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

FILED/ACCEPTED

JAN – 4 2007

Federal Communications Commission
Office of the Secretary

In the Matter of	)	
	)	
New ICO Satellite Services G.P.	)	File No. SAT-MOD-200061109-00137
	)	
Modification Application to Extend 2 GHz Mobile Satellite Service Milestone Deadline	)	

OPPOSITION TO PETITION TO DENY

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I. INTRODUCTION AND SUMMARY

Pursuant to Section 25.154(c) of the Commission's rules, 47 C.F.R. § 25.154(c), New ICO Satellite Services G.P. ("ICO") opposes the petition ("Petition") of Inmarsat Global Limited ("Inmarsat") to deny the above-captioned modification application ("Application"). In its Application, ICO sought to extend the few remaining milestone deadlines under its 2 GHz mobile satellite service ("MSS") authorization in order to accommodate delays caused by manufacturing issues beyond its control. The only party filing an opposition to this request, Inmarsat, lacks standing to oppose the Application,[1] and Inmarsat's arguments lack any basis in fact or law.

First, the Commission should reject the Petition on jurisdictional grounds (in addition to the fundamental substantive errors discussed below) based upon Inmarsat's failure to demonstrate standing. Contrary to Inmarsat's assertion, its participation in Commission proceedings separate from ICO's milestone extension request, all of which the Commission

[1] The only other party in this proceeding, TerreStar Networks, Inc. ("TerreStar"), filed comments supporting ICO's milestone extension request. *See* Comments of TerreStar at 2 (Dec. 18, 2006).

resolved pursuant to final and binding orders, cannot confer standing in this separate milestone proceeding. Inmarsat's claim to "competitor" standing is wrong factually and unsupported by any evidence, as required under the Commission's rules.

Second, the factual predicate underlying Inmarsat's entire claim is wrong: ICO did *not* add ground-based beam forming ("GBBF") technology after it obtained Commission approval of its milestones. From the outset, ICO's manufacturing contract with Space Systems/Loral, Inc. ("SS/L"), which the Commission reviewed and approved prior to authorizing the ICO G1 satellite design, expressly provided for implementation of GBBF technology.

Third, Inmarsat's reliance upon Commission precedent rejecting milestone extension requests under certain circumstances is erroneous because those circumstances are vastly different from the circumstances presented here. The Commission expressly has granted milestone extensions when manufacturing delays were caused by unanticipated technical challenges beyond the licensee's control. ICO is not seeking additional time to modify its satellite design, as in the cases Inmarsat cites, but rather to accommodate unanticipated manufacturing delays in the implementation of its original satellite design.

Finally, the public interest would be well served by the requested extension. ICO has completed more than 85 percent of the satellite, has a binding contract and has secured full funding to complete the satellite. ICO's commitment to completing satellite construction is beyond question. Conversely, Inmarsat's suggested "relief" – preemptively pre-judging future hypothetical applications – has no basis in Commission precedent and would be unfair to ICO and the public. It is a transparent attempt to impose an unfair and unprecendented burden on an entity with which Inmarsat expects to complete. Accordingly, the Commission should promptly reject Inmarsat's Petition and grant ICO's request for a brief milestone extension.

II. INMARSAT LACKS STANDING TO OPPOSE THE APPLICATION

As a threshold matter, Inmarsat lacks standing even to oppose the Application. Section 309(d)(1) of the Communications Act of 1934 ("Communications Act"), and Section 25.154(a)(4) of the Commission's rules require that a petition to deny contain "specific allegations of fact" sufficient to show that the petitioner is a "party in interest."[2]

To demonstrate standing as a party in interest, a petitioner must allege sufficient facts to show that the petitioner would suffer a "direct injury" if the Commission grants the subject application.[3] To establish a "direct injury," the harm to the petitioner must be "both certain and great; it must be actual and not theoretical."[4] The petitioner also must establish "a causal link between the claimed injury and the challenged action by demonstrating that the injury can be traced to the challenged action and the injury would be prevented or redressed by the relief requested."[5]

