

## 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.

**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/ARZ

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

**Mobsat Holding Norway AS**

**Vizada AS**

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

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

**Mobsat Holding US Corp.**

**Vizada Services Holding, Inc.  
Vizada Services LLC**

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

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

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

**U.S. Department of Justice**

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

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/ABZ*

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

**Mobsat Holding Norway AS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mobsat Holding US Corp.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Vizada AS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Vizada Services Holding, Inc.  
Vizada Services LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**U.S. Department of Justice**

By: CAUSA 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