

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 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.

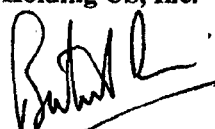
By: 
Name: Bertrand Pivin
Title: Sole Director
Date: 23 Feb 2007

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: _____

Federal Bureau of Investigation

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

**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: Pres. dent
Date: 2/23/07

Inceptum 1 AS

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

U.S. Department of Homeland Security

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 Secure Services, Inc.

By: James G. Lovelace
Name: JAMES G. LOVELACE
Title: PRPRESIDENT
Date: 2/23/2007

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

U.S. Department of Homeland Security

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

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

Federal Bureau of Investigation

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

Telenor Satellite Services AS

Inceptum AS

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

By: *Bertrand Pivin*
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.

Mobsat Holding US, Inc.

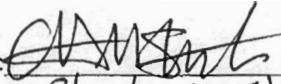
By: _____
Name: _____
Title: _____
Date: _____

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

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

U.S. Department of Justice

U.S. Department of Homeland Security

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

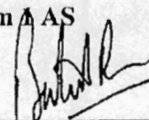
By: _____
Name: _____
Title: _____
Date: _____

Federal Bureau of Investigation

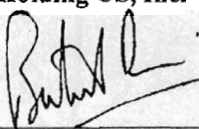
By: _____
Name: _____
Title: _____
Date: _____

Telenor Satellite Services AS

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

Inceptum AAS
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.**

Mobsat Holding US, Inc.
By: 
Name: Bertrand Pivin
Title: Sale Director
Date: 23 Feb 2007

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

Exhibit A: Agreement dated November 29, 2001