All of Inmarsat's cursory claims for standing fail because Inmarsat has shown neither a direct injury nor a causal link between any direct injury and grant of the Application. To begin with, Inmarsat's claim for standing based on being a "competing applicant" for 2 GHz spectrum lacks merit. Inmarsat has never held a 2 GHz MSS authorization and, contrary to its allegations,[6] is not a competing applicant for any 2 GHz MSS spectrum. Inmarsat withdrew its request for

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[2] *See* 47 U.S.C. § 309(d)(1); 47 C.F.R. § 25.154(a)(4).

[3] *See Hispanic Information and Telecommunications Network, Inc.*, 18 FCC Rcd 23872, ¶ 19 (WTB 2003) ("*HITN*"); *Alaska Native Wireless, L.L.C.*, 17 FCC Rcd 4231, ¶ 8 (WTB 2002); *Minnesota PCS Limited Partnership*, 17 FCC Rcd 126, ¶ 6 (WTB 2002); *Black Crow Wireless, L.P.*, 16 FCC Rcd 15643, ¶ 4 (WTB 2001); *ABC Wireless, LLC*, 15 FCC Rcd 6787, ¶ 4 (WTB 1999); *Los Angeles Cellular Telephone Co.*, 13 FCC Rcd 4601, ¶ 5 (WTB 1998).

[4] *Wisconsin Gas Co. v. FERC*, 758 F.2d 669, 674 (D.C. Cir. 1985) (per curiam).

[5] *HITN*, ¶ 19.

[6] *See* Inmarsat Petition at 2.

U.S. market access from the 2 GHz MSS processing round in 1999. When Inmarsat attempted to renew its request six years later by filing a petition for declaratory ruling to provide 2 GHz MSS outside of a processing round,[7] the Commission declined to initiate a new processing round for additional 2 GHz MSS systems and dismissed Inmarsat's declaratory ruling petition.[8] Inmarsat thus cannot demonstrate any direct injury related to ICO's Application because it has no legally cognizable interest that would be affected by grant of the Application.[9]

Similarly, Inmarsat cannot establish standing based upon its participation in the Commission's proceeding providing for the redistribution of returned 2 GHz MSS spectrum. Inmarsat's pending petition for reconsideration of both the Commission's decisions to redistribute 2 GHz MSS spectrum and to dismiss Inmarsat's declaratory ruling petition[10] does not alter the effect of those decisions or otherwise preserve any Inmarsat interest in 2 GHz MSS spectrum. Without a pending request for use of 2 GHz MSS spectrum, Inmarsat cannot establish any legally cognizable interest that would be harmed by grant of the Application. In any event, a petition for reconsideration does not establish standing to oppose a milestone request because

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[7] *See Inmarsat Global Limited,* 20 FCC Rcd 19409, ¶ 1 (Int'l Bur. 2005).

[8] *See id.* ¶¶ 4-5; *see also Use of Returned Spectrum in 2 GHz Mobile Satellite Service Frequency Bands,* 20 FCC Rcd 19696, ¶ 56 (2005).

[9] *See, e.g., HITN,* ¶ 19 (petitioner "cannot show that the grant of the [subject application] would cause it any injury because we have independently concluded that [petitioner's mutually exclusive applications] were properly dismissed"); *Global Broadcasting Group, Inc.*, 10 FCC Rcd 5437, ¶ 6 (1995) (concluding that even an interim operator in the spectrum at issue "has no legally cognizable interest affected by grant of a [minor] modification application filed by the permanent licensee," and therefore, lacks standing to file an application for review); *Louisiana RSA No. 8 Limited Partnership*, 12 FCC Rcd 20182, ¶ 12 (1997).

