Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
CYPRESS COMMUNICATIONS OPERATING COMPANY, INC.	)	**IB File No. ITC-T/C-20041112-00448**
	)	
Application for Consent to Transfer of Control of a Company Holding International Authorizations and a Blanket Domestic Authorization Pursuant to Section 214 of the Communications Act of 1934, as Amended	)	**WC Docket No. 04-417**

JOINT PETITION TO ADOPT CONDITIONS TO AUTHORIZATIONS AND LICENSES

Cypress Communications Holding Co., Inc. ("Cypress Holding"),[1] TechInvest Holding Company, Inc. ("THC"), the United States Department of Homeland Security ("DHS"), and the United States Department of Justice ("DOJ"), including the Federal Bureau of Investigation ("FBI"), respectfully submit this Joint Petition to Adopt Conditions to Authorizations and Licenses ("Petition"), pursuant to Section 1.41 of the Commission's Rules.[2] Through this Petition, DHS, DOJ, and FBI advise the Federal Communications Commission ("FCC" or "Commission") that they have no objection to the FCC granting the application for the transfer of

1 Cypress Holding, together with its direct and indirect subsidiaries, Cypress Communications, Inc. ("Cypress Communications") and Cypress Communications Operating Company, LLC ("Cypress Operating") are collectively referred to as "Cypress."

2 47 C.F.R. § 1.41.

control of Cypress Operating in the above-referenced matter (herein referred to as "requested relief"), provided that the Commission conditions the grant of the requested relief on compliance with the terms of the agreement reached between Cypress Holding, THC, Arcapita Investment Management Limited ("AIM"), and Arcapita Bank B.S.C.(c) ("Arcapita"), on the one hand, and DOJ, FBI, DHS, and the U.S. Department of the Treasury ("Treasury"), on the other hand (the "Agreement," a copy of which is attached hereto as Exhibit 1).

Cypress is a provider of in-building networks and a reseller of telecommunications services. THC is a Delaware corporation that was established to effect the purchase of Cypress and is an indirect subsidiary of Arcapita. Arcapita is an investment bank organized under the laws of the Kingdom of Bahrain. Arcapita acknowledges that a majority of its shares are either directly or indirectly foreign owned.

As the Commission is aware, DHS, DOJ, and FBI maintain that their ability to fulfill their obligations to preserve the national security, to enforce the laws, and to maintain the safety of the public could be significantly impaired by transactions in which foreign entities will own or operate a part of the U.S. communications system, or in which foreign-located facilities will be used to provide domestic communications services to U.S. customers. Among other concerns, DHS, DOJ, and FBI seek: 1) to ensure the security and effectiveness of lawfully-authorized electronic surveillance; 2) to prevent and detect foreign-based espionage and electronic surveillance of U.S. communications, which if allowed to occur undetected would jeopardize the security and privacy of U.S. communications and undermine the prosecution of individuals involved in such activities; and 3) to protect the critical infrastructure of the United States. To address these concerns, DHS, DOJ, and FBI have entered into agreements with the appropriate parties. The agreements reached in the past have been filed by stipulation among the parties with

the Commission, and the Commission has conditioned its grants of approvals of the requested authorizations or transfers of control on compliance with the terms of the agreements.[3]

On June 17, 2005, DHS, DOJ, FBI, and Treasury entered into the Agreement (Exhibit 1). This Agreement is intended to ensure that DHS, DOJ, FBI, Treasury and other entities with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed in a legal, secure, and confidential manner to satisfy these responsibilities.

Accordingly, DHS, DOJ, and FBI hereby advise the Commission that they have no objection to the Commission granting the pending application, filed as File No. ITC-T/C-20041112-00448 and WC Docket No. 04-417, provided that the Commission conditions its grant of the application on compliance with the terms of the attached Agreement between DHS, DOJ, FBI, and Treasury, on the one hand, and Cypress Holding, THC, AIM, and Arcapita, on the other.

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[3] *See, e.g., VSNL America Inc.,* 19 FCC Rcd 16555 (2004); *Loral Satellite, Inc. and Intelsat North America, LLC,* Memorandum Opinion, Order and Authorization, 19 FCC Rcd. 2404, 2004 WL 253309 (F.C.C.)(2004); *Bell Atlantic New Zealand Holdings, Inc. and Pacific Telecom, Inc.,* 18 FCC Rcd 23140 (2003); *Global Crossing, Ltd. and GC Acquisition Limited,* Memorandum Opinion, Order and Authorization, 18 FCC Rcd. 23140, 2003 VL 22309107 (F.C.C.)(2003); *XO Communications, Inc.,* Memorandum Opinion, Order and Authorization, 17 FCC Rcd 19,212, 2002 WL 31235646 (F.C.C.) (2002) (agreement adopted by the Commission, but the transaction was not consummated); *VoiceStream Wireless Corporation, Powertel, Inc., et al. and Deutsche Telekom AG,* 16 FCC Rcd 9779, 2001 WL 476559 (F.C.C.) (2001).

Respectfully submitted,

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Dated June 20, 2005

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Dated June 20, 2005

AGREEMENT

This AGREEMENT (the "Agreement") is made as of the date of the last signature affixed hereto, by and between Cypress Communications Holding Company, Inc. ("Cypress"); TechInvest Holding Company, Inc. ("THC"); Arcapita Investment Management Limited ("AIM"); and Arcapita Bank B.S.C.(c) ("Arcapita"), on the one hand; and the U.S. Department of Justice ("DOJ"), including the Federal Bureau of Investigation ("FBI"); the U.S. Department of Homeland Security ("DHS"); and the U.S. Department of the Treasury ("Treasury"), on the other hand (referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, U.S. communication systems are essential to the ability of the U.S. government to fulfill its responsibilities to the public to preserve the national security of the United States, to enforce the laws, and to maintain the safety of the public;

WHEREAS, the U.S. government has an obligation to the public to ensure that U.S. communications and related information are secure in order to protect the privacy of U.S. persons and to enforce the laws of the United States;

WHEREAS, it is critical to the well being of the nation and its citizens to maintain the viability, integrity, and security of the communications systems of the United States (*see, e.g.*, Executive Order 13231, Critical Infrastructure Protection in the Information Age, Presidential Decision Directive 63, Critical Infrastructure Protection, and Presidential Homeland Security Directive / HSPD-7, Critical Infrastructure Identification, Prioritization, and Protection);

WHEREAS, protection of Classified and Sensitive Information is also critical to U.S. national security;

WHEREAS, Cypress has an obligation to protect from unauthorized disclosure the contents of wire and electronic communications;

WHEREAS, Cypress is a provider of bundled telecommunications services (including local, long distance, and international telecommunications services; high-speed Internet connectivity; e-mail services; fully-managed firewall services; web hosting; virtual private networks; feature-rich digital desktop stations; calling cards; audio and web conferencing; and digital business television) to small and medium-sized businesses located in multi-tenant commercial office buildings in major metropolitan markets in the U.S.;

WHEREAS, Cypress may provide or facilitate electronic communication services, remote computing services, and interactive computer services, all of which are subject to U.S. privacy and electronic surveillance laws;

WHEREAS, Cypress has or will have direct physical or electronic access to certain customer facilities, including numerous buildings in numerous U.S. cities containing the servers,

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WHEREAS, Cypress has or will have direct physical or electronic access to certain customer facilities, including numerous buildings in numerous U.S. cities containing the servers,

storage media, network connections, bandwidth transport and firewalls Cypress works with in providing its services in those customer facilities, and thereby Cypress also has or will have direct physical or electronic access to a variety of customer and end-user information that is subject to U.S. privacy and electronic surveillance laws;

WHEREAS, Cypress and THC have filed with the Federal Communications Commission ("FCC") an application (including amendments) under Section 214 of the Communications Act of 1934, as amended, seeking authority to transfer control of Cypress Communications Operating Company, Inc. to THC, such application having been assigned FCC File No. ITC-T/C-20041112-00448 and WC Docket No. 04-417 by the FCC (the "FCC Application");

WHEREAS, as disclosed to the FCC, THC is an indirect subsidiary of Arcapita, a joint stock company organized under the laws of the Kingdom of Bahrain;

WHEREAS, as disclosed to the FCC, (a) approximately 75.96 percent of the non-voting common stock of THC will be held by four (4) offshore investment companies – TechAccess Capital Limited, TechShield Capital Limited, TechNet Capital Limited, and TechTVCapital Limited (collectively, the "Non-Voting Cayman Entities") – each of which is a wholly-owned subsidiary of Arcapita Investment Holdings Limited ("AIH"), which is itself a wholly-owned subsidiary of Arcapita; (b) approximately 3.28 percent of the non-voting common stock of THC will be held by Arcapita Incentive Plan Limited ("AIP"); and (c) approximately 18.76 percent of the non-voting common stock of THC will be held by TechInvest Holdings Limited ("THL"), a wholly-owned subsidiary of Arcapita;

WHEREAS, as disclosed to the FCC, 100 percent of the voting common stock of THC, representing less than two (2) percent of the equity interest in THC, will be held by five (5) U.S. citizens in equal shares (the "5 Voting Stockholders;" each, a "Voting Stockholder");

WHEREAS, as disclosed to the FCC, AIM (a wholly-owned subsidiary of Arcapita) will have a call option on the voting common stock of THC held by the 5 Voting Stockholders that can be exercised by AIM under the circumstances set forth in this Agreement for the nominal value of the shares (the "Call Option");

WHEREAS, the FCC's grant of the FCC Application may be made subject to conditions relating to national security, law enforcement, and public safety;

WHEREAS, by Executive Order 12661, the President of the United States, pursuant to Section 721 of the Defense Production Act, as amended, has authorized the Committee on Foreign Investment in the United States ("CFIUS") to review, for national security purposes, foreign acquisitions of U.S. companies (*see* 50 App. U.S.C. § 2170 and 31 C.F.R. Part 800);

WHEREAS, Cypress and THC collectively have submitted a voluntary notice to CFIUS regarding the proposed acquisition of Cypress, and Arcapita, AIM, THC, and Cypress have agreed to enter into this Agreement and the associated financial compliance measures agreement as specific consideration for the obligations accepted herein by DHS, DOJ, FBI, and Treasury, and to address national security issues that these agencies might raise, including in the CFIUS review process, and to request that the FCC condition the authorization granted by the FCC on

its compliance with this Agreement;

WHEREAS, representatives of Arcapita, THC, and Cypress have held discussions with U.S. Government officials. During those discussions, Arcapita, THC, and Cypress have represented that: (a) no Party has any present plans, nor is any Party aware of present plans of any other entity, that would result in Cypress providing Domestic Communications through facilities located outside the United States; and (b) no Party has any present plans, nor is any Party aware of present plans of any other entity, that would result in Cypress providing Domestic Communications or Hosting Services in the United States through any Affiliate other than Cypress or its subsidiaries, divisions, departments, or branches; and Arcapita and THC have represented that: (a) two separate but related shareholders – Jasmine Quadrilateral Investment Corporation, a corporation organized under the laws of the British Virgin Islands, and Al-Jomaih Company Limited, a limited liability company organized under the laws of Saudi Arabia -- hold in total approximately 10.5 percent of the ownership interest in Arcapita; (b) the Securities House K.S.C.C., a corporation organized under the laws of Kuwait, holds approximately 5 percent of the ownership interest in Arcapita; (c) the employees of Arcapita and its subsidiaries collectively and indirectly hold approximately 11 percent of the ownership interest in Arcapita; (d) no shareholder or group of shareholders holds a controlling interest in Arcapita, and there are no voting or other agreements that would give control to one shareholder or group of shareholders; (e) following consummation of the transactions described in the FCC Application, no person or entity other than (i) Arcapita or its Affiliates or (ii) the shareholders listed in (a) and (b) above will hold interests sufficient to constitute a 5 percent or greater equity interest in Cypress, determined in accordance with the FCC's ownership attribution rules set forth in 47 CFR § 63.09; (f) following consummation of the transactions described in the FCC Application, no person or entity other than Arcapita or its Affiliates will hold interests sufficient to confer the ability to Control Cypress; and (g) no Foreign government holds an ownership interest in Arcapita;

NOW THEREFORE, the Parties are entering into this Agreement to address national security, law enforcement and public safety concerns.

ARTICLE 1: DEFINITION OF TERMS

As used in this Agreement:

1.1 "5 Voting Stockholders" means the five (5) U.S. citizens that will hold 100 percent of the voting common stock of THC in equal shares. Each such individual is a "Voting Stockholder."

