telenor Satellite Services Holdings, Inc.
Telenor Satellite Services, Inc.
Telenor Satellite, Inc.
GMPCS Personal Communications, Inc.
Marlink, Inc.
Telenor Secure Services, Inc.
MindSparX, Inc.

By:_____
Name:_____
Title:_____
Date:_____

Mobsat Holding US, Inc.

By:_____
Name: Bertrand Pivin
Title: Sole Director
Date: 23 Feb 2007

Exhibit A: Agreement dated November 29, 2001

In witness whereof, the undersigned have caused this Amendment No. 1 to be duly executed:

U.S. Department of Justice

By:_____
Name:_____
Title:_____
Date:_____

U.S. Department of Homeland Security

By:_____
Name:_____
Title:_____
Date:_____

Federal Bureau of Investigation

By:_____
Name:_____
Title:_____
Date:_____

Telenor Satellite Services, AS
GMPCS Personal Communications, Inc.

By: Morten Tengs
Name: MORTEN TENGS
Title: C.E.O
Date: 23 feb. 2007

Telenor Satellite Services Holdings, Inc.
Telenor Satellite Services, Inc.
Telenor Satellite, Inc.
Marlink, Inc.
MindSparX, Inc.

By: Robert M. Baker
Name: Robert M. Baker
Title: President
Date: 2/23/07

Telenor Secure Services, Inc.

By: James G. Lovelace
Name: James G. Lovelace
Title: President
Date: 2/23/2007

Inceptum 1 AS

By:_____
Name:_____
Title:_____
Date:_____

Mobsat Holding US, Inc.

By:_____
Name:_____
Title:_____
Date:_____

Exhibit A: Agreement dated November 29, 2001

Section 3.5 of the November 29, 2001 Agreement, as amended pursuant to proposed Amendment No. 1

3.5 Points of Contact.

3.5.1 Designation, Availability, Eligibility. Within thirty (30) days after the Consummation Date, Telenor USA shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process. The points of contact shall be assigned to a Telenor USA office in the U.S., and will be available twenty-four (24) hours per day, seven (7) days per week and shall be responsible for accepting service and for maintaining the security of Sensitive, Controlled Unclassified, and Classified Information and any Lawful U.S. Process for Electronic Surveillance in accordance with the requirements of U.S. law and regulation. Telenor USA shall immediately notify the DHS, FBI and the DOJ in writing of the points of contact, and thereafter shall promptly notify the DHS, FBI and the DOJ of any change in such designation. The points of contact shall be U.S. citizens who are eligible for appropriate U.S. security clearances. Telenor USA shall cooperate with any U.S. government request that a background check and/or security clearance process be completed for a designated point of contact.

3.5.2 Security Clearance Review. Individuals to be designated as points of contact under Section 3.5.1 shall submit an application for an appropriate U.S. security clearance to the Domestic Communications company by which they are employed. That Domestic Communications company shall collect and review such applications and determine whether the individuals meet company security standards and, in their opinion, are eligible to apply for a U.S. security clearance; and, if so, the Domestic Communications company shall offer to forward such applications to the FBI, DOJ, and DHS. The FBI, DOJ, and DHS may choose to review, defer or complete action on such clearance applications as they deem necessary.

In witness whereof, the undersigned have caused this Amendment No. 1 to be duly executed:

U.S. Department of Justice

By:_____
Name:_____
Title:_____
Date:_____

U.S. Department of Homeland Security

By:_____
Name:_____
Title:_____
Date:_____

Federal Bureau of Investigation

By: Elaine N. Lammert
Name: Elaine N. Lammert
Title: Deputy General Counsel
Date: 3/5/07

Telenor Satellite Services AS

By:_____
Name:_____
Title:_____
Date:_____

Inceptum A AS

By:_____
Name: Bertrand Pivin
Title: Chairman of the Board
Date: 23 Feb. 2007

Telenor Satellite Services Holdings, Inc.
Telenor Satellite Services, Inc.
Telenor Satellite, Inc.
GMPCS Personal Communications, Inc.
Marlink, Inc.
Telenor Secure Services, Inc.
MindSparX, Inc.

By:_____
Name:_____
Title:_____
Date:_____

Mobsat Holding US, Inc.

By:_____
Name: Bertrand Pivin
Title: Sole Director
Date: 23 Feb 2007

Exhibit A: Agreement dated November 29, 2001

In witness whereof, the undersigned have caused this Amendment No. 1 to be duly executed:

U.S. Department of Justice

By: [signature]
Name: Charles M. Steele
Title: Chief of Staff National Security Division
Date: 02-26-07

U.S. Department of Homeland Security

By:_____
Name:_____
Title:_____
Date:_____

Federal Bureau of Investigation

By:_____
Name:_____
Title:_____
Date:_____

Telenor Satellite Services AS

By:_____
Name:_____
Title:_____
Date:_____

Inceptum A AS

By: [signature]
Name: Bertrand Pivin
Title: Chairman of the Board
Date: 23 Feb. 2007

Telenor Satellite Services Holdings, Inc.
Telenor Satellite Services, Inc.
Telenor Satellite, Inc.
GMPCS Personal Communications, Inc.
Marlink, Inc.
Telenor Secure Services, Inc.
MindSparX, Inc.