[10] *See* Inmarsat Consolidated Petition for Reconsideration, IB Dkt. Nos. 05-220 and 05-221 (Jan. 9, 2006).

relief, if any, for the claims asserted in the petition for reconsideration will be provided in those other proceedings.[11]

Finally, Inmarsat's claim to being a "competitor" of ICO is insufficient to confer standing.[12] The Commission has found that a party "lacks standing to file a petition to deny because it is only a potential competitor."[13] Here, Inmarsat is at best a potential competitor because, according to Inmarsat, ICO "seeks to compete" in the future.[14] ICO does not currently offer any services.

In sum, Inmarsat lacks standing to oppose the Application, and its Petition should be rejected on this ground alone.

III. UNANTICIPATED TECHNICAL ISSUES BEYOND ITS CONTROL, NOT CHANGES TO THE ICO SATELLITE SYSTEM, CREATED ICO'S SATELLITE MANUFACTURING DELAYS

The entire factual basis for Inmarsat's Petition – that ICO contracted for a GBBF system after the Commission approved its milestones – is simply wrong. Absent any factual support, Inmarsat contends that ICO changed the basic satellite design mid-course and incorporated GBBF technology into the ICO G1 satellite design for the first time after the Commission issued

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[11] *See ABC Wireless, L.L.C.*, ¶ 4 (holding that a petition for reconsideration does not confer standing because any claim asserted in that other proceeding can be addressed by resolving the petition for reconsideration).

[12] Section 25.154(a)(4) of the Commission's rules, 47 C.F.R. § 25.154(a)(4), requires petitions to deny to "[c]ontain specific allegations of fact (except for those of which official notice may be taken). Contrary to this requirement, Inmarsat merely states that it is an "MSS operator with which ICO seeks to compete" without explaining how or why it believes this to be the case. *See* Inmarsat Petition at 1.

[13] *Sevier Valley Broadcasting, Inc.*, 10 FCC Rcd 9795, 9796 ¶ 6 (1995).

[14] Inmarsat Petition at 1.

the *ICO Modification Order*[15] approving the modification application for the ICO G1 satellite. This claim is demonstrably false. Contrary to Inmarsat's claims, the ICO G1 satellite design provided for GBBF implementation from the beginning of the project.[16] The unredacted version of the satellite manufacturing contract with SS/L, as filed with the Commission prior to approval of the modification application,[17] contains numerous references to GBBF.[18]

Inmarsat's unfounded allegations thus fail. Although the ICO G1 satellite's GBBF technology is a new and innovative feature requiring more demanding technical specifications than on previous satellite systems, ICO certainly did not, as Inmarsat contends, decide to implement GBBF for the first time after the Commission already had approved the original ICO G1 satellite design. As ICO stated in its Application, ICO's construction delays resulted from

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[15] *See ICO Satellite Services G.P.*, 20 FCC Rcd 9797 (Int'l Bur. 2005) ("*ICO Modification Order*").

[16] Although Inmarsat did not have access to the parts of the original contract redacted for confidentiality, it has no excuse for making accusations of improper conduct when Inmarsat itself admits that it does not have all of the facts. *See* Inmarsat Petition at 7.

[17] *See* Letter from Cheryl A. Tritt, Counsel for ICO, to Marlene H. Dortch, Secretary, FCC (May 9, 2005) (attaching redacted version of SS/L Manufacturing Contract and requesting confidential treatment of unredacted version of the contract filed with International Bureau).

[18] For example, both Exhibits B and E state that "[t]he 2 GHz-band coverage is accomplished by employing spot beams, using the Satellite and the *Ground Based Beamforming (GBBF) subsystem* .... The *GBBF* processes the signals to and from the spacecraft S-band feed array elements." *See* Satellite Contract between ICO Satellite Management LLC and SS/L (Jan. 10, 2005) (as filed with Commission under confidential seal) ("SS/L Manufacturing Contract"), Exh. B (ICO 2 GHz GEO Satellite Spacecraft Performance Specification), at 1-1, and Exh. E (ICO 2 GHz GEO Space Segment Performance Specification), at 2 (emphasis added). Exhibit B further states that "[t]he ICO 2-GHz GEO Satellite Space Segment consist of a spacecraft, *ground-based beam forming (GBBF) subsystem*, and tracking, telemetry and command subsystems." *Id.*, Exh. B (ICO 2 GHz GEO Satellite Spacecraft Performance Specification), at 1-1 (emphasis added). Although these references to GBBF were redacted from the public copy of the SS/L Manufacturing Contract filed with the Commission, they subsequently were publicly disclosed when ICO filed a redacted copy of the contract, as amended and restated, with the Securities and Exchange Commission on May 15, 2006.

