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July 29, 2002

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Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W., TW-A325
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Mobile Communications Holdings, Inc., File No. 180-SAT-P/LA-97(26)

Dear Ms. Dortch:

On behalf of Mobile Communications Holdings, Inc. ("MCHI"), in response to a request from the International Bureau,¹ MCHI submits the enclosed copy of a redacted, executed satellite sharing agreement with ICO Global Communications (Operations) Limited (the "Agreement"), which is suitable for public inspection. The Agreement verifies that MCHI has satisfied the first milestone condition of its license to provide mobile satellite service ("MSS") in the 2 GHz band. Also enclosed is a declaration² of David Castiel, President and Executive Officer of MCHI, certifying MCHI's compliance with the initial construction milestone contained in MCHI's 2 GHz authorization. See Order and Authorization, 16 FCC Rcd 13794, 13800 at para. 16 (Int'l Bur. 2001).

Please direct any questions regarding this submission to the undersigned.

Respectfully submitted,

Tom W. Davidson, Esq.
Phil Marchese, Esq.

Enclosures

cc: Howard Griboff, Esq.

¹ See Letter from Cassandra C. Thomas, International Bureau, Federal Communications Commission, to Tom W. Davidson (July 18, 2002).

² See 47 C.F.R. § 1.16, which authorizes a person to submit a declaration in lieu of an affidavit.

DECLARATION

I, David Castiel, hereby certify that:

1. I am President and Chief Executive Officer of Mobile Communications Holdings, Inc. ("MCHI").

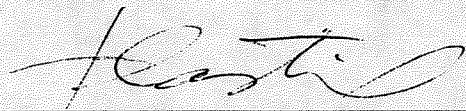
2. On July 12, 2002, MCHI entered into a satellite sharing agreement with ICO Global Communications (Holdings) Limited ("ICO") to purchase an undivided interest in certain capacity on the ICO satellite system.

3. On July 18, 2002, MCHI filed with the Federal Communications Commission an application to modify its 2 GHz MSS license to (i) change the technical specifications of its system to conform with those of the ICO system; and (ii) change its authorized feeder link frequencies to the 5150-5250 MHz band for uplink transmissions and the 6975-7075 MHz band for downlink transmissions.

4. ICO has certified its compliance with the first three of the five required construction milestones established by the Commission (i.e., entering into a non-contingent satellite manufacturing contract, completing critical design review, and commencing satellite construction) more than two years ahead of schedule. *See* Letter from Cheryl A. Tritt, Counsel for ICO, to Magalie Roman Salas, Secretary, FCC, Oct. 15, 2001.

5. With the execution of the satellite sharing agreement with ICO, MCHI has now satisfied the initial construction milestone contained in MCHI's 2 GHz authorization. *See Order and Authorization*, 16 FCC Rcd 13794, 13800 at para. 16 (Int'l Bur. 2001).

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 26, 2002.



David Castiel
President and Chief Executive Officer
Mobile Communications Holdings, Inc.

SATELLITE SYSTEM SHARING AGREEMENT
BY AND BETWEEN
ICO GLOBAL COMMUNICATIONS (OPERATIONS) LIMITED
AND
MOBILE COMMUNICATIONS HOLDINGS, INC.

July 12, 2002

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SATELLITE SYSTEM SHARING AGREEMENT

This Satellite System Sharing Agreement is made as of July 12, 2002 (the "Effective Date"), by and between ICO Global Communications (Operations) Limited, a Cayman Islands company, with its principal executive office located at Symphony House, Cowley Business Park, High Street, Uxbridge Middlesex UB82AD, United Kingdom and Mobile Communications Holdings, Inc. ("MCHI"), a Delaware corporation, with its principal executive office located at 1133 21st Street, N.W., 8th Floor, Washington, DC 20036.

RECITALS

ICO (defined below) is authorized to provide mobile satellite services ("MSS") utilizing the 2 GHz frequency band in the United States and certain other jurisdictions around the world.

MCHI has been granted a license to construct, launch and operate a satellite system to provide MSS utilizing the 2 GHz frequency band in the United States. MCHI is a wholly owned subsidiary of Ellipso Private Holdings, Inc., which is a wholly owned subsidiary of Ellipso, Inc. ("Ellipso").

ICO has substantially completed construction of the ICO System (as defined below) and has launched one of its satellites.

MCHI has offered to purchase an undivided interest in certain ICO System Channels (as defined below), and desires to engage ICO to provide operational support for those ICO System Channels.

ICO desires to sell certain ICO System Channels to MCHI and to provide operational support for those ICO System Channels to MCHI.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto agree as follows:

1. DEFINITIONS.

"Affiliate" means, with respect to any Person, any Person controlling, controlled by or under common control with such Person; provided that neither party hereto shall by reason of entering into this Agreement and the consummation of the transactions contemplated hereby be an Affiliate of the other party or of the entity or entities, if any, through which the other party holds its Interest. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means this Satellite System Sharing Agreement and all schedules or exhibits attached hereto and incorporated into the Agreement by this reference and amendments to the Agreement.

"Bankruptcy Event" with respect to a Person means: (i) the voluntary commencement of any proceeding, or voluntary filing, by such Person of a petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code or under any other jurisdiction's insolvency, liquidation or similar laws (each such United States and other jurisdictions' laws being referred to as a "Bankruptcy Law"), or such Person's filing of an answer consenting to or acquiescing in any such petition; or (ii) the making by such Person of any general assignment for the benefit of its creditors or the admission by such Person in writing of its inability to pay its debts as they mature; or (iii) the consent by such Person to the filing of, the failure by such Person to contest successfully with respect to, or the granting of an order of relief with respect to (a) any involuntary petition or application under any Bankruptcy Law seeking an application for the appointment of a receiver, trustee, custodian, sequestrator or similar official for the assets of such Person, or (b) any involuntary petition or application under any Bankruptcy Law seeking liquidation, reorganization, arrangement or readjustment of its debts under any Bankruptcy Law; or (iv) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the assets of such Person under any Bankruptcy Law or otherwise.

