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January 17, 2003

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Writer's Direct Contact  
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CTritt@mofocom

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JAN 24 2003

Policy Branch  
International Bureau

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

Re: Constellation Communications Holdings, Inc., File Nos. SAT-MOD-20020719-00103, SAT-T/C-20020718-00114, 181-SAT-LOA-97(46) *et al.*;  
Mobile Communications Holdings, Inc., File Nos. SAT-MOD-20020719-00105, SAT-T/C-20020719-00104, 180-SAT-P/L097(26) *et al.*

Dear Ms. Dortch:

Enclosed for filing on behalf of ICO Global Communications (Holdings) Ltd. ("ICO"), please find the original signature pages for Craig Jorgens and C.J. Waylan for waiver requests submitted January 13, 2003. ICO respectfully requests that these pages be associated with the waiver requests. Please date-stamp the enclosed return copy as received and return it in the enclosed self-addressed stamped envelope.

Please contact the undersigned with any questions concerning this filing.

Very truly yours,



Cheryl A. Tritt  
Counsel for ICO Global Communications  
(Holdings) Ltd.

Enclosures

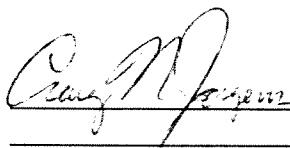
**WAIVER AGREEMENT**

On July 12, 2002, ICO Global Communications (Operations) Limited (“ICO”) and Mobile Communications Holdings, Inc. (“MCHI”) entered into that certain Satellite System Sharing Agreement (the “Agreement”) pursuant to which MCHI contracted with ICO for the purchase of a portion of the ICO satellite system. Sections 2.4 and 2.5 of the Agreement set forth certain conditions to ICO’s obligation to transfer title to the system channel capacity (referred to in the Agreement as the “MCHI Channels”) and to MCHI’s obligation to pay the balance of the purchase price. Although these conditions have no effect on ICO’s obligation to complete the system and take all action necessary to perform under the Agreement, for the purpose of clarity, each of ICO and MCHI hereby agrees to waive the performance of each and every condition set forth in Sections 2.4 and 2.5 of the Agreement, provided that this waiver shall in no way affect either party’s rights or remedies under the Agreement or at law or inequity with respect to any breach by the other party of any obligation set forth in the Agreement.

Except for the express waiver set forth above, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, ICO and MCHI have caused this Waiver Agreement to be signed by their respective duly authorized officers, all as of January 10, 2003.

ICO Global Communications (Operations)  
Limited

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Mobile Communications Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**WAIVER AGREEMENT**

On July 12, 2002, ICO Global Communications (Operations) Limited ("ICO") and Constellation Communications Holdings, Inc. ("CCHI") entered into that certain Satellite System Sharing Agreement (the "Agreement") pursuant to which CCHI contracted with ICO for the purchase of a portion of the ICO satellite system. Sections 2.4 and 2.5 of the Agreement set forth certain conditions to ICO's obligation to transfer title to the system channel capacity (referred to in the Agreement as the "CCHI Channels") and to CCHI's obligation to pay the balance of the purchase price. Although these conditions have no effect on ICO's obligation to complete the system and take all action necessary to perform under the Agreement, for the purpose of clarity, each of ICO and CCHI hereby agree to waive the performance of each and every condition set forth in Sections 2.4 and 2.5 of the Agreement, provided that this waiver shall in no way affect either party's rights or remedies under the Agreement or at law or in equity with respect to any breach by the other party of any obligation set forth in the Agreement.

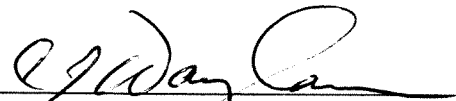
Except for the express waiver set forth above, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, ICO and CCHI have caused this Waiver Agreement to be signed by their respective duly authorized officers, all as of January 13, 2003.

ICO Global Communications (Operations)  
Limited

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Constellation Communications Holdings, Inc.

By:   
Name: C. J. WAYLAN  
Its: PRESIDENT & CEO


**WAIVER AGREEMENT**

On July 12, 2002, ICO Global Communications (Operations) Limited ("ICO") and Constellation Communications Holdings, Inc. ("CCHI") entered into that certain Satellite System Sharing Agreement (the "Agreement") pursuant to which CCHI contracted with ICO for the purchase of a portion of the ICO satellite system. Sections 2.4 and 2.5 of the Agreement set forth certain conditions to ICO's obligation to transfer title to the system channel capacity (referred to in the Agreement as the "CCHI Channels") and to CCHI's obligation to pay the balance of the purchase price. Although these conditions have no effect on ICO's obligation to complete the system and take all action necessary to perform under the Agreement, for the purpose of clarity, each of ICO and CCHI hereby agree to waive the performance of each and every condition set forth in Sections 2.4 and 2.5 of the Agreement, provided that this waiver shall in no way affect either party's rights or remedies under the Agreement or at law or inequity with respect to any breach by the other party of any obligation set forth in the Agreement.

Except for the express waiver set forth above, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, ICO and CCHI have caused this Waiver Agreement to be signed by their respective duly authorized officers, all as of January 13, 2003.

ICO Global Communications (Operations)  
Limited

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Constellation Communications Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_