technical issues with the manufacturing and testing of three components (*i.e.*, capacitors, composite waveguides, and precision oscillators), all of which are integral to the original satellite design.[19]

Inmarsat also misstates facts on the record in the proceeding by claiming that ICO violated Section 1.65 of the Commission's rules.[20] ICO executed only one amendment, Amendment No. 1, to the SS/L Manufacturing Contract while its modification application was "pending."[21] That amendment did not provide for any substantial changes in the information contained in ICO's modification application and therefore was not required to be filed with the Commission under Section 1.65. Moreover, because Amendment No. 1 did not involve any technical changes to the ICO G1 satellite design, ICO's filing of that amendment with the Commission has no bearing on Inmarsat's unsubstantiated contention that ICO's manufacturing delays resulted from technical changes made after the Commission approved the ICO G1

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[19] *See* Application, Exh. 1 at 3. Despite Inmarsat's attempts to bolster its factual misstatements with innuendo, *see* Inmarsat Petition at 6-7, the unsubstantiated musings in the press of an analyst, who happens to have Inmarsat for a client and who has represented others whose interests are not aligned with ICO's, does not change the facts of this case. *See* Exh. A (attached hereto).

[20] Section 1.65 requires applicants to amend their applications "[w]henever the information furnished in the pending application is no longer substantially accurate and complete in all significant respects." 47 C.F.R. § 1.65(a).

[21] As Inmarsat acknowledges, ICO was obligated under Section 1.65 to ensure the accuracy and completeness of its modification application while the application was "pending" before the Commission, or "until a Commission grant or denial of the application is no longer subject to reconsideration by the Commission or to review by any court." *See* Inmarsat Petition at 8; 47 C.F.R. § 1.65(a). The period for reconsideration on the Commission's own motion or for filing petitions for reconsideration of the grant of ICO's modification application expired on June 23, 2005. *See* 47 C.F.R. §§ 1.106(f) and 1.108. (Inmarsat contends that the applicable period expired in early July 2005, erroneously relying on Section 1.117(a), but Inmarsat's mistake is not material since no other contract amendments took place by early July 2005. *See* 47 C.F.R. § 1.117(a) (time limit for "review" – not "reconsideration" as required under Section 1.65).)

satellite design. In any event, even though not required to do so, ICO submitted an unredacted version of the amendment to the International Bureau.[22]

IV. ICO IS NOT SEEKING TO MODIFY ITS SATELLITE DESIGN, AND A MILESTONE EXTENSION GRANT UNDER THESE CIRCUMSTANCES FALLS SQUARELY UNDER COMMISSION PRECEDENT

Inmarsat relies upon case law that is entirely inapplicable to the facts at hand. Inmarsat argues that the Commission has denied milestone extensions when manufacturing delays are caused by a "technological choices made by a licensee *after* issuance of its license" because these choices are "within the licensee's control."[23] It cites cases in which the Commission denied the licensee's milestone extension request when the licensee had made little or no progress on physical construction of its satellite system, and then sought additional time to incorporate new or additional technological capabilities in the future into its previously approved satellite design.[24] Unlike the licensees in the cases cited by Inmarsat, ICO does not seek to modify the design of its satellite, and does not request a milestone extension to permit additional time to implement any new technical modifications. The factual record in this case conclusively

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[22] *See* Letter from Cheryl A. Tritt, Counsel for ICO, to Marlene H. Dortch, FCC Secretary (Sept. 1, 2005) (requesting confidential treatment of Amendment Nos. 1 and 2). Concurrently with the filing of Amendment No. 1, ICO also submitted to the International Bureau an unredacted version of Amendment No. 2, which was entered into and became effective on August 2, 2005. *Id.* ICO was not required to file with the Commission (and did not file) copies of Amendment Nos. 3 and 4, which were executed on September 23, 2005, and November 29, 2005, respectively. None of these amendments proposed GBBF implementation for the first time. As stated above, the original SS/L Manufacturing Contract provided for GBBF implementation from the outset.

