

AGREEMENT

This AGREEMENT (“Agreement”) is made as of the Effective Date by and between TerreStar Corporation, a Delaware corporation, TerreStar Networks Inc., a Delaware corporation, and all of their Affiliates and subsidiaries (collectively “TerreStar”); on the one hand, and the U.S. Department of Justice (“DOJ”) and the U.S. Department of Homeland Security (“DHS”), on the other hand. (DOJ and DHS are referred to collectively as “the Government Parties,” and all of the Parties to this Agreement are referred to collectively as the “Parties.”)

RECITALS

WHEREAS, U.S. communications systems are essential to the ability of the U.S. government to fulfill its responsibilities to the public to preserve the national security of the United States, to enforce the laws, and to maintain the safety of the public;

WHEREAS, the U.S. government has an obligation to the public to ensure that U.S. communications and related information are secure in order to preserve the national security of the United States, protect the privacy of U.S. persons and to enforce the laws of the United States;

WHEREAS, it is critical to the well-being of the nation and its citizens to maintain the viability, integrity, and security of the communication systems of the United States (*see, e.g.*, Executive Order 13231, Critical Infrastructure Protection in the Information Age, Presidential Decision Directive 63, Critical Infrastructure Protection, and Presidential Homeland Security Directive / HSPD-7, Critical Infrastructure Identification, Prioritization, and Protection);

WHEREAS, protection of Classified and Sensitive Information is also critical to U.S. national security;

WHEREAS, TerreStar Networks Inc. has filed applications with the Federal Communications Commission to license Mobile Earth Terminals (METs) and to provide Ancillary Terrestrial Component (ATC) service, and a petition seeking to permit TerreStar Networks Inc. to have indirect foreign equity and voting interests above 25 percent;

WHEREAS, TerreStar plans to construct and operate an integrated satellite/terrestrial mobile communications network using one or more geostationary satellites and two redundant, satellite gateways in Allan Park, Ontario, Canada, and North Las Vegas, Nevada, United States. It intends to use this network to provide mobile communications services to independent distributors who will in turn distribute such service to individual customers and may also in the future distribute such services to its own customers;

WHEREAS, TerreStar’s proposed service will enable users to send and receive data, voice, or other communications to and from mobile terminals from anywhere within the United States, and elsewhere;

WHEREAS, Domestic Communications sent and received via TerreStar’s proposed service other than Domestic Communications carried via terrestrial facilities will be routed by

TerreStar's network from mobile terminals within the United States to its TerreStar-1 satellite, which is licensed by Canada, and through one of the two gateway earth stations, one of which is in the United States and the other of which is in Canada;

WHEREAS, it is critical to the law enforcement, national security, and public safety interests of the United States government that such Domestic Communications, and any related Call-Associated Data, Transactional Data, or Subscriber Information are made available pursuant to Lawful U.S. Process, including but not limited to the conduct of a real-time lawfully authorized Electronic Surveillance, within the United States in a timely, secure, and reliable manner;

WHEREAS, the cooperation and assistance of TerreStar is necessary to ensure the above-mentioned critical interests, and to facilitate lawful access within the United States to certain information;

NOW THEREFORE, the Parties are entering into this Agreement to address certain U.S. national security, law enforcement, and public safety concerns with respect to the provision or facilitation of its proposed services in the United States.

ARTICLE 1: DEFINITION OF TERMS

As used in this Agreement:

1.1 "Affiliate" means any entity that TerreStar owns or Controls.

1.2 "Call-Associated Data" or "CAD" means any information relating to a communication or relating to the sender or recipient of that communication and includes, without limitation, subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, post cut-through dual-tone multifrequency (dialed digit extraction), in-band and out-of-band signaling, party add, drop and hold, and any other call-identifying information, as defined in 47 U.S.C. § 1001(2).

1.3 "Classified Information" shall have the meaning indicated in Executive Order 12958, as amended by Executive Order 13292, or any successor executive order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act of 1954.

1.4 "Control" means the power, direct or indirect, whether or not exercised, and whether or not exercised or exercisable through the ownership of a majority or a dominant minority of the total outstanding voting securities of an entity, or by proxy voting, contractual arrangements, or other means, to determine, direct, or decide matters affecting an entity or facility; in particular, but without limitation, to determine, direct, take, reach or cause decisions regarding:

- (a) the sale, lease, mortgage, pledge, or other transfer of any or all of the principal assets of the entity, whether or not in the ordinary course of business;
- (b) the dissolution of the entity;

- (c) the closing and/or relocation of the production or research and development facilities of the entity;
- (d) the termination or non-fulfillment of contracts of the entity;
- (e) the amendment of the articles of incorporation or constituent agreement of the entity with respect to the matters described in Section 1.4(a) through (d); or
- (f) any obligations under this Agreement.

1.5 “Customer Proprietary Network Information” or “CPNI” is defined in 47 U.S.C. § 222(h)(1).

1.6 “De facto” and “de jure” control have the meanings provided in 47 C.F.R. § 1.2110.

1.7 “DHS” means the U.S. Department of Homeland Security.

1.8 “DOJ” means the U.S. Department of Justice.

1.9 “Domestic Communications” means (a) Wire Communications or Electronic Communications (whether stored or not) originating at one U.S. location and terminating at another U.S. location, and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates from or terminates in the United States.

1.10 “Domestic Communications Infrastructure” means (a) transmission, switching, bridging and routing equipment (including software and upgrades) used by or on behalf of TerreStar to provide, process, direct, control, supervise or manage Domestic Communications; (b) facilities and equipment used by or on behalf of TerreStar that are physically located in the United States; and (c) facilities used by or on behalf of TerreStar to control the equipment described in (a) and (b) above. Domestic Communications Infrastructure does not include equipment or facilities used by service providers other than TerreStar or its Affiliates that are:

- (1) interconnecting communications providers; or
- (2) providers of services or content that are
 - (A) accessible using the communications services of TerreStar or its Affiliates, and
 - (B) available in substantially similar form and on commercially reasonable terms through communications services of companies other than TerreStar or its Affiliates.