1.2 "Affiliate" (a) with respect to Cypress, means any entity that Cypress Controls; (b) with respect to THC, means any entity that THC Controls or is Controlled by; (c) with respect to AIM, means Arcapita, AIH, the Non-Voting Cayman Entities, THC, Arcapita Employee Stock Option Plan I Limited, Arcapita Employee Stock Option Plan II Limited, any entity whose ownership interests are held only by the employees of Arcapita or its subsidiaries (including but not limited to AIP), and any entity that is a wholly-owned subsidiary of AIM; and (d) with respect to Arcapita, means AIM, AIH, the Non-Voting Cayman Entities, THC, Arcapita Employee Stock Option Plan I Limited, Arcapita Employee Stock Option Plan II Limited, any

entity whose ownership interests are held only by the employees of Arcapita or its subsidiaries (including but not limited to AIP), any entity that Controls Arcapita, and any entity that is a wholly-owned subsidiary of Arcapita, but does not include Cypress.

1.3 "AIH" means Arcapita Investment Holdings Limited, a Cayman Islands company limited by shares that was formerly known as First Islamic Investment Holdings Limited and that is a wholly-owned subsidiary of Arcapita.

1.4 "AIM" means Arcapita Investment Management Limited, a Cayman Islands company limited by shares that was formerly known as First Islamic Investment Management Limited.

1.5 "AIP" means Arcapita Incentive Plan Limited, a Cayman Islands company limited by shares whose shares are held only by the employees of Arcapita or its subsidiaries and that was formerly known as FIIP Limited.

1.6 "Arcapita" means Arcapita Bank B.S.C. (c), a joint stock company organized under the laws of the Kingdom of Bahrain that was formerly known as First Islamic Investment Bank, B.S.C. (c).

1.7 "Arcapita Employee Stock Option Plan I Limited" and "Arcapita Employee Stock Option Plan II Limited" are each a shareholder of Arcapita through which management's interest in Arcapita is held.

1.8 "Call Associated Data" or "CAD" means any information related to a Domestic Communication or related to the sender or recipient of that Domestic Communication and includes without limitation subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, post-cut-through dialed digit extraction, in-band and out-of-band signaling, and party add, drop and hold.

1.9 "Call Option" means the call option held by AIM on the voting common stock of THC that can be exercised by AIM for the nominal value of the shares in accordance with the requirements of Section 5.16 *infra*.

1.10 "Classified Information" shall have the meaning indicated in Executive Order 12958, as amended by Executive Order 13292, or any successor executive order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act of 1954.

1.11 "Contract," "Contracted," or "Contracting" means an agreement between Cypress and an individual or entity that Arcapita, AIM, THC, or Cypress does not Control to perform, in part or in whole, the ordinary operation of Cypress's business and the obligations of Cypress under this Agreement. "Contract," "Contracted," or "Contracting" as used in this Agreement includes outsourcing or sub-contracting.

1.12 "Contractor" means an individual or entity that is not Controlled by Arcapita, AIM, THC, or Cypress and that has entered into an agreement with Cypress to perform duties described in Section 1.11 above.

1.13 "Control" and "Controls" means the power, direct or indirect, whether or not exercised, and whether or not exercised or exercisable through the ownership of a majority or a dominant minority of the total outstanding voting securities of an entity, or by proxy voting, contractual arrangements, or other means, to determine, direct, or decide matters affecting an entity; in particular, but without limitation, to determine, direct, take, reach, or cause decisions regarding:

(a) the sale, lease, mortgage, pledge, or other transfer of any or all of the principal assets of the entity, whether or not in the ordinary course of business;

(b) the dissolution of the entity;

(c) the closing and/or relocation of the production or research and development facilities of the entity;

(d) the termination or nonfulfillment of contracts of the entity;

(e) the amendment of the articles of incorporation or constituent agreement of the entity with respect to the matters described in Section 1.13(a) through (d); or

(f) the obligations under this Agreement.

1.14 "Customer Identifying Information" means information that includes but is not limited to: customer identities, customer street addresses and room or suite numbers, and customer phone numbers, web sites, email addresses or other logical addresses.

1.15 "Cyber Attacks" includes, but is not limited to, the malicious insertion of malicious code, insertion and/or transmittal of viruses or worms, denial of service attacks, use of botnets, "phishing," identity theft, alteration or deletion of data, redirection or misdirection of Internet page requests, and establishment of unauthorized covert communications channels.

1.16 "Cypress" means Cypress Communications Holding Co., Inc., a Delaware corporation, and its Affiliates.

1.17 "Cypress Employee" means, for purposes of this Agreement, any person that is an employee, officer, or director of Cypress or its Affiliates. An "employee" means a person who is hired by another to perform a service for wages or salary and is under the other's direction and control.

1.18 "Data Centers" means (a) equipment (including firmware, software and upgrades), facilities, and premises used by (or on behalf of) Cypress in connection with Hosting Services (including data storage and provisioning, control, maintenance, management, security, selling, billing, or monitoring of Hosting Services), and (b) equipment hosted by Cypress that is leased or owned by a Hosting Services customer.

1.19 "*De facto*" and "*de jure*" control have the meanings provided in 47 C.F.R. § 1.2110.

1.20 "DHS" means the U.S. Department of Homeland Security.

1.21 "DOJ" means the U.S. Department of Justice.

1.22 "Domestic Communications" means (a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.

1.23 "Domestic Communications Infrastructure" means (a) transmission, switching, bridging and routing equipment (including software and upgrades) used by or on behalf of Cypress to provide, process, direct, control, supervise or manage Domestic Communications; (b) facilities and equipment used by or on behalf of Cypress that are physically located in the United States; and (c) facilities used by or on behalf of Cypress to control the equipment described in (a) and (b) above. Domestic Communications Infrastructure does not include equipment or facilities used by service providers that are not affiliated with Arcapita, THC, or Cypress and that are:

(1) interconnecting communications providers; or

(2) providers of services or content that are

(A) accessible using the communications services of Cypress or its Affiliates, and

(B) available in substantially similar form and on commercially reasonable terms through communications services of companies other than Cypress or its Affiliates.

The phrase "on behalf of" as used in this Section does not include entities with which Cypress or any of its Affiliates has contracted for peering, interconnection, roaming, long distance, or other similar arrangements on which the Parties may agree. Domestic Communications Infrastructure does not include equipment dedicated to the termination of international undersea cables, provided that such equipment is utilized solely to effectuate the operation of undersea transport network(s) outside of the United States and in no manner controls land-based transport network(s) or their associated systems in the United States.

1.24 "Effective Date" means the date on which the transactions described in the Merger Agreement are consummated.

1.25 "Electronic Communication" has the meaning given it in 18 U.S.C. § 2510(12).

1.26 "Electronic Surveillance" means (a) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f); (b) access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 et seq.; (c) acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.; (d) acquisition of location-related information concerning a service subscriber or facility; (e) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (f) access to, or acquisition, interception, or preservation of,

wire, oral, or electronic communications or information as described in (a) through (e) above and comparable state laws.

1.27 "FBI" means the Federal Bureau of Investigation.

1.28 "FCC" means the Federal Communications Commission.

1.29 "FCC Application" means the application (including amendments) in FCC File No. ITC-T/C-20041112-00448 and WC Docket No. 04-417 under Section 214 of the Communications Act of 1934, as amended, seeking authority to transfer control of Cypress Communications Operating Company, Inc. to THC.

1.30 "Foreign" where used in this Agreement, whether capitalized or lower case, means non-U.S.

1.31 "Government Authority" or "Government Authorities" means any government, or any governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal, judicial or arbitral body.

1.32. "Hosting Services" means Web hosting (whether shared or dedicated, and including design, server management, maintenance and telecommunications services), Web site traffic management, electronic commerce, streamed media services, server collocation and management, application hosting, and all other similar services offered by Cypress or any of its subsidiaries, affiliates, divisions, departments, branches or other components.

1.33 "Intercept" or "Intercepted" has the meaning defined in 18 U.S.C. § 2510(4).

1.34 "Lawful U.S. Process" means lawful U.S. federal, state or local Electronic Surveillance or other court orders, processes, or authorizations issued under U.S. federal, state, or local law for physical search or seizure, production of tangible things, or access to or disclosure of Domestic Communications, Call Associated Data, or U.S. Hosting Data, including Transactional Data or Subscriber Information.

1.35 "Merger Agreement" means the Agreement and Plan of Merger by and between TechInvest Acquisition, Inc., THC and Cypress, dated November 5, 2004.

1.36 "Network Management Information" means network management operations plans, processes and procedures; descriptions of the placement of Network Operating Center(s) and linkages (for service offload or administrative activities) to other domestic and international carriers, Internet service providers ("ISPs"), and other critical infrastructures; descriptions of networks and operations processes and procedures for management control and relation to the backbone infrastructure(s) including other service providers; description of any unique or proprietary control mechanisms as well as operating and administrative software; and network performance information.

1.37 "Non-Voting Cayman Entities" means TechAccess Capital Limited, TechShield Capital Limited, TechNet Capital Limited, and TechTVCapital Limited, all Cayman Island companies limited by shares.

1.38 "Non-U.S. Person" means a person who is not a citizen of the United States. For the purposes of this Agreement, Cypress Employees who are not U.S. citizens and who are employed directly by Cypress shall not be considered Non-U.S. Persons.

1.39 "Non-Voting Stockholder" means (a) any shareholder in Arcapita, unless that person or entity is also an employee of Arcapita or its Affiliates, a member of the Board of Directors of Arcapita or its Affiliates, or an entity whose voting or ownership interests are held only by the employees of Arcapita or its subsidiaries, or (b) any shareholder in the Non-Voting Cayman Entities, unless that shareholder is Arcapita or its Affiliates. A Non-Voting Stockholder is a passive investor to the extent described in the FCC Application.

1.40 "OFAC List" means the list of Specially Designated Nationals and Blocked Persons issued by the Office of Foreign Assets Control, U.S. Department of Treasury.

1.41 "Screened Contractor Personnel" shall have the meaning set forth in Section 3.16 of this Agreement.

1.42 "Screened Cypress Personnel" shall have the meaning set forth in Section 3.16 of this Agreement.

1.43 "Party" and "Parties" have the meanings given them in the Preamble.

1.44 "*Pro forma* assignments" or "*pro forma* transfers of control" are transfers that do not involve a substantial change in ownership or control as provided by Section 63.24 of the FCC's Rules (47 C.F.R. § 63.24).

1.45 "Security Officer" means the person designated pursuant to Section 3.11 of this Agreement.

1.46 "Sensitive Information" means information that is not Classified Information regarding (a) the persons or facilities that are the subjects of Lawful U.S. Process, (b) the identity of the government agency or agencies serving such Lawful U.S. Process, (c) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance pursuant to Lawful U.S. Process, (d) the means of carrying out Electronic Surveillance pursuant to Lawful U.S. Process, (e) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process, and (f) other information that is not Classified Information but is designated in writing by an authorized official of a federal, state or local law enforcement agency or a U.S. intelligence agency as "Sensitive Information." The designation of "Sensitive Information" in this paragraph may reference "Official Use Only," "Limited Official Use Only," "Law Enforcement Sensitive," "Sensitive Security Information," or other similar terms, and shall be deemed "Sensitive Information" for purposes of this Agreement. Cypress may dispute pursuant to Article 4 whether information is Sensitive Information under this subparagraph. Such information shall be treated as Sensitive Information unless and until the dispute is resolved in Cypress's favor.

1.47 "Subscriber Information" means information relating to subscribers or customers of Cypress of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.

1.48 "THC" means TechInvest Holding Company, Inc., a Delaware corporation.

1.49 "THL" means TechInvest Holdings Limited, a Cayman Islands company limited by shares and a subsidiary of Arcapita.

