

to as "Hawtel"), a corporation duly organized under the laws of the Kingdom of Hawaii and existing under the laws of the State of Hawaii; ITT World Communications Inc. (also herein referred to as "ITT Worldcom"), a corporation duly organized and existing under the laws of the State of Delaware; RCA Communications, Inc. (also herein referred to as "RCA"), a corporation duly organized and existing under the laws of the State of Delaware; and Western Union International, Inc. (also herein referred to as "WUI"), a corporation duly organized and existing under the laws of the State of Delaware.

Witnesseth that:

Whereas DCA and the assignor have heretofore entered into the general contract DCA 20066C148, which constitutes a basic agreement for communications facilities and services; and

Whereas pursuant to the provisions of such general contract, DCA has issued and the assignor has accepted Communications Service Authorization No. CMSA-CN6ND-60000 and CMSA-OC-CNGND-60000-01 and subsequent detailed CSA's (collectively referred to as the "CSA"), under which the assignor agreed to provide certain communications services and effect a transfer thereof in the Pacific Ocean area; and

Whereas the assignor has entered into contracts with certain foreign communications authorities for the purpose of providing such communications services; and

Whereas, pursuant to an order of the Federal Communications Commission (hereinafter referred to as "FCC") and in accordance with the provisions of the aforementioned CSA, DCA requested the assignor to assign to the assignees all its rights under the aforementioned CSA and contracts with foreign communications authorities, provided the assignees would assume all the duties and obligations of the assignor thereunder; and

Whereas the assignor has complied with DCA's request and has assigned its rights to the assignees under such foreign communications contract and the assignees have assumed all the duties and obligations of the assignor thereunder, all with the consent and approval of the foreign communications authorities; and

Whereas the parties hereto desire to take such further steps as are necessary to meet the requirements of DCA;

Now, therefore, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The assignor hereby assigns its rights under the aforementioned CSA to the assignees.

2. The assignees hereby accept such rights and assume, pro tanto, the duties and obligations of the ASSIGNOR under the aforementioned CSA, provided however, that DCA and the assignees hereby agree as follows:

(a) The 30 alternate voice/data channels (circuits) provided for pursuant to the provisions of the aforementioned CSA shall be furnished as follows:

	HAWTEL	ITTWC	RCAC	WUI	Total
Hawaii to:					
Philippines.....	2	2	0	6	10
Thailand.....	0	0	10	0	10
Japan.....	5	5	0	0	10
Total.....	7	7	10	6	30

(b) The charges set forth in paragraph 3 of the aforementioned CSA are hereby amended as follows from the effective date of this Novation Agreement through March 31, 1968:

Hawaii to Japan, \$18,100 per circuit.

Hawaii to the Philippines, \$33,745 per circuit. Hawaii to Thailand, \$33,300 per circuit.

(c) The charges set forth in paragraph 4 of the aforementioned CSA are hereby amended as follows, effective April 1, 1968, or such other date as may be agreed to by DCA and the assignees:

Hawaii to the Philippines, \$17,810 per circuit.

Hawaii to Thailand, \$17,550 per circuit.