

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

In the Matter of)
)
Iridium U.S., L.P.)
Assignor)
)
Iridium Carrier Services LLC)
Assignee)
)
Application for Assignment of)
Authorization to Provide Global Facilities-Based)
and Resale Communications Services pursuant)
to Section 214 of the Communications Act)
of 1934, as amended, and Part 63 of)
the Commission's Rules)

File No. I-T-C-01_____

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RECEIPT

MAR 19 2001

JOINT APPLICATION FOR ASSIGNMENT OF SECTION 214 AUTHORITY

Iridium U.S., L.P. (d/b/a "Iridium North America" or "INA") and Iridium Carrier Services LLC ("Iridium Carrier Services") hereby request authority, pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and Section 63.18 of the Commission's Rules, 47 C.F.R. 63.18, to assign INA's Section 214 international authorization to operate as a global facilities-based and resale carrier to Iridium Carrier Services. See File No. I-T-C-97-697.¹

¹ The FCC granted INA's application on January 2, 1998. The grant appeared on public notice on January 9, 1998. On February 9, 1998, the Federal Bureau of Investigation ("FBI") filed a Petition for Reconsideration of the FCC's action. The FBI Petition, which remains pending, focused its objections primarily on INA's plans to construct a second North American commercial gateway in Canada to process and switch some telecommunications traffic from the eastern United States. INA never built this Canadian gateway and New Iridium has no plans to do so. In concurrently-filed applications, New Iridium has also committed to work diligently to address any law enforcement and national security concerns regarding the operation of the IRIDIUM System. It hopes to secure an agreement quickly by relying, at least in part, on the review conducted for the original IRIDIUM System.

SIDLEY & AUSTIN
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WRITER'S DIRECT NUMBER

March 19, 2001

VIA COURIER TO MELLON BANK

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
Room TW-A325
445 Twelfth Street, S.W.
Washington DC 20554

RECEIPT

Re: Iridium U.S., L.P.
Application to Assign International
Section 214 Authorization
(FCC File No. I-T-C-97-697)
(6 of 7)

Dear Ms. Salas:

Transmitted herewith on behalf of Iridium U.S., L.P. ("Assignor"), and Iridium Carrier Services LLC ("Assignee") are an original and four copies of a Joint Application for Assignment of International Section 214 Authority. A signed FCC Form 159 and a check in the amount of \$815, the required filing fee, are also enclosed.

The instant application is one of seven concurrently-filed applications seeking FCC consent to the assignment of various licenses and authorizations relating to the operation of the IRIDIUM Mobile Satellite Service System ("IRIDIUM System") from various wholly-owned subsidiaries or affiliates of Motorola, Inc. to the wholly-owned subsidiaries of two affiliated companies, Iridium Holdings LLC ("Iridium Holdings") and Iridium Carrier Holdings LLC ("Iridium Carrier").

Ms. Magalie Roman Salas
March 19, 2001
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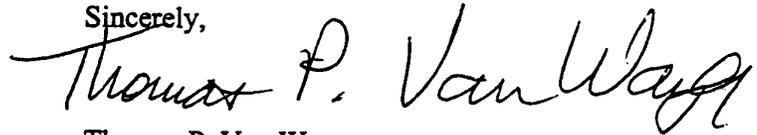
Questions regarding the Assignor's portion of each application should be directed
to:

Philip Malet, Esq.
Steptoe & Johnson
1300 Connecticut Avenue, N.W.
Washington, DC 20036-1795
(202) 429-6205

Questions regarding the Assignee's portion of each application should be
directed to:

Thomas P. Van Wazer, Esq.
Sidley & Austin
1722 Eye Street, N.W.
Washington, DC 20006
(202) 736-8119

Sincerely,



Thomas P. Van Wazer

Enclosures

Iridium Carrier Services is a wholly-owned subsidiary of Iridium Carrier Holdings LLC. Iridium Carrier Holdings and an affiliated company, Iridium Holdings LLC (collectively with their wholly-owned subsidiaries "New Iridium"), have concurrently filed a series of seven applications seeking Commission consent to the assignment of various licenses or authorizations issued for use with the IRIDIUM Mobile Satellite Service System (the "IRIDIUM System" or the "System") from wholly-owned subsidiaries or affiliates of Motorola, Inc. ("Motorola").² These concurrently-filed applications include a request to assign the authorization for 150,000 handsets to be used with the System currently licensed to INA, which is now a wholly-owned Motorola subsidiary, to Iridium Carrier Services on a common carrier basis.³

A. Public Interest Benefits

Iridium Carrier Services is a newly-formed company created to operate as a non-exclusive reseller of wireless voice and data services provided through the IRIDIUM System. New Iridium intends to operate the IRIDIUM System primarily as a carrier's carrier, selling wholesale minutes to service providers around the world. However, New Iridium seeks to acquire INA's international Section 214 authorization as a precaution to ensure that it has the necessary regulatory authority to step in and offer services directly to end users in any market segment not properly served by its service providers. In addition, as discussed more fully below,

² In addition to the instant application, New Iridium has simultaneously sought FCC consent to the assignment of the following IRIDIUM System licenses: (i) the constellation of 66 Low-Earth Orbit Satellites, (ii) two telemetry, tracking and control ("TT&C") earth stations, (iii) a commercial gateway earth station and (iv) a blanket handset license authorizing the use of 200,000 handset transceivers with the System. A separate application seeking consent to the assignment of INA's domestic 214 authorization has also been filed.

³ The Commission recently approved the *pro forma* transfer of control of INA to Wireless SP, Inc., a wholly-owned subsidiary of Motorola. See Public Notice, File Nos. SED-T/C-20001115-02172, Report No. SES-00239, November 29, 2000.

New Iridium seeks international Section 214 authority so that it can offer telephone service directly to the public in underserved regions around the world.

