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SEP 25 2003

Federal Communications Commission  
Office of Secretary

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September 25, 2003

BY HAND DELIVERY

*Satellite Division*

~~Marlene H. Dortch, Secretary~~  
Federal Communications Commission  
The Portals Building  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

Int'l Bureau

SEP 26 2003

Front Office

Re: PanAmSat Licensee Corp.  
Application For Authority to Launch and Operate a Replacement Fixed-Satellite Service Space Station  
File No. SAT-AMD-20030228-00020  
Call Sign: S2386

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Dear Ms. Dortch:

Pursuant to an informal request from the International Bureau, PanAmSat Licensee Corp. ("PanAmSat") hereby submits a redacted copy of the "Limited Liability Company Agreement" (the "Limited Liability Agreement") of Horizons Satellite LLC, by and between PanAmSat Corporation ("PanAmSat") and JSAT International, Inc. ("JSAT").<sup>1</sup> The Bureau made the request in connection with its processing of the above-referenced "Galaxy XIII" space station application. In particular, the Bureau requested information relating to TT&C operations. The enclosed version of the Limited Liability Agreement, which has been redacted, sets forth the terms and conditions agreed to by PanAmSat and JSAT concerning TT&C operations.


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<sup>1</sup> Under separate cover, also pursuant to an informal request from the Bureau, PanAmSat is filing the Executive Agreement with JSAT under a request for confidential treatment.

Marlene H. Dortch, Secretary  
September 25, 2003  
Page 2

Any questions concerning this filing should be directed to the undersigned.

Respectfully submitted,



Joseph A. Godles  
Michael A. McCoin  
Attorneys for PanAmSat Corporation

Attachment

Cc: Karl Kensinger, FCC  
John Coles, FCC  
Phillip Spector, counsel for JSAT  
Jeff Olson, counsel for JSAT

EXECUTION COPY

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
HORIZONS SATELLITE LLC**

Proprietary Information of PanAmSat Corporation  
and JSAT International, Inc.

NY2 - 297776.05  
C/O: #62.60

## LIMITED LIABILITY COMPANY AGREEMENT

of

### HORIZONS SATELLITE LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT of HORIZONS SATELLITE LLC, a limited liability company organized pursuant to the Delaware Limited Liability Company Act, is entered into and shall be effective as of August 1, 2001, by and among HORIZONS SATELLITE LLC and each of the Persons listed on the signature pages hereto.

WHEREAS, the Members (as defined below) have formed a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, Title 6, Chapter 18, § 101 et seq. of the Delaware Code;

WHEREAS, the Company (as defined below) is being formed for the purpose of:

