

nized and existing under the laws of Japan (hereinafter called "KDD"); and the following U.S. International Communication Carriers (hereinafter collectively called the "assignees"): ITT World Communications, Inc., a corporation organized and existing under the laws of the State of Delaware, (also herein referred to as "ITT Worldcom"); and Hawaiian Telephone Co., a corporation organized under the laws of the Kingdom of Hawaii and existing under the laws of the State of Hawaii (also herein referred to as "Hawtel").

WITNESSETH THAT: Whereas KDD and the assignor have entered into a satellite communications service agreement, dated September 12, 1966 (hereinafter called the "service agreement"), for the purpose of meeting communication requirements of the U.S. Government; and

Whereas, pursuant to an order of the U.S. Federal Communications Commission, the Defense Communications Agency of the U.S. Government requested the assignor to assign to the assignees all its rights under the service agreement, provided the assignees would 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 Comsat five 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 KDD 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 KDD and the assignees:

(a) Pursuant to article I, A. of the service agreement, KDD shall furnish five voice-data grade circuits for combination with the same number of equivalent circuits provided by ITT Worldcom, and five voice-data grade circuits for combination with the same number of equivalent circuits provided by Hawtel, all such circuits to be leased to the U.S. Government under tariffs to be filed by ITT Worldcom and Hawtel reflecting the appropriate provisions of the service agreement, and

(b) ITT Worldcom undertakes to assume sole and exclusive responsibility for the performance of the obligations specified in article V: termination of the Service Agreement.

3. KDD 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 X: assignment of the Service Agreement, KDD 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 services 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 J. T. STINSON.
HAWAIIAN TELEPHONE CO.,
By WARREN E. BAKER.
KOKUSAI DENSHIN DENWA, Co., LTD.,
By TOKI HACHIFUJI.