1.50 "Transactional Data" means:

(a) "call identifying information," as defined in 47 U.S.C. § 1001(2), including without limitation the telephone number or similar identifying designator associated with a Domestic Communication;

(b) any information possessed by Cypress, or an entity acting on behalf of Cypress, relating specifically to the identity and physical address of a customer or subscriber, or account payer, or the end-user of such customer or subscriber, or account payer, or associated with such person relating to all telephone numbers, domain names, Internet Protocol ("IP") addresses, Uniform Resource Locators ("URLs"), other identifying designators, types of services, length of service, fees, usage including billing records and connection logs, and the physical location of equipment, if known and if different from the location information provided under (d) below;

(c) the time, date, size, or volume of data transfers, duration, domain names, Media Access Control ("MAC") or IP addresses (including source and destination), URLs, port numbers, packet sizes, protocols or services, special purpose flags, or other header information or identifying designators or characteristics associated with any Domestic Communication or other Wire or Electronic Communication, including electronic mail headers showing From: and To: addresses; and

(d) as to any mode of transmission (including mobile transmissions), and to the extent permitted by U.S. laws, any information indicating as closely as possible the physical location to or from which a Domestic Communication or other Wire or Electronic Communication is transmitted.

The term includes all records or other information of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c)(1) and (d) but does not include the content of any communication. The phrase "on behalf of" as used in this Section does not include entities with which Cypress or any of its Affiliates has contracted for peering, interconnection, roaming, long distance, or other similar arrangements on which the Parties may agree.

1.51 "Treasury" means the United States Department of the Treasury.

1.52 "United States," "US," or "U.S." means the United States of America, including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdictions of the United States.

1.53. "U.S. Hosting Data" means all data, records, documents, or information (including Domestic Communications, other Wire or Electronic Communications, Subscriber Information, and Transactional Data) in any form (including but not limited to paper, electronic, magnetic, mechanical, or photographic) transmitted, received, generated, maintained, processed, used by or stored in a Data Center for a U.S. Hosting Services Customer.

1.54. "U.S. Hosting Services Customer" is a customer or subscriber that receives Hosting Services from Cypress and that is U.S.-domiciled or holds itself out as being U.S.-domiciled. A customer or subscriber will be considered to be U.S.-domiciled if (i) it has its principal office(s) or place(s) of business in the United States, (ii) it is incorporated in the United States, (iii) it receives Hosting Services facilitated by a Data Center that is physically located in the United States, or (iv) other criteria tend to indicate that it is U.S.- domiciled.

1.56 "Voting Stockholder" means one of the five (5) U.S. citizens that will hold 100 percent of the voting common stock of THC in equal shares.

1.57 "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).

1.58 Other Definitional Provisions. Other capitalized terms used in this Agreement and not defined in this Article shall have the meanings assigned them elsewhere in this Agreement. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

ARTICLE 2: FACILITIES, INFORMATION STORAGE AND ACCESS

2.1 Domestic Communications Infrastructure. Except to the extent and under conditions concurred in by DHS, DOJ, and FBI in writing:

(a) all Domestic Communications Infrastructure shall at all times be located in the United States and will be directed, controlled, supervised and managed by Cypress;

(b) all Domestic Communications that are carried by or through, in whole or in part, the Domestic Communications Infrastructure shall pass through a facility under the control of Cypress and physically located in the United States, from which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. Cypress will provide technical or other assistance to facilitate such Electronic Surveillance; and

(c) Cypress shall use industry best practices (*e.g.*, Network Reliability Interoperability Council – NRIC series for service providers or ISO information security standards) for monitoring both signaling and traffic for unauthorized access, network

intrusion, Cyber Attacks, and other malicious activity. Such practices, including the timing of the implementation of any such practices, shall be jointly determined by Cypress, DHS, and FBI.

2.2. Data Centers and Access to Communications. Except to the extent and under conditions concurred in by the DHS, DOJ, and FBI in writing:

(a) all Data Centers used to provide Hosting Services to U.S. Hosting Services Customers shall at all times be located in the United States; and

(b) Cypress shall, upon service of appropriate Lawful U.S. Process, ensure that Wire or Electronic Communications of a specified U.S. Hosting Services Customer that are transmitted to, from or through a Data Center shall be accessible from or pass through a facility under the control of Cypress and physically located in the United States, from which Electronic Surveillance can be conducted in a timely manner. Cypress will provide technical or other assistance to facilitate such Electronic Surveillance.

2.3 Compliance with Lawful U.S. Process. Cypress shall take all practicable steps to configure its Domestic Communications Infrastructure and Data Centers (except for equipment that is owned or controlled by a U.S. Hosting Services Customer and is collocated in Cypress-controlled space in a Data Center) to be capable of complying, and Cypress employees in the United States will have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with:

(a) Lawful U.S. Process;
(b) the orders of the President in the exercise of his/her authority under § 706 of the Communications Act of 1934, as amended, (47 U.S.C. § 606), and under § 302(e) of the Aviation Act of 1958 (49 U.S.C. § 40107(b)) and Executive Order 11161 (as amended by Executive Order 11382); and
(c) National Security and Emergency Preparedness rules, regulations and orders issued pursuant to the Communications Act of 1934, as amended (47 U.S.C. § 151 et seq.).

2,4 Information Storage and Access. Cypress, effective upon execution of this Agreement by all the Parties, shall store exclusively in the United States the following:

(a) stored Domestic Communications, if such communications are stored by or on behalf of Cypress for any reason;
(b) any Wire Communications or Electronic Communications (including any other type of wire, voice or electronic communication not covered by the definitions of Wire Communication or Electronic Communication) received by, intended to be received by, or stored in the account of a customer or subscriber of Cypress, if such communications are stored by or on behalf of Cypress for any reason;
(c) Transactional Data and Call Associated Data relating to Domestic Communications, if such data are stored by or on behalf of Cypress for any reason;

(d) Subscriber Information, if such information is stored by or on behalf of Cypress for any reason, concerning customers who are U.S.-domiciled, customers who hold themselves out as being U.S.-domiciled, or customers who make a Domestic Communication;

(e) billing records of customers who are U.S.-domiciled, customers who hold themselves out as being U.S.-domiciled, or customers who make a Domestic Communication, for so long as such records are kept and at a minimum for so long as such records are required to be kept pursuant to applicable U.S. law or this Agreement;

(f) Network Management Information; and

(g) Customer Identifying Information.

The phrase "on behalf of" as used in this Section does not include entities with which Cypress or any of its Affiliates has contracted for peering, interconnection, roaming, long distance, or other similar arrangements on which the Parties may agree.

2.5. U.S. Hosting Data Storage and Access. Cypress shall have the ability to provide in the United States stored U.S. Hosting Data (whether in "electronic storage" as defined in 18 U.S.C. § 2510(17) or stored in any other manner), except for stored U.S. Hosting Data located on equipment that is owned or controlled by a U.S. Hosting Services Customer and is collocated in Cypress-controlled space in a Data Center. Cypress shall ensure that such data shall not be stored outside of the United States. In any event, Cypress shall take all technically feasible steps to ensure that such data is stored in a manner not subject to mandatory destruction under any foreign laws.

2.6 Billing Records. Cypress shall store for at least two years all billing records described in Section 2.4(e) above, and all billing records relating to U.S. Hosting Services, and shall make such records available in the U.S. Nothing in this paragraph shall require Cypress to store such records for longer than two years.

2.7 Storage Pursuant to 18 U.S.C. § 2703(f). Upon a request made pursuant to 18 U.S.C. § 2703(f) by a Government Authority within the United States to preserve any information in the possession, custody, or control of Cypress that is listed in Section 2.4 above or any U.S. Hosting Data, Cypress shall store such information or U.S. Hosting Data in the United States.

2.8 Compliance with U.S. Law. Nothing in this Agreement shall excuse Cypress from its obligation to comply with U.S. legal requirements, including but not limited to those requiring the retention, preservation, or production of information, records or data, those not to unlawfully intercept telecommunications or unlawfully access stored telecommunications, Chapters 119 and 121, of Title 18, United States Code, and the requirements of the Communications Assistance for Law Enforcement Act (CALEA), 47 U.S.C. § 1001, *et seq.* Similarly, in any action to enforce Lawful U.S. Process, Cypress has not waived any legal right it might have to resist such process.

2.9 Routing of Domestic Communications and U.S. Hosting Data. Cypress shall not route Domestic Communications or U.S. Hosting Data outside the United States.

2.10 CPNI. Cypress shall comply, with respect to Domestic Communications, with all applicable FCC rules and regulations governing access to and storage of Customer Proprietary Network Information ("CPNI"), as defined in 47 U.S.C. § 222(h)(1).

2.11 Storage of Protected Information. The storage of Classified and Sensitive Information by Cypress or its contractors at any location outside of the United States is prohibited, unless the storage is in an appropriately secured location within the offices of a U.S. military facility, a U.S. Embassy or Consulate or other U.S. Government Authority.

ARTICLE 3: SECURITY

3.1 Measures to Prevent Improper Use or Access. Cypress shall take all reasonable measures to prevent physical and virtual or remote access to (i) Domestic Communications Infrastructure and Data Centers, including Domestic Communications Infrastructure and Data Centers located in customer buildings, offices, or premises and (ii) customer buildings, offices, and premises that contain Domestic Communications Infrastructure or Data Centers, to conduct Cyber Attacks, Electronic Surveillance, or to obtain, disclose or use Domestic Communications, U.S. Hosting Data, Classified Information, or Sensitive Information, in violation of any U.S. federal, state, or local laws or the terms of this Agreement. These measures shall include creating and complying with detailed technical, organizational, operational, and personnel controls, written policies and procedures, necessary implementation plans, and physical security measures; they shall also include special measures tailored to prevent improper use and access in the context of outsourcing and joint ventures. Cypress shall submit these written policies and procedures to prevent improper access and use to DHS and FBI within ninety (90) days after the Effective Date for review and approval. If DHS or FBI disapproves the written policies and procedures, then Cypress shall meet and confer with the Party or Parties involved and shall modify the terms appropriately. DHS, DOJ, and FBI acknowledge that Cypress does not control access to its customers' premises or the buildings or offices in which its customers are located and, therefore, that Cypress has limited ability to prevent or control physical access to public areas of those buildings, offices, and premises. With respect to Cypress Employees and other persons or entities, including Contractors, acting on behalf of Cypress, Cypress shall permit only Screened Cypress Personnel or Screened Contractor Personnel to access (i) Domestic Communications Infrastructure or Data Centers or (ii) any customer building, office, or premise in which Domestic Communications Infrastructure or Data Center is located.

3.2 Visitation Policy. No later than ninety (90) days after the Effective Date, Cypress shall submit for DHS, DOJ, and FBI approval a visitation policy. The policy shall apply to all visits by Non-U.S. Persons to (i) Domestic Communications Infrastructure and Data Centers and (ii) any customer building, office, or premise in which Domestic Communications Infrastructure or Data Centers are located, except for Routine Business Visits by Non-U.S. Persons to Cypress Offices, as defined in Section 3.3. The visitation policy shall require that:

(a) The Security Officer shall review and either approve or deny on security or related grounds any requests for visits by Non-U.S. Persons to any Domestic Communications Infrastructure or Data Center (provided that, with respect to

carrier hotels and other shared facilities, the policy will apply solely to that portion of the facility controlled by Cypress).

(b) A request for approval of a visit must be submitted to the Security Officer in writing or electronically no less than seven (7) days prior to the date of the proposed visit. If a written or electronic request cannot be provided within seven (7) days before the proposed visit because of an unforeseen exigency, the request may be communicated via telephone to the Security Officer and immediately confirmed in writing or electronically; however the Security Officer may refuse to accept any request submitted fewer than seven (7) days prior to the date of such proposed visit if the Security Officer determines that there is insufficient time to consider the request.

(c) Every request shall set forth the purpose and justification for the visit in sufficient detail to enable the Security Officer to make an informed decision concerning the appropriateness of the visit. The Security Officer may refuse to accept any request due to lack of information. Each visit must be reviewed even for persons approved for prior visits. For multiple visits for the same purpose, the Security Officer may approve such visits by the same person or persons for a period not to exceed seven (7) days.

(d) After evaluating a request, the Security Officer shall, as soon as practicable, either approve or disapprove the request, pending the submission of additional information from the requester. The Security Officer shall inform the requester of the decision at least one (1) day prior to the requester's proposed visit. The Security Officer's decision shall also be confirmed in writing or electronically as promptly as possible.

(e) The Security Officer shall keep a record of all visit requests, including the decision to approve or disapprove, and of all consummated visits, including the name, address, business affiliation, citizenship, and dates of birth of the vistor(s) and the Cypress personnel involved. In addition, a chronological file of all documents associated with such visits shall be maintained by Cypress for at least two (2) years from the date of the visits.

(f) All visitors shall be escorted at all times by a Cypress Employee, and visits shall be subject to conditions determined by the Security Officer that are commensurate with the place and purpose of the visit.