The phrase “on behalf of” as used in this Section does not include entities with which TerreStar or any of its Affiliates has contracted for peering, interconnection, roaming, long distance, resale, or distribution of TerreStar Service.

1.11 “Effective Date” means the date this Agreement has been duly signed by all of the Parties, unless otherwise specified herein.

1.12 “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).

1.13 “Electronic Surveillance” means (a) the interception of wire, oral, or electronic communications as those terms are defined in 18 U.S.C. § 2510(1), (2), and (12), and electronic surveillance as defined in 50 U.S.C. § 1801(f); (b) access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*; (c) acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*; (d) acquisition of location-related information concerning a service subscriber or facility; (e) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (f) access to, or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable State laws.

1.14 “FCC” or “Commission” means the Federal Communications Commission.

1.15 “Foreign” where used in this Agreement, whether capitalized or lower case, means non-U.S.

1.16 “Governmental Authority” or “Governmental Authorities” mean any government, or any governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau, or political subdivision and any court, tribunal, judicial, or arbitral body.

1.17 “Government Parties” means DOJ and DHS.

1.18 “Implementation Plan” is defined in Section 2.1 herein.

1.19 “Intercept” or “Intercepted” has the meaning defined in 18 U.S.C. § 2510(4).

1.20 “Lawful U.S. Process” means U.S. federal, state, or local Electronic Surveillance or other court orders, processes, or authorizations issued under U.S. federal, state, or local law for physical search or seizure, production of tangible things, or access to or disclosure of Domestic Communications, Call-Associated Data, Transactional Data, or Subscriber Information.

1.21 “MES” means a mobile earth station, a mobile earth terminal or “MET” (i.e., a hand-held, portable, or other mobile terminal capable of receiving and/or transmitting Wire Communications or Electronic Communications by satellite), and includes a mobile earth terminal capable of receiving and/or transmitting TerreStar services.

1.21 “Non-U.S.-Licensed MES” means a TerreStar MES other than a U.S.-Licensed MES.

1.22 “Outsourcing Contract” means a contract between TerreStar and an individual or entity to perform functions covered by this Agreement and related to Domestic Communications that are normally performed by employees of companies in the business of providing those communications services that TerreStar provides. Outsourcing Contract also includes any contract

to perform a specific activity that is required to be performed by TerreStar under the express terms of this Agreement. A contractor designated by TerreStar for operation of the U.S. POP required by this Agreement is referred to herein as an “Outsourcing Contractor.”

1.23 “Party” or “Parties” have the meanings given them in the Preamble.

1.24 “Pro forma assignments” or “pro forma transfers of control” are transfers or assignments that do not involve a substantial change in ownership or control as provided by Section 63.24 of the FCC’s Rules (47 C.F.R. § 63.24).

1.25 “Sensitive Information” means information that is not Classified Information regarding (a) the persons or facilities that are the subjects of Lawful U.S. Process, (b) the identity of the government agency or agencies serving such Lawful U.S. Process, (c) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance pursuant to Lawful U.S. Process, (d) the means of carrying out Electronic Surveillance pursuant to Lawful U.S. Process, or (e) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process; as well as all other information that is not Classified Information but is designated in writing by an authorized official of a federal, state or local law enforcement agency or a U.S. intelligence agency as “Sensitive Information” of some type recognized by the agency involved. The designation “Sensitive” as used in this paragraph may refer to information marked or labeled “Official Use Only,” “Limited Official Use Only,” “Law Enforcement Sensitive,” “Sensitive Security Information,” “Sensitive but Unclassified,” “Controlled Unclassified Information” or other similar designations, and all such information shall be deemed “Sensitive Information” for purposes of this Agreement.

1.26 “Subscriber Information” means information relating to subscribers or customers of TerreStar of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.

1.27 “TerreStar Service” means communications services provided via TerreStar’s planned satellite and/or terrestrial mobile communications network.

1.28 “Transactional Data” means:

- (a) “call identifying information,” as defined in 47 U.S.C. § 1001(2), including without limitation the telephone number or similar identifying designator associated with a Domestic Communication;
- (b) any information possessed by TerreStar, or an entity acting on behalf of TerreStar, relating specifically to the identity and physical address of a customer or subscriber, or account payer, or the end-user of such customer or subscriber, or account payer, or associated with such person relating to all telephone numbers, domain names, Internet Protocol (“IP”) addresses, Uniform Resource Locators (“URLs”), other identifying designators, types of services, length of service, fees, usage including billing records and connection logs, and the physical location of equipment, if known and if different from the location information provided under (d) below;
- (c) the time, date, size, or volume of data transfers, duration, domain names, Media Access Control (“MAC”) or IP addresses (including source and destination), URL’s, port numbers, packet sizes, protocols or services, special purpose flags, or other header information or identifying designators or characteristics associated with any Domestic Communication, including electronic mail headers showing From: and To: addresses; and
- (d) as to any mode of transmission (including mobile transmissions), and to the extent permitted by U.S. laws, any information indicating as closely as possible the physical location to or from which a Domestic Communication is transmitted.

The term includes all records or other information of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) and (d) but does not include the content of any communication. The phrase “on behalf of” as used in this Section does not include entities with which TerreStar contracts for peering, interconnection, roaming, long distance, or resale of TerreStar Service.

1.29 “United States,” “US” or “U.S.” means the United States of America, including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the United States (*see* 18 U.S.C. § 7).