"Bill of Sale" has the meaning set forth in Section 6.1.5.

"Business Day" means a day that is not a Saturday, Sunday or legal holiday on which commercial banking institutions in New York, New York are authorized to close.

"Channel" means a 150 kHz satellite channel on the ICO System.

"Closing Date" has the meaning set forth in Section 2.3.2.

"Commencement Date" means the date on which the ICO System Channels become available for commercial services as reasonably determined by ICO and consistent with ICO's representations to the FCC.

"Confidential Information" means all confidential documents and information furnished to a party or its Representatives from another party to the Agreement in connection with this Agreement or the transactions contemplated hereby.

"Disputes" means any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement including any alleged breach of any provision of, any contested termination of, or any contested validity of, this Agreement.

"ESBH" means ESBH, Inc., a Delaware corporation wholly owned by MCHI.

"Excess Coverage" means insurance coverage in excess of 100% of the insurable value of the ICO System.

"FCC" means the United States Federal Communications Commission.

"Force Majeure" means any acts of God; meteors; fire, flood, weather, or other catastrophes; other circumstances or events in the space environment or otherwise over which the parties have no reasonable control; any laws or regulations of any governmental agency or body; or national emergencies, insurrections, riots, embargoes, acts of terrorism, wars, or strikes, lockouts, work stoppages or other labor difficulties.

"ICO" means ICO Global Communications (Operations) Limited, a Cayman Islands company, and its Affiliates, successors and permitted assigns in accordance with the terms of this Agreement.

"ICO Costs" means the total costs incurred by ICO, directly or indirectly, to design, construct and deploy the ICO System through the Commencement Date including but not limited to the items set forth on Schedule A attached hereto.

"ICO System" means the medium earth orbit ("MEO") satellite constellation being constructed by ICO and operated in the 2 GHz frequency band in the United States pursuant to and in accordance with applicable FCC requirements and the FCC authorization granted to ICO.

"ICO System Channels" mean the total amount of Channel capacity on all of the MEO satellites comprising the ICO System.

"License" means MCHI's FCC authorization to provide Mobile Satellite Services in the 2 GHz frequency band.

"Lien" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind with respect to any asset.

"MCHI" means Mobile Communications Holdings, Inc., a corporation incorporated under the laws of the State of Delaware, and its successors and permitted assigns in accordance with the terms of this Agreement.

"MCHI Channels" means Channels on the ICO System that are assigned by ICO to MCHI and that correspond to the radiofrequencies assigned to MCHI. The number of Channels available to MCHI in each licensed market will be equal to a fraction, the numerator of which is the megahertz of MSS spectrum licensed to and cleared by MCHI in the applicable licensed market and the denominator of which is the total amount of spectrum available for use by the ICO System in the applicable licensed market, multiplied by the total ICO System Channels available in the applicable market, not to exceed 25% of the total ICO System Channels.

"MCHI Ownership Interest" means MCHI's undivided ownership interest in the MCHI Channels and its rights and obligations under this Agreement in respect of the ICO System and the ICO System Channels.

"O&M Agreement" shall have the meaning as set forth in Section 3.7.

"Operating Expenses" means the total costs incurred by ICO, directly and indirectly, to operate the ICO System including but not limited to the items set forth on Schedule A attached hereto.

"Operations Services" means the services to be provided by ICO to MCHI as described in Section 3.2.

"Operations Services Fees" means fees payable to ICO by MCHI pursuant to Section 3.1.

"Ownership Interest" means ownership of one or more Channels in the ICO System.

"Permitted Liens" means, with respect to any Person, undetermined or inchoate liens, privileges and charges incurred and incidental to the ordinary course of business which arise solely by operation of law and have not been filed pursuant to law against such Person or its assets and which relate to obligations which are not delinquent.

"Permitted Transferee" means the Person to which a party's interest is transferred in accordance with the terms of this Agreement.

"Percentage Insurance Interest" means the percentage of Satellite Insurance obtained by each party in accordance with Section 4.2.2.

"Person" means an individual, corporation, partnership, association, trust, limited liability company or any other entity or organization, including a court, a government or political subdivision or an agency, unit or instrumentality thereof.

"Purchase Price" means the amount to be paid by MCHI to ICO as described in Section 2.2.

"Representatives" means officers, directors, employees, partners, accountants, counsel, consultants, advisors' agents and financing parties of a party hereto.

"SANs" has the meaning set forth in Section 3.8.

"Satellite Failure" means at any time that one or more of the following events has occurred and is unremedied at such time: (i) physical loss or destruction of one or more satellites in the ICO System; (ii) inability of the ICO System to respond to commands from the ICO System operator; (iii) inability of the ICO System to maintain its orbital position or altitude with respect to the earth.

"Satellite Insurance" means in-orbit insurance.

"Services Operating Committee" means the group of individuals which will provide support to ICO for performing its Operation Services, as described in Section 3.3.

"Subsidiaries" means, with respect to any Person, any Person controlled by such Person. For purposes hereof, the term "control" (including the terms "controlling" and "controlled by") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

"Term" means the time period for this Agreement, as described in Section 7.1.

"TT&C" means tracking, telemetry and control services, drift, and other operational services in connection with a satellite.

"Uninsured Amount" shall have the meaning in Section 4.2.2.

2. SALE OF INTEREST IN ICO SYSTEM.

2.1 Sale of Interest in ICO System. Subject to the terms and conditions of this Agreement, ICO agrees to sell, assign and transfer to MCHI, and MCHI agrees to purchase from ICO, title to the MCHI Channels.

2.2 Purchase Price. The purchase price for the MCHI Channels shall be the sum of [REDACTED], plus [REDACTED] of all ICO Costs incurred following the date hereof (the "Purchase Price").

2.3 Payment. The Purchase Price shall be paid by MCHI to ICO as follows:

2.3.1 A deposit in the amount of [REDACTED] paid on the date hereof, receipt of which is hereby acknowledged by ICO; and

2.3.2 The remainder of the Purchase Price on the date that is thirty (30) days following the Commencement Date (the "Closing Date").