3.3 Routine Business Visits by Non-U.S. Persons to Cypress Offices. Notwithstanding Section 3.2, Routine Business Visits by Non-U.S. Persons may occur without prior approval by the Security Officer. "Routine Business Visits by Non-U.S. Persons to Cypress Offices": (1) are made in connection with the regular day-to-day business operations of Cypress; (2) do not involve the transfer or receipt of any information regarding the security of the facilities; (3) pertain only to the commercial aspects of Cypress business; (4) are to (a) the corporate headquarters of Cypress located at 15 Piedmont Center, Atlanta, Georgia 30305, or any subsequent corporate headquarters offices identified by Cypress with notice to DHS, DOJ, and

FBI or (b) the offices listed on Schedule 3.3 to this Agreement and any future offices identified by Cypress with notice to DHS, DOJ, and FBI; and (5) do not involve access to any Domestic Communications Infrastructure or Data Centers. In addition, notwithstanding (1)-(5) in this Section 3.3, visits by Screened Cypress Personnel and Screened Contractor Personnel who are not U.S. citizens and are for the purposes of performing installation, maintenance, repair, and customer service functions on behalf of Cypress at Cypress customer buildings, offices, and premises shall be treated as if they were Routine Business Visits by Non-U.S. Persons to Cypress Offices. Records of such visits shall be maintained by Cypress for at least two (2) years from the date of the visits. Routine Business Visits by Non-U.S. Persons to Cypress Offices may include:

(a) visits for the purpose of discussing or reviewing commercial subjects such as company performance and business plans, budgets, inventory, accounts receivable, accounting and financial controls;

(b) visits by customers or commercial suppliers regarding, for example, solicitation of orders, price quotes, or the provision of products or services; and

(c) visits concerning fiscal, financial, or legal matters.

The visitation policy established under Section 3.2 may elaborate on the types of visits that qualify as Routine Business Visits by Non-U.S. Persons to Cypress Offices.

3.3A Records of Communications with Certain Non-U.S. Persons. Cypress shall take all reasonable efforts to maintain a full and complete record of every electronic or written communication by the Cypress directors, officers, employees, and agents with those Non-U.S. Persons that are known by Cypress to be Non-U.S. Persons where the communication is related to security procedures and policy, Domestic Communications Infrastructure, Data Centers, or specific U.S. customers. Such records shall include the names of the correspondents and their business affiliations as well as the substance of the communications. These records shall be maintained for a period of three (3) years by the Security Officer for provision at the request of the third-party auditor identified pursuant to Section 5.7 below, or of DHS, DOJ, or FBI.

3.4 Access to Data by Foreign Entities or Government Authorities. Cypress shall not, directly or indirectly, disclose or permit disclosure of, or provide access to Domestic Communications, U.S. Hosting Data, Call Associated Data, Transactional Data, or Subscriber Information stored by or on behalf of Cypress in the United States to any person if the purpose of such access is to respond to the legal process or the request of or on behalf of a foreign individual or entity or a foreign government, identified representative, component or subdivision thereof without the express written consent of DHS, DOJ, and FBI or the authorization of a court of competent jurisdiction in the United States; provided, however, that nothing in this section shall require any prior notice or approval for Cypress to disclose or provide access to its subscribers or customers to their Domestic Communications, U.S. Hosting Data, Call Associated Data, Transactional Data, or Subscriber Information. Any such requests or submission of legal process shall be reported to DHS, DOJ, and FBI as soon as possible and in no event later than five (5) business days after such request or legal process is received by and known to the Security Officer. Cypress shall take reasonable measures to ensure that the Security Officer will promptly learn of all such requests or submission of legal process.

3.5 Disclosure to Foreign Government Authorities. Cypress shall not, directly or indirectly, disclose or permit disclosure of, or provide access to:

(a) Classified or Sensitive Information; or

(b) Subscriber Information, Transactional Data, Call Associated Data, or U.S. Hosting Data, including a copy of any Wire Communication or Electronic Communication, intercepted or acquired pursuant to Lawful U.S. Process

to any foreign government, identified representative, component or subdivision thereof without satisfying all applicable U.S. federal, state and local legal requirements, and obtaining the express written consent of DHS, DOJ, and FBI or the authorization of a court of competent jurisdiction in the United States. Any requests or any legal process submitted by a foreign government, an identified representative, a component or subdivision thereof to Cypress for the communications, data or information identified in this Section 3.5 that is maintained by Cypress shall be referred to DHS, DOJ, and FBI as soon as possible and in no event later than five (5) business days after such request or legal process, unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States. Cypress shall take reasonable measures to ensure that the Security Officer will promptly learn of all such requests or submission of legal process described in this Section 3.5.

3.6 [Intentionally Blank]

3.7 Disclosure to Non-Voting Stockholders or Arcapita Employees. Notwithstanding any other provision of this Agreement,

(a) Cypress shall not, directly or indirectly, disclose or permit disclosure of, or provide access to:

(i) Domestic Communications, U.S. Hosting Data, Call Associated Data, Transactional Data, or Subscriber Information;

(ii) Domestic Communications Infrastructure, Network Management Information, or Data Centers;

(iii) Customer Identifying Information; or

(iv) Classified or Sensitive Information,

to any Non-Voting Stockholder or other person who is an employee, officer, board member, shareholder, or investor of Arcapita or its Affiliates; and

(b) Cypress may utilize the following exception to Section 3.7(a) solely with respect to providing disclosure or access to certain Customer Identifying Information to certain persons on the terms described below:

(i) a member of the Cypress Board of Directors who is a U.S. citizen may have access to specific Customer Identifying Information; and

(ii) a member of the AIM Board of Directors who is a U.S. citizen may have access solely to a point of contact for customers of Cypress (unless DHS, DOJ, FBI, and Treasury are specifically notified that Cypress believes there is a need to share additional information with the U.S. citizen AIM board member(s) and approve of such disclosure in advance),

provided Cypress permits such access or disclosure under Section 3.7(b)(i) or (ii) only if:

(I) such member(s) of the Cypress Board of Directors and/or AIM Board of Directors sign a non-disclosure agreement that prohibits the member from providing the specific Customer Identifying Information or point of contact to any person (including a Non-Voting Stockholder or other person who is an employee, officer, board member, shareholder, or investor of Arcapita or its Affiliates other than Cypress) other than a person Controlled by Cypress, the customer itself, or (in the case of a member of the Cypress Board of Directors) another member of the Cypress Board of Directors who is a U.S. citizen and has also signed a non-disclosure agreement of the type discussed in this section;

(II) Cypress keeps a record of any such disclosure and makes it available to DHS, DOJ, FBI or Treasury upon request, and

(III) such disclosure shall not serve as an exception to obligations of Cypress contained in Article 2 of this Agreement, including the storage of information.

3.8 Security of Lawful U.S. Process. Cypress shall protect the confidentiality and security of all Lawful U.S. Process served upon it and the confidentiality and security of Classified and Sensitive Information in accordance with U.S. federal and state law or regulation and this Agreement. Information concerning Lawful U.S. Process, Classified Information, and Sensitive Information shall be under the custody and control of the Security Officer. Cypress shall ensure that knowledge of the existence of any Lawful U.S. Process served upon Cypress is limited to the Security Officer and those individuals whose assistance is strictly necessary to ensure Cypress's compliance. The Security Officer shall maintain a list of the names, dates and places of birth, and current addresses of each such individual, and the list shall include but not be limited to any technicians assisting in the implementation of electronic surveillance. The Security Officer shall make the list available upon request to any law enforcement agency or officer seeking compliance with Lawful U.S. Process. Cypress will strictly comply with any request by a law enforcement agency or officer to exclude particular individuals from assisting in, or having knowledge of the existence of, Lawful U.S. Process.

3.9 Points of Contact. Within five (5) business days after the Effective Date, Cypress shall designate in writing to DHS, DOJ, and FBI, at least three nominees who are resident U.S. citizens already holding U.S. security clearances granted in accordance with the requirements of Executive Order 12968 (which may include interim clearances) or who Cypress has a reasonable basis to believe are eligible to receive such security clearances to serve as a primary and at least two secondary points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process on behalf of Cypress. Cypress shall provide in writing, in accordance with Section 5.15 of this Agreement, to DHS, DOJ, and FBI, the name and contact information for each point of contact. The points of contact shall be assigned to Cypress's security office(s) in the United States, shall be available twenty-four (24) hours per day, seven (7) days per week, and shall be responsible for accepting service and maintaining the security of Classified and Sensitive Information and any Lawful U.S. Process in accordance with the requirements of U.S. law and this Agreement. The points of contact shall undergo the screening process defined in Section 3.16 of this Agreement. If there is any change in the designated points of contact, Cypress shall notify DHS, DOJ, and FBI immediately in writing, providing updated identifying and contact information. Cypress shall comply with any request by a Government Authority in the United States that a background check and/or security clearance process be completed for a designated point of contact.

3.10 Information Security Plan. Not later than ninety (90) days after the Effective Date, Cypress shall develop, document, implement, and maintain an information security plan to:

(a) ensure that the disclosure of or access to Classified or Sensitive Information is limited to those who have the appropriate security clearances and authority;
(b) take appropriate measures to prevent unauthorized access to data or to the section(s), if any, of the facilities that might contain Classified or Sensitive Information;
(c) assign U.S. citizens to positions for which screening is contemplated pursuant to Section 3.16;
(d) upon written request from DHS, DOJ, or FBI, provide the name, social security number and date of birth of each person who regularly handles or deals with Sensitive Information;
(e) require that personnel handling Classified Information shall have been granted appropriate security clearances pursuant to Executive Order 12968;
(f) provide that the points of contact described in Section 3.9 shall have sufficient authority over any of Cypress's employees who may handle Classified or Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authorities and the terms of this Agreement;
(g) maintain appropriately secure facilities (*e.g.*, offices) within the United States for the handling and storage of any Classified or Sensitive Information;
(h) establish a formal incident response capability with reference to OMB Circular A-130 and NIST Special Publications 800-18, 800-47 and 800-61; and
(i) identify the types of positions that require screening pursuant to Section 3.16, the required rigor of such screening by type of position, and the criteria by which Cypress will accept or reject screened persons ("Screened Personnel").

3.11 Security Officer Responsibilities and Duties. Within fourteen (14) calendar days after the Effective Date, Cypress shall designate, from among the points of contact selected pursuant to Section 3.9, a Security Officer within the United States with the primary responsibility for carrying out Cypress's obligations under Articles 2, 3 and 5 of this Agreement.

3.12 Nondisclosure of Protected Data. The Security Officer shall not directly or indirectly disclose information concerning Lawful U.S. Process, Classified Information, or Sensitive Information to any third party, or officer, director, shareholder, employee, agent, or contractor of Arcapita, AIM, THC, or Cypress including those who serve in a supervisory, managerial or officer role with respect to the Security Officer, unless disclosure has been approved by prior written consent obtained from DHS, DOJ, and FBI, or there is an official need for disclosure of the information in order to fulfill an obligation consistent with the purpose for which the information is collected or maintained. Any such disclosure shall be in strict compliance with Section 3.8 of this Agreement.

3.13 Establishment of Security Committee of Cypress Board. Not later than ninety (90) days after the Effective Date, the Board of Directors of Cypress shall establish a Security Committee to oversee security matters within Cypress. The Security Committee shall be composed of 2 directors who are U.S. citizens; who shall already possess U.S. security clearances pursuant to Executive Order 12968, or who Cypress has a reasonable basis to believe are eligible to receive such clearances; and who satisfy the independent director requirements of the New York Stock Exchange, unless otherwise agreed by DOJ, DHS, and FBI. If a Security Director does not already possess a U.S. security clearance, he or she may nevertheless serve as Security Director, subject to DOJ, DHS, and FBI approval, or pursuant to an interim security clearance. Notice of the proposed appointment of a Security Director, along with appropriate identifying information, shall be provided in writing to DOJ, FBI, and DHS by Cypress. DOJ, FBI, and DHS shall have the opportunity to review and disapprove the proposed appointment of a Security Director within thirty (30) days of receiving notice of the proposed appointment (or such later timeframe as agreed to by the Parties). If DOJ, FBI or DHS objects to the appointment of an individual as Security Director within the 30-day or later agreed timeframe, the proposed appointment shall be withdrawn and a different candidate shall be proposed. DOJ, FBI or DHS may at any time request that a background investigation and/or security clearance process be completed for a Security Director. Cypress shall ensure that any Security Director cooperates fully with any background investigation or security clearance process, and will remove a Security Director who is determined pursuant to such investigation or process to be unsuitable by DOJ, FBI, or DHS. The Security Committee shall have ultimate authority over the establishment, oversight and evolution of policies, practices and procedures related to or materially affecting Cypress's compliance with its obligations under Articles 2, 3 and 5 of this Agreement. To perform its function, the Security Committee shall, among other things, receive reports from the Security Officer on Cypress's compliance with this Agreement, and also shall receive a summary of any report issued pursuant to this Agreement, including reports made in connection with audits conducted pursuant to Section 5.7 of this Agreement and the annual report on compliance issued pursuant to Section 5.11 of this Agreement.