1.30 “U.S. LES” means a land earth station facility, located in any state of the United States, that is involved with the transmission of satellite communications and meets all other applicable requirements of this Agreement.

1.31 “U.S.-Licensed MES” means an MES licensed by the FCC to TerreStar or TerreStar’s distributors and utilizing the TerreStar network, including to provide TerreStar Services.

1.32 “U.S. POP” or “POP” means a point of presence located in the United States through which communications are routed for purpose of switching and at which Electronic Surveillance can be conducted, and meeting all other applicable requirements of this Agreement.

1.33 “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

1.34 “TerreStar” means TerreStar Networks Inc., TerreStar Corporation, and all of their Affiliates and subsidiaries.

1.35 Other Definitional Provisions. Other capitalized terms used in this Agreement and not defined in this Article 1 shall have the meanings assigned them elsewhere in this Agreement. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Whenever the words “include,” “includes,” “including,” or “such as” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

ARTICLE 2: INFORMATION STORAGE AND ACCESS

2.1 Implementation Plan. Certain of the rights and obligations of the Parties are set forth in further detail in an Implementation Plan signed by TerreStar on November 24, 2009, which is hereby expressly incorporated in, and constitutes an integral part of, this Agreement. Wherever the term “Agreement” appears herein, it shall also be deemed to refer to and include the Implementation Plan.

2.2 Domestic Communications Infrastructure. Except to the extent and under conditions concurred in by the Government Parties in writing:

- (a) Point of Presence. TerreStar will ensure as specified in the Implementation Plan that transmitted Domestic Communications, and Call-Associated Data, and Transactional Data related to Domestic Communications that are carried by or on behalf of TerreStar are transmitted to or through a U.S. POP, at which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. TerreStar will ensure that TerreStar and/or any Outsourcing Contractor provides technical or other assistance to facilitate such Electronic Surveillance.
- (b) Communications of a Non-U.S.-Licensed MES. TerreStar shall configure its network such that pursuant to Lawful U.S. Process, Electronic Surveillance of a Non-U.S.-Licensed MES can be conducted in accordance with the Implementation Plan.

2.3 Compliance with Lawful U.S. Process. TerreStar employees or agents in the United States, including any Outsourcing Contractor, shall have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process. Such employees or agents will further have such authority with regard to the following, as applicable:

- (a) the orders of the President in the exercise of his/her authority under § 706 of the Communications Act of 1934, as amended (47 U.S.C. § 606), and under § 302(e) of the Aviation Act of 1958 (49 U.S.C. § 40107(b)) and Executive Order 11161 (as amended by Executive Order 11382); and

- (b) National Security and Emergency Preparedness rules, regulations and orders issued pursuant to the Communications Act of 1934, as amended (47 U.S.C. § 151 *et seq.*).

2.4 Information Storage and Access. TerreStar shall make the following data and communications, if stored by or on behalf of TerreStar for any reason, available in the United States:

- (a) Domestic Communications;
- (b) any Wire Communications or Electronic Communications received by, intended to be received by, or stored in the account associated with a U.S.-Licensed MES, or transmitted through a U.S. LES, or routed through a U.S. POP to or from a customer or subscriber of TerreStar;
- (c) Transactional Data and Call-Associated Data relating to Domestic Communications;
- (d) Subscriber Information concerning the customers and subscribers of services using U.S.-Licensed MESs, or who are known to be domiciled or holding themselves out as being domiciled in the United States, as well as Subscriber Information related to any Domestic Communication transmitted through a U.S. LES or routed through a U.S. POP; and
- (e) Billing records relating to customers and subscribers of services using U.S.-Licensed MESs, or customers and subscribers who are known to be domiciled or are holding themselves out as being domiciled in the United States, as well as billing records related to any Domestic Communication transmitted through a U.S. LES or routed through a U.S. POP, for so long as such records are kept, in the event that TerreStar has or otherwise maintains any such billing records.

The phrase “on behalf of” as used in this Section does not include entities with which TerreStar has contracted for peering, interconnection, roaming, long distance, resale, or distribution of TerreStar Service.

2.5 Restriction on Storage Outside the U.S. TerreStar shall ensure that the data and communications described in Section 2.4 of this Agreement are not stored outside of the United States unless:

- (a) such storage is based strictly on *bona fide* commercial reasons weighing against storage in the United States; and
- (b) the required notice has been given to the Government Parties pursuant to Section 5.9 of this Agreement.

2.6 Avoidance of Mandatory Destruction. TerreStar shall ensure that the data and communications described in Section 2.4 of this Agreement are stored in a manner not subject to mandatory destruction under any foreign laws, if such data and communications are stored by or on behalf of TerreStar for any reason.

2.7 Billing Records. To the extent that any billing records are generated or maintained by TerreStar relating to customers and subscribers of services using U.S.-Licensed MESs, TerreStar shall store all such billing records for at least eighteen (18) months and shall make such records available in the United States.

2.8 Storage Pursuant to 18 U.S.C. § 2703(f). Upon a request made pursuant to 18 U.S.C. § 2703(f) by a Governmental Authority within the United States to preserve any information in the possession, custody, or control of TerreStar, including any information that is listed in Section 2.4 above, TerreStar shall store such preserved records or other evidence in the United States.

2.9 Compliance with U.S. Law. Nothing in this Agreement shall excuse TerreStar from its obligation to comply with U.S. legal requirements, including those requiring the retention, preservation, or production of information, records, or data, those not to unlawfully intercept telecommunications or unlawfully access stored telecommunications, Chapters 119 and 121 of Title 18, United States Code, and the requirements of the Communications Assistance for Law Enforcement Act, 47 U.S.C. § 1001 *et seq.*

2.10 Customer Proprietary Network Information. With respect to Domestic Communications, TerreStar shall comply with all applicable FCC rules and regulations governing access to and storage of Customer Proprietary Network Information (“CPNI”), as defined in 47 U.S.C. § 222(h)(1).