[23] Inmarsat Petition at 6 (emphasis added).

[24] *See, e.g., PanAmSat Licensee Corp.*, 16 FCC Rcd 11534, ¶ 21 (2001) (denying milestone extension to allow licensee to modify system by adding inter-satellite links); *NetSat 28 Company LLC*, 19 FCC Rcd 17722, ¶ 10 (Int'l Bur. 2004) (denying milestone extension to allow licensee to modify system by adding a second satellite); *Loral Space & Communications Corporation*, 16 FCC Rcd 11044, ¶¶ 5-7 (Int'l Bur. 2001) (denying milestone extension to allow licensee to modify system by adding inter-satellite links).

establishes that ICO's manufacturing delays are due to unanticipated technical issues beyond its control. The fact that some of these technical issues are related to GBBF is irrelevant because ICO's satellite construction contract provided for GBBF from the outset.

Commission precedent does not, as Inmarsat suggests, bar milestone extensions when technical issues arise from implementing new technologies that the Commission previously approved when it established the then-existing milestone schedule. Inmarsat conveniently ignores the ample and well-established Commission precedent granting milestone extensions to accommodate delays resulting from unanticipated manufacturing issues – even those caused by technical challenges in implementing new technologies that the Commission approved from the outset.[25] For example, in *Intelsat* (which ICO discussed in its Application and Inmarsat simply ignores), the Commission granted an extension for manufacturing delays caused by technical issues, as in this case.[26] In doing so, the Commission explained that these issues were caused in part by the satellite being "first of its kind."[27] The facts of this case are nearly identical to those in *Intelsat* and other similar cases.

Thus, Commission precedent readily supports a milestone extension here. A contrary outcome would eviscerate the Commission's rule allowing extensions for unanticipated technical issues beyond a licensee's control, since such issues will arise routinely when new technologies

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[25] *See* Application, Exh. 1 at 4-5 (citing relevant Commission precedent). In fact, the cases that Inmarsat cites do not support denial of a milestone extension even on the facts Inmarsat has alleged (which, as shown above, are not true). Rather, those cases involved totally different circumstances involving extensions requested (i) to permit changing satellite designs in the future (as opposed to remedying manufacturing problems caused by a previous technology change, as Inmarsat incorrectly alleges) (ii) when satellite construction apparently had not even begun (as opposed to being more than 85 percent complete). *See supra* note 24.

[26] *See Intelsat, LLC*, 19 FCC Rcd 5266, ¶ 5 (Int'l Bur. 2004) ("*Intelsat*").

[27] *Id.* ¶ 6.

are pursued. The public interest also would be disserved by discouraging licensees from pursuing new technologies that will benefit the public.

V. GRANT OF THE REQUESTED MILESTONE EXTENSION WILL SERVE THE PUBLIC INTEREST, BUT INMARSAT'S UNPRECEDENTED REQUESTED "CONDITIONS" WOULD NOT

Grant of the requested milestone extension also will serve the public interest by allowing ICO to introduce ground-breaking technology and deliver next-generation 2 GHz MSS to the public faster than any other party seeking to operate in this spectrum. ICO's requested milestone extension of only a few months is eminently reasonable and, contrary to Inmarsat's contention, will not unduly delay service to the public. TMI, the only other 2 GHz MSS authorization holder, is not scheduled to commence operation of its system until November 2008,[28] nearly a year after ICO expects to commence operation under its milestone extension request. Inmarsat itself acknowledged that it could not launch a 2 GHz MSS satellite until 2010 at the earliest, if at all, even if it were eligible to apply for an authorization.[29]