New Iridium's series of applications will finalize the rescue of the IRIDIUM System from a protracted bankruptcy proceeding that spanned nearly two years and featured countless reports of the System's imminent de-orbiting.⁴ Thus, as an initial matter, grant of the application will plainly serve the public interest by enabling the IRIDIUM System to leave the bankruptcy process behind and emerge with a new business plan, including the ability to offer telecommunications services directly to end users, if necessary. The Commission has recognized the inherent public interest value in rescuing a failed or failing licensee from bankruptcy. *See, e.g., LaRose v. FCC*, 494 F.2d 1145, 1148 (D.C. Cir. 1974); *TM Communications, Inc.*, 14 FCC Rcd. 13450, ¶ 6 (1999); *Spectrum Radio, Inc.*, 12 FCC Rcd. 16667 (1997).⁵ New Iridium submits that completing the rescue of the System from bankruptcy and ensuring that the System has the authority to offer services that will allow it to remain out of bankruptcy are sufficient to warrant the grant of the instant application.

In addition, grant of the proposed application will also ensure that New Iridium can provide new telephony service to underserved regions of the U.S. and the rest of the world that have been left behind by more conventional terrestrial wireless or landline communication

⁴ *See In re: Iridium Operating LLC*, Case No. 99-B-45005-cb (Bankr. S.D.N.Y. 2000) (attached hereto as Attachment 1); *see also* "Motorola Pursues Plan to De-Orbit Satellites, Hammering Out Key Details with U.S. Officials," *Satellite News*, Sept. 11, 2000; Hilary Smith, "Castle Harlan Withdraws Offer to Salvage Iridium," *Radio Comm. Report*, Aug. 7, 2000, at p.6; Chris Bullock, "RIP for the Voice-Only Big LEOs," *Telecommunications (International ed.)* June, 2000, at pp. 90-96.

⁵ The Commission recently approved the transfer of control of a bankrupt 2 GHz MSS applicant, noting that "we find that there should be significant competitive and other public interest benefits in authorizing this transaction, including moving idle assets into productive use." *See ICO-Teledesic Global Limited*, DA 01-5, ¶ 10 (Int'l Bur. Jan. 9, 2001).

systems. Working in conjunction with various international development organizations, New Iridium plans to make bulk minutes on the System available for the provision of basic public telephone service to currently unserved or underserved regions in the Third World, with an initial focus on sub-Saharan Africa.⁶ Using the functionality of the IRIDIUM System, New Iridium will work with governments in developing countries to help connect currently unserved portions of the country to the domestic telephone network. The Iridium System provides a more cost-effective way of implementing service in these areas than other terrestrial or satellite-based telephony systems.⁷

New Iridium intends to offer bulk minutes on the System to appropriate service providers to offer this new telephony service. It seeks international Section 214 authority, however, to ensure that it can offer this new service to underserved regions in the Third World countries in the event that appropriate service providers are not available.

The humanitarian and economic benefits of such service cannot be overstated.

While much has been made about the so-called digital divide in this country, an even larger gap

⁶ To date, New Iridium has had favorable preliminary discussions with officials at the World Bank, the Overseas Private Investment Corporation and various agencies of the U.S. Government regarding such efforts. New Iridium believes that these organizations will provide the capital to fund the inexpensive infrastructure needed to provide this service. With the assistance of these international financial assistance agencies and local government officials, New Iridium hopes to make basic, reliable and affordable telecommunications services available to millions of individuals in sub-Saharan Africa and elsewhere.

⁷ This service can be established simply by mounting an Iridium phone in any covered area (such as a post office or an indoor market) and connecting the phone via a cable to a small roof-mounted antenna with a clear line-of-sight to the overhead satellites. Four-channel Iridium multi-exchange units ("MXUs") can then be located at a central office of the existing national telephone network. These MXUs, which serve effectively as mini-gateways, will be used to connect in-country calls over the IRIDIUM System directly to the local landline network, thereby avoiding so-called international tail charges that would otherwise be applicable if the call were connected through a distant gateway. The equipment costs of local call centers are estimated at \$900 per line while the cost of the mini-gateway MXUs are approximately \$2,000 per voice channel.

exists between developed and Third World countries. As former Chairman Kennard has noted, there can be no "Global Information Infrastructure without an African Information Infrastructure."⁸ The advent of access to basic telecommunications services in these countries could be the first step in enhancing the local standard of living and will improve the prospects for continued global economic expansion. This potential service will greatly facilitate the coordination and expansion of economic development assistance and humanitarian efforts in these countries.

For all of these reasons, New Iridium submits that the proposed assignment is decidedly in the public interest and should be granted .

B. Information Required by Section 63.18

INA and Iridium Carrier Services submit the following information in compliance with Section 63.18(e)(3) of the Commission's Rules:

(a) Name and Address of Assignor:

Iridium U.S., L.P.
8440 South River Parkway
Tempe, Arizona 85284

Name and Address of Assignee:

Iridium Carrier Services LLC
44330 Woodridge Parkway
Leesburg, Virginia 20176

(b) INA is a limited partnership organized under the laws of Delaware.

Iridium Carrier Services is a Delaware limited liability company and is a wholly-owned subsidiary of Iridium Holdings.

⁸ Remarks of William F. Kennard, Chairman, Federal Communications Commission at the AFCOM '99 Conference, Arlington, VA (June 2, 1999).

(c) Correspondence concerning this application should be sent to:

For INA:

Iridium U.S., L.P.
8440 South River Parkway
Tempe, Arizona 85284

and

Philip L. Malet
Steptoe and Johnson LLP
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036

For Iridium Carrier Services:

Michael Deutschman
General Counsel and Chief Administrative Officer
Iridium Carrier Services LLC
44330 Woodridge Parkway
Leesburg, Virginia 20176

and

Thomas P. Van Wazer
Sidley & Austin
1722 Eye Street, N.W.
Washington, DC 20006

(d) Iridium Carrier Services is not currently authorized to provide any services pursuant to Section 214 of the Communications Act.

(e) Pursuant to this application, INA seeks authority to assign its international Section 214 authorization to operate as a global, facilities-based and resale carrier to Iridium Carrier Services.

