

ing any rights accruing to any person hereunder; and subject to the following conditions:

(1) That the location of the cable within the territorial waters of the United States of America, its territories, and possessions, and upon the foreshore thereof, shall be in conformity with plans approved by the Secretary of the Army, and the cable shall be moved or shifted by the Licensees at their expense upon the request of the Secretary of the Army whenever he considers such course necessary in the public interest, for reasons of national defense, or for the maintenance or improvement of harbors for navigational purposes;

(2) That the Licensees shall at all times comply with any requirements of appropriate United States Government authorities regarding the location and concealment of the cable buildings and apparatus with a view to protecting and safeguarding the cable from injury or destruction by enemies of the United States of America;

(3) That ample repair service shall be maintained, as may be required by the Federal Communications Commission;

(4) That the Licensees or any person or company controlling them or controlled by them does not enjoy and shall not acquire any right for the purpose of handling traffic to or from the United States, its territories or possessions, to land, connect, or operate cables or landlines, to construct or operate radio stations, or to interchange traffic, which is denied to any other United States company by reason of any concession, contract, understanding, or working arrangement to which the Licensees or any person or company controlling them or controlled by them is a party;

(5) That the operation of facilities herein authorized shall be limited to the provision of such communication service or services as may be authorized by the Federal Communications Commission for these facilities upon proper application therefor;

(6) That the Government of the United States of America shall be entitled to the same or similar privileges with respect to its official Government messages to be transmitted over the cable as may by law, regulation, agreement or otherwise be granted by the Licensees to any other Government;

(7) That neither this license, the rights herein granted, nor the cables herein authorized shall be transferred, assigned, or in any manner either voluntarily or involuntarily disposed of or disposed of indirectly by transfer of control of the Licensees to any person, unless the Federal Communications Commission shall give prior consent in writing;

(8) That this license is revocable after due notice and opportunity for hearing by the Federal Communications Commission in the event of breach or non-fulfillment of any of the conditions set forth herein, or for the reasons specified in section 2 of the above-cited act entitled, "An act relating to the landing and operation of submarine cables in the United States";

(9) That this license shall expire on March 31, 1995, unless renewed or extended upon proper application duly filed no less than 6 months prior to the expiration date and that upon expiration thereof all rights granted herein shall terminate;

(10) That this license may be transferred upon due notice by the Commission to implement any merger of overseas carriers which the Commission may authorize in the future pursuant to enabling legislation which may be enacted for such purposes;

(11) The terms and conditions upon which this license is given shall be accepted by a duly authorized officer of each Licensee, and evidence, of said acceptance shall be filed with the Federal Communications Commission, Washington, D.C.

FEDERAL COMMUNICATIONS COMMISSION.
BEN F. WAPLE, *Secretary*.