Grant of the requested milestone extension also is consistent with the underlying purpose of the milestone requirements to prevent spectrum warehousing and ensure that licensees are willing and able to proceed with satellite construction.[30] Despite the manufacturing delays, ICO time and again has demonstrated its commitment to launch its 2 GHz MSS system at the earliest possible date. ICO's steadfast progress is reflected in all aspects of its milestone and satellite

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[28] *See TMI Communications and Company, Limited Partnership,* 19 FCC Rcd 12603, ¶ 59 (2004).

[29] *See* Narrative at 27, Exhibit E to Inmarsat Petition for Declaratory Ruling, File No. SAT-PPL-20050926-00184 (Sept. 26, 2005).

[30] *See The Establishment of Policies and Service Rules for the Mobile Satellite Service in the 2 GHz Band,* 15 FCC Rcd 16127, ¶ 106 (2000); *Loral SpaceCom Corp.,* 18 FCC Rcd 6301, ¶ 23 (Int'l Bur. 2003).

manufacturing efforts. Even prior to its approval of the ICO GSO system, the Commission found that ICO had executed a non-contingent contract and completed critical design review of its ICO G1 satellite.[31] Since then, ICO timely has completed eight of the 12 implementation milestone deadlines under the aggressive schedule set forth in the *ICO Modification Order*. In addition, ICO amended its manufacturing contract to include incentive payments in order to encourage timely progress on the ICO G1 spacecraft. To date, construction of the ICO G1 satellite is more than 85 percent complete, and ICO has paid 93 percent of the total satellite construction contract price (excluding in-orbit incentives). ICO also has contracted for the launch of the ICO G1 satellite on an Atlas V launch vehicle and has paid approximately 75 percent of total launch costs.

Given its significant investments, ICO has demonstrated an unquestionable commitment to complete satellite construction and mitigate any remaining construction delays. As the Commission previously found, "it would not be in the public interest to cancel the license of a company that has completed construction of approximately 85 percent of its satellite and provided a concrete plan for completing construction and launching a satellite."[32]

Inmarsat's proposed conditions for granting the milestone extension request are unwarranted and unprecedented. In particular, Inmarsat's request for an advance ruling that the Commission will not waive or modify any ancillary terrestrial component ("ATC") criteria for ICO is entirely irrelevant to the milestone extension request at hand. ICO has not yet applied for an ATC license or requested a waiver or modification of any ATC gating criteria. Any

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[31] *See ICO Modification Order*, ¶¶ 22-23.

[32] *Intelsat LLC*, ¶ 8.

suggestion that ICO might seek a waiver or modification of any ATC gating criteria is purely speculative.

Similarly, Inmarsat's request that the Commission rule that it will grant no additional milestone extensions is baseless. Indeed, such a condition would be unprecedented. ICO is committed to make every effort to meet the new requested milestones, but Commission precedent provides for extensions for nearly completed satellites for unforeseen technical issues because (i) such issues can arise in the technically demanding enterprise of building satellites and (ii) scrapping an investment of many hundreds of millions of dollars, and delaying service to the public, is not in the public interest. The Commission should address any future application, if and when any application is made, on its merits based on the facts presented. Inmarsat's request would unfairly prejudice the Commission's consideration of issues that have yet to be properly presented to the Commission.

VI. CONCLUSION

Based upon the foregoing, ICO urges the Commission, on an expedited basis, to deny the Inmarsat Petition and grant ICO's request for milestone extension or, alternatively, a partial waver of the milestone requirements.

Respectfully submitted,

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January 4, 2006

CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2006, I caused to be served a copy of the foregoing **Opposition to Petition to Deny** were hand delivered upon the following:

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Exhibit A

Capabilities, Qualifications, and Clients for TelAstra, Inc.