2.4 Conditions to Sale by ICO. The obligation of ICO to sell and transfer title to the MCHI Ownership Interest to MCHI shall be subject to the fulfillment of the following conditions precedent (or written waiver thereof by ICO) on or prior to the Closing Date:

2.4.1 The Commencement Date shall have occurred;

2.4.2 The Purchase Price shall have been paid in full;

2.4.3 MCHI shall have performed in all material respects all of its obligations hereunder required to be performed by it on or prior to the Closing Date;

2.4.4 The representations and warranties of MCHI contained in Section 6 or in any certificate or other writing delivered pursuant hereto shall be true in all material respects on each of the date hereof and the Closing Date, in each case as if made on and as of such date (except as otherwise expressly stated in the subject representation and warranty as being made as of the date of this Agreement, the Closing Date or another specific date);

2.4.5 ICO shall have received a certificate on the Closing Date signed by an executive officer of MCHI to the foregoing effect in Sections 2.4.3 and 2.4.4;

2.4.6 MCHI shall have executed and delivered to ICO the O&M.

2.4.7 The FCC shall have consented to modification of the License consistent with the provisions of this Agreement.

2.4.8 None of MCHI's certifications to the FCC of compliance with the milestones applicable to the License shall have been rejected or denied by the FCC or any court and is not subject to a pending challenge or review before any administrative or judicial body and the time period for such challenge or review has expired.

2.5 Conditions to Commencement Date and Purchase by MCHI. The occurrence of the Commencement Date shall be further subject to, and the obligation of MCHI to purchase the MCHI Ownership Interest shall be subject to the fulfillment of the following conditions precedent (or written waiver thereof by MCHI) at or prior to the Closing Date:

2.5.1 ICO shall have performed in all material respects all of its obligations hereunder which are required to be performed by it on or prior to the Closing Date;

2.5.2 The representations and warranties of ICO contained in Section 6 or in any certificate or other writing delivered pursuant hereto shall be true in all material respects on each of the date hereof and the Closing Date, in each case as if made on and as of such date (except as otherwise expressly stated in the subject representation and warranty as being made as of the date of this Agreement, the Closing Date or another specific date);

2.5.3 MCHI shall have received a certificate on the Closing Date signed by an executive officer of ICO to the foregoing effect in Sections 2.5.1 and 2.5.2; and

2.5.4 ICO shall have delivered the Bill of Sale and the O&M Agreement to MCHI.

2.5.5 The FCC shall have consented to modification of the License consistent with the provisions of this Agreement.

2.6 Payments and Taxes. All payments made by MCHI hereunder will be made without set off, counterclaim or other defense. In addition to the Purchase Price and Operations Services Fees, MCHI shall pay ICO upon receipt of its invoice for any taxes, duties, excises or other amounts however designated (except those based on ICO's net income), which ICO may be required to collect or pay upon the sale, use, licensing, or delivery of the MCHI Ownership Interest, Operations Services, or any other matter related to this Agreement.

2.7 Restriction on Transfer. MCHI shall not, without the prior written consent of ICO which may be withheld for any reason, or no reason, enter into any contract transferring or granting access, directly or indirectly, to all or any portion of the ICO System, or transfer, directly or indirectly, any interest MCHI may have in the Agreement or the ICO System, except that MCHI may sell communications services to its customers on a wholesale or retail basis utilizing the MCHI Channels following the Closing Date, and MCHI may assign this Agreement to its wholly owned subsidiary, ESBH, in the event that the FCC approves the transfer of the License from MCHI to its wholly owned subsidiary, ESBH.

2.8 Delivery of MCHI Channels. ICO shall cause the ICO System to be completed, and the MCHI Channels to be available to MCHI, on a schedule that does not preclude MCHI from satisfying the milestones imposed by the FCC in connection with the License, provided however, that nothing contained herein shall be deemed to constitute a representation, warranty or covenant of ICO that MCHI's ownership of the MCHI Channels will satisfy any or all such FCC milestones.

3. OPERATIONS.

3.1 **Operations Services Fees.** In consideration for the provision of Operations Services, MCHI will, following the Closing Date, pay to ICO an amount equal to [REDACTED] of the ongoing annual Operating Expenses, plus an additional surcharge of [REDACTED] of the ongoing annual Operating Expenses which surcharge shall not exceed [REDACTED] per month (collectively, the "Operations Services Fees"). MCHI will pay invoices for the Operations Services Fees within 30 days of the date of such invoices. In the event ICO has not received payment in full within 60 days of the date of invoice, interest shall be added to the amount due in an amount equal to the lesser of one and one half percent per month or the maximum interest allowed by law, which interest shall be prorated on a daily basis.

3.2 **Operations Services.** Subject to MCHI's timely performance of its obligations set forth in this Agreement, ICO will provide Operations Services for the ICO System following the Closing Date. Effective upon the Closing Date:

3.2.1 ICO will manage TT&C services for the ICO System, subject to MCHI's direction with respect to operation of the MCHI Channels.

3.2.2 ICO will manage the communications links and assign capacity to users on a real time basis, subject to MCHI's direction with respect to operations of the MCHI Channels.

3.2.3 ICO will manage earth station operations to the extent that MCHI elects to utilize ICO's earth stations.

3.2.4 ICO will manage frequency coordination with other users of the radio frequency spectrum.

3.2.5 MCHI will have full access to the MCHI Channels allocated to it by ICO, subject to administrative, operational and security procedures reasonably established by ICO. MCHI will retain full authority to take all action necessary to terminate or suspend operations of the MCHI Channels to the extent necessary to comply with the Communications Act of 1934, as amended, the FCC rules and regulations or any specific request or order issued by the FCC.