(f) Iridium Carrier Services seeks no other authorizations available under 47 C.F.R. § 63.18(e).

(g) Not applicable.

(h) Iridium Carrier Services, a Delaware limited liability company, is a wholly-owned subsidiary of Iridium Carrier Holdings. Iridium Carrier Holdings is also a Delaware limited liability company. New Iridium currently anticipates that Iridium Carrier Holdings will have an initial fully-diluted capitalization of \$500,000. This capitalization is divided between class A units (700,000 total when fully issued) and class B units (300,000 total when fully issued). A total of 476,001 class A units have been issued to date representing capital contribution commitments totaling \$500,000. Class A units have voting rights described below.

Iridium Carrier Holdings is controlled by the six members that currently own 95 percent of the total equity interests (class A and class B) of Iridium Carrier Holdings. The following table details each member's capital commitment, equity ownership, board representation and voting rights.

Iridium Carrier Holdings -- Class A Members

Member	Capital Commitment	Class A Units	Percentage of Total Equity	Number of Board Members	Number of Board Votes
Syndicated Communications, Inc. ("Syncom I") & Syncom-Iridium Holdings Corp. ("Syncom-Iridium")	\$151,436	144,167	26.925%	1	1
Baralonco, N.V.	\$136,554	130,000	24.279%	1	1
Bareena Holdings Pty, Ltd.	\$151,436	144,167	26.925%	1	1
Millport Associates, S.A.	\$50,478	48,055	8.975%	1	1
Dan A. Colussy	\$5,048	4,806	0.898%	1	1
Tyrone Brown	\$5,048	4,806	0.898%	0	0

Under the Iridium Carrier Holdings LLC Limited Liability Company Agreement, no class A investor will have *de jure* or *de facto* control. The following class A unit holders are each entitled to appoint one director to the Iridium Carrier Board: the Syncom entities -- Syncom I and Syncom-Iridium (collectively "Syncom") -- Baralonco, Millport, and Bareena. Each Director will be entitled to one vote on the Iridium Carrier Holdings Board. Pursuant to the Iridium Carrier Holdings LLC Agreement, Mr. Dan A. Colussy, a United States citizen, has been appointed to serve as Chairman of the Board of Directors and will have one vote.

The Syncom entities have appointed Mr. Herbert P. Wilkens, a U.S. citizen, as their director to the Iridium Carrier Holdings Board. Baralonco has appointed Mr. Steven B. Pfeiffer, a U.S. citizen, as its director. Millport has appointed Atilano de Ohms Sobrinho, a Brazilian citizen, as its director. Finally, Bareena has appointed Mr. Michael Boyd, an Australian citizen, as its director to the Iridium Carrier Holdings Board.

As noted above, Iridium Carrier Holdings also has class B non-voting interests. Class B units will be used as corporate incentives or in exchange for in-kind contributions. Class B units are non-voting. A total of 59,445 class B units have been issued to date. These interests are summarized below:

Iridium Carrier Holdings -- Class B Members

Member	Capital Commitment	Class B Units	Percentage of Total Equity	Number of Board Members	Number of Board Votes
Creditors of Iridium LLC	\$1	26,772	5.00%	0	0
Dan A. Colussy	\$1	26,772	5.00%	0	0
Tyrone Brown	\$1	5,901	1.102%	0	0

Contingent Future Interest

As part of the purchase approved by the Bankruptcy Court, the creditors of Iridium LLC received an \$18.5 million note that is convertible into class A units of Iridium Holdings at any time up to June 30, 2002. If such option is exercised, Iridium LLC's creditors will simultaneously receive class A interests in Iridium Carrier Holdings equal to the percentage of ownership they obtain in Iridium Holdings. In addition, Baralonco also holds an option to purchase additional class A units in Iridium Carrier Holdings so that its percentage ownership is equal to its percentage ownership interest in Iridium Holdings. However, Baralonco's option may not be exercised unless and until it receives all necessary prior approvals from the FCC.

Included as Attachment 2 is a description of Iridium Carrier Services' 10 percent or greater direct and indirect shareholders. Iridium Carrier Services has no interlocking directorates with any foreign carriers.

(i) Iridium Carrier Services certifies that it is not affiliated with any foreign carriers.

(j) Iridium Carrier Services does not seek to provide facilities-based or resale service to any country in which (i) Iridium Carrier Services is a foreign carrier; (ii) Iridium Carrier Services controls a foreign carrier; (iii) any entity that owns more than 25 percent of Iridium Carrier Services, or controls Iridium Carrier Services, controls a foreign carrier; or (iv) two or more foreign carriers (or parties that control foreign carriers) own, in the aggregate, more than 25 percent of Iridium Carrier Services and are parties to, or the beneficiaries of, a contractual relation affecting the provision or marketing of international basic telecommunications services.

(k) Not applicable.

(l) Not applicable.

(m) Not applicable.

(n) Iridium Carrier Services certifies that it has not agreed and will not agree in the future to accept any direct or indirect special concessions from any foreign carrier or administration with respect to traffic or revenue flows between the United States and any foreign country which it serves.

(o) Iridium Carrier Services certifies that no party to this application has been denied federal benefits under Section 5301 of the Anti-Drug Abuse Act of 1998.

(p) This Application qualifies for streamlined processing pursuant to 63.12 of the Commission's rules. 47 C.F.R. § 63.12. Iridium Carrier Services certifies that it is not affiliated with any foreign carrier and is qualified for non-dominant status on all international routes. 47 C.F.R. § 63.10(a)(1).

Conclusion

For the reasons stated above, Carrier Services respectfully requests that the Commission grant this application.

Respectfully Submitted,

IRIDIUM CARRIER SERVICES LLC

Date: 3/08/01



Dan A. Colussy
CEO and Chairman
44330 Woodridge Parkway
Leesburg, VA 20176
703-724-8000

and

IRIDIUM U.S., L.P.

Date:

Steve Earhart
President
8440 South River Parkway
Tempe, AZ 85248
480-752-1100

Conclusion

For the reasons stated above, Carrier Services respectfully requests that the Commission grant this application.

