

Exhibit B

PETITION FOR WAIVER OF SECTIONS 25.137 AND 25.114

Pursuant to Section 25.137 of the Federal Communications Commission's ("Commission" or "FCC") rules, earth station applicants "requesting authority to operate with a non-U.S. licensed space station *to serve the United States*" must demonstrate that effective competitive opportunities exist and must provide the same technical information required by Section 25.114 for U.S.-licensed space stations.¹ Intelsat License LLC ("Intelsat") herein seeks authority to provide launch and early orbit phase ("LEOP") services and telemetry, tracking, and command ("TT&C")—not commercial services—to the United States, and thus believes that Section 25.137 does not apply.²

To the extent the Commission determines, however, that Intelsat's request for authority to provide LEOP and TT&C services on a special temporary basis is a request to serve the United States with a non U.S.-licensed satellite, Intelsat respectfully requests a waiver of Sections 25.137 and 25.114 of the Commission's rules.³ The Commission may grant a waiver for good cause shown.⁴ The Commission typically grants a waiver where the particular facts make strict compliance inconsistent with the public interest.⁵ In granting a waiver, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.⁶ Waiver is therefore appropriate if special circumstances warrant a deviation from the general rule, and such a deviation will serve the public interest.

In this case, good cause exists for a waiver of both Section 25.137 and Section 25.114. With respect to Section 25.114, Intelsat seeks authority only to provide LEOP services, TT&C services during in-orbit testing ("IOT"), TT&C services during the drift from the spacecraft's IOT location to its final location, and TT&C services at its final location until handoff of the Amazonas-5 satellite. The information sought by Section 25.114 is not relevant to LEOP or TT&C services. Moreover, Intelsat does not have—and would not easily be able to obtain—such information because Intelsat is not the operator of the

¹ 47 C.F.R. § 25.137 (emphasis added).

² See *EchoStar Satellite Operating Company Application for Special Temporary Authority Related to Moving the EchoStar 6 Satellite from the 77° W.L. Orbital Location to the 96.2° W.L. Orbital Location, and to Operate at the 96.2° W.L. Orbital Location*, DA 13-593, File No. SAT-STA-20130220-00023 (released Apr. 1, 2013) (noting that operating TT&C earth stations in the United States with a foreign-licensed satellite does not constitute "DBS service").

³ 47 C.F.R. §§ 25.137 and 25.114.

⁴ 47 C.F.R. §1.3.

⁵ *N.E. Cellular Tel. Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) ("*Northeast Cellular*").

⁶ *WAIT Radio v. FCC*, 419 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

Amazonas-5 satellite, nor is Intelsat in contractual privity with that operator. Rather, an affiliate of Intelsat has a contract with SSL, the manufacturer of the Amazonas-5 satellite, to conduct LEOP and TT&C services during testing, drift, and insertion of the spacecraft its final location.

The information that Intelsat is not including is not required to determine potential harmful interference. The Schedule S information for this satellite would pertain to the operation of the Amazonas-5 satellite at its final orbital location. However, the present application for LEOP and TT&C services involves communications *prior* to the satellite attaining its final location in the geostationary orbit and at the satellite's final location only as long as necessary to safely hand over control to the permanent on-station TT&C antennas. Moreover, as with any STA, Intelsat will perform the services on a non-interference basis.

Because it is not relevant to the service for which Intelsat seeks authorization, and because obtaining the information would be a hardship, Intelsat seeks a waiver of all the information required by Section 25.114. Intelsat has provided in this STA request the required technical information that is relevant to the LEOP and TT&C services for which Intelsat seeks authorization.

Good cause also exists to waive Section 25.137. Section 25.137 is designed to ensure that "U.S.-licensed satellite systems have effective competitive opportunities to provide analogous services" in other countries. Here, there is no service being provided by the satellite; it is simply being tested and placed in its final orbital location after separating from the launch vehicle. Thus, the purpose of the information required by Section 25.137 is not implicated here. For example, Section 25.137(d) requires earth station applicants requesting authority to operate with a non-U.S.-licensed space station that is not in orbit and operating to post a bond.⁷ The underlying purpose in having to post a bond—*i.e.*, to prevent warehousing of orbital locations by operators seeking to serve the United States—would not be served by requiring Intelsat to post a bond in order to provide approximately 60 days of LEOP and TT&C services to the Amazonas-5 satellite.

It is Intelsat's understanding that Amazonas-5 is licensed by Brazil, which is a WTO-member country. Thus, the purposes of Section 25.137—to ensure that U.S. satellite operators enjoy "effective competitive opportunities" to serve foreign markets and to prevent warehousing of orbital locations serving the United States—will not be undermined by grant of this waiver request.

Finally, Intelsat notes that it expects to operate with the Amazonas-5 satellite using its U.S. earth station for a period of approximately 60 days. Requiring Intelsat to obtain copious technical and legal information from an unrelated party, where there is no risk of harmful interference and the operations will cease after approximately 60 days, would pose undue hardship without serving underlying policy objectives. Given these particular facts, the waiver sought herein is plainly appropriate.

⁷ See 47 C.F.R. §25.137(d)(4).