3.2.6 Each of ICO and MCHI will separately brand and market its own service offerings.

3.2.7 Each of ICO and MCHI will separately manage all aspects of its respective day-to-day operations.

3.2.8 ICO will provide billing services on behalf of MCHI, subject to MCHI's direction, in accordance with procedures established and systems used by ICO.

3.2.9 MCHI will have no rights or responsibilities with respect to Channels on the ICO System that are not allocated to it.

3.3 Services Operating Committee.

3.3.1 On or before the Closing Date, the parties shall establish the Services Operating Committee consisting of one representative from each entity that holds an Ownership Interest in the ICO System. Each representative shall be entitled to a number of votes equal to its percentage of Ownership Interest in the ICO System. Each owner may at any time and from time to time, by notice to ICO, replace the representative appointed by it, and any person so replaced shall cease to be a representative and a member of the Services Operating Committee upon the giving of such notice. During the period commencing on the Closing Date and ending on the expiration of the Term of this Agreement, the Services Operating Committee shall provide input into the decision-making process of ICO, provided that ICO shall have ultimate responsibility for the management of and directing all technical and operating matters in respect of the ICO System, including determination of power capacity and capacity usage and related spectrum considerations, traffic planning, access engineering, interference, troubleshooting, satellite reconfiguration, satellite health considerations and matters related to Operations Services.

3.3.2 Each party shall promptly establish, and at all times maintain, a roster of ICO delegated personnel and MCHI delegated personnel who shall be on call to make emergency decisions on matters affecting the ICO System.

3.4 **Quarterly Reporting.** Commencing on the Closing Date and ending upon the expiration of the Term of this Agreement, in order to assist in effecting the transactions contemplated hereunder, no later than 30 days after the end of each calendar quarter, each of ICO and MCHI will deliver to the other party hereto a report showing its monthly usage of the ICO System Channels for the calendar quarter ending immediately preceding the date such report is delivered together with the delivering party's estimate of its expected monthly power usage of the ICO System for the calendar quarter immediately following the last calendar quarter in respect of which actual results are shown.

3.5 **Satellite Health Reports.** ICO shall promptly furnish to MCHI one copy of each satellite health report which it receives from the manufacturers of the ICO System or any other Person in respect of the ICO System.

3.6 **Modifications to ICO System.** Subject to FCC approval and as required, ICO may, in its sole discretion, modify the design, features and functionality of the ICO System, except that no such modification will affect MCHI's ability to operate and control the MCHI Channels.

3.7 **Services Agreement.** Prior to the Closing Date, ICO and MCHI shall enter into an operations and management services agreement which shall incorporate the provisions set forth in this Section 3 and such operations, maintenance and other provisions as the parties shall mutually agree are reasonable and necessary to implement the shared ownership and operation of the ICO System (the "O&M Agreement").

3.8 **Services.** After the Closing Date, and subject to MCHI's compliance with other applicable requirements of this Agreement, ICO shall provide to MCHI the capability to initiate

and complete voice or data transmissions for customers anywhere served by the ICO System, utilizing the ICO satellites and satellite access nodes ("SANs"). The MCHI Channels shall be usable on each satellite in the ICO System irrespective of loading on the satellites or SANs by other users. Calls should be able to be completed by MCHI to any destination that ICO can complete calls using the ICO System through arrangements made by ICO or its affiliates with carriers and private entities for call completion circuits. Calls shall be of equal quality to that of any of the calls ICO provides to other subscribers. All customer support services available for ICO to serve any of its customers shall be available on a reasonable cost basis to MCHI, including but not limited to usage data collection, billing, fulfillment, customer care and all other back office services available to any other service providers using the satellites in the ICO System, including ICO Affiliates.

3.9 Gateway Services and Ground Network. Notwithstanding anything contained herein to the contrary, MCHI may elect to procure and utilize its own gateway services and ground network facilities and infrastructure. The O&M Agreement will specify the gateway services and ground network facilities to be provided by ICO, if any.

3.10 Advisory Committee. During the term of this Agreement, MCHI may appoint one representative to serve on ICO's Board of Advisors as such board is constituted from time to time by ICO.

4. SATELLITE SHARING ARRANGEMENTS.

4.1 Effect of Commencement Date.

4.1.1 From the Effective Date until the Closing Date, ICO will continue to use and enjoy the economic benefits and risks of the entire ICO System, and ICO reserves all rights in the ICO System not sold or granted hereunder to MCHI.

4.1.2 Effective as of the Closing Date, as between ICO and MCHI, ICO will retain ownership of the ICO System, except for those Channels that are sold to MCHI. ICO and MCHI will each have a first priority right to use, without charge, its respective Channels of the ICO System, on the terms and conditions set forth in this Agreement.

4.1.3 ICO and MCHI will each solely be responsible for securing their respective regulatory approvals, licenses, authorizations, spectrum and associated spectrum clearance. ICO shall cooperate with MCHI in MCHI's efforts to obtain any regulatory approvals, licenses, authorizations, spectrum and associated spectrum clearances needed by MCHI to utilize the MCHI Channels worldwide.

4.2 Insurance.

4.2.1 Each of ICO and MCHI agree that all insurance proceeds paid or payable to ICO under any insurance policy in respect of any event occurring prior to the Closing Date in respect of the ICO System belong solely and exclusively to ICO.

4.2.2 On and after the Closing Date, ICO and MCHI will each have the right (but not the obligation), at such party's sole expense, to obtain Satellite Insurance in respect of their respective Ownership Interest in the ICO System up to the total insurable value (based on reasonable commercial availability) of the ICO System. If ICO or MCHI elects to obtain Satellite Insurance for any 12-month period for less than all, or none, of its share of the total insurable value in respect of its respective Ownership Interest in the ICO System (as the case may be, the "Uninsured Amount"), then it shall so notify the other party in writing and the other party shall be entitled to obtain Satellite Insurance for such 12-month period in respect of the notifying party's Interest in the ICO System (in addition to the other party's share of such total insurable value) up to the Uninsured Amount.