Respectfully Submitted,

IRIDIUM CARRIER SERVICES LLC

Date:

Dan A. Colussy
CEO and Chairman
44330 Woodridge Parkway
Leesburg, VA 20176
703-724-8000

and

IRIDIUM U.S., L.P.



Steve Earhart
President
8440 South River Parkway
Tempe, AZ 85248
480-752-1100

Date: 3/6/01

ATTACHMENT 1

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)
IRIDIUM OPERATING LLC,)
IRIDIUM LLC,)
IRIDIUM CAPITAL CORP.,)
IRIDIUM IP LLC,)
IRIDIUM ROAMING LLC,)
IRIDIUM (POTOMAC) LLC,)
IRIDIUM PROMOTIONS, INC.,)
Debtors.)

Chapter 11 Case No. 99-B-45005-cb
(Jointly Administered)

**ORDER PURSUANT TO SECTIONS 105(a), 363(b), (f), (m), 365(a), (b), (f)
and (k) AND 1146(c) OF THE BANKRUPTCY CODE (I) APPROVING
THE ASSET PURCHASE AGREEMENT AND AUTHORIZING THE
SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE DEBTORS
OUTSIDE THE ORDINARY COURSE OF BUSINESS,
(II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF
ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS,
(III) DETERMINING THAT SUCH SALE IS EXEMPT FROM ANY
STAMP, TRANSFER, RECORDING OR SIMILAR TAX, (IV)
AUTHORIZING THE ASSUMPTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND THE REJECTION OF
CERTAIN OTHER EXECUTORY CONTRACTS AND
(V) GRANTING RELATED RELIEF**

Upon the Motion (the "Motion") dated October 26, 2000 of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), debtors and debtors-in-possession herein, pursuant to sections 105, 363(b), (f), and (m), and 365(a), (f) and (k) of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and Rules 2002(a), 6004(a), (b), (c), (f) and (g), 6006(a) and (c), 9006(c) and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an Order (i) approving the Asset Purchase Agreement, dated October 26, 2000 (the "Agreement"), by and among Iridium Satellite LLC ("Purchaser") and the Debtors, and authorizing the sale of substantially all of the assets of the Debtors (the "Iridium Assets") outside the ordinary course of business (the "Asset Sale"),

(ii) authorizing the Asset Sale free and clear of all liens, claims, encumbrances and interests, (iii) determining that the Asset Sale is exempt from any stamp, transfer, recording or similar tax, (iv) authorizing the assumption of certain executory contracts and unexpired leases and the rejection of certain other executory contracts, and (v) granting related relief; and upon the hearing held before this Court on November 15, 2000 (the "Hearing"); and upon the evidence presented at the Hearing including the proffered testimony of David Gibson offered to the Court without objection; and the appearances of all interested parties and all responses and objections to the Motion having been fully noted; and each of the objections having been resolved or overruled in the record of the Hearing;

IT IS HEREBY FOUND AND DETERMINED THAT:

1. The Court has jurisdiction to hear and determine the propriety of entering this Order pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this proceeding in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Determination of the Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). The statutory predicates for the relief requested herein are Sections 105, 363, 365 and 1146 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

3. As evidenced by the affidavits of service previously filed with the Court: (1) proper, timely, adequate and sufficient notice of the Motion, the Hearing held on such Motion and the Asset Sale has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014; (2) such notice was made to all parties entitled thereto, including (i) all creditors who have asserted or could assert Liens and Claims (as defined below), and (ii) those entities known to have expressed interest in

purchasing the assets of the Debtors, and was good, sufficient and appropriate under the particular circumstances; and (3) no other or further notice of the Motion, this Hearing or the Asset Sale shall be required.

4. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including: (i) the United States Trustee; (ii) the Official Committee of Unsecured Creditors (the "Committee") appointed in these cases; (iii) all entities known to the Debtors to have expressed an interest in an acquisition transaction regarding the Iridium Assets during the preceding three (3) months; (iv) all entities known to have, or to have asserted, any lien, claim, encumbrance, option, right of first refusal, or other property interest in or upon any of the Iridium Assets that are to be sold pursuant to the Agreement; (v) counsel to The Chase Manhattan Bank ("Chase"), as agent for Debtors' pre-petition lenders (the "Pre-Petition Lenders"); (vi) all entities that had filed a notice of appearance and request for service of papers in these cases; and (vii) all parties to the Iridium Contracts that constitute Assigned Contracts.

5. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

6. (a) The Debtors have full power and authority to execute the Agreement and all other documents contemplated thereby and by the Asset Sale are duly and validly authorized by all necessary company action of the Debtors, (b) the Debtors have all the power and authority necessary to consummate the transactions contemplated by the Agreement, and (c) no consents or approvals, other than those expressly provided for in the Agreement are deemed to be required for the Debtors to consummate such transactions.

7. The Agreement is neither a sub rosa chapter 11 plan for which approval has been sought without the protections a disclosure statement would afford, nor a violation of creditors' and equity security interest holders' voting rights. The Agreement does not violate section 1125 of the Bankruptcy Code and is not tantamount to a plan of reorganization which would be subject to the voting provisions of section 1126 of the Bankruptcy Code.

8. Without an expeditious sale of the Iridium Assets, there will be a substantial diminution in the value of the Iridium Assets to the detriment of all creditors and parties in interest.

9. The offer of Purchaser to purchase the Iridium Assets is the highest and best offer received by the Debtors after several separate periods during which third parties have had ample opportunity to seek information and enter into discussions or negotiations with the Debtors concerning a sale of the Iridium Assets (both before and after commencement of these proceedings), the purchase price set forth in the Agreement (if applicable, as modified on the record of the Hearing) is fair and reasonable and in the best interest of the Debtors, their creditors and estates, and the purchase price constitutes full and adequate consideration and reasonably equivalent value for the Iridium Assets. The sale and auction conducted by the Debtors was non-collusive, fair and reasonable and conducted in good faith.

