

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

DATE OF ORDER 04-14-2005	2. CONTRACT NO. (if any) GS00T00NSD0006	6. SHIP TO:	
ORDER NO. DR-07-03-416	MODIFICATION NO. MOD. 6	4. REQUISITION REFERENCE NO. NSR-05-169	

ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop T-7-I-2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn. Mr. Thomas M. Kardaras	
7. TO:		b. STREET ADDRESS Mail Stop T-4L7	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20555	

NAME OF CONTRACTOR G2 SATELLITE SOLUTIONS CORPORATION		f. SHIP VIA	
8. TYPE OF ORDER			

COMPANY NAME Attn. Ms. Sheryl A. Rothans		<input type="checkbox"/> a. PURCHASE Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
STREET ADDRESS 1600 FORBES WAY					
i. CITY LONG BEACH CA 908101861	e. STATE	f. ZIP CODE			

ACCOUNTING AND APPROPRIATION DATA 511-15-122182, R1114, 3131, 31X0200		\$50,000.00	10. REQUISITIONING OFFICE NSR NSIR/DIRO	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> e. WOMEN-OWNED	<input type="checkbox"/> f. HUBZone	<input type="checkbox"/> g. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) As Stated on Orig.		16. DISCOUNT TERMS Net 30	
a. INSPECTION	b. ACCEPTANCE						

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNT (D)	UNT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Refer to Delivery Order No. DR-07-03-416 dated 04/15/03 for Iridium Equipment and Airtime Services under (GWAC) GSA Contract No. GS00T00NSD0006 and further modify as follows: 1. Change the name of the contractor from Hughes Global Services to G2 Satellite Solutions Corporation in accordance with the above GSA contract number and the attached Novation Agreement. 2. Extend the period of performance through 4/14/06 for Clins 003b, 004b, 005b, 006b and 0011b under option year two 3. Delete Thomas M. Kardaras as the NRC Project Officer and add Clarissa L. Evans Brown (301) 415-6891, as the NRC Project Officer. (CONTINUED)					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						
b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		Obligated \$50,000.00	

UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Michael Mills		
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TITLE: CONTRACTING/ORDERING OFFICER

THORIZED FOR LOCAL REPRODUCTION
EXCEPT WHERE SHOWN OTHERWISE

TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

(REV. 3/2005)
5015 FAR 48 CFR 53.213(e)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04-14-2005	CONTRACT NO. GS00T00NSD0006	ORDER NO. DR-07-03-416
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>4. Increase the obligated and ceiling amounts by \$50,000.00 from \$109,799.25 to \$159,799.25.</p> <p>Previous Obligated Amount: \$109,799.25 Increased Amount: \$50,000.00 Total Obligated Amount: \$159,799.25</p> <p>All other terms and conditions remain the same.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



Date: 3/9/04

Ref: 04H002JMC.022

MEMORANDUM FOR: All Government Contracting Officers with Cognizance of Hughes Global Systems, Inc., (HGS) Contracts

SUBJECT: Novation Agreement of HGS under GSA Contract GS00T00NSD0006

To Whom It May Concern:

This memorandum is being sent to notify you of the changes to the Hughes Global System (HGS) as a result of Novation Agreement (see attached).

The following background information is provided:

As of March 7, 2003, substantially all of the assets from HGS transferred to PanAmSat (parent company) by virtue of an Assets Purchase Agreement. On November 21, 2003, PanAmSat changed the name of one of its subsidiaries, HGS, to G2 Satellite Solutions Corporation (G2). On February 5, 2004, PanAmSat contributed assets it had previously acquired from G2 by an Assets Purchase Agreement. On February 18, 2004, Novation Agreements executed by G2, PanAmSat, and GSA and G2 became liable for performing all contract requirements of the GSA Contract GS00T00NSD0006.

It is advised that all existing delivery/task/purchase orders under GSA contract GS00T00NSD0006 should be modified to reflect the contractor's name change from HGS to G2. In addition, all future delivery/task/purchase orders under this contract shall utilize the contractor's name from HGS to G2. A list of the impacted contracts is shown under Novation Agreement.