2.11 Storage of Protected Information. The storage of Classified and Sensitive Information by TerreStar or its Affiliates shall be at an appropriately secure location in the United States or other secure location within the offices of a U.S. military facility, a U.S. Embassy or Consulate or other U.S. Government Authority.

ARTICLE 3: SECURITY

3.1 Measures to Prevent Improper Use or Access. TerreStar shall take all practicable measures to prevent the use of or access to TerreStar’s equipment or facilities to conduct Electronic Surveillance of Domestic Communications, or to obtain or disclose Domestic Communications, Classified Information, or Sensitive Information, in violation of any U.S. federal, state, or local laws or the terms of this Agreement. These measures shall include creating and complying with any policies and procedures as required by 47 C.F.R. § 1.20003, as applicable, and other appropriate written technical, organizational, and personnel-related policies and procedures, implementation plans, and physical security measures.

3.2 Disclosure of, or Access to, Domestic Communications and Information by Foreign Individuals, Entities, or Governments. TerreStar shall not, directly or indirectly, disclose, permit disclosure of, or provide access to Domestic Communications, or Call-Associated Data, Transactional Data, or Subscriber Information related to Domestic Communications to any Foreign individual (other than TerreStar employees with a need to know) or entity, or Foreign Governmental Authority, or to any person in response to the legal process or request by a Foreign individual or entity, or Foreign Governmental Authority, without first satisfying all applicable U.S. legal requirements, and obtaining the express written consent of the Government Parties or the authorization of a court of competent jurisdiction in the United States, provided that TerreStar may

respond to legal process issued by Foreign Governmental Authority without obtaining such consent or court authorization after determining that such response would not be prohibited by applicable U.S. law, and making the notification to the Government Parties required herein. Any such requests or submission of legal process shall be reported to the Government Parties no later than five (5) business days after its is received by TerreStar. TerreStar shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process.

3.3 Disclosure of, or Access to, Certain Other Information by Foreign Individuals, Entities, or Governments. TerreStar shall not, directly or indirectly, disclose or permit disclosure of, or provide access to:

- (a) Classified or Sensitive Information;
- (b) Subscriber Information, Transactional Data, Call-Associated Data, or a copy of any Wire or Electronic Communications, intercepted or acquired pursuant to Lawful U.S. Process; or
- (c) the existence of Lawful U.S. Process that is not already a matter of public record

to any Foreign individual (other than TerreStar employees who are authorized and have a need to know) or entity, or Foreign Governmental Authority, or to any person in response to the legal process or request by a Foreign individual or entity, or Foreign Governmental Authority, without first satisfying all applicable U.S. legal requirements, and obtaining the express written consent of the Government Parties or the authorization of a court of competent jurisdiction in the United States. Any such requests or submission of legal process shall be reported to the Government Parties no later than five (5) business days after it is received by TerreStar. TerreStar shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process.

3.4 Points of Contact. Within five (5) business days after the Effective Date, TerreStar shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process. The points of contact shall be assigned to an office of TerreStar or its Outsourcing Contractor in the U.S., shall be available twenty-four hours per day, seven days per week, and shall be responsible for accepting service for TerreStar and for maintaining the security of Sensitive and Classified Information and any Lawful U.S. Process. TerreStar shall immediately notify the Government Parties in writing of the points of contact, and thereafter shall promptly notify the Government Parties of any change in such designation. The points of contact shall be resident U.S. citizens who are reasonably believed by TerreStar to be eligible for appropriate U.S. security clearances. TerreStar and any Outsourcing Contractor as applicable shall cooperate with any request by a U.S. Governmental Authority that a background check and/or security clearance process be completed for a designated point of contact.

3.5 Security of Lawful U.S. Process, Classified and Sensitive Information. TerreStar shall ensure that any Outsourcing Contractor protects the confidentiality and security of all Lawful U.S. Process, Classified and Sensitive Information in accordance with U.S. Federal and state law or regulation. TerreStar shall ensure that knowledge of the existence of any Lawful U.S. Process served upon

TerreStar's Outsourcing Contractor is limited to those individuals who are authorized to know and whose assistance is strictly necessary to ensure compliance. TerreStar's Outsourcing Contractor shall maintain a list of the names, dates and places of birth, and current addresses of each such individual and the list shall include but not be limited to any technicians assisting in the implementation of Electronic Surveillance. TerreStar's Outsourcing Contractor shall make the list available upon request to any law enforcement agency or officer seeking compliance with Lawful U.S. Process.

3.6 Information Security Plan. TerreStar shall form and implement an Information Security Plan, which shall include provisions for the following:

- (a) Take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified or Sensitive Information;
- (b) Assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or regularly deal with information identifiable to such person as Sensitive Information;
- (c) Upon request from the Government Parties, provide the name and any other identifying information requested for each person who handles or regularly deals with Sensitive Information;
- (d) Require that personnel handling Classified Information, if any, shall have been granted appropriate U.S. security clearances; and
- (e) Provide that the points of contact described in Section 3.4 shall have sufficient authority over any of TerreStar's employees who may handle Classified or Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authority and the terms of this Agreement.

3.7 Nondisclosure of Protected Data. TerreStar shall not directly or indirectly disclose information concerning Lawful U.S. Process, Classified Information, or Sensitive Information to any third party, or officer, director, shareholder, employee, agent, or Contractor of TerreStar (other than an Outsourcing Contractor when authorized and when there is a need to know), including those who serve in a supervisory, managerial or officer role with respect to the employees working with the information, unless disclosure has been approved by prior written consent obtained from the Government Parties, or there is an official need for disclosure of the information in order to fulfill an obligation consistent with the purpose for which the information is collected or maintained and the disclosure has been approved by the entity that provided the information to TerreStar. Any such disclosure shall be in strict compliance with Section 3.5 of this Agreement.