4.2.3 If both ICO and MCHI mutually agree to obtain Satellite Insurance for any 12-month period and that it is necessary or advantageous to have a single, joint insurance policy in respect of the ICO System for such 12-month period, then each of ICO and MCHI will use all reasonable efforts to cause the insurer providing Satellite Insurance on, or in respect of, the ICO System to issue, effective as of the commencement of and during such period, a new policy (or riders to any existing insurance policy) naming both ICO and MCHI as a named co-insured. Subject to Section 4.2.4, after the commencement of such period, each of ICO and MCHI shall pay that percentage of all insurance premiums owed in connection with the Satellite Insurance for the ICO System which is provided pursuant to a single, joint insurance policy equal to a party's Percentage Insurance Interest.

4.2.4 On and after the Closing Date, to the extent that any insurance proceeds become payable under Satellite Insurance in respect of the ICO System which is provided pursuant to a single, joint insurance policy in respect of any loss event occurring after the Closing Date, each of ICO and MCHI shall be entitled to that amount of such insurance proceeds equal to their respective Percentage Insurance Interests. However, if either party wishes to obtain Excess Coverage and such Excess Coverage is available and is obtained as part of (or by rider to) the subject single joint insurance policy, then (i) that portion of the insurance premiums allocable to such Excess Coverage shall be borne by the party obtaining such Excess Coverage and (ii) the parties shall divide any insurance proceeds payable or paid in respect of the total insurance coverage under such single joint insurance policy in a manner that is equitable and reflects the pay-out attributable to the respective Percentage Insurance Interests held by the parties as well as the Excess Coverage held by one or both parties. To the extent that proceeds are distributed to the parties by the insurer otherwise than in the manner provided for in this Section 4.2.4, ICO and MCHI shall make such payments and take such actions as may be necessary to give effect to the intent of this Section 4.2.4, and the party who has received a payment in excess of that amount to which it is entitled hereunder shall hold such excess amount in trust for the other party and shall pay such excess amount to the other party not later than three Business Days after receipt thereof.

4.2.5 If required under any joint constructive total loss insurance policy, the parties shall execute and deliver all such instruments, assignments and other documents as may be required by the insurer to transfer their respective interests in the ICO System to the insurer in connection with a constructive total loss under such policy.

4.2.6 ICO shall, upon the written request of MCHI, provide to MCHI such technical information developed by or furnished to ICO regarding the ICO System as MCHI may reasonably request in connection with any attempt by MCHI to obtain such insurance.

5. CERTAIN COVENANTS.

5.1 Conduct of Business. Subject to the parties' respective obligations under this Agreement, each of the parties shall have the right to conduct its business in whatever manner it deems appropriate and such conduct shall not require notice to or the consent of the other party hereto.

5.2 Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of ICO and MCHI will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable laws and regulations to consummate the transactions contemplated hereby as promptly as practicable.

5.3 Confidentiality; Press Releases.

5.3.1 Each of ICO and MCHI shall, and shall use its reasonable efforts to cause its respective Affiliates and its and their respective Representatives to hold in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, Confidential Information and shall use such Confidential Information solely in connection with the transactions contemplated hereby. To the extent that existing confidentiality or nondisclosure obligations contained in any agreements between the parties prohibit the disclosure of Confidential Information to Affiliates or consultants, this Section 5.3 shall override and take precedence over such existing obligations. "Confidential Information" shall not include, and neither party shall have any obligation with respect to, information (i) that has become public from a source other than such party or its Agents, or (ii) that has become available to such party on a non-confidential basis from a source that such party has no reason to believe to be under an obligation of confidentiality.

5.3.2 Except as may be required by applicable law or any listing agreement with any national securities exchange or quotation system, neither party will issue any press release or public statement with respect to this Agreement or the transactions contemplated hereby without the consent of the other party hereto.

5.4 Access to Information. Subject to Section 5.3, from the date hereof until the Commencement Date, each party will give the other party and its authorized representatives access to all technical and operating data and information regarding the ICO System to the extent necessary (i) to enable the other party to verify the accuracy of the representations and warranties of such party contained in this Agreement and to verify amounts owed by each party hereunder, and (ii) to permit such other party to comply with its obligations hereunder. This shall include, but not be limited to, the following: no later than 30 days after the end of each calendar quarter, ICO shall provide to MCHI a report detailing the ICO Costs and Operating Expenses incurred by ICO during the calendar quarter ending immediately preceding the date such report is delivered, and reasonably estimating the ICO Costs and Operating Expenses that ICO anticipates ICO will incur during the calendar quarter immediately following the date the report is delivered.

5.5 FCC Applications. MCHI shall promptly file an application with the FCC to modify the License consistent with the provisions of this Agreement. MCHI shall, at least two Business Days prior to the filing thereof (or such shorter period as the circumstances may require), furnish ICO with a copy of each document that it intends to file with the FCC in connection with the License and/or the ICO System. Nothing herein shall be construed as limiting MCHI's control over the preparation and filing of any applications in connection with the License. Communications by either party with the FCC regarding the subject matter of this Agreement shall require advance consultation with the other party.

5.6 Notices of Certain Events. Each party shall promptly notify the other party of:

5.6.1 any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement;

5.6.2 any notice or other communication from any governmental or regulatory agency or authority in connection with any of the transactions contemplated by this Agreement or from any other Person in connection with consents and approvals required from any governmental or regulatory agency or authority hereunder or any submissions, applications, reports or other filings made thereto; and

5.6.3 any actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against it that relate to the consummation of any of the transactions contemplated by this Agreement.

5.7 Limitation on Liability to Customers, Resellers, and Others. Each of ICO and MCHI hereby covenants and agrees that, where and to the extent that such a provision is permitted by applicable law and regulation, it shall in good faith seek to specifically and expressly provide in each and every of its respective contracts and agreements entered into after the Effective Date with its customers, resellers, or other vendors of its services, and governmental entities obtaining such services from such party, a limitation on liability of the other party, in substantially the following form:

“[the other party (ICO or MCHI, as the case may be)] and its officers, directors, employees, shareholders, partners, subcontractors, investors or agents shall not be liable, for any reason whatsoever, whether in contract or tort or under any other theory of law, for losses, damages, costs, expenses, liabilities or claims arising out of an act or omission of [(ICO or MCHI, as the case may be)] or resulting from the use of services hereunder, including but not limited to any fault in a channel which results in failure to establish service, delays, in-service interruption, degradation or loss or distortion of services.”