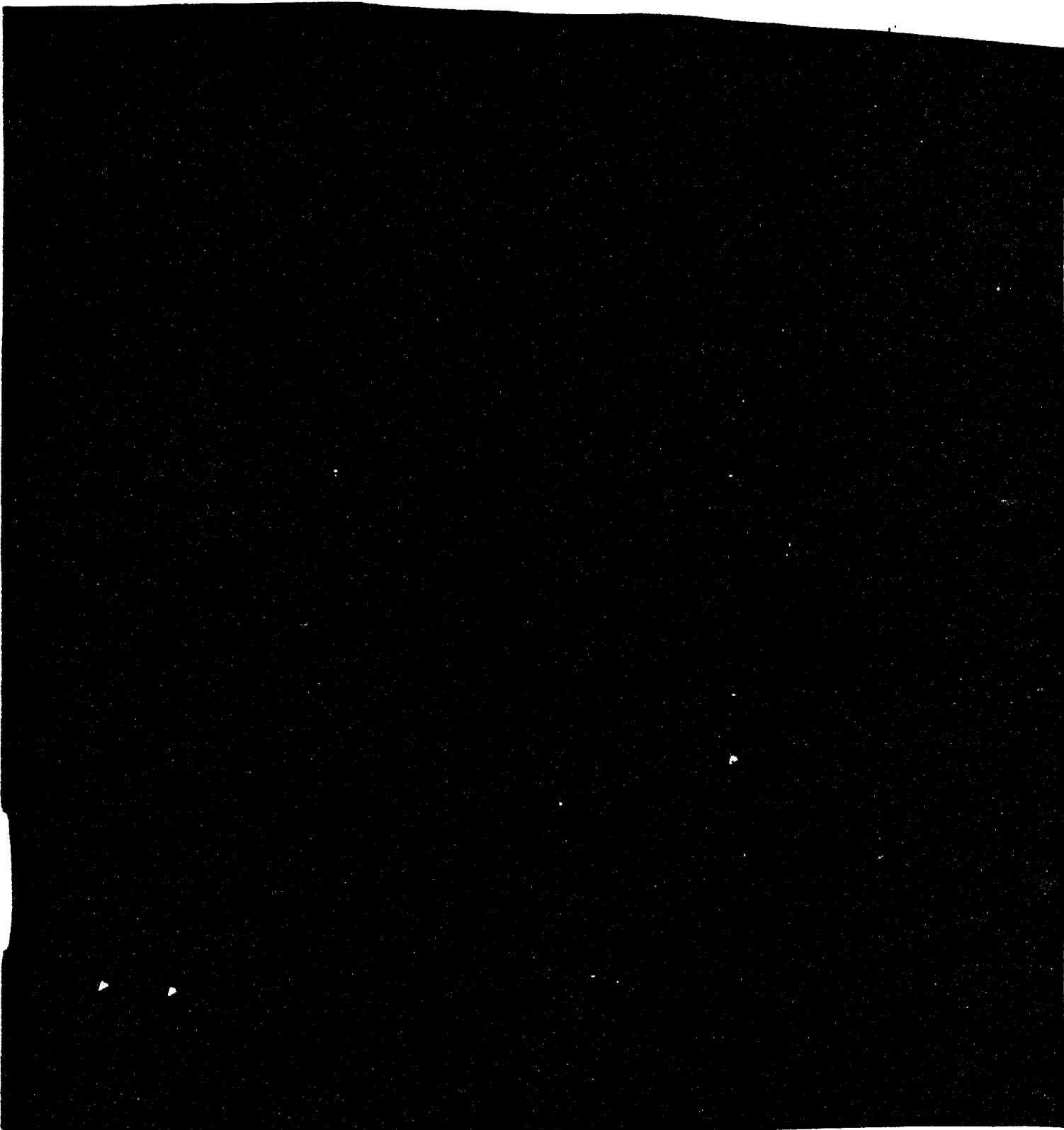
- (i) obtaining a License (as defined below) from the Ministry of Public Management, Home Affairs, Post and Telecommunications of Japan to operate the Ku-band Portion (as defined below) at the Slot (as defined below);
- (ii) purchasing, launching, operating and insuring the Ku-band Portion of a 601 HP hybrid satellite manufactured by Boeing (as defined below) (the "Satellite") that will operate at the Slot in the Ku-band and the C-band (as defined below); and
- (iii) leasing the Ku-band transponder capacity of the Satellite;

WHEREAS, the Members desire to set forth their respective rights and obligations as Members of the Company and to provide for the management of the Company and its Affiliates (as defined below) and for the conduct of the business of the Company;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Members hereby agree as follows:

**PAGES 2 - 8**

**REDACTED**



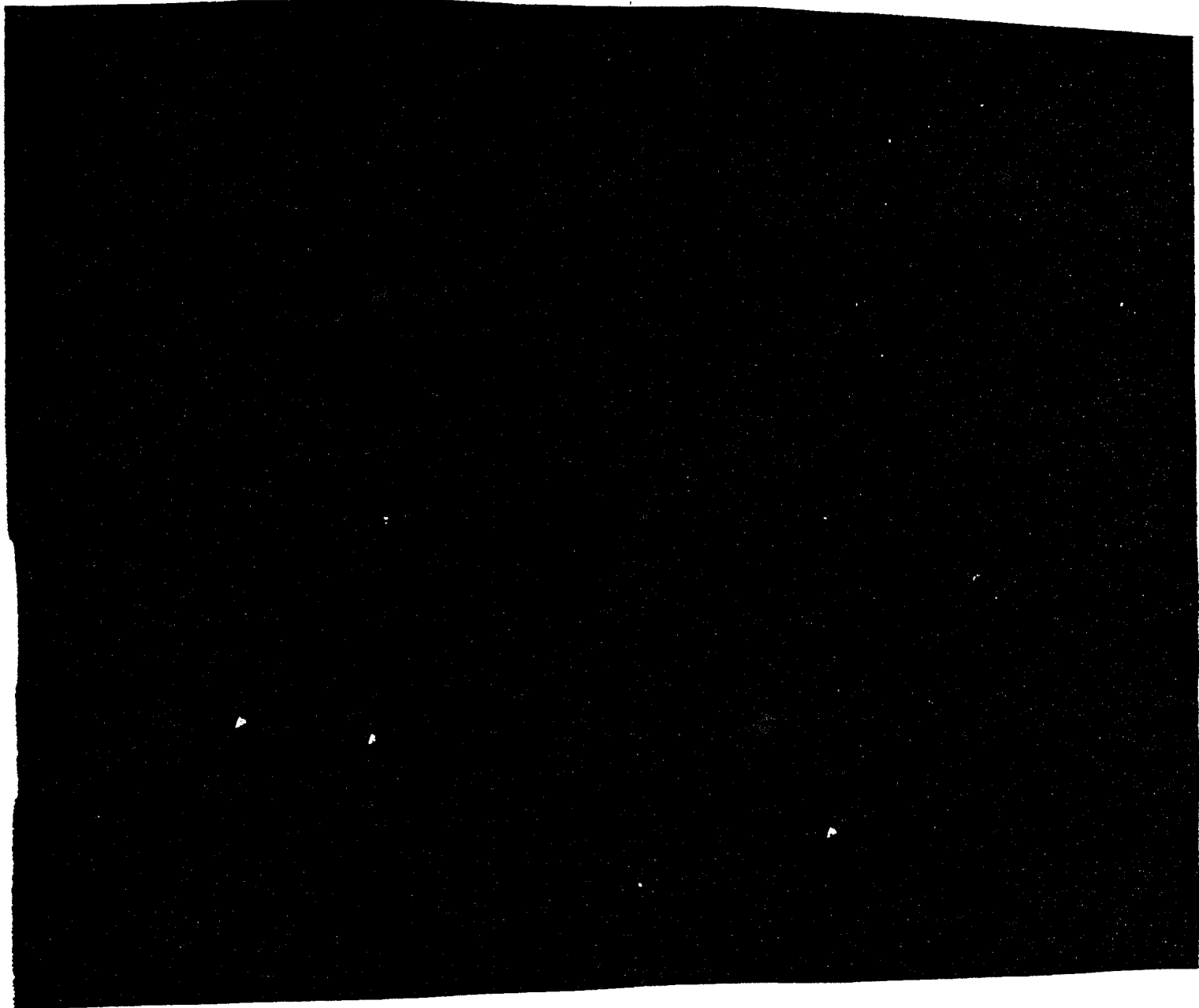
Section 1.55 TT&C Fee. As defined in Section 6.2 hereof.

Section 1.56 TT&C Ground Facilities. As defined in Section 6.1 hereof.

Section 1.57 TT&C Representatives. As defined in Section 6.2 hereof.

Section 1.58 TT&C Services. As defined in Section 6.2 hereof.

Section 1.59 TT&C Services and Facilities. As defined in Schedule 6.2  
hereof.



**PAGES 11 - 13**

**REDACTED**



## Article VI

### OPERATIONS OF THE SATELLITE

Section 6.1 Until Handover. The Construction Contract requires Boeing to operate the Satellite for an initial in-orbit test period (which may be extended under certain circumstances specified in the Construction Contract) after which time responsibility for satellite operations shall be transferred from Boeing to the Members. The Members agree that simultaneously with such transfer, responsibility for satellite operations shall be transferred from the Members to the Company (such transfer, the "Handover"). PanAmSat shall provide, at PanAmSat's expense and on behalf of the Members and the Company, certain ground station facilities (the "TT&C Ground Facilities") to be used by Boeing for Boeing's provision of transfer orbit and pre-Handover operations, and PanAmSat shall be entitled to retain any cost reimbursement with respect thereto that the Members or the Company may receive from Boeing.