3.8 Written Notice of Obligations. By a written statement, TerreStar shall instruct all appropriate officials, employees, contractors, and agents of TerreStar as to the obligations of this Agreement, including the individuals' duty to report any violation of this Agreement and the reporting requirements in Sections 5.2, 5.5, and 5.8 of this Agreement, and shall issue periodic reminders to them of such obligations. The written statement shall set forth in a clear and prominent manner the

contact information for a senior manager to whom such information may be reported, and shall also state that TerreStar will not discriminate against, or otherwise take adverse action against, anyone who reports such information to management or the United States government.

3.9 Access to Classified or Sensitive Information. Nothing contained in this Agreement shall limit or affect the authority of a U.S. Government Authority to deny, limit, or revoke whatever access TerreStar might have to Classified or Sensitive Information under that Government Authority's jurisdiction.

ARTICLE 4: DISPUTES

4.1 Informal Resolution. The Parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless any of the Government Parties believes that important national interests can be protected, or TerreStar believes that its paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 4.2. If, after meeting with higher authorized officials, any of the Parties determines that further negotiation would be fruitless, then that Party may resort to the remedies set forth in Section 4.2. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person or persons possessing the appropriate security clearances for the purpose of resolving that disagreement.

4.2 Enforcement of Agreement. Subject to Section 4.1 of this Agreement, if any Party believes that any other Party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Nothing in this Agreement shall limit or affect the right of a U.S. Government Authority to:

- (a) require that the Party or Parties believed to have breached, or about to breach, this Agreement cure such breach within thirty (30) days, or whatever shorter time period is appropriate under the circumstances, upon receiving written notice of such breach;
- (b) request that the FCC modify, condition, revoke, cancel, or render null and void any license, permit, or other authorization granted or given by the FCC to TerreStar or its Affiliates, request that the FCC take other action, or request that the FCC impose any other appropriate sanction, including but not limited to a forfeiture or other monetary penalty, against TerreStar or its Affiliates;
- (c) seek civil sanctions for any violation of any U.S. law or regulation or term of this Agreement; or
- (d) pursue criminal sanctions against TerreStar or any of their respective directors, officers, employees, representatives or agents, or against any other person or entity, for violations of the criminal laws of the United States; or

- (e) seek suspension or debarment of TerreStar from eligibility for contracting with the U.S. Government.

4.3 Irreparable Injury. TerreStar agrees that the United States would suffer irreparable injury if for any reason TerreStar failed to perform any of its obligations under this Agreement, and that monetary relief would not be an adequate remedy. Accordingly, TerreStar agrees that, in seeking to enforce this Agreement, the U.S. Parties shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.

4.4 Waiver. The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of any Party to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver by any Party of any provision or right shall be valid unless it is in writing and signed by the Party.

4.5 Waiver of Immunity. TerreStar agrees that, to the extent that it or any of its property (including FCC licenses and authorizations and intangible property) is or becomes entitled at any time to any immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of government from any legal action, suit, or proceeding or from setoff or counterclaim relating to this Agreement, from the jurisdiction of any competent court or the FCC, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by a U.S. federal, state or local Government Authority. TerreStar agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated by a U.S. federal, state or local Government Authority against TerreStar with respect to compliance with this Agreement.

4.6 Forum Selection. Any civil action among the Parties for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

4.7 Effectiveness of Article 4. This Article 4, and the obligations imposed and rights conferred herein, shall become effective upon the execution of this Agreement by all the Parties.

ARTICLE 5: REPORTING AND NOTICE

5.1 Filings Concerning *De Jure* or *De Facto* Control of TerreStar. If TerreStar makes any filing with the FCC or any other U.S. Government Authority relating to the *de jure* or *de facto* control of TerreStar, except for filings with the FCC for assignments or transfers of control that are *pro forma*,

TerreStar shall promptly provide to the Government Parties written notice and copies of such filing. This Section 5.1 shall become effective upon execution of this Agreement by all the Parties.

5.2 Changes in Ownership. If any member of the management of TerreStar (including officers and members of the Board of Directors) acquires any information that reasonably indicates that any single Foreign entity or individual, Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity – other than those already identified to the Government Parties – has or will likely obtain an ownership interest (direct or indirect) in TerreStar of more than 10 percent, as determined in accordance with 47 C.F.R. § 63.09, or if any Foreign entity or individual, Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity singly or in combination with other Foreign entities or individuals, Foreign Governmental Authority(ies), or Foreign Governmental Authority-controlled entities has or will likely otherwise gain either (1) Control or (2) *de facto* or *de jure* control of TerreStar, then such Director, officer or manager shall promptly cause TerreStar to notify the Government Parties in writing within ten (10) calendar days. Notice under this Section 5.2 shall, at a minimum, if such information is known or reasonably available:

- (a) identify the Foreign entity or individual(s), Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity (specifying the name, addresses and telephone numbers);
- (b) identify the beneficial owners of the increased or prospective increased interest in TerreStar by the Foreign entity or individual(s), Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity (specifying the name, addresses and telephone numbers of each beneficial owner); and
- (c) quantify the amount of ownership interest that the Foreign entity or individual(s), Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity has or will likely obtain in TerreStar and, if applicable, the basis for its prospective Control of TerreStar.