Please contact the undersigned at 703-306-6463 or june.campany@gsa.gov if you have any further questions regarding this novation agreement.


June Campany
Contracting Officer

Encl: Novation Agreement

cc: G2 SSC -Sheryl Rothan (Contracts Director)
PanAmSat - Sandra Van Essche (General Counsel)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. PS12	3. EFFECTIVE DATE 3/9/04	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable) 1 3
6. ISSUED BY General Services Administration (GSA) Federal Technology Service TQN-1 (June Company) Center for Contract Management & Administration 10:00 Ealon Place Fairfax, VA 22030-2213	7. ADMINISTERED BY (if other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Hughes Global Services, Inc. 222 North Sepulveda Blvd, 22nd Floor El Segundo, CA 90245		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. GSD0T00NSD0006	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 11) 02-01-2000
FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

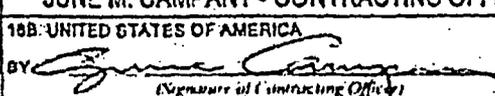
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 42.12 NOVATION AND CHANGE-OF-NAME AGREEMENTS

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See pages 2 through 3.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) SHERYL A. ROTHANS - DIRECTOR, CONTRACTS	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUNE M. CAMPANY - CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 3/4/04
18B. UNITED STATES OF AMERICA BY  <small>(Signature of Contracting Officer)</small>	18C. DATE SIGNED 3/9/04

PREVIOUS EDITION UNUSABLE
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STANDARD FORM 30 (Rev 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to change the contractor's name and address.

In accordance with FAR 42.12 "Novation and Change-of-Name Agreements", Hughes Global Services Inc., is hereby changed to G2 Satellite Solutions Corporation (see attached Novation Agreement).

Accordingly, the contract GS00T00NSD0006 revises the following data:

Contractor's Name: G2 Satellite Solutions Corporation
Address: 1600 Forbes Way
Long Beach, CA 90810-1861
Telephone No: (310) 525-5270 (Main)
Facsimile: (310) 525-5249 (Main)

DUNS No: 142764120
CAGE Code: 3Q3F2
Tax Identification (TIN) No: 01-0667473

Section G, paragraph (8): Lockbox Address and bank account information:

All payments will be forwarded to:

G2 Satellite Solutions Corporation
P.O. Box 7247-6022
Philadelphia, PA 19170-6022
Attention: Account receivable

All wire Transfers will be forwarded to:

Account Name: G2 Satellite Solutions Corporation
Account No: 30559446
Bank: Citibank NA
Address: 111 Wall Street
New York, NY 10043
ABA Routing No: 021000089

Section K.1:

Paragraph (3): TIN: 95-4659709 is changed to:
TIN: 01-0667473

Paragraph (5): Common Parent

Name and TIN of Common Parent:

Name: General Motors Corporation is changed to:
PanAmSat Corporation

TIN: 38-057-2515 is changed to:
TIN: 95-4607698

Effective immediately, all existing delivery/task/purchase orders under GSA Contract GS00T00NSD0006 should be modified to change the contractor's name and address from Hughes Global Services, Inc., 222 North Sepulveda Blvd, 22nd Floor, El Segundo, CA 90245 to G2 Satellite Solutions Corporation, 1600 Forbes Way, Long Beach, CA 90810. In addition, contractor's name for all future delivery/task/purchase orders under this contract should use G2 Satellite Solutions Corporation.

Unless otherwise specified herein, all other terms and conditions of this contract remains unchanged and in full force and effect.

NOVATION AGREEMENT

HUGHES GLOBAL SERVICES, INC. of TAX ID # 95-4659709 (the "Transferor"), a corporation duly organized and existing under the laws of the State of Delaware with its principal office in El Segundo, CA; **G2 SATELLITE SOLUTIONS CORPORATION** of TAX ID# 01-0667473, a corporation duly organized and existing under the laws of the State of Delaware with its principal office in El Segundo, CA. (the "Transferee") and a wholly-owned subsidiary of PanAmSat Corporation, a corporation duly organized and existing under the laws of the State of Delaware ("PanAmSat"), with its principal office in Wilton, CT; and the **UNITED STATES OF AMERICA** (the "Government") enter into this Agreement as of March 7, 2003.