TelAstra, Inc. is an established telecommunication satellite consulting firm with extensive experience as advisors to the satellite communications industry. We have worked with service providers and companies involved in both space and terrestrial manufacturing. TelAstra, Inc.® is an objective management and technical consulting group dedicated to universal communications service.

Our group is a major advisor to firms that have examined or adopted private communications networks including VSATs. The company counsels service operators, system producers, and investors in business and financial aspects of the telecommunications industry.

We maintain an address and telephone number database of 12,000 professional contacts within the Communication Satellite Industry.

We were advisors to the debt holders during the ICO bankruptcy. We review developments in the satellite industry with Wall Street analysts that cover satellite related issues. We have also been advisors to several investment groups including Newman Brothers, Trinity Capital, and other firms.

We prepared business studies of the Ka-band and Q/V-band multimedia satellites for ESA in 1997, 1998, 1999, and 2000. We have published reports on investment in next generation MSS systems, radio broadcasting satellites and new Ku-band applications.

Major clients include Aerospace Corp., ANDESAT, Ball Aerospace, COM DEV Ltd, Telespazio s.P.a., Lockheed Martin, Gilat, Glocom, Inc. Raytheon E-Systems, Raytheon TI, Mitsubishi Electric, Daimler Benz Aerospace, Matra Marconi Space, NASA, Orbital Sciences Corp., Orbcomm, Space Systems / Loral, US Navy, and Alcatel Espace. The attached list shows the names of 112 firms that our group has advised over the past 16 years.

Table of TelAstra, Inc. Clients

Aerospace:	**Telecom/VSAT:**	**Retail:**	**Financial:**	**International:**
Aerospace Corp.	Alcatel	Charming	Barnett Bank	Andesat S.A.
Arianespace	Ameritech	CVS Drugs	EDS	ASETA
American Mobile Satellite	Andesat SA	Enterprise Rent-A-Car	Fidelity Investments	Caisse D'Epargne de France
Ball Aerospace	AT&T Tridom	Heilig Meyers	Home Savings	China MPT
COM DEV Ltd.	Bell South	Kmart	Lehman Bros.	European Space Agency
E-Systems (Raytheon)	COMSAT	Melville	Merrill Lynch	Global TeleSystems
GE American Comm.	Contel ASC	Moore's Lumber	Morgan Stanley	Hudsons Bay Company
Hughes Communications	GE Spacenet	Montgomery Ward		IBM
IAI Elta	Gilat Satellite Networks	Pep Boys	**Hospitality:**	India Security & Exchange Comm.
Lockheed Martin	Harris	RETEX	Carlson C.	Inter-American Development Bank
Matra Marconi	Hughes Network Systems	Rite Aid	Denny's	Sachsen-Anhalt
Mitsubishi Electric	Hungary PTT	Specnet	Radisson	Shoppers Drug Mart
Orbital Sciences				

Corp.	Inmarsat		TGI Friday's	State Bank of Russia
Raytheon TI	INTELSAT	**Services:**		Thomson CSF
Space Systems/Loral	Intelsys	Comdisco	**Energy:**	Vision et Strategie
SPAR Aerospace	MCI	Crawford	Enron	Vortech Data
TRW Space & Defense	NEC America	EDS	Koch	
United Space Alliance	Orbcomm International	GE Info. Systems	Mobil	**Automotive:**
	Pegasus	KPMG Peat Marwick		Chrysler
	Qualcomm		**Manufacturing:**	Ford
Food:	Racal Milgo	**Government:**	Kodak	General Motors
Brookshire Grocers	SES Astra Luxembourg	New York Power	Frito Lay	Peterbuilt & Kenworth
Publix	Scientific Atlanta	US Capital Planning	PepsiCo	Toyota
Roundy's	Sprint	US Dept of Energy	Sara Lee	Volkswagen, Audi, Porsche
Super Valu	Telespazio S.p.A.	US Dept of Justice	Sony	Volvo
Supermarkets General	WilTel			