5.3 Joint Ventures. In the event that TerreStar enters into joint ventures or other arrangements under which the joint venture or another entity may provide Domestic Communications:

- (a) if TerreStar has the power or authority to exercise *de facto* or *de jure* control over such joint venture or entity, then TerreStar will require the entity to fully comply with the terms of this Agreement; or
- (b) if TerreStar does not have *de facto* or *de jure* control over such joint venture or entity, the provisions of Section 5.4, Outsourcing Contracts, shall apply as if the joint venture or other arrangement was an Outsourcing Contract.

5.4 Outsourcing Contracts. TerreStar shall ensure the following with regard to any Outsourcing Contracts, including any contracts for the resale or distribution of TerreStar Service:

- (a) TerreStar shall include written provisions in any Outsourcing Contract that require the contractor to comply with all applicable terms of this Agreement and the

Implementation Plan, or shall take other reasonable, good-faith measures to ensure that the contractor is aware of, agrees to, and is bound to comply with all such terms.

(b) TerreStar shall not enter into any Outsourcing Contract that affords the contractor access to Sensitive Information, unless such access has been lawfully approved by the entity that provided the information.

(c) TerreStar shall not induce the contractor either to violate its obligations to TerreStar related to this Agreement or the Implementation Plan, or to take any action that, if taken by TerreStar, would violate this Agreement.

(d) If TerreStar receives any information that a contractor or any of its employees or agents has taken an action that, had it been taken by TerreStar, would violate a provision of this Agreement or the Implementation Plan, or has violated its obligations to TerreStar related to this Agreement or the Implementation Plan, TerreStar (1) will notify the Government Parties promptly, and (2) in consultation and cooperation with them, will take all reasonable steps necessary to rectify promptly the situation, including terminating the Outsourcing Contract (with or without notice and opportunity for cure) or initiating and pursuing litigation or other remedies at law and equity.

(e) Neither an Outsourcing Contract nor any provision of this Section 5.4 does nor shall it be construed to relieve TerreStar of any of its obligations under this Agreement or the Implementation Plan.

5.5 Notice of Foreign Influence. If TerreStar or its agent (including officers and members of the Board of Directors) acquires any information that reasonably indicates that any Foreign entity or individual, Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity plans to participate or has participated in any aspect of the day-to-day management of TerreStar or to exercise any Control of TerreStar in such a way that (1) interferes with or impedes the performance by TerreStar of its duties and obligations under the terms of this Agreement; (2) interferes with or impedes the exercise by TerreStar of its rights under the Agreement; or (3) raises a concern with respect to the fulfillment by TerreStar of its obligations under this Agreement, then such person shall promptly notify the Government Parties in writing of the timing and the nature of the Foreign entity's or individual's, Foreign Governmental Authority's, or Foreign Governmental Authority-controlled entity's plans or actions.

5.6 Procedure and Process on Reporting. Within thirty (30) days of the Effective Date, TerreStar shall adopt and distribute to all officers and directors a written procedure or process for the reporting by officers and directors of noncompliance with this Agreement or the Implementation Plan, which shall incorporate the notice of reporting obligations by officials, employees, agents and contractors required under Section 3.8 of this Agreement. Any violation by TerreStar of any material term of such corporate policy shall constitute a breach of this Agreement.

5.7 Non-retaliation. Within thirty (30) days of the Effective Date, TerreStar shall, by duly authorized action of its Board of Directors, adopt and distribute to all officers and directors an official corporate policy that strictly prohibits TerreStar from discriminating or taking any adverse action against any officer, director, employee, contractor, or agent because he or she has in good

faith initiated or attempted to initiate a notice or report under Sections 5.2, 5.5, or 5.8 of this Agreement, or has notified or attempted to notify the management to report information that he or she believes in good faith is required to be reported to the Government Parties under either Sections 5.2, 5.5, or 5.8 of this Agreement or under TerreStar's written notice to employees on the reporting of any such information. Any violation by TerreStar of any material term of such corporate policy shall constitute a breach of this Agreement.

5.8 Reporting of Incidents. TerreStar shall report to the Government Parties any information acquired by TerreStar or any of its officers, directors, employees, contractors, or agents that reasonably indicates:

- (a) a breach of this Agreement;
- (b) access to or disclosure of Domestic Communications, or the conduct of Electronic Surveillance, in violation of federal, state or local law or regulation;
- (c) access to or disclosure of CPNI, Call-Associated Data, Transactional Data, or Subscriber Information, in violation of federal, state or local law or regulation; or
- (d) improper access to or disclosure of Classified or Sensitive Information.

This report shall be made in writing by the appropriate TerreStar officer to the Government Parties no later than ten (10) calendar days after TerreStar acquires information indicating a matter described in this Section. TerreStar shall lawfully cooperate in investigating the matters described in this Section. TerreStar need not report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction in the United States.

5.9 Notice of Decision to Store Information Outside of the United States. TerreStar shall provide to the Government Parties thirty (30) days' advance notice if it plans to store or have stored on its behalf outside the United States any of the information specified in Section 2.4 herein. Such notice shall, at a minimum:

- (a) include a description of the type of information to be stored outside the United States;
- (b) identify the custodian of the information, if other than TerreStar;
- (c) identify the location where the information is to be located; and
- (d) identify the factors considered, pursuant to Section 2.5 of this Agreement, in deciding to store the information outside of the United States.

5.10 Access to Information and Facilities.

(a) The Government Parties or their designees may visit any part of TerreStar's Domestic Communications Infrastructure to conduct on-site reviews concerning the implementation of the terms of this Agreement, and TerreStar will provide unimpeded access for such on-site reviews.

(b) TerreStar will voluntarily provide prompt and unimpeded access to and disclosure of all records and information concerning technical, physical, management, or other security measures, as needed by the Government Parties or their designees to verify compliance with the terms of this Agreement including the Implementation Plan.