3.14 Notice of Obligations. Cypress shall instruct all officers, directors, employees, contractors, and agents as to Cypress's obligations under this Agreement, including the individuals' duty to report any violation of this Agreement and the reporting requirements in

Sections 5.2, 5.4, 5.5, and 5.8 of this Agreement, and shall issue periodic reminders to them of such obligations.

3.15 Access to Classified or Sensitive Information. Nothing contained in this Agreement shall limit or affect the authority of the U.S. Government to deny, limit or revoke Cypress's access to Classified Information or Sensitive Information under the U.S. Government's jurisdiction.

3.16 Screening of Personnel. Within ninety (90) days after the Effective Date of the Agreement, Cypress shall implement a thorough screening process through the Security Officer or a reputable third party to ensure that all Cypress Employees are subjected to screening commensurate with their job positions and responsibilities and the potential risk posed to national security, law enforcement, and public safety as a result of their access to Domestic Communications, Domestic Communications Infrastructure, or Data Centers. In addition, individuals utilized by Cypress Contractors for the purpose of performing installation, maintenance, repair, and customer service functions on behalf of Cypress and have access to Domestic Communications, Domestic Communications Infrastructure, Data Centers, or the buildings, offices, and premises in which Cypress's customers are located shall be screened pursuant to the policies and procedures established under this Section 3.16 (such personnel are referred to as "Screened Contractor Personnel"). In general, stricter screening procedures may be applied to (1) all individuals who perform security functions; (2) individuals whose job positions and responsibilities enable them to access Domestic Communications, Data Centers, or Domestic Communications Infrastructure that enables those persons to monitor the content of Wire or Electronic Communications (including in electronic storage) or to access U.S. Hosting Data, Network Management Information, Transactional Data, Call Associated Data, or Subscriber Information; (3) individuals whose job positions and responsibilities result in their visiting customer premises or buildings or other facilities occupied by a Cypress customer; (4) individuals who have access to Sensitive Information; (5) Screened Contractor Personnel; and (6) other Cypress Employees mutually agreed to by the Parties. Cypress Employees, including those in these classifications, shall be considered "Screened Cypress Personnel."

(a) Cypress shall consult with the DHS, DOJ, and FBI on the screening procedures required under this Section. DHS, DOJ, and FBI shall take into consideration Cypress's current and proposed screening procedures in its determination of the required screening procedures. Screening procedures may specifically include a background and financial investigation and a criminal record check. Stricter screening procedures shall be consistent with the guidance to U.S. government agencies under Executive Order 10450. The Parties shall consult on whether it is appropriate to obtain security clearances for any positions not currently required to hold them that are assessed at the highest level of risk. The Parties shall consult on whether a financial credit check and criminal record check alone suffice for screening the categories of employees at the lowest level of risk.

(b) Cypress shall provide to DHS, DOJ, and FBI a list of categories of job positions subject to screening under this Section and a proposal for the level of screening Cypress recommends for each category. The Parties shall categorize the job positions according to the risk posed to national security by the level of access of such job positions to Domestic Communications, Data Centers, and Domestic

Communications Infrastructure and shall agree upon the level of screening necessary to satisfy this section for each category. Upon request, Cypress shall provide to the investigation services of DHS, DOJ, or FBI, or in the alternative, to the investigation service of the United States Office of Personnel Management ("OPM"), all the information it collects in its screening process of each candidate, including but not limited to the names, dates of birth, citizenship, addresses, and telephone numbers of all persons holding each position subject to the foregoing screening procedures. Current Cypress Employees in these positions and prospective candidates for these positions shall be informed, and shall consent, that the information collected during the screening process may be provided to the U.S. government. Current and newly hired Cypress Employees subject to stricter screening procedures will be required to sign a non-disclosure agreement approved in advance by DHS, DOJ, and FBI. If DHS, DOJ, or FBI so desires, it may on its own, or through OPM's investigation service, conduct further background checks for personnel subject to stricter screening procedures. Cypress will cooperate with any such further background checks.

(c) Cypress shall immediately notify the Security Committee whenever any Cypress Employee, prospective Cypress Employee, Contractor, or prospective Contractor is deemed unsuitable due to any information developed during the screening process. In the event that the Security Committee determines in its reasonable judgment that any Cypress Employee, prospective Cypress Employee, Contractor, or prospective Contractor presents a potential risk to national security, law enforcement, or public safety, the Security Committee will promptly notify DHS, DOJ, and FBI and, if such person is employed by Cypress, of the transfer, departure, or job modification of such Cypress Employee. Prospective Cypress Employees or prospective Contractors who are rejected by Cypress or by DHS, DOJ, or FBI under the screening requirements of this section will not be hired; Cypress Employees or Contractors who are rejected by Cypress or by DHS, DOJ, or FBI will be immediately removed from their positions, or otherwise have their duties immediately modified so that they are performing the functions of a job position for which they are deemed suitable under that job position's screening requirements.

(d) Cypress shall provide training to instruct Cypress Employees as to their obligations under the Agreement, the maintenance of their trustworthiness determination after screening, and any other requirements agreed upon. Cypress shall monitor on a regular basis the status of Cypress Employees, and shall remove any Cypress Employee who no longer meets the requirements pertaining to their job position and responsibilities.

(e) Cypress shall maintain records relating to the status of screened individuals, and shall provide these records, upon request, to DHS, DOJ, or FBI, or any auditor appointed under the terms of Section 5.7 below.

3.17 Composition of Board of Directors of Cypress and THC.

(a) All directors on the Boards of Directors of Cypress and THC shall be U.S. citizens. Except as provided in (b) or as otherwise agreed by DHS, DOJ, FBI and Treasury, there shall be five (5) Directors on each Board, and the majority of the Directors on each Board shall not be executives or employees with Arcapita, shareholders of Arcapita, or otherwise affiliated with Arcapita.

(b) The Board of Directors of Cypress at the time of closing the transactions described in the Merger Agreement shall consist of Bob Shingler, Stan Allen, and Charles Ogburn. The Board of Directors of THC at the time of closing the transactions described in the Merger Agreement shall consist of Bob Shingler, Stan Allen, and Charles Ogburn.

(c) Within ninety (90) days after the execution of this Agreement by all the Parties, Arcapita shall give written notice pursuant to Section 5.15 to DHS, DOJ, FBI, and Treasury of all five (5) nominees for Directors of Cypress and all five (5) nominees for Directors of THC. DHS, DOJ, FBI, and Treasury shall have 30 days from receipt of the notice (or such later timeframe as agreed to by the Parties) to review each nomination and provide Arcapita with any objection to a Director nominee. If DHS, DOJ, FBI or Treasury so desires, it may on its own, or through OPM's investigation service, conduct background checks for Director nominees. Arcapita shall cooperate with any such background checks. A nominee or appointee who is objected to by DHS, DOJ, FBI, or Treasury who does not pass the background check, will not be appointed or, if he or she has already been appointed, will be removed immediately as a Director. A nominee to whom DHS, DOJ, FBI, or Treasury does not object shall be promptly appointed to the Board for which the nominee was proposed and shall serve until replaced pursuant to Section 3.18.

This Section shall become effective upon the execution of this Agreement by all the Parties.

3.18 Changes in Composition of Board of Directors of THC or Cypress. In the event of the death, resignation, removal, or inability to act of any member of the Board of Directors of Cypress or of THC, Arcapita shall give prompt written notice pursuant to Section 5.15 to DHS, DOJ, FBI, and Treasury of the vacancy. Within ninety (90) days after the effective date of the departure of such Director, Arcapita shall notify DHS, DOJ, FBI, and Treasury of its nominee for the successor Director to fill the vacancy. DHS, DOJ, FBI, and Treasury shall have 30 days from receipt of the notice (or such later timeframe as agreed to by the Parties) to review the nomination and provide Arcapita with any objection to the Director nominee. If DHS, DOJ, FBI, or Treasury so desires, it may on its own, or through OPM's investigation service, conduct background checks for Director nominees. Arcapita shall cooperate with any such background checks. A nominee who is objected to by DHS, DOJ, FBI, or Treasury, or who does not pass the background check, will not be appointed. This Section shall become effective upon the execution of this Agreement by all the Parties.

3.19 Changes in Composition of Board of Directors of AIM. In the event of a proposed change in membership of the Board of Directors of AIM, Arcapita shall give prompt written notice pursuant to Section 5.15 to DHS, DOJ, FBI, and Treasury of the vacancy and of its

nomination of a successor Director to fill the vacancy. DHS, DOJ, FBI, and Treasury shall have 30 days from receipt of the notice to review the nomination and provide Arcapita with any objection to the Director nominee. If DHS, DOJ, FBI, or Treasury so desires, it may on its own, or through OPM's investigation service, conduct background checks for Director nominees. Arcapita shall cooperate with any such background checks. A nominee who is objected to by DHS, DOJ, FBI, or Treasury, or who does not pass the background check, will not be appointed. This Section shall become effective upon the execution of this Agreement by all the Parties.

3.20 Requirements For Non-Voting Stockholders. No Non-Voting Stockholder other than Jasmine Quadrilateral Investment Corporation, the Securities House K.S.C.C., or the Al-Jomaih Company Limited shall hold directly or indirectly five (5) percent or more of the equity interests in Cypress as calculated in accordance with the FCC's ownership attribution rules set forth in 47 C.F.R. § 63.09.

ARTICLE 4: DISPUTES

4.1 Informal Resolution. The Parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to the General Counsel of Cypress, the General Counsel of Arcapita, the President of THC, a Director of AIM, the General Counsel of FBI, the Assistant Attorney General for the Criminal Division of DOJ, the Assistant Secretary for Infrastructure Protection of DHS, the Assistant Secretary for International Affairs of Treasury, or their respective designees, unless DHS, DOJ, FBI, or Treasury believes that important national interests can be protected, or Cypress believes that paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 4.2. If, after meeting with higher authorized officials, any of the Parties determines that further negotiation would be fruitless, then that Party may resort to the remedies set forth in Section 4.2. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person or persons possessing the appropriate security clearances for the purpose of resolving that disagreement.

4.2 Enforcement of Agreement. Subject to Section 4.1 of this Agreement, if any of the Parties believes that any other party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Nothing in this Agreement shall limit or affect the right of a U.S. Government Authority to:

(a) require that the Party or Parties believed to have breached, or about to breach, this Agreement cure such breach within thirty (30) days, or whatever shorter time period is appropriate under the circumstances, upon receiving written notice of such breach; or

(b) request that the FCC modify, condition, revoke, cancel, or render null and void any license, permit, or other authorization granted or given by the FCC to Cypress, or request that the FCC impose any other appropriate sanction, including but not limited to a forfeiture or other monetary penalty, against Cypress; or

(c) seek civil sanctions for any violation by Arcapita, AIM, THC, Cypress, or their Affiliates of any U.S. law or regulation or term of this Agreement; or

(d) pursue criminal sanctions against Arcapita, AIM, THC, Cypress, or their Affiliates or any director, officer, employee, representative, or agent of Arcapita, AIM, THC, Cypress, or their Affiliates or against any other person or entity, for violations of the criminal laws of the United States; or

(e) seek suspension or debarment of Arcapita, AIM, THC, Cypress, or their Affiliates from eligibility for contracting with the U.S. Government.

4.3 Irreparable Injury. Arcapita, AIM, THC, and Cypress agree that the United States would suffer irreparable injury if for any reason Arcapita, AIM, THC, or Cypress failed to perform any of their material obligations under this Agreement, and that monetary relief would not be an adequate remedy. Accordingly, Arcapita, AIM, THC, and Cypress agree that, in seeking to enforce this Agreement, DHS, DOJ, FBI, and Treasury shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.