Section 6.2 TT&C After Handover. Subject to Section 6.5, from Handover until this Agreement is terminated, PanAmSat shall provide TT&C services for the Satellite as set forth in Schedule 6.2 (the "TT&C Services"). In consideration for the provision of TT&C Ground Facilities and TT&C Services (subject to Section 6.5 below), the Company shall pay PanAmSat, monthly in advance, ██████████ per month (the "TT&C Fee"), net of any tax on the provision of such facilities and services or any withholding. Each Member shall assign qualified engineering representatives ("TT&C Representatives"), one or more of whom assigned by each Member shall be available twenty-four hours per day, seven days a week, by telephone, to the extent permitted by applicable law, to consult with each other (in English), as required by the following sentence, with respect to PanAmSat's provision of such TT&C Ground Facilities and TT&C Services. To the extent operationally feasible and to the extent permitted by applicable law, PanAmSat's TT&C Representative(s) shall notify JSAT's TT&C Representative(s) in advance of all maneuvers of the Satellite planned to be conducted by PanAmSat in performing the TT&C Services, except for routine stationkeeping maneuvers and any actions described in Section 6.3 below, and shall seek in good faith to reach consensus decision as to such maneuvers within the timeframe necessary or appropriate under the circumstances to take action. If PanAmSat fails to provide the TT&C Ground Facilities and TT&C Services as required pursuant to this Section 6.2, the Company shall, at the election of JSAT's Manager, withhold payment of the TT&C Fee during the period of such non-compliance. JSAT shall have the right, within one year after execution of this Agreement, and not less than once per calendar year thereafter, to

cause its TT&C Representatives, or any of them, to inspect the TT&C Ground Facilities and to review, in consultation with PanAmSat's TT&C Representatives, the provision by PanAmSat of the TT&C Services and any changes thereto since the previous review.

Section 6.3 Emergency Actions. In the event that, in PanAmSat's good faith engineering judgment, immediate action is required to protect the health or performance of the Satellite, or to prevent intra or intersatellite interference, PanAmSat may take (and/or, as relevant, require those transmitting to the Satellite to take) such actions as PanAmSat deems in its good faith engineering judgment are necessary, without undertaking the consultation and decision processes described in Section 6.2 above. In all such circumstances, to the extent permitted by applicable law, PanAmSat shall immediately notify JSAT of the situation, orally to be followed in writing, and the Parties' TT&C Representatives shall engage in the consultation and decision processes referred to above as to appropriate further steps and follow-up action that should be taken, as emergency conditions permit.