6. REPRESENTATIONS AND WARRANTIES.

6.1 **Representations and Warranties of ICO.** ICO represents and warrants to MCHI that:

6.1.1 **Organization and Existence.** ICO Global Communications (Operations) Limited is a company duly formed and validly existing under the laws of the Cayman Islands. It has all corporate power required to execute and deliver this Agreement and to perform its obligations contemplated hereunder.

6.1.2 **Corporate Authorization.** The execution, delivery and performance by it of this Agreement has been duly approved by all necessary action on the part of ICO. This Agreement constitutes a valid and binding agreement of ICO.

6.1.3 **Governmental Authorization.** The execution and delivery by it of this Agreement requires no action by or in respect of, or filing with, any governmental body, agency or official other than actions or filings the failure of which to occur have not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on ICO or the operation of the ICO System.

6.1.4 **Non-Contravention.** The execution and delivery by it of this Agreement, and the performance of this Agreement by it on and after the Commencement Date, does not and will not (i) violate its charter or bylaws (ii) violate any law, rule, regulation, judgment, injunction, order or decree applicable to ICO or any of its assets or properties, (iii) to the knowledge of ICO on the date of this Agreement, after due inquiry, require any consent of any Person other than (a) consents which have been obtained on or before the Effective Date, copies of which have been provided to MCHI on or prior to the Effective Date, and (b) consents or violations which have not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on ICO, or (iv) on and after the Commencement Date, require the consent of any Person other than (c) consents which have been obtained on or before the Commencement Date, copies of which have been provided to MCHI on or before such date, and (d) consents or violations specified in Section 6.1.4.

6.1.5 **Title to MCHI Ownership Interest.** On the Closing Date, ICO shall provide to MCHI a Bill of Sale in a form mutually agreed upon by the Parties transferring to MCHI title of the MCHI Ownership Interest, including the MCHI Channels.

6.1.6 **Compliance With Laws.** The ICO System, and the operation thereof shall be in compliance in all material respects with all applicable laws and regulations of any applicable jurisdiction, and ICO has not received any written notice of any alleged breach of any such laws.

6.1.7 ICO shall not use the ICO Channels in a way that interferes with or adversely affects the use of the MCHI Channels by any Person.

6.2 Representations and Warranties of MCHI. MCHI represents and warrants to ICO that:

6.2.1 Corporate Existence and Power. MCHI is a corporation duly incorporated, validly existing and in good standing under the laws of the States of Delaware and has all corporate power to execute and deliver this Agreement and to perform its obligations contemplated hereunder and thereunder.

6.2.2 Corporate Authorization. The execution, delivery and performance by MCHI of this Agreement is within its corporate powers and has been duly authorized by all necessary corporate action on the part of MCHI. This Agreement constitutes a valid and binding agreement of MCHI.

6.2.3 Governmental Authorization. The execution and delivery by MCHI of this Agreement requires no action by or in respect of, or filing with, any governmental body, agency or official.

6.2.4 Non-contravention. The execution and delivery by MCHI of this Agreement and the performance by MCHI of this Agreement on and after the Effective Date, does not and will not (i) violate the certificate of incorporation or bylaws of MCHI, (ii) violate any law, rule, regulation, judgment, injunction, order or decree applicable to MCHI or any of its assets or properties, (iii) to the knowledge of MCHI on the date of this Agreement, after due inquiry, require the consent of any Person other than (a) consents which have been obtained on or prior to the date of this Agreement, copies of which have been provided to ICO on or prior to the date of this Agreement, (b) the FCC, and (c) consents or violations which have not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on MCHI, or (iv) on and after the Effective Date, require the consent of any Person other than (A) consents which have been obtained on or prior to the Effective Date, copies of which have been provided to ICO on or before such date, and (B) consents or violations specified in Section 6.2.4.

6.2.5 Compliance With Laws. MCHI shall utilize the MCHI Channels in accordance with all applicable laws and regulations of all applicable jurisdictions.

6.2.6 Compliance With ICO Procedures. MCHI shall utilize the MCHI Channels in accordance with all manuals and procedures reasonably established by ICO. ICO shall periodically consult with MCHI regarding the operation of the ICO System and consider in its sole discretion any modifications suggested by MCHI. MCHI shall not use the MCHI Channels in a way that interferes with or adversely affects the use of the ICO System by any other Person.

6.3 Disclaimer of Warranties. MCHI ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ICO SET FORTH IN SECTION 6.1, THE MCHI OWNERSHIP INTEREST WILL BE PURCHASED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ICO SYSTEM OR ANY PART THEREOF, ITS CONDITION,

DURABILITY, PERFORMANCE, RELIABILITY, EXPECTED LIFE OR SUITABILITY FOR ANY PARTICULAR USE INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE, TITLE OR NON-INFRINGEMENT WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) STATUTE OR OTHER LEGAL THEORY, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

6.4 Disclosure. During the period commencing on the Effective Date, each party shall promptly notify the other party upon becoming aware of any representation or warranty of such party contained in this Agreement becoming untrue or incorrect. Any such representation or warranty shall be deemed to be amended as set forth in any such notification provided that such amendment does not affect the rights or obligations of the other party hereto in any material respect.

7. TERM AND TERMINATION; REMEDIES.

7.1 Term. Subject to this Section 7, the Term of this Agreement shall commence on the Effective Date and, unless ICO and MCHI otherwise agree with each other in writing, shall terminate upon the decommissioning or abandonment by ICO of the ICO System.