4.4 Waiver. The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of any Party to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver by any Party of any provision or right shall be valid unless it is in writing and signed by the Party.

4.5 Waiver of Immunity. Arcapita, for itself and for AIM, THC, and Cypress, agrees that, to the extent that it or any of its property (including FCC licenses and authorizations and intangible property) is or becomes entitled at any time to any immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement, from the jurisdiction of any competent court or the FCC, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself, AIM, THC, and Cypress and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by a U.S. federal, state or local Government Authority. Arcapita agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated by a U.S. federal, state or local Government Authority against Arcapita, AIM, THC or Cypress with respect to compliance with this Agreement.

4.6 Forum Selection. It is agreed by and between the Parties that a civil action among the Parties for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

4.7 Effectiveness of Article 4. This Article 4, and the obligations imposed and rights conferred herein, shall become effective upon the execution of this Agreement by all the Parties.

ARTICLE 5: AUDITING, REPORTING, NOTICE AND LIMITS

5.1 Filings re *de jure* or *de facto* control of Cypress. If Cypress makes any filing with the FCC or any other Government Authority relating to the *de facto* or *de jure* control of Cypress except for filings with the FCC for assignments or transfers of control that are *pro forma*, Cypress shall promptly provide to DHS, DOJ, FBI, and Treasury written notice and copies of such filing. This Section 5.1 shall become effective upon execution of this Agreement by all the Parties.

5.2 Change in Ownership or Control of AIM, Cypress, or THC; Refinancing of Acquisition by Arcapita. If any member of the senior management of Arcapita, AIM, THC, or Cypress (including senior officers and members of the Boards of Directors) acquires any information that reasonably indicates that (i) any foreign entity or individual, other than Arcapita or its Affiliates, has or will likely obtain an ownership interest (direct or indirect) in AIM, THC, or Cypress, as determined in accordance with 47 C.F.R. § 63.09, other than through the acquisition of an ownership interest in Arcapita; or (ii) if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or will likely otherwise gain either (1) Control or (2) *de facto* or *de jure* control of AIM, THC, or Cypress; or (iii) except for a syndication to Arcapita shareholders as described below, if Arcapita decides to syndicate equity or debt interests of any kind, whether non-voting or passive or otherwise, in Cypress or THC or in any other respect to refinance the acquisition of Cypress or THC post-closing which will likely result in equity or debt ownership of Cypress or THC by any foreign entity or individual (without regard to the percentage of direct or indirect ownership interest in Cypress or THC); then such senior manager shall promptly cause Cypress through its Security Officer to notify DHS, DOJ, FBI, and Treasury in writing within ten (10) calendar days. Notice under this Section 5.2 shall, at a minimum:

(a) Identify the entity or individual(s) (specifying the name, date of birth, citizenship, addresses, and telephone numbers of the entity or individual(s));

(b) Identify the beneficial owners of the increased or prospective increased interest in AIM, THC, or Cypress, by the entity or individual(s) (specifying the name, date of birth, citizenship, addresses, and telephone numbers of each beneficial owner); and

(c) Quantify the amount of ownership interest that the entity or individual(s) has or will likely obtain in AIM, THC, or Cypress and, if applicable, the basis for their prospective Control of AIM, THC, or Cypress.

DHS, DOJ, FBI, and Treasury have 30 days from receipt of the notice to review the proposed change in ownership and Control of AIM, Cypress or THC and provide Arcapita with any objection. Such change shall not occur if either DHS, DOJ, FBI, or Treasury objects. Notwithstanding the foregoing, Arcapita may arrange for the syndication of the non-voting interests in THC through the sale of interests in the Non-Voting Cayman Entities solely to the shareholders of Arcapita that exist as of the Effective Date without prior notification to DHS, DOJ, FBI, or Treasury. Not later than ten (10) calendar days after the completion of such syndication, the Security Officer will submit a report to DHS, DOJ, and FBI that provides the following information for each of the purchasers in such syndication:

(d) Identify the entity or individual(s) (specifying the name, date of birth, citizenship, addresses, and telephone numbers of the entity or individual(s)); and

(e) Quantify the amount of ownership interest that the entity or individual(s) has or will likely obtain in THC and, if applicable, the basis for their prospective Control of THC.

In addition, Arcapita will provide upon request from DHS, DOJ, FBI, or Treasury identifying information in its possession regarding the beneficial owners of the non-voting interests in THC.

5.3 Joint Ventures. In the event that Cypress enters into a joint venture under which the joint venture may provide Domestic Communications or transmission, switching, bridging, routing equipment (including software and upgrades), or other facilities used to provide, process, direct, control, supervise or manage Domestic Communications:

(a) A joint venture that Cypress Controls shall be considered an Affiliate of Cypress for purposes of this Agreement.

(b) A joint venture that Cypress does not Control shall be considered to be a Contractor for purposes of this Agreement.

5.4 Cypress Contracts. Cypress shall not enter into a Contract that affords the Contractor access to Sensitive Information. In any Contract, Cypress shall take all reasonable steps to ensure that the Contractor complies with the applicable terms of this Agreement (in addition to the control of Contractor access and screening of Contractor personnel responsibilities Cypress must undertake pursuant to Article 3). Such steps shall include the following:

(a) Cypress shall include written provisions in the Contract that require the Contractor to comply with all applicable terms of this Agreement or shall take other reasonable, good-faith measures to ensure that the Contractor is aware of, agrees to, and is bound to comply with all such terms.

(b) If the Contractor may perform any of the Contracted-for services outside the United States, or is identified after reasonable inquiry by Cypress as either Controlled by one or more foreign persons or combination of foreign persons under common Control,

or as having ten (10) percent or more of its voting equity held, directly or indirectly, by one or more foreign persons or combination of foreign persons under common Control, then:

(i) no later than 30 days before the Contract becomes effective, Cypress shall notify DHS in writing, identifying the name of the entity, describing the functions covered by this Agreement, and attaching a complete copy of the Contract; and

(ii) DHS will have 30 days from receipt of the notice to review and provide Cypress with any objection to the Contract, which shall be based on national security, law enforcement, or public safety grounds. If DHS objects in accordance with this Section, Cypress shall not proceed with execution or performance of the Contract.

(c) Neither Arcapita, AIM, THC, nor Cypress shall induce the Contractor to violate its obligations to Cypress related to this Agreement or to take any action that, if taken by Cypress, would violate this Agreement.

(d) If Arcapita, AIM, THC, or Cypress receives information that reasonably indicates that the Contractor or any of its employees or agents has taken an action that, had it been taken by Cypress, would violate a provision of this Agreement, or has violated its obligations to Cypress related to this Agreement, Cypress (1) will notify DHS, DOJ, FBI, and Treasury promptly, and (2) in consultation and cooperation with DHS, DOJ, FBI, and Treasury, will take reasonable steps necessary to rectify promptly the situation, including terminating the Contract (with or without notice and opportunity for cure) or initiating and pursuing litigation or other remedies at law and equity.

(e) Neither a Contract nor any provision of this Section 5.4 does nor shall it be construed to relieve Arcapita, AIM, THC or Cypress of any of its obligations under this Agreement.

5.5 Notice of Foreign Influence. If any member of the senior management of Arcapita, AIM, THC, or Cypress (including senior officers and members of the Board of Directors) acquires any information that reasonably indicates that any foreign government, any foreign government-controlled entity, or any foreign entity:

(a) plans to participate or has participated in any aspect of the day-to-day management of Cypress in such a way that interferes with or impedes the performance by Cypress of its duties and obligations under the terms of this Agreement, or interferes with or impedes the exercise by Cypress of its rights under the Agreement, or foreseeably concerns the obligations of Cypress under this Agreement, or

(b) plans to exercise or has exercised, as a direct or indirect shareholder of Cypress or its subsidiaries, any Control of Cypress in such a way that interferes with or impedes the performance by Cypress of its duties and obligations under the terms of this Agreement, or interferes with or impedes the exercise by Cypress of its

rights under the terms of this Agreement, or foreseeably concerns Cypress's obligations under this Agreement,

then such senior manager shall promptly notify the Security Officer who shall, in turn, promptly notify DHS, DOJ, and FBI in writing of the timing and the nature of the foreign government's or entity's plans or actions.

5.6 Non-retaliation. Cypress shall, by duly authorized action of its Board of Directors, adopt and distribute an official corporate policy that strictly prohibits Cypress from discriminating or taking any adverse action against any officer, director, employee, contractor, or agent because he or she has in good faith initiated or attempted to initiate a notice or report under Sections 5.2, 5.4, 5.5, or 5.8 of this Agreement, or has notified or attempted to notify the Security Officer to report information that he or she believes in good faith is required to be reported to DHS, DOJ, and FBI by the Security Officer under Sections 5.2, 5.4, 5.5, or 5.8 of this Agreement. Such corporate policy shall set forth in a clear and prominent manner the contact information for the Security Officer to whom such contacts may be made directly. Any violation by Cypress of any material term of such corporate policy shall constitute a breach of this Agreement.

5.7 Security Audit. On an annual basis, Cypress shall conduct an audit of its compliance with the terms of this Agreement, and shall furnish DHS, DOJ, FBI, and Treasury with a report in accordance with Section 5.11 of this Agreement. After the execution of this Agreement and at least three months prior to commencing an audit, Cypress shall provide DHS, DOJ, FBI, and Treasury with notice of the terms of the audit defining its scope and purpose, and the identity of the proposed auditor. DHS, DOJ, FBI, and Treasury shall have the right to review and approve these terms. If such Party or Parties disapproves the terms, then Cypress shall meet and confer with the Party or Parties involved and shall modify the terms before commencing the audit. Cypress shall ensure that the auditor has full and unimpeded corporate authority to conduct the audit without restriction or limitation by any officer, director, employee, Contractor or agent of Arcapita, AIM, THC, or Cypress. The terms defining the scope and purpose of the audit shall include, at a minimum, authority for the auditor to review and analyze: (1) Cypress policies and procedures designed to implement this Agreement; (2) all relevant information related to the configuration of the Cypress network; (3) all minutes of meetings held or actions taken by the Arcapita, AIM, THC, or Cypress Board of Directors or Committees of the Board in accordance with this Agreement; and (4) all Security Officer logs and records including records related to facility visits, personnel screening data, and any reports submitted in accordance with Section 5.8 of this Agreement. In addition, such terms shall include authority for the auditor to conduct a reasonable number of: (1) unannounced inspections of the Cypress facilities each year, (2) random testings of network firewalls, access points and other systems for potential vulnerabilities, and (3) confidential interviews of Arcapita, AIM, THC, and Cypress officers, directors, employees, contractors or agents concerning compliance with this Agreement. Upon request, if DHS, DOJ, FBI, or Treasury is dissatisfied with a report of audit provided by Cypress, DHS, DOJ, FBI, or Treasury may require that Cypress obtain a neutral third-party audit of Cypress's compliance with this Agreement. Upon request, Cypress shall provide DHS, DOJ, FBI, or Treasury with access to facilities, information, and personnel consistent with Sections 5.9 and 5.10 below in the event that DHS, DOJ, FBI, or Treasury wishes to conduct its own annual audit of Cypress's compliance with this Agreement.

5.8 Reporting of Incidents. Cypress shall report to DHS, DOJ, FBI, and Treasury any information acquired by Cypress or any of its officers, directors, employees, contractors or agents that reasonably indicates:

(a) a breach of this Agreement;

(b) access to or disclosure of Domestic Communications, or the conduct of Electronic Surveillance, in violation of federal, state or local law or regulation;

(c) access to or disclosure of CPNI or Subscriber Information in violation of federal, state or local law or regulation;

(d) improper access to or disclosure of Classified or Sensitive Information;

(e) unauthorized access/entry to customer or Cypress buildings, offices, non-public facilities, Data Centers, and/or Domestic Communications Infrastructure; or

(f) Cyber Attacks, as defined in this Agreement.

This report shall be made in writing by the Security Officer to DHS, DOJ, FBI, and Treasury no later than ten (10) calendar days after Cypress acquires information indicating a matter described in this Section. Cypress shall cooperate in investigating the matters described in this Section. Nothing in this provision shall be construed to obligate Cypress to report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction in the United States or to otherwise act unlawfully.