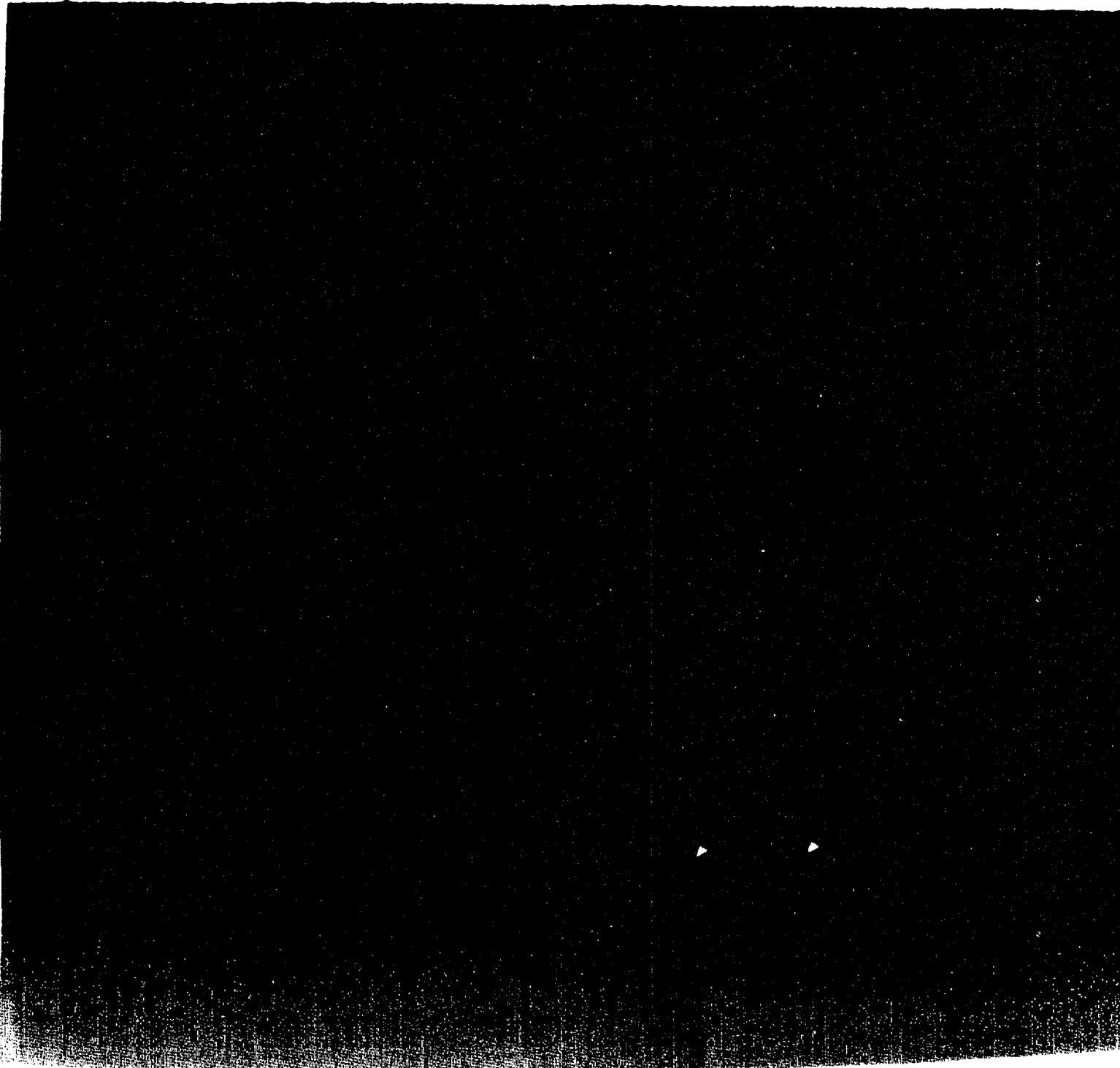
Section 6.4 Disagreements. If the TT&C Representatives are unable to agree with respect to any matter for which consultation is required under Sections 6.2 or 6.3, the TT&C Representatives shall notify the Managers in writing setting forth the nature of the disagreement as well as, to the extent permitted by applicable law, such other information as may be relevant to a determination of the Managers. The Managers shall undertake good faith and diligent efforts to attempt to resolve the disagreement.

Section 6.5 Post-Termination TT&C Services. In the event that JSAT acquires PanAmSat's Project Interests pursuant to a termination of the Agreement, PanAmSat shall continue to provide, and the Company shall continue to accept, until the Satellite is taken out of geosynchronous orbit or has insufficient fuel to maintain such an orbit, TT&C Services for the Satellite for an amount equal to the TT&C Fee. In such event, the provisions of this Article VI and Schedule 6.2 shall continue to apply to the provision of TT&C Services; provided that, PanAmSat's provision, and the Company's acceptance, of TT&C Services shall otherwise be made in accordance with PanAmSat's standard terms and conditions for TT&C Services to third parties.

Section 6.6 Network Operations. The Company hereby authorizes the Members to provide Engineering Services (as defined in the Agreement) pursuant to the terms and conditions of the Agreement.

Section 6.7 Third Party Claims. The Members shall share equally the risk of loss and liabilities arising from third party claims relating to the Company, including, without limitation, as a result of the provision of TT&C Services and Facilities (as defined in Schedule 6.2), provided that PanAmSat alone shall bear all risk of loss and liability arising from, and shall indemnify the Company and/or JSAT with respect to,

third party claims based on intentional or reckless misconduct by PanAmSat (as opposed to individual misconduct of one or more of PanAmSat's employees) in providing the TT&C Services and Facilities.