10. The Debtors provided to the parties that appeared at the Hearing and sought to bid adequate notice of the proposed bidding procedures and auction to be conducted on November 15, 2000. The bidding procedures proposed by the Debtors for the auction were fair and reasonable and in the best interest of the Debtors and their estates in that they were necessary to ensure that only parties with proof of financial ability participated in the process. None of the parties (other than Purchaser) that appeared at the Hearing and sought to bid – namely, Venture

Partners, CMC International, Silver, Inc. and Global Development Concepts Power Corporation (the "Other Bidders") – objected to the bidding procedures by the November 10, 2000 deadline for objections to the Motion. Because none of the Other Bidders either provided a certified check or a letter of credit for a good faith deposit, as required by the bidding procedures, none of these parties were qualified to bid at the Hearing.

11. Purchaser is a purchaser in good faith with respect to the Iridium Assets, as that term is used in section 363(m) of the Bankruptcy Code, and Purchaser will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in closing the transaction contemplated by the Agreement at any time on or after the entry of this Order. The Agreement was negotiated and proposed, and has been entered into by the parties, in good faith, from arm's-length bargaining positions and without collusion, and Purchaser is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Iridium Assets. The sale of the Iridium Assets (including the Iridium Contracts constituting the Assigned Agreements) to Purchaser is a sale in good faith within the meaning of section 363(m) of the Bankruptcy Code.

12. The Debtors have advanced sound business reasons for executing, delivering and performing the Agreement and to sell the Iridium Assets as set forth in the Motion and as demonstrated at the Hearing, and it is a reasonable exercise of the Debtors' business judgment to execute, deliver and consummate the Agreement with Purchaser and to perform its obligations thereunder. Such business judgment includes, but is not limited to, the fact that: (i) there is a grave risk of immediate and irreparable deterioration in the value of the Iridium Assets if the sale is not consummated quickly; (ii) the Agreement constitutes the highest and best bid for the Iridium Assets; and (iii) the consummation of the Agreement presents the best opportunity to realize the value of the Iridium Assets and avoid further decline and devaluation thereof. After

consideration of the circumstances described in the Motion, the Court has determined that the Agreement presents the best opportunity for the Debtors' estates to realize the highest distribution possible to creditors and will provide a greater recovery for its creditors than would be provided by any other practical alternative available.

13. The Debtors may sell the Iridium Assets free and clear of all Liens and Claims (as defined below) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. All (i) holders of Liens and Claims (as defined below) and (ii) non-debtor parties to the Contracts, in each case who did not object or who withdrew their objections to the Asset Sale or the Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

14. The terms and conditions of the Agreement, including the total consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable and the transactions contemplated by the Agreement are in the best interest of the Debtors, their creditors and their estates.

15. As part of the transactions contemplated by the Agreement, a wholly-owned subsidiary of the Purchaser (the "Purchaser Subsidiary") and The Boeing Company ("Boeing") intend to enter, or have entered, into an agreement (the "Boeing Agreement") providing for, among other things, the operation and maintenance of particular Iridium Assets (the "Iridium Communications System"). The Fourth Stipulation and Order Regarding Limited Use of Cash Collateral by Debtors and Granting Adequate Protection, entered by this Court on March 6, 2000, authorizes Motorola, Inc. ("Motorola"), to de-orbit and provide for re-entry and disposal of the Debtors' space-based communications vehicles, which are part of the Iridium Communications System, and to cease all related land-based support operations (collectively, the

"De-Orbiting Rights"). As a condition to Boeing's entry into the Boeing Agreement, and without limiting any rights Boeing may otherwise have, Purchaser and the Purchaser Subsidiary acknowledge and agree among other things that (a) the Iridium Assets are being sold to Purchaser subject to the De-Orbiting Rights, which shall be transferred to and vest in Boeing (subject to the terms and conditions of the Boeing Agreement), and (b) if the Purchaser Subsidiary becomes a debtor in a case under the Bankruptcy Code or other bankruptcy or insolvency law, and fails to pay on a current basis, in cash or otherwise, any amounts payable to Boeing under the Boeing Agreement, Boeing shall be entitled to obtain immediate relief from the automatic stay or other stay to exercise the De-Orbiting Rights and its similar rights under the Boeing Agreement. The De-Orbiting Rights transferred to and vested in Boeing in accordance with the provisions of this paragraph 14 shall terminate upon the payment to Boeing of all amounts due, or other performance by the Purchaser Subsidiary, required by Articles 9.1 and 9.2 of the Boeing Agreement. Notwithstanding the foregoing provisions of this paragraph 14, it is understood and agreed that the transfer of any such rights by Motorola to Boeing shall not give rise to any claim by Boeing or any other party, and there shall be no claim by Boeing or any other party, against the Debtors, their estates, Chase, the Pre-Petition Lenders or any other creditor of the Debtors' estates with respect to the de-orbiting of Iridium Assets or otherwise. The preceding sentence does not limit or modify any of Boeing's rights under, or in relation to, the Boeing Agreement.

16. The transactions contemplated by the Agreement are properly authorized under sections 105, 363, 365 and 1146 of the Bankruptcy Code.

Accordingly, this ____ day of November, 2000 by the United States Bankruptcy Court for the Southern District of New York,

IT IS HEREBY ORDERED, THAT

A. The findings set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

B. The Agreement, a copy of which was attached hereto as Exhibit 1, is approved in all respects and the Asset Sale is hereby authorized under sections 105, 363 and 365 of the Bankruptcy Code.

C. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are hereby authorized and empowered to fully assume, perform under, consummate and implement the Agreement, together with all additional instruments and documents that may be reasonably necessary to implement the Agreement, and to take all further actions as may reasonably be requested by Purchaser for the purposes of transferring, granting, conveying and conferring to Purchaser, or reducing to possession, any and all of the Iridium Assets, or as may be necessary or appropriate to the performance of the obligations contemplated by the Agreement; provided, however, that all of the Debtors' books, records and other documents ("Documents"), including without limitation those Documents maintained by the Debtors at the warehouse facility of Records Management, Inc., 7726 Southern Drive, Springfield, Virginia, shall remain in the possession of the Debtors, subject to the agreement in writing of Purchaser, the Committee, Chase, Motorola and the Debtors or upon further order of this Court. The Committee, Chase and Motorola shall (subject to claims of privilege) have reasonable access to, and be permitted to make copies of the Documents. Purchaser shall, if it so requests, be provided

with copies of the Documents to the extent such Documents constitute, or refer to, the Iridium Assets.

D. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Iridium Assets being sold to Purchaser shall be sold and transferred to Purchaser and, upon the Closing under the Agreement, shall be free and clear of (i) all interests, mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, claims, inchoate liens, judgments, encumbrances or charges of any kind or nature, (collectively, the "Liens"), and (ii) all claims (as defined in section 101(5) of the Bankruptcy Code), whether arising prior to or subsequent to the date of the petition, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "Claims"), and all such Liens and Claims shall attach to the proceeds of the sale of the Iridium Assets in the order of their priority, and with the same validity, force and effect which they now have as against the Iridium Assets. Notwithstanding the preceding sentence, the Iridium Assets shall be sold and transferred to Purchaser subject to the De-Orbiting Rights, which shall be transferred to and vest in Boeing (subject to the terms and conditions of the Boeing Agreement and paragraph 14 of this Order).

E. The Debtors are authorized to execute and deliver such documents, take or perform such acts, and do such other things, as may reasonably be necessary to effectuate the provisions of the Agreement, all transactions related thereto and this Order.

F. On and after the date hereof, the Debtors and Purchaser shall have the right to modify the exhibits to the Agreement to (w) clarify any provision, (x) correct any defect or omission, (y) subject to compliance with whatever approval requirements are set forth in the Agreement, extend any deadline set forth in the Agreement, or (z) otherwise accurately reflect

the transaction being approved hereby, in each case with the consent of the Committee and Chase, as agent for the Pre-Petition Lenders.

G. Except as provided in the Agreement, Purchaser is not assuming, nor shall it in any way whatsoever be liable or responsible for, as a successor or otherwise, any liabilities, debts or obligations of the Debtors or any liabilities, debts or obligations in any way whatsoever relating to or arising from the Iridium Assets or the Debtors' operations or use of the Iridium Assets, including, without limitation, the assumed contracts prior to consummation of the transactions contemplated by the Agreement, or any liabilities calculated by reference to the Debtors or the Iridium Assets or operations, or relating to continuing conditions existing on or prior to consummation of the transactions contemplated by the Agreement, which liabilities, debts and obligations are hereby extinguished to the extent that they give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts or obligations has delivered to Purchaser a release thereof. Without limiting the generality of the foregoing, except as provided in the Agreement, upon Closing, Purchaser shall not be liable or responsible, as a successor or otherwise, for the Debtors' liabilities, debts or obligations, whether calculable by reference to the Debtors or their operations, or under or in connection with (i) any employment or labor agreements, (ii) any retirement, welfare, compensation or other employee benefit plans, agreements, practices and programs, including without limitation, any retirement plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, termination of employment, labor agreements or other employee plans, agreements, practices and programs, obligations which might otherwise arise or pursuant to Equal Employment Opportunity Act, Employee Retirement Income Security Act of 1974, as amended, Fair Labor Standards Act, Title VII of Civil Rights Act of 1964, the Age Discrimination and Employment

Act of 1967, Federal Rehabilitation Act of 1973, National Labor Relations Act, Consolidated Omnibus Budget Reconciliation Act of 1985, or the WARN Act, any federal or state laws relating to sexual harassment, (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to closing (including without limitation the presence of hazardous, toxic, polluting, or contaminating substances or wastes) which may be asserted on any basis, including, without limitation under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601 et seq., (vi) any bulk sales or similar law, (vii) any tax statutes or ordinances including, without limitation, the Internal Revenue Code of 1986, as amended, and (viii) any products liability or similar claims whether pursuant to any state or any federal laws or otherwise.

H. The recitation, in the immediately preceding paragraph of this Order, of specific agreements, plans or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts or obligations referred to therein.

I. Except as provided in the Agreement, following the Closing, no person or entity, including without limitation, any federal, state or local governmental agency, department or instrumentality shall – solely on account of the sale of the Iridium Assets – assert against Purchaser, or its successors in interest, any liability, debt or obligation relating to or arising from the Iridium Assets or the Debtors' operations or use of such assets prior to Closing, including without limitation, the rejected contracts or any liabilities calculable by reference to the Debtors or the Iridium Assets or operations.

J. In the event the Purchaser elects to consummate the transactions contemplated in the Agreement while an appeal of this Order is pending, the parties shall be entitled to rely upon the protection of section 363(m) of the Bankruptcy Code.

K. This Order shall be binding upon, and shall inure to the benefit of, the Debtors, Purchaser and the Purchaser Subsidiary.

L. Upon the Closing Date, each of the Debtors' creditors holding Liens is authorized and directed to execute such documents and take all other action as may be necessary to release its Liens upon the Iridium Assets, as may have been recorded or may otherwise exist. Upon the Closing Date, all rights and obligations of the named insured (except for the obligation to pay premiums) under Satellite In-Orbit Liability Insurance Policy No. AG992039 (the "Policy") issued to Iridium LLC, effective from May 25, 1999, for a period of thirty-six (36) months, shall be transferred to Purchaser (or any designated affiliate or subsidiary of Purchaser which Purchaser may identify on or before the Closing Date), including, without limitation, the right to make claims against the insurer for bodily injury and/or property damage arising out of the operation and maintenance of any portion of the Iridium Assets; and Purchaser shall have the right, without interference from any other insured or additional insured under the Policy, to seek modifications to the Policy, to cancel the Policy, and/or to exercise any other rights of the named insured under the Policy.

M. From and after the Closing Date, the Debtors' creditors, and other parties in interest and each of them, shall not take or cause to be taken any action which would interfere with the transfer of the Iridium Assets to Purchaser in accordance with the terms of this Order.