By:_____
Name:_____
Title:_____
Date:_____

Mobsat Holding US, Inc.

By: [signature]
Name: Bertrand Pivin
Title: Sole Director
Date: 23 Feb 2007

Exhibit A: Agreement dated November 29, 2001

EXHIBIT C

Amendment No. 2

This Amendment No. 2 to the Agreement dated November 29, 2001, as amended by Amendment No. 1 executed in March 2007, copies of which are attached hereto as Exhibits A and B respectively (the "Amended Agreement"), by and among the DEPARTMENT OF JUSTICE ("DOJ"), the DEPARTMENT OF HOMELAND SECURITY ("DHS"), the FEDERAL BUREAU OF INVESTIGATION ("FBI"), INCEPTUM 1 AS (now known as MOBSAT HOLDING NORWAY AS, "MHN"), TELENOR SATELLITE SERVICES AS (successor in interest to TELENOR BROADBAND SERVICES AS, "TBS" and now known as VIZADA AS, "VA"), TELENOR SATELLITE SERVICES HOLDINGS, INC. ("TSSH"), MOBSAT HOLDING US, INC. (now known as MOBSAT HOLDING US CORP., "MH"), TELENOR SATELLITE, INC. ("TSI," now known as VIZADA SATELLITE, INC., "VS"), TELENOR SATELLITE SERVICES, INC. ("TSSI," now known as VIZADA, INC., "VI"), GMPCS PERSONAL COMMUNICATIONS, INC. ("GMPCS"), MARLINK, INC. ("MI"), TELENOR SECURE SERVICES, INC. (now known as VIZADA SECURE SERVICES, INC., "VSEC") and MINDSPARX, INC. ("MX") is entered into by and among DOJ, DHS, FBI, MHN, VA, MH, VI, MI, VSEC, VIZADA SERVICES HOLDING, INC. ("VSH") and VIZADA SERVICES LLC ("VLLC") (collectively, the "Parties"), and is effective as of the date of the last signature hereto ("Effective Date").

Whereas the names of several of the Parties have been changed, as noted above, subsequent to the execution of Amendment No. 1;

Whereas MHN and certain of its subsidiaries have accomplished corporate reorganization subsequent to Amendment No. 1 whereby TSSH was merged into MH with MH surviving and VS and MX were merged into VI with VI surviving;

Whereas the ownership of VSH and VLLC has been restructured subsequent to Amendment No. 1 by transferring ownership of VSH, which is VLLC's immediate parent company, to MH;

Whereas MH sold GMPCS pursuant to a stock purchase agreement among NETWORK INNOVATIONS INC., NETWORK TERRACOM INC., MH, VI and GMPCS, in a transaction which closed March 19, 2008 and MH no longer has ownership or control of GMPCS, and

Whereas the Parties desire to amend the Agreement to accurately refer to the Parties by new names as appropriate, remove Parties no longer in the MH group of companies subject to the Agreement and add VSH and VLLC to the Agreement, as of the Effective Date.

Now, therefore, in consideration of the promises, terms and conditions of this Amendment No. 2, and for other consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. This Amendment No. 2 is entered into pursuant to Section 9.7 of the Agreement.

Section 2. The parties recognize that TSSH, VS and MX no longer exist and that, as of the Effective Date of this Amendment No. 2, are removed as signatories and parties to the Amended Agreement .

RB/ QHC

Section 3. As of the Effective Date, GMPCS is hereby removed as a signatory and party to the Amended Agreement, and GMPCS has none of the rights, benefits, or obligations of the MH subsidiaries that are subject to the Amended Agreement.

Section 4. As of the Effective Date, VSH and VLLC are hereby added as signatories and parties to the Amended Agreement with all the rights, benefits and obligations of the MH subsidiaries that are subject to the Amended Agreement.

Section 5. As of the Effective Date, the Agreement shall be amended with effect that Section 2.1 is modified to allow for more than one Implementation Plan inasmuch as VLLC may require its own separate Implementation Plan. The modified Section 2.1 is as follows:

> 2.1 Implementation Plan(s). Certain of the rights and obligations of the Parties are set forth in further detail in one or more Implementation Plan(s), which are executed by Vizada and are incorporated in and constitute an integral part of this Agreement. Vizada shall comply with the Implementation Plan(s), subject to possible modifications in accordance with Article 9 of this Agreement. The Implementation Plan(s) and all provisions of this Agreement related to it, unless otherwise specified herein, are effective on the dates specified therein.