5.9 Access to Information and Facilities.

(a) DHS, DOJ, FBI, or Treasury may visit any part of Cypress's Domestic Communications Infrastructure, Data Centers, security offices, or corporate offices to conduct on-site reviews concerning the implementation of the terms of this Agreement, and Cypress will provide unimpeded access for such on-site reviews.

(b) Arcapita, AIM, THC, and Cypress, and their Affiliates, will voluntarily provide prompt and unimpeded access to and disclosure of all records and information concerning technical, physical, management, or other security measures, as needed by DHS, DOJ, FBI, or Treasury to verify compliance with the terms of this Agreement.

5.10 Access to Personnel. Upon reasonable notice from DHS, DOJ, FBI, or Treasury, Cypress shall make available for interview any officers or employees of Cypress and any contractors located in the United States, who are in a position to provide information to verify compliance with the terms of this Agreement.

5.11 Annual Report. On or before the last business day of January of each year after the Effective Date, the Chief Executive Officer or a designated senior corporate officer of Cypress shall submit to DHS, DOJ, FBI, and Treasury a report assessing Cypress's compliance with the terms of this Agreement for the preceding calendar year. The report shall include:

(a) a copy of all security audit reports compiled following an audit conducted pursuant to Section 5.7 of this Agreement;

(b) a copy of the policies and procedures adopted to comply with this Agreement;

(c) a summary of changes, if any, to the policies and procedures, and the reasons for those changes;

(d) a summary of any known acts of material noncompliance with the terms of this Agreement, whether inadvertent or intentional, with full disclosure of what steps have been or will be taken to prevent such acts from occurring in the future; and

(e) identification of any other issues that will or could affect the effectiveness of or compliance with this Agreement.

Cypress shall make available to the Security Officer in a timely fashion all information necessary to prepare the report required by this Section.

5.12 Information and Reports Concerning Network Architecture. If requested by DHS or FBI, Cypress shall provide to DHS or FBI the following information regarding the interconnections and control of the Domestic Communications Infrastructure:

(a) A description of the plans, processes and procedures, relating to network management operations, that prevent the Domestic Communications Infrastructure from being accessed or controlled from outside the United States.

(b) A description of the placement of the Network Operations Center and interconnection (for service offload or administrative activities) to other domestic and international carriers, ISPs and critical U.S. financial, energy, and transportation infrastructures.

(c) A description of Cypress's networks and operations processes, procedures for management control and relation to the backbone infrastructures of other service providers.

(d) A description of any unique or proprietary control mechanisms of Cypress as well as Cypress's operating and administrative software.

(e) A report of Network Management Information that includes an assurance that network performance satisfies FCC rules and reporting requirements.

Once information has been provided pursuant to this Section 5.12, Cypress shall promptly report any material changes, upgrades or modifications to the items described in (a)-(e) above, including the installation of critical equipment and software. For the purposes of this Section, critical equipment and software shall include: routers, switches, gateways, network security appliances, network management/test equipment, operating systems and network and security software (including new versions, patches, upgrades, and replacement software), and other hardware, software, or systems performing similar functions. Monitors, desktop computers,

desktop computer applications, disk drives, power supplies, printers, racks and the like are not "critical equipment or software" unless they perform functions similar to those of the items described in (a)-(e) above. Similarly, "material" shall refer to those changes, modifications and upgrades that alter network operating characteristics or architecture, and does not apply to spare parts replacement, the one-for-one swapping of identical equipment or the related re-loading of system software or backups; provided, however, that network security configuration and capabilities remain unchanged.

5.13 Information on Customers and Buildings.

(a) Within fourteen (14) days of execution of this Agreement by all the Parties, Cypress will provide to DHS and FBI, a list of all current customers, their billing addresses, and the addresses of any of their corresponding facilities containing Domestic Communications Infrastructure accessed or controlled by Cypress, it being understood and acknowledged by DHS, DOJ, and FBI that such customer information is submitted on the basis that it will be treated as confidential pursuant to 50 U.S.C. App. § 2170(c) and 31 C.F.R. § 800.702;

(b) Thereafter, not later than the fifteenth (15th) day following the end of each fiscal quarter (*i.e.*, April 15, July 15, October 15, and January 15), Cypress will provide to DHS and FBI a list of all customers added during the previous fiscal quarter, including such clients' billing addresses and the addresses of any of their corresponding facilities containing Domestic Communications Infrastructure accessed or controlled by Cypress;

(c) Annually, Cypress will include an updated version of the list required in (a) above in the annual report required by Section 5.11; and

(d) At any times, upon request of DHS or FBI, Cypress will provide:

(i) further information concerning the specific location of such Domestic Communications Infrastructure within its customer or customers' facility, and

(ii) a most recent list of current customers, their billing addresses, and the addresses of any of their corresponding facilities containing Domestic Communications Infrastructure accessed or controlled by Cypress.

5.14 Information to Cypress Customers Upon Transfer of Control of Cypress to THC. Within thirty (30) days of the transfer of control of Cypress to THC, Cypress shall provide notice to all of its current customers regarding the transaction, including the name of the holding company (THC) and Arcapita.

5.15 Notices. Effective upon execution of this Agreement by all the Parties, all notices and other communications relating to this Agreement, such as a proposed modification, shall be in writing and shall be deemed to have been duly given or made as of the date of receipt and shall be sent by electronic mail (if provided below, or in a subsequent notice) to the extent provided below and by one of the following means: (a) delivered personally, (b) sent by facsimile, (c) sent by documented overnight courier service, or (d) sent by registered or certified mail, postage

prepaid, addressed to the Parties' designated representatives at the addresses shown below, unless provided otherwise in this Agreement; provided, however, that upon written notification to the Parties, a Party may unilaterally amend or modify its designated representative information, notwithstanding any provision to the contrary in Section 8.6 of this Agreement:

Department of Justice
Assistant Attorney General
Criminal Division
Main Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530

Department of Homeland Security
Washington, D.C. 20528
Attn: Assistant Secretary for Infrastructure Protection
ip-cfius@hq.dhs.gov

Federal Bureau of Investigation
General Counsel
935 Pennsylvania Avenue, NW
Washington, DC 20535

Federal Bureau of Investigation
The Assistant Director
National Security Division
935 Pennsylvania Avenue, NW
Washington, DC 20535

U.S. Department of the Treasury
Director, Office of International Investment, and
Staff Chair, Committee on Foreign Investment In The United States
15th and Pennsylvania Avenue, NW
Washington, D.C. 20020
cfius@do.treas.gov

If to Cypress:

Chief Executive Officer
Cypress Communications Holding Co., Inc.
15 Piedmont Center, Suite 100
3575 Piedmont Road
Atlanta, GA 30305

With copy to:
Paul O. Gagnier
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW
Suite 300
Washington, D.C. 20007
Tel: 202-424-7500
Fax: 202-295-8478
pogagnier@swidlaw.com

If to Arcapita, AIM, or THC:

Henry A. Thompson
Executive Director and General Counsel
Arcapita Bank, B.S.C.(c)
Director
Arcapita Investment Management Limited
P.O. Box 1406
Manama, Bahrain

Charles H. Ogburn
President
TechInvest Holding Company, Inc.
c/o Arcapita Inc.
75 Fourteenth Street, 24th Floor
Atlanta, GA 30309

With copy to:

Joan M. Griffin, Esq.
Kelley Drye & Warren LLP
8000 Towers Crescent Drive
Suite 1200
Vienna, VA 22182
Tel: 703-918-2300
Fax: 703-918-2450
jgriffin@kelleydrye.com

This Section shall become effective upon the execution of this Agreement by all the Parties.

5.16 Exercise of Call Option. The Call Option may be exercised with respect to the voting common stock of THC held by a Voting Stockholder only for the following reasons:

(a) the commission of acts of gross negligence or willful misconduct by such Voting Stockholder that, if pursued, would cause irreparable injury to the legitimate economic interests of Arcapita, THC, or Cypress; or

(b) as legally necessary to accomplish a sale of, or termination of Arcapita's Control over, Cypress; or

(c) if such Voting Stockholder ceases to be an employee of Arcapita or its Affiliates or otherwise becomes disassociated from Arcapita.

If AIM exercises the Call Option pursuant to (a) or (c) above, AIM will distribute the called voting common stock on a *pro rata* basis to the remaining Voting Stockholders within 90 days after the date of the exercise of the Call Option; provided, however, that in the event that no Voting Stockholders remain following the last exercise of the Call Option, AIM will distribute the called voting common stock to a U.S. corporate trustee that is an affiliate of a U.S. bank with assets in excess of $ 100 billion (the "Bank Trustee"); provided further, however, that AIM may distribute the called voting common stock to a new U.S. citizen with the prior written consent of DHS, DOJ, FBI, and Treasury.

AIM must notify DHS, DOJ, FBI, and Treasury (1) no later than 30 days prior to the proposed date of exercise of the Call Option pursuant to (b) above, or (2) no later than seven (7) days following the exercise of the Call Option pursuant to (a) or (c) above. Such notice shall include a detailed description of the facts and circumstances justifying the exercise of the Call Option and, if applicable, the name of and contact information for the Bank Trustee, with reference to the reasons set forth in this Section 5.16. Arcapita shall promptly replace the Bank Trustee in the event DHS, DOJ, FBI, or Treasury advise Arcapita that Arcapita's chosen Bank Trustee is not acceptable.

5.17 Audit for compliance with OFAC List. Within 30 days following completion of the sale of shares in the Non-Voting Cayman Entities to the Non-Voting Stockholders, Cypress or THC will provide to DHS, DOJ, FBI, and Treasury a certificate prepared by Ernst & Young or other similar third-party auditor certifying that none of the names of the Non-Voting Stockholders appear on the OFAC List.

5.18 Compliance Assurance. Arcapita and THC will take all steps necessary to ensure that AIM and Cypress comply with the terms of this Agreement.

ARTICLE 6: CONFIDENTIALITY; USE OF INFORMATION

6.1 Confidentiality. DHS, DOJ, FBI, and Treasury shall fully comply with their confidentiality obligations under 50 App. U.S.C. § 2170(c) and 31 C.F.R. § 800.702. DHS, DOJ, FBI, and Treasury acknowledge that any information submitted by Arcapita, THC, AIM, or Cypress pursuant to the terms of this Agreement is subject to the confidentiality obligations imposed on them under 50 App. U.S.C. § 2170(c) and 31 C.F.R. § 800.702.

6.2 Use of Information for U.S. Government Purposes. Nothing in this Agreement shall prevent DHS, DOJ, FBI, or Treasury from lawfully disseminating information as appropriate to seek enforcement of this Agreement, or from lawfully sharing information as appropriate with other federal, state, or local Government Authorities to protect public safety, law enforcement, or national security interests.

ARTICLE 7: FCC CONDITION AND CFIUS

7.1 FCC Approval. Upon the execution of this Agreement by all the Parties, DHS, DOJ, and FBI shall promptly notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto (the "Condition to FCC Authorization"), DHS, DOJ, and FBI have no objection to the FCC's grant of the FCC Application. This Section is effective upon execution of this Agreement by all the Parties.

7.2 Future Applications. Arcapita, AIM, THC and Cypress agree that in any application or petition by Arcapita, THC or Cypress to the FCC for licensing or other authority filed with or granted by the FCC after the execution of this Agreement, except with respect to *pro forma* assignments or *pro forma* transfers of control, Arcapita, AIM, THC or Cypress shall request that the FCC condition the grant of such licensing or other authority on compliance with the terms of this Agreement. Notwithstanding Section 8.9, DHS, DOJ, FBI, and Treasury reserve the right to object, formally or informally, to the grant of any other FCC application or petition of Cypress or its Affiliates for a license or other authorization under Titles II and III of the Communications Act of 1934, as amended, and to seek additional or different terms that would, consistent with the public interest, address any threat to their ability to enforce the laws, preserve the national security and protect the public safety raised by the transactions underlying such applications or petitions. This Section is effective upon execution of this Agreement by all the Parties.

7.3. CFIUS. Upon execution of this Agreement, DHS, DOJ, FBI, or Treasury shall not object to termination of review of the proposed acquisition of Cypress under Exon-Florio. For the avoidance of doubt, nothing in this Agreement shall expand, limit, or otherwise affect in any way the rights and remedies available to DHS, DOJ, FBI, or Treasury under Section 721 of the Defense Production Act of 1950 as amended, codified at 50 U.S.C. App. 2170, or 31 C.F.R. Part 800. This Section is effective upon execution of this Agreement by all the Parties.