7.2 Termination for Material Breach. Either party may terminate the Agreement with prior notice to the other if the other party has materially breached the Agreement, provided the injured party has given the other party notice of such breach and there has been a failure to cure such breach within 30 days after receipt of such notice (or 90 days in the event of a failure to make any payment due hereunder).

7.3 Other Termination Rights. This Agreement may be terminated immediately:

7.3.1 By ICO, if the License is revoked, expires or is otherwise terminated; or

7.3.2 By ICO, if MCHI fails to meet any milestone imposed by the FCC with respect to the License; or

7.3.3 By either party at any time prior to the Closing Date, if there shall occur a Bankruptcy Event (or if the terminating party reasonably believes that a Bankruptcy Event is likely to occur) with respect to the other party.

7.4 Procedure Upon Termination. In the event of the termination of this Agreement by either Party, notice of such termination will promptly be given by the terminating party to the other party and each party shall return Confidential Information provided by any other party. If the Agreement is terminated for any reason (other than by ICO pursuant to Section 7.2 or 7.3.3) prior to the Closing Date, ICO promptly shall refund to MCHI the portion of the Purchase Price that MCHI paid to ICO prior to termination of the Agreement. Termination of this Agreement pursuant to Section 7.2 and the payment of the refund identified in the preceding sentence shall be MCHI's sole and exclusive remedy in the event of a breach by ICO of any representation, warranty or covenant set forth herein, and MCHI waive any and all rights to pursue all other claims or remedies against ICO arising under or related to this

Agreement. Termination of this Agreement by ICO pursuant to Sections 7.3.1 or 7.3.2 shall be ICO's sole and exclusive remedy if any of the events described in Sections 7.3.1 or 7.3.2 occur.

8. LIMITATIONS OF LIABILITY.

8.1 Disclaimer of Certain Types of Damages. NO PARTY SHALL BE LIABLE DIRECTLY OR INDIRECTLY TO ANY OTHER PARTY OR TO ANY PERMITTED ASSIGNEES OR SUCCESSORS FOR ANY AMOUNTS (INCLUDING ANY SUCH AMOUNTS CLAIMED BY THIRD PARTIES) REPRESENTING LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OR IMPROPER PERFORMANCE OF THIS AGREEMENT, THE ICO SYSTEM OR ANY PART THEREOF OR ANY ACTS OR OMISSIONS ASSOCIATED HEREWITH OR THEREWITH OR RELATED TO THE USE OF ANY ITEMS OR SERVICES FURNISHED HEREUNDER, OR OCCASIONED BY ANY DEFECT IN OR LOSS OR DAMAGE TO THE ICO SYSTEM OR ANY PART THEREOF, DELAY IN OR FAILURE TO LAUNCH OR DELIVER THE ICO SYSTEM, IN WHOLE OR IN PART, FAILURE OF THE ICO SYSTEM OR ANY PART THEREOF TO OPERATE OR PERFORM OR ANY OTHER CAUSE WHATSOEVER, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE OR ANY OTHER LEGAL THEORY, UNLESS SUCH ACT OR OMISSION ARISES FROM THE NON-CLAIMING PARTY'S WILLFUL MISCONDUCT, OR IN THE CASE OF ICO, FROM ICO'S FAILURE TO OPERATE AND MAINTAIN THE MCHI CHANNELS WITH AT LEAST AS MUCH CARE AS ICO OPERATES THE REMAINDER OF THE ICO SYSTEM. IN NO EVENT SHALL ICO'S LIABILITY EXCEED THE AMOUNTS PAID TO IT UNDER THIS AGREEMENT.

8.2 Force Majeure. Neither party shall be liable to the other or any third party for delays or failures in performance due to Force Majeure events.

9. MISCELLANEOUS.

9.1 Amendments; No Waivers.

9.1.1 Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of ICO and MCHI, or in the case of a waiver, by ICO if the waiver is to be effective against ICO or by MCHI if the waiver is to be effective against MCHI.

9.1.2 Except as expressly set forth herein, no failure or delay by ICO or MCHI in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.2 Certain Phrases, Etc. In this Agreement (i) (y) the words "including" and "includes" mean "including (or includes) without limitation" and (z) the phrase "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or

sum), without duplication, of," and (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

9.3 Certificates. Any certificate required by the terms of this Agreement to be given by any officer of either party for and on behalf of such party shall be given without any personal liability on the part of the officer giving the certificate.

9.4 Cooperation and Further Assurances. The parties hereto will cooperate with each other, and will execute and deliver such further instruments and do such further acts and things, as may be required to expeditiously carry out the intent and purposes of this Agreement.

9.5 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original. This Agreement shall become effective when each party shall have received a counterpart hereof signed by the other party.

9.6 Currency. All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in the currency of the United States of America.

9.7 Dispute Resolution. Any Dispute shall be referred by the party asserting such Dispute by notice delivered to the Chief Executive Officer of each of ICO and MCHI, who shall attempt, in good faith, to resolve the Dispute within 15 days after notice of such Dispute is given to them. Such notice shall contain a statement setting forth the nature of the Dispute. At the request of either ICO or MCHI, the Chief Executive Officers shall meet at the same location to discuss such Dispute in good faith. If the Chief Executive Officers are unable to reach agreement to resolve the Dispute within the 15-day period after notice of such Dispute is given to them, either party may pursue its available legal and equitable remedies.

9.8 Entire Agreement. This Agreement, together with any Schedules and Exhibits attached hereto and all agreements and documents to be delivered by either or both the parties pursuant hereto, constitutes the entire agreement among the parties hereto with respect to the transactions contemplated under this Agreement or otherwise in respect of the ICO System, and supersedes all other prior discussions, negotiations, agreements or undertakings with respect thereto, both written and oral. The parties acknowledge and agree that no representations, warranties, instruments, promises, understandings or conditions have been made or relied upon by the parties or any of their Affiliates in connection with the transactions contemplated by this Agreement except as expressly set forth herein or in such other agreements or documents referred to in this Section.