N. This Order is and shall be binding upon and govern the acts of all entities and persons, including without limitation, all filing agents, filing officers, title agents, title

companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Iridium Assets.

O. The provisions of this Order shall be self-executing and each and every federal, state or local agency, department or governmental authority shall be, and it hereby is, directed to accept this Order as authorizing the Debtors to consummate the sale of the Iridium Assets authorized and approved hereby, and no other or further approval, consent, license, recordkeeping, notice and the like of such federal, state or local agency is required to effectuate, consummate, and implement the sale of the Iridium Assets authorized and approved hereby. Each and every federal, state and local governmental agency or department is hereby directed to accept, file, and record any and all documents and instruments, necessary and appropriate to consummate the sale of the Iridium Assets authorized and approved hereby.

P. If any person or entity that has filed financing statements or other documents or agreements evidencing liens in the Iridium Assets shall not have delivered to the Debtors (or to such persons as the Debtors shall direct) prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens or other interest which the person or entity has with respect to the Iridium Assets, the Debtors are hereby authorized to execute such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Iridium Assets and deliver the same to Purchaser at the Closing.

Q. Except as otherwise expressly provided in the Agreement or related documents, Purchaser does not, pursuant to the Agreement or related instruments or otherwise, assume, agree to perform, pay, discharge or indemnify the Debtors against or otherwise have any responsibility for, any liabilities or obligations of the Debtors, fixed, contingent or otherwise, known or unknown, relating to or arising out of the Iridium Assets prior to the Closing Date.

R. In furtherance of the transactions contemplated by the Agreement, with respect to the Terrestrial Network Development Contract and the Space System Contract, such agreements are, to the extent executory under the Bankruptcy Code, rejected hereby and neither Motorola nor any of its officers, directors, employees, subsidiaries, agents, representatives or affiliates (collectively, the "Motorola Affiliates") will be obligated (subject to paragraph S of this Order) to perform any services, provide any goods or fulfill any commitments to perform any services under any agreement between Motorola or any of the Motorola Affiliates, on the one hand, and the Debtors, on the other hand, on and after the Closing Date. Nothing in this paragraph shall operate to terminate the rights or obligations, if any, or to waive, release, impair or discharge any claim, of Motorola or any Motorola Affiliate, the Debtors, Chase, the Pre-Petition Lenders or any other person under or related to (i) the Limited Liability Company Agreement of Iridium LLC dated as of July 29, 1996, as amended, (ii) any agreements executed by Motorola or any Motorola Affiliate in connection with the Senior Secured Credit Facility (as defined in the Agreement) including, without limitation, the Motorola Consent dated as of December 23, 1998, and the Second Amended and Restated Memorandum of Understanding dated as of December 23, 1998, or (iii) the Senior Guaranteed Credit Agreement dated as of December 23, 1998, and any agreements executed by Motorola or any Motorola Affiliate in connection therewith, including but not limited to the Motorola Guarantee dated as of December

23, 1998 (the "Preserved Claims"); provided, however, that none of the obligations of Motorola and the Motorola Affiliates under the agreements referenced in the preceding clauses (i), (ii) and (iii), or under any agreements to which Motorola, Motorola Affiliates and any of the Debtors are parties, shall be deemed or construed to prevent, or to be violated by, the taking of any action required to be taken by Motorola in connection with the consummation of the transactions contemplated by the Agreement and this Order. Nothing in this Order or the Agreement shall be deemed to make the foregoing contracts executory nor be interpreted as an admission that the foregoing contracts are executory.

S. Notwithstanding anything in the Agreement or in this Order to the contrary, nothing contained in the Agreement or in this Order or in the transactions contemplated thereby and hereby shall affect or impair any causes of action or claims of the Debtors, the Debtors' estates, Chase, the Pre-Petition Lenders, the Committee, or any other creditors and/or equity holders of the Debtors against Motorola or any Motorola Affiliate, including, without limitation, any preference claims, fraudulent conveyance claims, claims concerning unauthorized post-petition transfers or other transfers avoidable under chapter 5 of the Bankruptcy Code, securities claims, claims arising under or relating to the Space Systems Contract, the Terrestrial Network Development Contract, the Engineering Assistance Agreement, the Dynamic Channel Management Contract and Support Agreement or any other contract between the Debtors and Motorola or any Motorola Affiliate, any claims that the Committee has, or may have, standing to assert against Motorola or any Motorola Affiliate on behalf of the Debtors or their estates, and claims or potential claims that Chase, the Pre-Petition Lenders or any Potential Iridium Claimants (as defined in the Agreement) may assert individually or collectively against Motorola or any Motorola Affiliate, or shall affect or impair any causes of action or claims of Motorola or

any Motorola Affiliate against any of the Debtors, their estates, Chase, the Pre-Petition Lenders, the Committee, or any other creditors and/or equity holders of the Debtors. Nothing in this Order shall operate to relieve Motorola or any other person from any liabilities incurred or as a consequence of any breach occurring prior to the date hereof.

T. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Agreement attached to this Order be authorized and approved.

U. Pursuant to section 363(m) of the Bankruptcy Code, if (a) any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, and (b) this Order has not been stayed pending appeal, then such reversal, modification, or vacatur shall not affect the validity and enforceability of any obligation or right granted pursuant to the terms of this Order, and notwithstanding any reversal, modification, or vacatur of this Order, any actions taken by either Purchaser or the Debtors pursuant to the terms of this Order prior to the effective date of any such reversal, modification, or vacatur shall be governed in all respects by the original provisions of this Order and the Agreement, as the case may be.

V. The Asset Sale approved by this Order is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

W. This Order is final and appealable. The ten-day stay provided under Bankruptcy Rules 6004(g) and 6006(d) shall not apply to this Order, which shall be effective and enforceable immediately upon entry.

