

requested the assignor to assign to the assignees all its rights under the service agreement; provided the assignees assume the duties and obligations of the assignor under the service agreement; and

Whereas the assignees, pursuant to said request of the Defense Communications Agency of the U.S. Government, each desire to obtain from Philcomsat voice-data grade circuits, as described in the service agreement, and to undertake to perform, as hereinafter described, the duties and obligations of the assignor under the service agreement; and

Whereas Philcomsat is willing to consent to said assignment by the assignor and to release and discharge said assignor from all of its obligations under the service agreement; provided that the assignees undertake to perform, as hereinafter described, the duties and obligations of the assignor under the service agreement:

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

1. The assignor hereby assigns its rights under the service agreement to the assignees.

2. The assignees hereby accept such rights and assume, jointly and severally, the obligations under the service agreement, as if said assignees, acting jointly and severally, were parties to the service agreement in lieu of the assignor; provided, however, that as between Philcomsat and the assignees:

(a) The 10 voice-data grade circuits to be provided by Philcomsat pursuant to article I of the service agreement shall be furnished, subject to renewal annually commencing December 31, 1968, to the assignees as follows: two circuits to HAWTEL, two circuits to ITT WORLD COM, and six circuits to WUI. In the event of a failure to renew by reason of any action or inaction on the part of PHILCOMSAT, the assignees shall not be responsible for any termination liabilities or obligations.

(b) WUI undertakes to assume sole and exclusive responsibility for the performance of the obligations specified in article VI—termination of the service agreement on the understanding that the maximum liability in the amount of \$1,764,000, as specified in paragraph C of such article VI, applies to the period up to but not beyond April 1, 1968, and thereafter the maximum liability shall not exceed \$325,000.

3. Philcomsat and the assignor hereby release and discharge each other from all obligations, claims and demands whatsoever in respect to the service agreement and, pursuant to article XI: assignment of the service agreement, Philcomsat hereby consents to the assignment specified in paragraph 1, supra, and accepts the obligations of the assignees, as herein described, in lieu of the obligations of the assignor and agrees to be bound by the terms of the service agreement, as such terms are herein modified, in all respects.

4. This Assignment, Consent, and Release shall become effective upon a date to be specified by the assignor, such date to be coincident with the effective date of an appropriate order from the Defense Communications Agency to the assignees for the communications herein identified.

In witness whereof, the undersigned, duly authorized, have signed this assignment, consent, and release, the present text of which shall be the only authentic version, on the day and year hereinabove first written.

COMMUNICATIONS SATELLITE CORP.,

By L. C. MEYER.

ITT WORLD COMMUNICATIONS, INC.,

By JOSEPH J. GANCIE.

HAWAIIAN TELEPHONE CO.,

By WARREN E. BAKER.

WESTERN UNION INTERNATIONAL, INC.,

By H. G. CATUCCI.

PHILIPPINES COMMUNICATIONS SATELLITE CORP.,

By MANUEL B. SYQUIO.

ASSIGNMENT, CONSENT, AND RELEASE

This Assignment, Consent, and Release, made and entered into this 25th day of April 1968, by and between Communications Satellite Corp., a corporation organized and existing under the laws of the District of Columbia (hereinafter called the "assignor"); Kokusai Denshin Denwa, Co., Ltd., a corporation orga-