9.9 Expenses. All costs and expenses incurred in connection with (a) the negotiation, execution and performance of this Agreement or (b) the transactions contemplated hereby, shall be paid by the party incurring such costs and expenses, except as otherwise expressly set forth in (i) this Agreement or (ii) any other agreement executed and delivered by the parties prior to, on or after the date of this Agreement relating to the allocation or sharing of any such costs and expenses.

9.10 Export Control Compliance. The obligations hereunder of ICO and MCHI to furnish technical information to the other are subject to any restrictions and limitations that may be imposed by any agency or department of the federal government of the United States.

9.11 Gender and Number. Any reference in this Agreement to gender includes all genders and words importing the singular number only include the plural and vice versa.

9.12 Governing Law. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Washington, without giving effect to the principles of conflicts of laws thereof.

9.13 Headings, Etc. The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect the interpretation of this Agreement.

9.14 Indemnification. Subject to the limitation of liability in Section 8 and the disclaimer of warranty in Section 6.3, each of the parties hereto (an "Indemnitor") hereby indemnifies the other party, its partners or shareholders, the respective Affiliates of such other party and of the respective partners or shareholders of such other party and the respective officers, directors, employees and agents of each of the foregoing Persons (each, an "Indemnitee") against, and agrees to hold each of them harmless from, any and all losses, liabilities, damages, claims and expenses (including reasonable expenses of investigation and reasonable attorneys' fees in connection with any proceeding), incurred by any Indemnitee to the extent such damages: (i) arise out of any misrepresentation or breach of warranty, covenant or agreement made or to be performed by the Indemnitor pursuant to this Agreement; or (ii) arise out of or relate to a claim asserted against any Indemnitee which claim relates solely to the assets, liabilities, operations or business of the Indemnitor, whether previously owned, incurred or conducted or whether acquired, incurred or conducted after the date hereof; or (iii) to the extent not covered by insurance, arise out of or relate to the gross negligent use or operation of the ICO System, including the MCHI Channels, by the Indemnitor.

9.15 No Fiduciary Duties; Other Business Opportunities.

9.15.1 None of ICO, MCHI and their respective Affiliates shall have any duties, commitments, obligations or covenants, expressed or implied, in respect of the transactions contemplated hereunder other than those expressly set forth in (i) this Agreement, or (ii) the other agreements referred to in Section 9.8. Except as set forth herein, to the fullest extent permitted by applicable law, neither party shall have any fiduciary or similar duty, or any liability relating thereto, to the other party (or any Affiliate of such other party) in connection with the transactions contemplated under this Agreement or otherwise in respect of the ICO System, and each of ICO and MCHI and their respective Affiliates hereby waives any claim for breach of fiduciary duty against the other party or any Affiliate of the other party in connection with the transactions contemplated by this Agreement.

9.15.2 Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the parties. Except as otherwise expressly provided elsewhere herein, all revenues, assets, liabilities, personnel,

operations and other aspects of the respective businesses of ICO and MCHI will remain separate and neither party shall have any right to any revenues or assets of the other or any obligation in respect of the liabilities or obligations of the other.

9.16 Notices. All notices, requests and other communications to either party shall be in writing (including telecopy or similar writing) and shall be given as follows:

if to ICO, to:

ICO Global Communications
(Operations) Limited
4 Orinda Way
Suite B240
Orinda, CA 94563

Telecopier: (925) 253-4912
Attn: General Counsel
if to MCHI, to:
1133 21st Street, N.W.
8th Floor
Washington, D.C. 20036
Telecopier: (202) 862-3989
Attention: James Bailey, Esq.

with a copy to:

Davis Wright Tremaine LLP
2300 Wells Fargo Tower
1300 SW Fifth Avenue
Suite 2300
Portland, OR 97201

Telecopier: (503) 778-5299
Attn: Benjamin G. Wolff, Esq
with a copy to: -
Morris, Nichols, Arsht and Tunnell.
1201 N. Market Street
Wilmington, DE 19899-1347
Attention: Walter C. Tuthill
Fax: (302) 658-3989

or to such other address or telecopier number as such party may hereafter specify for the purpose by notice to the other party given in accordance with this Section 9.1. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

9.17 Severability. If any provision of this Agreement or the application to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.18 Successors and Assigns.

9.18.1 The provisions of this Agreement shall be binding upon and inure to the benefit of ICO and MCHI and their permitted successors and assigns. This Agreement is for the sole benefit of ICO and MCHI and, except as otherwise contemplated herein, nothing herein expressed or implied shall give or be construed to give any Person, other than ICO and MCHI, any legal or equitable rights hereunder.

9.18.2 MCHI shall assign all of its rights and obligations under this Agreement to ESBH, if the FCC approves the transfer of the License from MCHI to ESBH. Except as set forth in the preceding sentence, MCHI may not directly or indirectly, assign, delegate or otherwise

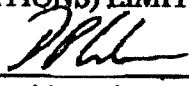
transfer any of its rights or obligations under this Agreement or sell, transfer or otherwise dispose of all or any part of its Interest in the ICO System, without the prior written consent of ICO, which may be withheld in ICO's sole discretion.

9.19 Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers, in each case as of the Effective Date.

ICO GLOBAL COMMUNICATIONS
(OPERATIONS) LIMITED

By: 
Name: David Curtin
Title: Director
Date: July 12, 2002

MOBILE COMMUNICATIONS HOLDINGS,
INC.

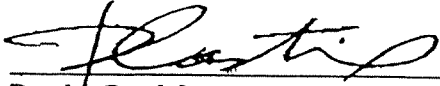
By: _____
Name: David Castiel
Title: President
Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers, in each case as of the Effective Date.

ICO GLOBAL COMMUNICATIONS
(OPERATIONS) LIMITED

MOBILE COMMUNICATIONS HOLDINGS,
INC.

By: _____
Name: David Curtin
Title: Director
Date: July _____, 2002

By: 
Name: David Castiel
Title: President
Date: July 12, 2002

SCHEDULE A
"ICO COSTS" AND "OPERATING EXPENSES"