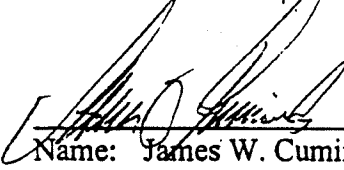
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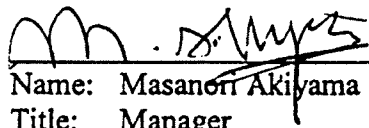
**PAGES 17 - 28**

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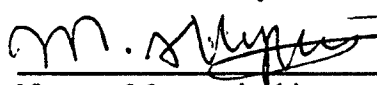
IN WITNESS WHEREOF, the parties hereto have executed the  
LLC Agreement as of the date hereof.

HORIZONS SATELLITE LLC

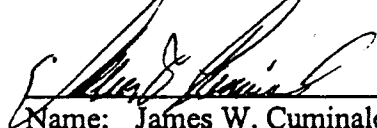
By:   
Name: James W. Cuminale, Esq.  
Title: Manager

By:   
Name: Masanori Akiyama  
Title: Manager

JSAT INTERNATIONAL INC.

By:   
Name: Masanori Akiyama  
Title: President and Chief  
Executive Officer

PANAMSAT CORPORATION

By:   
Name: James W. Cuminale, Esq.  
Title: Executive Vice President  
and General Counsel

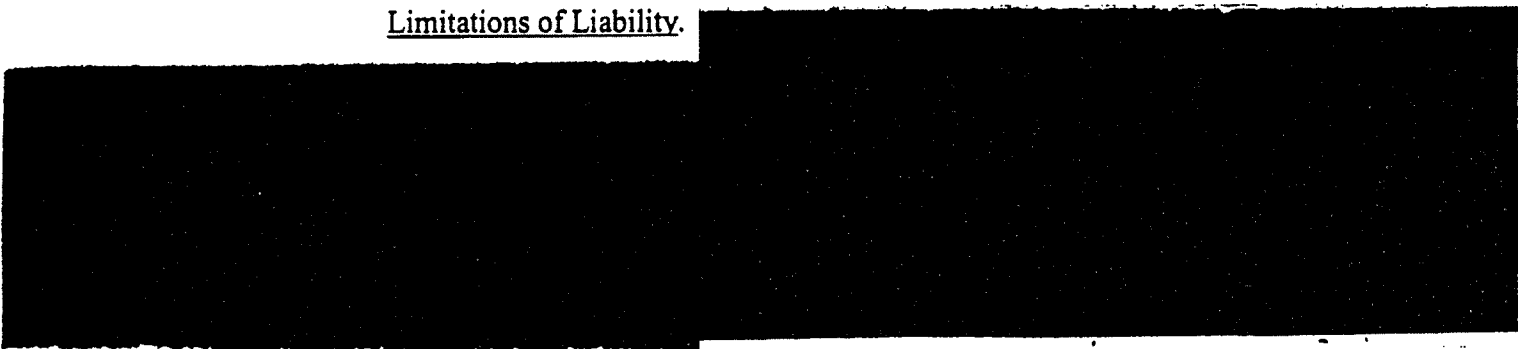
## Schedule 6.2

### TT&C Services

PanAmSat shall provide standard satellite health and safety operations for the Satellite 24 hours per day, 7 days a week, in the same professional manner in which similar services are performed by PanAmSat for satellites owned by PanAmSat and its Affiliates ("TT&C Services"). TT&C Services shall include:

- A dedicated antenna which includes baseband capability to serve as the primary TT&C antenna
- A dedicated receive-only antenna to serve as the redundant telemetry antenna
- A shared transmit antenna to serve as the redundant command antenna
- An Operations Control Center (OCC) staffed 24 hours per day, 7 days per week with personnel fully trained in satellite health and safety operations procedures
- An Alternate Recovery Facility (ARF) which provides backup capability to the OCC
- Satellite engineering analysis to implement configuration changes, perform analysis and make recommendations (in consultation with the satellite manufacturer, as necessary) regarding anomaly resolution, and long-term trending of Satellite performance
- Orbital analysis to perform orbit determination and sun outage analysis and plan satellite maneuvers, including normal stationkeeping maneuvers as well as special maneuvers such as station changes and de-orbit maneuvers
- All services listed above are contingent upon delivery of ground operating software and satellite-specific databases and documentation from the satellite manufacturer per the provision of the satellite procurement contract.

### Limitations of Liability.



**PAGE 2 OF SECHEDULE 6.2**

**REDACTED**