ARTICLE 8: OTHER

8.1 Right to Make and Perform Agreement. Arcapita, AIM, THC, and Cypress each represents that it has and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform its obligations hereunder and that this Agreement is a legal, valid, and binding obligation of Arcapita, AIM, THC and Cypress, enforceable in accordance with its terms.

8.2 Headings. The Article and Section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the terms of this Agreement.

8.3 Other Laws. Nothing in this Agreement is intended to limit or constitute a waiver of (a) any obligation imposed by any U.S. federal, state or local laws on Arcapita, AIM, THC, or Cypress, (b) any enforcement authority available under any U.S. or state laws, (c) the sovereign immunity of the United States, or (d) any authority the U.S. government may possess over the activities or facilities of Cypress located within or outside the United States (including authority pursuant to the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706).

Nothing in this Agreement is intended to or is to be interpreted to require the Parties to violate any applicable U.S. law.

8.4 Statutory References. All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.

8.5 Non-Parties. Nothing in this Agreement is intended to confer or does confer any rights on any person other than the Parties and any Government Authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.

8.6 Modifications. This Agreement may only be modified by written agreement signed by all of the Parties. DHS, DOJ, FBI, and Treasury agree to consider promptly and in good faith possible modifications to this Agreement if Arcapita, AIM, THC, or Cypress believes that the obligations imposed on Arcapita, AIM, THC, or Cypress under this Agreement are substantially more restrictive than those imposed on other U.S. and foreign licensed service providers or entities in like circumstances in order to protect U.S. national security, law enforcement, and public safety concerns. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.

8.7 Severability. The provisions of this Agreement shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid by a court of competent jurisdiction, it shall not affect any other provision of this Agreement or the application of any provision thereof.

8.8 Changes in Circumstances for Arcapita, AIM, THC, or Cypress. DHS, DOJ, FBI, and Treasury agree to negotiate in good faith and promptly with respect to any request by Arcapita, AIM, THC, or Cypress for relief from application of specific provisions of this Agreement if those provisions become unduly burdensome or have an adverse affect on Cypress's competitive position.

8.9 Changes in Circumstances for DHS, DOJ, FBI, or Treasury. If after the date that all the Parties have executed this Agreement, DHS, DOJ, FBI, or Treasury finds that the terms of this Agreement are inadequate to address national security, law enforcement, or public safety concerns, then Arcapita, AIM, THC, and Cypress will negotiate in good faith to modify this Agreement to address those concerns.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall together constitute one and the same instrument.

8.11 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall also be binding on all subsidiaries, divisions, departments, branches, and other components or agents of Cypress, and on all Affiliates of Cypress (individually, a "Covered Cypress Entity," and collectively, "Covered Cypress Entities"). In addition, Section 3.20 shall inure to the benefit of the respective successors and assigns of Jasmine Quadrilateral Investment Corporation, the Securities House K.S.C.C., and Al-Jomaih Company Limited.

8.12 Effectiveness of Article 8. This Article 8, and the obligations imposed and rights conferred herein, shall be effective upon the execution of this Agreement by all the Parties.

8.13 Effectiveness of Agreement. Except as otherwise specifically provided in the provisions of this Agreement, the obligations imposed and rights conferred by this Agreement shall take effect upon the Effective Date.

8.14. Termination of Agreement. If the Merger Agreement is terminated prior to the Effective Date, Cypress shall promptly provide written notification of such termination to DHS, DOJ, FBI, and Treasury, and upon receipt of such written notice, this Agreement shall automatically terminate.

8.15 Suspension of Agreement and Obligations Hereunder. This Agreement shall be suspended upon thirty (30) days notice to DHS, DOJ, FBI, and Treasury that neither Cypress nor its Affiliates, nor any transferee or assignee of the FCC licenses or authorizations held by Cypress in which Arcapita or its Affiliates have a direct or indirect ownership interest, provides Domestic Communications or Hosting Services in the United States or to U.S. Hosting Services Customers, unless DHS, DOJ, FBI, or Treasury, within that 30-day period, seek additional information or object to the suspension.

8.16 Termination of Agreement If No Foreign Ownership. This Agreement shall be terminated in its entirety upon the written determination of DHS, DOJ, FBI, and Treasury, made within a reasonable time following receipt of notice from Cypress, that Arcapita, AIM, THC, and Cypress have provided notice and reasonably satisfactory documentation that no foreign entity or combination of foreign entities (including one or more persons under common Control) either Controls Cypress or holds, directly or indirectly, a ten (10) percent or greater interest in Cypress. This Agreement shall not be terminated if DHS, DOJ, FBI, and Treasury notify Arcapita, AIM, THC, and Cypress, within a reasonable time following receipt of notice from Arcapita, AIM, THC, and Cypress, that this Agreement shall not be terminated in order to protect U.S. national security, law enforcement, and public safety concerns related to Cypress. If this Agreement is not terminated pursuant to this provision, DHS, DOJ, FBI, and Treasury agree to consider promptly and in good faith possible modifications to this Agreement due to potential changed circumstances. Notwithstanding anything to the contrary in this Section, this Agreement shall remain in effect with respect to Arcapita, AIM, THC, and Cypress for so long as (and the obligations of those parties shall not be terminated and any suspension of the obligations of those parties shall terminate if) Arcapita or AIM either Controls Cypress or at any time holds or is a party to an agreement to hold, directly or indirectly, a ten (10) percent or greater interest in Cypress or any transferee or assignee of the FCC licenses or authorizations held by Cypress. This Agreement shall terminate as it relates to Arcapita and AIM upon a written determination of DHS, DOJ, FBI, and Treasury, made within a reasonable time following receipt of notice from Cypress, that Arcapita and AIM have disposed of any interest (direct or indirect) in Cypress and that neither Arcapita nor AIM holds, directly or indirectly, any interest in any entity that provides Domestic Communications or Hosting Services.

8.17 Notice of Additional Services. Arcapita, THC or Cypress shall provide a minimum of thirty (30) days advanced notice to DHS, DOJ, FBI, and Treasury in the event that Arcapita, THC or Cypress or any Affiliate changes or intends to change the present plans set forth in the

recitals to this Agreement such that the representations made therein are no longer fully accurate, true and complete. In no event will such notice relieve any Party to this Agreement of obligations under this Agreement or be construed as a waiver of any Party's rights under this Agreement.

This Agreement is executed on behalf of the Parties:

Cypress Communications Holding Company, Inc.

Date: 6/17/05

By: _____

Printed Name: Gregory P. McGraw

Title: President & Chief Executive Officer

TechInvest Holding Company, Inc.

Date: 6/17/05

By: Charles H Ogburn

Printed Name: Charles H. Ogburn

Title: President

Arcapita Bank, B.S.C.(c)

Date:_____

By:_____

Printed Name:

Title:

Arcapita Investment Management Limited

Date:_____

By:_____

Printed Name:

Title:

TechInvest Holding Company. Inc.

Date:_____

By:_____
Printed Name: Charles H. Ogburn
Title: President

Arcapita Bank, B.S.C.(c)

Date: 6/17/05

By:_____
Printed Name: Henry A. Thompson
Title: Executive Director and General Counsel

Arcapita Investment Management Limited

Date: 6/17/05

By:_____
Printed Name: Henry A. Thompson
Title: Director

Federal Bureau of Investigation

Date:_____ By:_____
Printed Name: Patrick W. Kelley
Title: Deputy General Counsel

United States Department of Homeland Security

Date:_____ By:_____
Printed Name: Michael P. Jackson
Title: Deputy Secretary

United States Department of Justice

Date:_____ By:_____
Printed Name: Laura H. Parsky
Title: Deputy Assistant Attorney General, Criminal Division

United States Department of the Treasury

Date:_____ By:_____
Printed Name: Randal K. Quarles
Title: Acting Under Secretary for International Affairs

Federal Bureau of Investigation

Date:_____

By:_____
Printed Name: Patrick W. Kelley
Title: Deputy General Counsel

United States Department of Homeland Security

Date: 6-17-05

By: Michael Jackson
Printed Name: Michael P. Jackson
Title: Deputy Secretary

United States Department of Justice

Date:_____

By:_____
Printed Name: Laura H. Parsky
Title: Deputy Assistant Attorney General, Criminal Division

United States Department of the Treasury

Date:_____

By:_____
Printed Name: Randal K. Quarles
Title: Acting Under Secretary for International Affairs

Federal Bureau of Investigation

Date:_____

By:_____
Printed Name: Patrick W. Kelley
Title: Deputy General Counsel

United States Department of Homeland Security

Date:_____

By:_____
Printed Name: Michael P. Jackson
Title: Deputy Secretary

United States Department of Justice

Date: 6/17/05

By: Laura H. Parsky
Printed Name: Laura H. Parsky
Title: Deputy Assistant Attorney General, Criminal Division

United States Department of the Treasury

Date:_____

By:_____
Printed Name: Randal K. Quarles
Title: Acting Under Secretary for International Affairs

Federal Bureau of Investigation

Date:_____

By:_____
Printed Name: Patrick W. Kelley
Title: Deputy General Counsel

United States Department of Homeland Security

Date:_____

By:_____
Printed Name: Michael P. Jackson
Title: Deputy Secretary

United States Department of Justice

Date:_____

By:_____
Printed Name: Laura H. Parsky
Title: Deputy Assistant Attorney General, Criminal Division

United States Department of the Treasury

Date: 6-17-05

By: _____
Printed Name: Randal K. Quarles
Title: Acting Under Secretary for International Affairs

EXHIBIT A
CONDITION TO FCC AUTHORIZATION

IT IS FURTHER ORDERED, that this authorization and any licenses transferred thereunder are subject to compliance with the provisions of the Agreement between Cypress Communications Holding Company, Inc. ("Cypress"); TechInvest Holding Company, Inc. ("THC"); Arcapita Investment Management Limited ("AIM"); and Arcapita Bank B.S.C.(c) ("Arcapita"), on the one hand; and the Department of Justice ("DOJ"), including the Federal Bureau of Investigation ("FBI"); the Department of Homeland Security ("DHS"); and the Department of the Treasury ("Treasury"), on the other, dated _____, 2005, which Agreement is designed to address national security, law enforcement, and public safety concerns regarding the authority granted herein. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c)(1) and the FCC's implementing regulations.

Exhibit B

Cypress Office Locations

Admin Lease Summary

City	Street Address	Building Name	Cypress Customer Location
Atlanta, GA (Headquarters)	3565 & 3575 Piedmont	Piedmont Center	Yes
Norcross, GA	1555 Oakbrook Drive	1555 Oakbrook	Yes
Carmel, IN	111 Congressional	111 Congressional	Yes
Newport Beach,CA	3300 Irvine Avenue	3300 Irvine	Yes
New Orleans, LA	1100 Poydras St	Energy Center	Yes
San Francisco, CA	Three Embarcadero	The Embarcadero	Yes
Phoenix, AZ	2425 E. Camelback Rd	Esplanade II	Yes
Vienna, VA	8230 Old Courthouse Road	8230 Old Courthouse	No
Birmingham, AL	One Independence Drive	Independence Plaza	Yes
Boston, MA	160 Federal Street	160 Federal	No
Boston, MA	15 Broad Street	15 Broad	No
Chicago, IL	33 N. LaSalle	33 N. LaSalle	Yes
Tampa, FL	101 E. Kennedy Blvd.	Bank of America Plaza	Yes
Irving, TX	222 W. Las Colinas Blvd	Millennium Center	Yes
Dallas, TX	5420 LBJ Frwy.	Two Linclon Centre	Yes
Houston, TX	1 Riverway	One Riverway	Yes
Stamford, CT	1 Station Place	One Station Place	Yes
Hartford, CT	185 Aslylum Street	City Place I	Yes
Santa, Monica, CA	2425 Olympic Blvd.	The Water Garden	Yes
Los Angeles, CA	1900 Avenue of the Stars	1900 Avenue of the Stars	Yes
Miramar, FL	11350 Interchange Circle	Miramar FlexSpace II	Yes
Bloomington, MN	3800 West 80th Street	Northland Plaza	Yes
Nashville, TN	424 Church Street	Third National	Yes
Philadelphia, PA	1650 Market Street	One Liberty Place	Yes
Pittsburgh, PA	603 Stanwix Street	Gateway Center	Yes
Bellevue, WA	500 108th Avenue N.E.	City Center	Yes
Seattle, WA	1501 4th Avenue	Century Square	Yes