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by June Company, Contracting Officer of the General Services Administration, Federal Technology Service, has entered into certain contracts with the Transferor, as shown in the attached lists marked "Exhibit A1" and "Exhibit A2" and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the contracts on Exhibits A1 and A2 and any purchase orders entered into thereunder, including any modifications thereto, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of March 7, 2003, substantially all of the assets of the Transferor were transferred to PanAmSat by virtue of an Asset Purchase Agreement entered into among Transferor, Hughes Telecommunications & Space Company (HTSC), Hughes Electronics Corporation (HE) and PanAmSat. HTSC and HE are the prior owners of the assets of Transferor.

(3) On November 21, 2003, PanAmSat changed the name of one of its subsidiaries to Transferee or G2 Satellite Solutions Corporation ("G2SSC").

(4) On February 5, 2004, PanAmSat contributed the assets it had acquired from Transferor and its prior owners along with certain other government business assets to the Transferee by virtue of an Asset Purchase Agreement from PanAmSat to Transferee.

(5) Going forward, Transferee will conduct PanAmSat's business of providing satellite based value added services to the U.S. Government and other customers and will perform the contracts referred to on Exhibits A1 and A2.

(6) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(7) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(8) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(9) Evidence of the above transactions has been filed with the Government.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT—

(1) The Transferor confirms the transfer to the Transferee of, and waives any claims and rights against the Government that it now has or may have in the future in connection with, the contracts.

(2) The Transferee agrees to be bound by, and to perform each contract in accordance with, the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

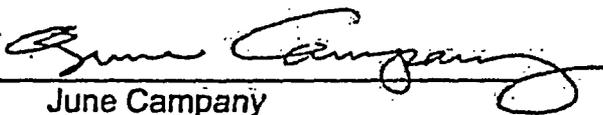
(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

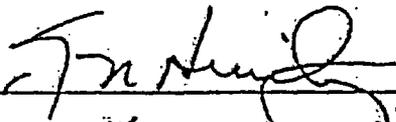
(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year written below.

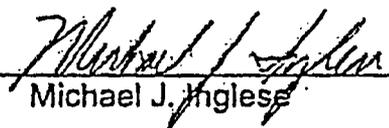
UNITED STATES OF AMERICA

By:  2/18/04
June Company
Title: Contracting Officer

HUGHES GLOBAL SERVICES, INC.
TAX ID # 95-4659709, (Transferor):

By:  2/18/04
Name/Title: KENNETH D. HEINTZ
VICE PRESIDENT

G2 SATELLITE SOLUTIONS CORPORATION,
Tax ID# 01-0667473 (Transferee), a subsidiary
of PAN/AMSAT CORPORATION of
Tax ID # 95-4607698.

By:  2/18/04
Michael J. Ingles

Title: Executive Vice President and
Chief Financial Officer

CERTIFICATE

I, James W. Cuminale, certify that I am the Secretary of G2 Satellite Solutions Corporation, that Michael J. Ingrese, who signed this Agreement for G2 Satellite Solutions Corporation, was then and is now, the Executive Vice President and Chief Financial Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 18th day of February 2004.


By James W. Cuminale
Secretary

[Corporate Seal]



Delaware

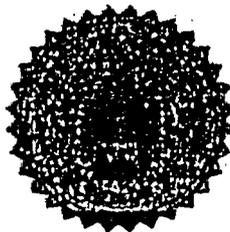
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "G2 SATELLITE SOLUTIONS CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF FEBRUARY, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3430952 8300

AUTHENTICATION: 2916675

040083771

DATE: 02-06-04

ATTACHMENTS TO NOVATION AGREEMENT

Exhibit A-1 List of GSA Contracts being novated. In all cases, G2 SSC is acting as "prime" contractor and terms are Firm Fixed Price.

Exhibit A-2 List of Non-GSA Contracts being novated. In all cases, G2 SSC is acting as "prime" contractor and terms are Firm Fixed Price.