5.11 Access to Personnel. Upon reasonable notice from the Government Parties or their designees, TerreStar shall make available for interview any officers or employees of TerreStar and any contractors located in the United States, who are in a position to provide information to verify compliance with the terms of this Agreement.

5.12 Annual Report. On or before the last day of January of each year, a designated senior corporate officer of TerreStar shall submit to the Government Parties a report assessing TerreStar's compliance with the terms of this Agreement for the preceding calendar year (or since the Effective Date in the case of the first such report). The report shall include:

- (a) a copy of the then-current policies and procedures adopted to comply with this Agreement;
- (b) a summary of the changes, if any, to the policies or procedures, and the reasons for those changes;
- (c) a summary of any known acts of noncompliance with the terms of this Agreement, whether inadvertent or intentional, with a discussion of what steps have been or will be taken to prevent such acts from occurring in the future; and
- (d) identification of any other issues that, to TerreStar's knowledge, will or reasonably could affect the effectiveness of or its compliance with this Agreement.

5.13 Notices. Effective upon execution of this Agreement by all the Parties, all notices and other communications relating to this Agreement, such as a proposed modification, shall be in writing and shall be deemed given as of the date of receipt and shall be sent by electronic mail (if an e-mail address is specified below or in a subsequent notice) and one of the following methods: (a) delivered personally, (b) sent by facsimile, (c) sent by documented overnight courier service, or (d) sent by registered or certified mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, unless provided otherwise in this Agreement; provided, however, that upon written notification to the Parties, a Party may unilaterally amend or modify its designated representative information, notwithstanding any provision to the contrary in Section 8.6 of this Agreement:

Department of Justice
Assistant Attorney General for National Security
National Security Division
950 Pennsylvania Avenue, NW
Washington, D.C. 20530
ttelecom@usdoj.gov
a.kraken@ic.fbi.gov

Department of Homeland Security
Assistant Secretary for Policy
3801 Nebraska Avenue, N.W.
Washington, D.C. 20528
ip-fcc@dhs.gov

Douglas Brandon
General Counsel, Secretary, and Senior Vice President
TerreStar Networks Inc.
12010 Sunset Hills Road
Ninth Floor
Reston, VA 20190
doug.brandon@terrestar.com

ARTICLE 6: CONFIDENTIALITY; USE OF INFORMATION

6.1 Confidentiality. The Government Parties shall take all measures required by law to protect from public disclosure all information submitted by TerreStar (or other entities in accordance with the terms of this Agreement including the Implementation Plan) to them in connection with this Agreement and clearly marked with the legend “Business Confidential; subject to protection under 5 U.S.C. § 553(b)” or similar designation. Such markings shall signify that it is the company’s position that the information so marked constitutes “trade secrets” and/or “commercial or financial information obtained from a person and privileged or confidential,” or otherwise warrants protection within the meaning of 5 U.S.C. § 552(b)(4). For the purposes of 5 U.S.C. § 552(b)(4), the Parties agree that information so marked is voluntarily submitted. If a request is made under 5 U.S.C. § 552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, TerreStar shall be provided with the notices and procedures required by law, including those specified in Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987).

6.2 Use of Information by U.S. Government for Any Lawful Purpose. Nothing in this Agreement shall prevent the Government Parties or any other U.S. Governmental Authority from lawfully disseminating this Agreement or using any information produced under or otherwise related to this Agreement to seek enforcement of this Agreement, or for any other lawful purpose.

ARTICLE 7: FCC CONDITION

7.1 FCC Approval. Upon the execution of this Agreement, including the Implementation Plan, by all of the Parties, TerreStar shall request that the FCC adopt a condition to TerreStar’s existing or pending FCC authorizations, substantially the same as set forth in Exhibit A attached hereto (the “Condition to FCC Authorization”).

7.2 Right to Object to Future FCC Filings. TerreStar agrees that in any application or petition by TerreStar, filed with or granted by the FCC after the execution of this Agreement by all the Parties, for a license or other authority under Titles II and III of the Communications Act of 1934, as amended, to provide service to or operate MESs in the United States for communications

utilizing the TerreStar system, or to offer, distribute, or resell Domestic Communications in the United States for communications utilizing the TerreStar system, TerreStar shall request that the FCC condition the grant of such licensing or other authority on compliance with the terms of this Agreement, as amended if necessary. Notwithstanding Section 8.9, nothing in this Agreement shall preclude the Government Parties or any other U.S. Governmental Authority from opposing, formally or informally, any FCC application or petition by TerreStar for other authority, or to transfer its license(s) to a third party (except with respect to *pro forma* assignments or *pro forma* transfers of control), and to seek additional or different terms that would, consistent with the public interest, address any concerns regarding the ability of the United States to enforce the laws, preserve the national security, and protect the public safety, raised by the services and transactions underlying any such application or petition.

ARTICLE 8: OTHER

8.1 Right to Make and Perform Agreement. TerreStar represents that it has and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform its obligations hereunder and that this Agreement is a legal, valid, and binding obligation of TerreStar enforceable in accordance with its terms.

8.2 Headings. The article and section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the terms of this Agreement.

8.3 Other Laws. Nothing in this Agreement is intended to limit or constitute a waiver of (a) any obligations imposed by any U.S. federal, state, or local law or regulation on TerreStar, (b) any enforcement authority available under any U.S. federal, state, or local law or regulation, (c) the sovereign immunity of the United States, or (d) any authority the U.S. Government may possess over the activities or facilities of TerreStar located within or outside the United States (including authority pursuant to the International Emergency Economic Powers Act). Nothing in this Agreement is intended to or is to be interpreted to require the Parties to violate any applicable U.S. law.

8.4 Statutory References. All references in this Agreement to statutory provisions and executive orders shall include any future amendments to such statutory provisions and executive orders.

8.5 Non-Parties. Nothing in this Agreement is intended to confer or does confer any rights on any person other than the Parties and any Government Authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.