X. The Court retains sole and exclusive jurisdiction to resolve any and all matters or disputes arising under or related to the Agreement, the sale of the Iridium Assets, this Order or the implementation of this Order, including but not limited to:

(i) enforcing and implementing the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, in each of the agreements executed in connection therewith;

(ii) compelling delivery of the Iridium Assets to Purchaser;

(iii) compelling delivery of the Purchase Price, subject to adjustments as provided for under the Agreement; and

(iv) interpreting, implementing, and enforcing the provisions of this Order.

Y. Nothing contained in any plan confirmed in this case or the order of confirmation confirming any such plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

Z. Contingent on the confirmation of a plan under the Bankruptcy Code, the transfer of the Iridium Assets to Purchaser shall not be subject to taxation under any state or local law imposing a stamp, transfer or similar tax in accordance with section 1146(c) of the Bankruptcy Code.

AA. Upon the consummation of the transfer of the Iridium Assets to Purchaser, the Debtors, their directors and officers, successors and assigns (other than Purchaser), the Debtors' estates, Chase, the Pre-Petition Lenders and the Committee (collectively, the "Exculpated Parties") will be relieved of, and held harmless from, any liability for any claims,

damages, losses, charges, fines, or suits arising from and after the date of such consummation and relating in any way to the Iridium Assets (including, without limitation, the post-Closing operation, maintenance, control or deorbiting of the satellites); provided, however, that this Paragraph "AA" shall not be construed to, nor shall it, relieve any of the Exculpated Parties from monetary liabilities, if any, arising from any claim that existed as of or prior to the date of the Closing and that relates in any way to the Iridium Assets, or for any liabilities related to (x) the Preserved Claims, if any, that existed prior to or as of the date of this Order or (y) the actions, if any, taken by the Exculpated Parties following the Closing Date other than in their capacities as officers, directors or creditors of the Debtors. .

Dated: New York, New York
 November __, 2000

United States Bankruptcy Judge

ATTACHMENT 2

Iridium Carrier Holdings
Description of Ten Percent or Greater Investors

Syncom I is a privately held U.S. corporation. Syncom-Iridium Holdings Corp. is a U.S. corporation wholly-owned by Syndicated Communications Venture Partners IV, L.P. (Syncom IV). Syncom IV is a privately held U.S. limited partnership. Syncom I and Syncom IV's principal offices are located at 8401 Colesville Road #300, Silver Spring, Maryland 20910. Syncom I is owned by four U.S. citizens: Herbert P. Wilkins Sr. – 75 percent; Terry L. Jones – 13.6 percent; Duane C. McKnight – 5.7 percent; and Jesse Robinson – 5.7 percent. Mr. Wilkins also serves as Syncom I's chairman. Syncom IV is owned by its General Partner, WJM Partners IV, LLC, and by 9 limited, non-voting partners. The members of WJM, all U.S. citizens, are: Mr. Wilkins (46%), Mr. Jones (34%), and Mr. McKnight (20%). Mr. Wilkins serves as Syncom IV's managing member. Syncom I and Syncom IV primarily invest in media, communications-related companies in early or mid-stages of development, including companies with significant minority ownership or involvement.

As detailed in the following paragraphs, Iridium Carrier Holdings has several - foreign entities holding ten percent or greater interests. None of the entities identified below is the representative of a foreign government. *See* 47 U.S.C. § 310(b).

Baralonco is a privately held Netherlands Antilles Corporation with principal offices located at Kaya W.F.G. (Iombi) Mensing, 36 P.O. Box 3141, Curacao, Netherlands Antilles. Baralonco is an investment holding company which currently holds investments only in

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publicly traded United States securities. Baralonco is owned and controlled by Khalid bin Abdullah bin Abdulrahman, an individual who is a resident and a subject of the Kingdom of Saudi Arabia. The directors of Baralonco are Thomas Alabakis, an Australian citizen, Steven B. Pfeiffer, a U.S. citizen, and AMACO (Curacao) N.V., an Antillean management company.

Millport, a wholly-owned subsidiary of Inepar Administração de Bens Serviços e Participações, S.A. ("Inepar, S.A."), is a Panamanian corporation principally located at Edificio Arango-Orillac, -2° piso, Calle 54 Este Panama, Republica de Panama. Millport was created in 1997 solely as a vehicle to invest in the former Iridium companies. Inepar, S.A. is the holding company of the Inepar Group. Inepar, S.A. is a privately held Brazilian corporation located at Av. Joao Gualberto 570, Alto da Gloria, Curitiba-PR, Brazil 80030-00 and is controlled by three Brazilian citizens: Atilano de Oms Sobrinho, Jauneval de Oms and Mario Celso Petraglia, who collectively own 74 percent of the company.

The Inepar Group's principal business activities are in the areas of services and equipment for infrastructure, energy and telecommunications. Inepar participates in several energy projects, such as concessions and operations of generation plants, transmission lines, distribution and energy commercialization. The telecommunications segment of its business presently focuses on: satellite communication, paging and access to and content for the internet. Through subsidiaries, the Inepar Group owned controlling interests in TELEMAR, an incumbent local exchange carrier operating in 16 Brazilian states, and Global Telecom, a B-band cellular operator in two Brazilian states. The Inepar Group recently sold its controlling interests in both

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companies but has been required to retain a five percent ownership interest in both companies through the end of 2002 by ANATEL, the Brazilian telecommunications regulatory agency.

Bareena is a privately held Australian company principally located at 12 Alfred Street, Kew, Victoria 3101, Australia. Bareena is wholly-owned by Mr. Michael Boyd, an Australian citizen. Mr. Boyd will also serve as a director of Iridium Holdings. Bareena is a special purpose company newly created to invest in Iridium Holdings. Bareena ultimately plans to merge with Quadrant Australia Limited ("Quadrant"), a company traded publicly on the Australian stock exchange. Michael Boyd would retain overall control of the merged company and would own a majority of Quadrant's stock. Prior to its planned merger with Bareena, Quadrant mainly engaged in gold exploration throughout Western Australia, but no longer actively engages in such operations. Bareena plans to complete the merger within the next few months.