Section 6. As of the Effective Date, (i) all references to TSSH are hereby amended to refer to MH, all references to TSI and TSSI are hereby amended to refer to VI, and all references to TBS are hereby amended to refer to VA; (ii) MH, VI, MI, VSEC, VSH and VLLC are collectively referred to as "VIZADA USA" and VIZADA USA, MHN and VA are collectively referred to as "VIZADA;" and (iii) all references to TELENOR USA are hereby amended to refer to VIZADA USA and all references to TELENOR are hereby amended to refer to VIZADA.

Section 7. Except as expressly amended by this Amendment No. 2, all of the terms in the original Agreement, as amended by Amendment No. 1, shall remain in full force and effect. This Amendment No. 2 may be signed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

RB|AH

In witness whereof, the undersigned have caused this Amendment No. 2 to be duly executed:

Mobsat Holding Norway AS

By: M Ellison
Name: Mark Ellison
Title: Director
Date: 02/10/08

Vizada AS

By: M Ellison
Name: Mark Ellison
Title: Director
Date: 02/10/08

Mobsat Holding US Corp.

By: Robert M. Baker
Name: Robert M. Baker
Title: Director
Date: 9/25/08

Vizada Services Holding, Inc.
Vizada Services LLC

By: Robert M. Baker
Name: Robert M. Baker
Title: President
Date: 9/25/08

Vizada, Inc.
Marlink, Inc.
Vizada Secure Services, Inc.

By: Robert M. Baker
Name: Robert M. Baker
Title: President
Date: 9/25/08

U.S. Department of Justice

By:_____
Name:_____
Title:_____
Date:_____

U.S. Department of Homeland Security

By:_____
Name:_____
Title:_____
Date:_____

Exhibit A: Agreement dated November 29, 2001

Exhibit B: Amendment No. 1 to the Agreement

RB/

In witness whereof, the undersigned have caused this Amendment No. 2 to be duly executed:

Mobsat Holding Norway AS

By:_____
Name:_____
Title:_____
Date:_____

Vizada AS

By:_____
Name:_____
Title:_____
Date:_____

Mobsat Holding US Corp.

By:_____
Name:_____
Title:_____
Date:_____

Vizada Services Holding, Inc.
Vizada Services LLC

By:_____
Name:_____
Title:_____
Date:_____

Vizada, Inc.
Marlink, Inc.
Vizada Secure Services, Inc.

By:_____
Name:_____
Title:_____
Date:_____

U.S. Department of Justice

By: CAMSA for J. Patrick Rowan
Name: C. Steele
Title: Chief of Staff, National Security Division
Date: 9-17-08

U.S. Department of Homeland Security

By:_____
Name:_____
Title:_____
Date:_____

Exhibit A: Agreement dated November 29, 2001

Exhibit B: Amendment No. 1 to the Agreement

In witness whereof, the undersigned have caused this Amendment No. 2 to be duly executed:

Mobsat Holding Norway AS

By:_____
Name:_____
Title:_____
Date:_____

Vizada AS

By:_____
Name:_____
Title:_____
Date:_____

Mobsat Holding US Corp.

By:_____
Name:_____
Title:_____
Date:_____

Vizada Services Holding, Inc.
Vizada Services LLC

By:_____
Name:_____
Title:_____
Date:_____

Vizada, Inc.
Marlink, Inc.
Vizada Secure Services, Inc.

By:_____
Name:_____
Title:_____
Date:_____

U.S. Department of Justice

By:_____
Name:_____
Title:_____
Date:_____

U.S. Department of Homeland Security

By:_____
Name:_____
Title:_____
Date:_____

Exhibit A: Agreement dated November 29, 2001

Exhibit B: Amendment No. 1 to the Agreement

CERTFICATE OF SERVICE

I hereby certify that on this 9th day of January, 2009, I caused a true and correct copy of the foregoing PETITION TO ADOPT CONDITIONS TO AUTHORIZATIONS AND LICENSES to be served via electronic mail delivery to each of the following parties:

Helen Domenici, Chief
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

John Giusti, Deputy Bureau Chief
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Roderick Porter, Deputy Bureau Chief
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Arthur Lechtman, Legal Advisor
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Steven Spaeth, Legal Advisor
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

James Ball, Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Howard Griboff, Deputy Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

George Li, Deputy Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Francis Gutierrez, Associate Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

David Krech, Associate Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

JoAnn Sutton, Assistant Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Paul Locke, Assistant Chief of Engineering
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Susan O'Connell
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Robert Nelson, Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Cassandra Thomas, Deputy Division Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Fern Jarmulnek, Deputy Division Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Karl Kensinger, Associate Division Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
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Kathyrn Medley, Branch Chief
Engineering Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Andrea Kelly, Branch Chief
Policy Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Scott Kotler, Branch Chief
System Analysis Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Stephen Duall
Policy Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Jeanette Spriggs
Policy Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Barbara Spencer
Robert W. Swanson
James G. Lovelace
Vizada
1101 Wootton Parkway
Rockville, MD 20852

/s/ Valerie M. Barrish

Valerie M. Barrish