8.6 Modification. This Agreement may only be modified by written agreement signed by all of the Parties, provided that the Government Parties may, by a written notice to TerreStar signed by all of them, waive any provision of this Agreement intended for their benefit unless such waiver is objected to by TerreStar. The Government Parties agree to consider promptly and in good faith possible modifications to this Agreement if TerreStar believes that the obligations imposed on it under this Agreement are substantially more restrictive than those imposed on other U.S.- and foreign-licensed service providers in like circumstances in order to protect U.S. national security, law enforcement, and public safety concerns. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties. For purposes of

the previous sentence, an amendment to the Implementation Plan shall not be considered a substantial modification to this Agreement.

8.7 Severability. The provisions of this Agreement shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid by a court of competent jurisdiction, it shall not affect any other provision of this Agreement or the application of any provision thereof.

8.8 Changes in Circumstances for TerreStar. The Government Parties agree to negotiate in good faith and promptly with respect to any request by TerreStar for relief from application of specific provisions of this Agreement if those provisions become unduly burdensome or have an adverse affect on TerreStar's competitive position.

8.9 Changes in Circumstances for the Government Parties. If after the date that all the Parties have executed this Agreement, the Government Parties find that the terms of this Agreement are inadequate to address national security, law enforcement, or public safety concerns, then TerreStar will negotiate in good faith to modify this Agreement to address those concerns.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall together constitute one and the same instrument.

8.11 Successors and Assigns: This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall also be binding on all subsidiaries, divisions, departments, branches, and other components or agents of TerreStar, and on all Affiliates of TerreStar.

8.12 Effectiveness of Article 8. This Article 8, and the obligations imposed and rights conferred herein, shall be effective upon execution of this Agreement by all the Parties.

8.13 Effectiveness of Agreement. Except as otherwise specifically provided elsewhere in this Agreement, the obligations imposed and rights conferred by this Agreement shall take effect upon the Effective Date.

8.14 Suspension of Agreement and Obligations Hereunder. This Agreement shall be suspended upon thirty (30) days' notice to the Government Parties that neither TerreStar, nor any transferee or assignee of the FCC licenses or authorizations held by TerreStar, provides or facilitates Domestic Communications in the United States, unless any of the Government Parties, within that 30-day period, seeks additional information or objects to the suspension.

8.15 Termination of Agreement. This Agreement shall be terminated in its entirety upon the written determination of the Government Parties that TerreStar has provided notice and reasonably satisfactory documentation that no foreign entity or combination of foreign entities (including one or more persons under common Control) either Controls TerreStar or holds, directly or indirectly, a ten (10) percent or greater interest in TerreStar, and that this Agreement is no longer necessary to in order to protect U.S. national security, law enforcement, or public safety concerns. It is expressly acknowledged that this Agreement shall not be terminated with respect to TerreStar

during such time as the TerreStar Service is provided or facilitated within the United States by TerreStar via any facilities or equipment, including but not limited to any land earth station, located outside of the U.S. If this Agreement is not terminated pursuant to this provision, the Government Parties agree to consider promptly and in good faith possible modifications to this Agreement.

8.16 Notice of Additional Services. TerreStar shall provide a minimum of thirty (30) days' advance notice to the Government Parties in the event that TerreStar or any Affiliate changes or intends to change its present services with respect to Domestic Communications, as set forth in the Recitals to this Agreement, such that the material representations made therein are no longer fully accurate, true and complete. In no event will such notice relieve any Party to this Agreement of obligations under this Agreement or be construed as a waiver of any Party's rights under this Agreement.

8.17 Execution by Harbinger Funds. Harbinger Capital Partners Master Fund I, Ltd., which is a Cayman Islands exempted company, and Harbinger Capital Partners Special Situations Fund, L.P., which is a Delaware limited partnership (collectively, the "Harbinger Funds") are shareholders of TerreStar. In light of the fact that one of the Harbinger Funds is organized under the laws of another country, and in light of the fact that the Harbinger Funds have a substantial minority interest in TerreStar, the Government Parties, in accordance with their policies, have requested, and the Harbinger Funds have agreed, that the Harbinger Funds execute this Agreement to acknowledge its terms.

This Agreement is executed on behalf of the Parties:

**TerreStar Corporation
TerreStar Networks Inc.
and affiliates**

Date: December 4, 2009

[Signature]
Douglas Brandon
General Counsel, Secretary, and Senior Vice President

**Harbinger Capital Partners Master Fund I, Ltd.
(Executed pursuant to Section 8.17 of this Agreement.)
By: Harbinger Capital Partners LLC, its investment manager**

Date: 12/2/09

By: [Signature]

Name: Robin Roger
Title: Managing Director & General Counsel

**Harbinger Capital Partners Special Situations Fund, L.P.
(Executed pursuant to Section 8.17 of this Agreement.)
By: Harbinger Capital Partners Special Situations GP, LLC, its
general partner**

Date: 12/2/09

By: [Signature]

Name: Robin Roger
Title: Managing Director & General Counsel

United States Department of Justice

Date: 12-11-09

[Signature]
David S. Kris
Assistant Attorney General for National Security

United States Department of Homeland Security

Date: 12-18-09

[Signature]
David Heyman
Assistant Secretary for Policy

EXHIBIT A
CONDITION TO FCC AUTHORIZATION

IT IS FURTHER ORDERED that this authorization and any licenses related thereto are subject to compliance with the provisions of the Agreement attached hereto between TerreStar, on the one hand, and the Department of Justice (“DOJ”) and the Department of Homeland Security (“DHS”), on the other hand, dated _____, 2009, which Agreement is intended to enhance the protection of U.S. national security, law enforcement, and public safety. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation.