

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
Wingcast, LLC	10/16/2000

RECEIVING PARTY DATA

Name:	Qualcomm Incorporated
Street Address:	5775 Morehouse Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	6487494
Patent Number:	6591168
Patent Number:	6671617
Patent Number:	6691026
Patent Number:	6748244
Patent Number:	6885735
Patent Number:	7092816
Patent Number:	7164922
Patent Number:	7236777
Patent Number:	7330786
Patent Number:	7392191
Patent Number:	7406421
Patent Number:	7472075
Patent Number:	7551994
Patent Number:	7634064

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Patent Number:	7769143
Patent Number:	7801731
Patent Number:	7877088
Patent Number:	7912512
Patent Number:	7925432
Patent Number:	7962149
Patent Number:	8027672
Patent Number:	8027787
Patent Number:	8121639
Patent Number:	8121781
Patent Number:	8160930

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Total Attachments: 91
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WINGCAST, LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of October 16, 2000

among

FORD MOTOR COMPANY,

QUALCOMM INCORPORATED

and

CARTELL, LLC

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Exhibits

- Exhibit A: Definitions
- Exhibit B: Powers and Responsibilities of the Officers of the Company
- Exhibit C: Ford Line of Credit

Schedules

- Schedule I: Members, Initial Capital Contributions, and Initial Membership Interests
- Schedule II: Ford Preexisting Mobile Consumer Services Purchasing Commitments
- Schedule III: List of Countries in which CDMA is widely available as of the Effective Date

WINGCAST, LLC
(a Delaware Limited Liability Company)

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into as of October 16, 2000 (the "Effective Date") by and among Ford Motor Company, a Delaware corporation ("Ford"), Qualcomm Incorporated, a Delaware corporation ("Qualcomm"), Cartell, LLC, a Michigan limited liability company ("Cartell") and any other Person who shall hereafter execute this Agreement as a Member of Wingcast, LLC (the "Company") (Ford, Qualcomm, Cartell and any such other Person being herein referred to individually as a "Member" and collectively as the "Members").

BACKGROUND

WHEREAS, Ford, Qualcomm and Cartell have entered into this Agreement for the formation of the Company pursuant to this Agreement for purposes of designing, developing, and delivering Mobile Consumer Services (as defined in Exhibit A hereto) to individuals, vehicle fleets and others;

WHEREAS, there has heretofore been filed a Certificate of Formation with the Secretary of State of the State of Delaware to organize the Company under and pursuant to the Act;

WHEREAS, upon the terms and subject to the conditions set forth herein, each of Ford, Qualcomm and Cartell is concurrently with the execution of this Agreement acquiring certain Membership Interests in the Company; and

WHEREAS, in accordance with the Act, each of the Company and the Members desire to enter into this Agreement to set forth the respective rights, powers and interests of the Members with respect to the Company and their respective Membership Interests therein, and to provide for the management of the business and operations of the Company;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS

ARTICLE I
DEFINITIONS; INTERPRETATION

1.1. **Definitions.** In this Agreement, unless otherwise specifically stated, the capitalized terms used herein shall have the respective meanings specified or referred to in Exhibit A to this Agreement, which is incorporated by reference herein. Each agreement referred to in such Exhibit A shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and hereof.

1.2. **Interpretation.** Each definition used in this Agreement includes the singular and the plural, and reference to the neuter gender includes the masculine and feminine where appropriate. Reference to any Requirements of Law means such Requirements of Law as amended as of the time of determination. The headings to the Articles and Sections are for convenience of reference and shall not affect the meaning or interpretation of this Agreement. Except as otherwise stated, reference to Articles, Sections, Exhibits and Schedules means the Articles, Sections, Exhibits and Schedules of this Agreement. The Exhibits and Schedules referred to throughout this Agreement are hereby incorporated by reference into, and shall be deemed a part of, this Agreement, provided that no Exhibit that consists of a form of agreement or instrument shall be deemed to become effective until executed and delivered by the applicable parties. Unless the context clearly indicates otherwise, the word "including" when used in this Agreement means "including but not limited to," the word "include" means "include, without limitation," and the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

ARTICLE II ORGANIZATION

2.1. **Formation.** The Company has been organized as a Delaware limited liability company under and pursuant to the Act by the filing of a Certificate of Formation with the Office of the Secretary of State of Delaware as required by the Act. The parties hereto agree that the rights, duties and liabilities of the Members and any additional or substitute Member admitted in accordance with the terms hereof shall be as provided in the Act, except as otherwise provided herein.

2.2. **Name.** The name of the Company is Wingcast, LLC. To the extent permitted by the Act, the Company may conduct its business under one or more assumed names deemed advisable by the Board of Directors.

2.3. **Limited Purpose.** The purpose of the Company is the design, development, delivery and service/support of Mobile Consumer Services to individuals, vehicle fleets and others, and to engage in any activity and/or business related thereto for which limited liability companies may be formed under the Act (including the performance of the Ancillary Agreements). Subject to the limitations set forth in this Agreement, the Company shall have all necessary powers, including those granted by the Act, to effect any of the purposes for which it is formed, as set forth in the previous sentence.

2.4. **Duration.** The Company shall continue in existence in perpetuity or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

2.5. Registered Office and Agent; Principal Office.

(a) The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the initial registered office named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Board of Directors may designate from time to time in the manner provided by the Act.

(b) The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Board of Directors may designate in the manner provided by the Act.

(c) The principal office of the Company shall be in San Diego County, California or at such other place as the Board of Directors may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records at its principal office for inspection as required by the Act. The Company may have such other offices as the Board of Directors may designate from time to time provided that the principal engineering and design functions of the Company will be located in San Diego County, California and the Company will have an engineering office located in the Detroit, Michigan metropolitan area.

2.6. Qualification in Other Jurisdictions. The Company is authorized to qualify to do business in jurisdictions other than the State of Delaware.

2.7. No State-Law Partnership. It is the intent of the Members that the Company shall be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes, and no Member shall take any action inconsistent with such intent. In this regard, the Members shall make a good faith effort to exercise all measures reasonably necessary to ensure that the Company is characterized as a partnership for federal and state income tax purposes, either by means of an affirmative election, or as a result of the applicable default provisions pursuant to the regulations under Sections 301.7701-1, -2 and -3 of the Treasury Regulations relating to entity classifications (the "check-the-box" regulations). No provisions of this Agreement (including the provisions of Article VIII) shall be deemed or construed to constitute the Company a partnership (including a limited partnership) or joint venture, or any Member or Director, or Affiliate of a Member or Director, a partner or joint venturer of or with any other Member or Director or Affiliate of a Member or Director, for any purposes other than federal and state income tax purposes.

2.8. No Implied Duties as Members. Except as specifically set forth in this Agreement, any Member may take any vote as a Member pursuant to the terms of this Agreement, or refrain from voting for or against any action as a Member of the Company, in its sole and absolute discretion, considering such factors as it desires, including its own interest and the interest of the Company.

ARTICLE III MEMBERS

3.1. Initial Members. The initial Members of the Company are Ford, Qualcomm and Cartell (the "Initial Members"). As of the Effective Date, there are no other Members of the Company and no other Person has any right to take part in the ownership of the Company.

3.2. Admission of Additional Members.

(a) Additional Members of the Company may only be added if the proposed additional Member is either (x) a transferee of an existing Member (a "Transferee Member") and the admission of such Transferee Member was either expressly permitted by the provisions of Sections 6.1(a), 6.1(b) or 6.3, or (y) a new Member making a Capital Contribution to the Company in connection with its admission to the Company (an "Additional Equity Member") whose admission was either expressly permitted by the provisions of Article X or was approved prior to admission in accordance with Section 3.2(b); provided, that such proposed additional Member, in the form of either a Transferee Member or an Additional Equity Member, shall, as a condition precedent to its admission, have executed a counterpart of, or an agreement adopting, this Agreement and such Ancillary Agreements or other related agreements as may be required by this Agreement or any Ancillary Agreement or otherwise reasonably specified by the Company and in a form reasonably satisfactory to the Company.

(b) Subject to the provisions of this Section 3.2(b), Section 3.2(c), Section 8.4(a)(iv), Section 8.4(d)(ii), and Article X, the Company may admit any Additional Equity Member by a Majority Vote of the Members on such terms and conditions as may be approved by a Majority Vote of the Members subject to the following:

- (i) Prior to the Company's Initial Public Offering, upon the admission of one or more Major OEMs as a Member, the Company will issue additional Membership Interests in the Company to such Major OEM and then existing Members other than Ford and any previously admitted Major OEM, so that only Ford's Membership Interest in the Company and any previously admitted Major OEM's Membership Interest in the Company will be diluted (pro-rata based on each of Ford's and such Major OEM's Membership Interest) upon the admission of a Major OEM as an Additional Equity Member and the then existing Members other than Ford and any previously admitted Major OEM shall retain their same percentage Membership Interest as in effect immediately prior to the admission of a Major OEM as an Additional Equity Member. As a condition of admittance as an Additional Equity Member, the Major OEM shall agree to substantially the same supply arrangements as Ford as set forth in Section 15.1 and Section 15.2.
- (ii) On or before the earlier to occur of: (a) the consummation of the Company's Initial Public Offering or (b) thirty (30) months from the date of this Agreement, with the prior written consent of Ford and any Major OEM who is admitted as an Additional Equity Member, and after consultation with Qualcomm in the case of any Additional Technology Partner (provided Qualcomm shall not have a right to

veto any such admission), the Company will, upon the written request of Ford and any Major OEM who is admitted as an Additional Equity Member, issue additional Membership Interests in the Company of up to five (5) percent to each of (i) an Additional Technology Partner(s) designated by Ford and any Major OEM who is admitted as an Additional Equity Member, and (ii) a Content/Service Provider(s) designated by Ford and any Major OEM who is admitted as an Additional Equity Member. Upon the admission of any such Additional Technology Partner(s) and/or Content/Service Provider(s), the Company will issue additional Membership Interests in the Company to Members other than Ford and any previously admitted Major OEM, so that only Ford's and any Major OEM's, who is admitted as an Additional Equity Member, Membership Interest in the Company will be diluted (pro-rata based on each of Ford's and such Major OEM's Membership Interests) upon the admission of such Additional Technology Partner(s) and/or Content/Service Provider(s) as an Additional Equity Member and the then existing Members other than Ford and any previously admitted Major OEM shall retain their same percentage Membership Interest as in effect immediately prior to the admission of such Additional Technology Partner(s) and/or Content/Service Provider(s) as an Additional Equity Member.

(iii) Any issuances of new Membership Interests, other than as described in Section 3.2(b)(i) and Section 3.2(b)(ii) (and in the case of Section 3.2(b)(ii), issued to any Additional Technology Partner(s) or Content/Service Provider(s) outside the time periods indicated therein or in amounts in the aggregate for each of an Additional Technology Partner(s) or Content/Service Provider(s) in excess of five percent (5%) (but only with respect to such amount in excess of five percent (5%)), shall dilute all Members pro-rata based on their respective Membership Interests.

(c) Until the earlier to occur of: (i) the consummation of the Company's Initial Public Offering or (ii) two (2) years from the Effective Date, the Company will not issue any Membership Interests to any Additional Equity Member in exchange for consideration (cash and/or non-cash) having a pro rata value of less than \$13,400,000 for each 1% Membership Interest to be issued, provided that this restriction shall not apply to (a) Membership Interests issued in accordance with Article X or (b) Membership Interests issued to any Major OEM.

3.3. Authority; Liability to Third Parties. Except as otherwise provided herein, and notwithstanding Section 18-402 of the Act, no Member has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any liability or make any expenditures on behalf of the Company. Unless otherwise agreed to by a Member in accordance with the provisions of Section 18-303(b) of the Act, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.

**ARTICLE IV
CAPITAL CONTRIBUTIONS; INITIAL MEMBERSHIP INTERESTS AND;
CAPITAL ACCOUNTS**

4.1. Initial Capital Contributions.

(a) Ford is obligated to contribute to the initial capital of the Company the cash set forth as Ford's Initial Capital Contribution on Schedule I. Ford shall make such Initial Capital Contribution (x) on the Effective Date, for \$5,000,000 in cash and (y) when and as requested by the affirmative vote or consent of a majority of the Directors, for the remaining \$45,000,000 in cash of its Initial Capital Contribution. Ford may contribute any Contributed Property after the Effective Date to offset the balance of its Initial Capital Contribution obligation and Capital Contribution obligation under Section 4.3(j) provided that the form of such Contributed Property and the value thereof has been approved by the unanimous consent of Qualcomm and Cartell. In connection with the Initial Capital Contribution by Ford:

(i) Ford shall execute those agreements and instruments that the Contribution Agreement contemplates are to be entered into by Ford in connection with such Initial Capital Contribution, and

(ii) The Members shall cause the Company to execute those agreements and instruments of assumption contemplated by the Contribution Agreement to which the Company is to be a party.

(b) Qualcomm is obligated to contribute to the initial capital of the Company as Qualcomm's Initial Capital Contribution the cash and other property set forth as Qualcomm's Initial Capital Contribution on Schedule I. Qualcomm shall make such Initial Capital Contribution (x) on the Effective Date, for (i) those non-cash items set forth on Schedule I which comprises its Initial Capital Contribution and (ii) \$5,000,000 in cash of its \$75,000,000 cash contribution obligation and (y) when and as requested by the affirmative vote or consent of a majority of Directors, the remaining \$70,000,000 cash portion of its Initial Capital Contribution. The Agreed Value of any Contributed Property to be contributed by Qualcomm as its Initial Capital Contribution is set forth on Schedule I. In connection with the Initial Capital Contribution by Qualcomm:

(i) Qualcomm shall execute those agreements and instruments that the Contribution Agreement contemplates are to be entered into by Qualcomm in connection with such Initial Capital Contribution, and

(ii) The Members shall cause the Company to execute those agreements and instruments of assumption contemplated by the Contribution Agreement to which the Company is to be a party.

(c) Cartell is obligated to contribute to the initial capital of the Company as Cartell's Initial Capital Contribution the property set forth as Cartell's Initial Capital Contribution on Schedule I. Cartell shall make such Initial Capital Contribution on the Effective Date. The

Agreed Value of any Contributed Property to be contributed by Cartell as its Initial Capital Contribution is set forth on Schedule I. In connection with the Initial Capital Contribution by Cartell:

(i) Cartell shall execute those agreements and instruments that the Contribution Agreement contemplates are to be entered into by Cartell in connection with such Initial Capital Contribution, and

(ii) The Members shall cause the Company to execute those agreements and instruments of assumption contemplated by the Contribution Agreement to which the Company is to be a party.

(d) Any capital call made by the Board of Directors under this Section 4.1 after the Effective Date shall be in the ratio of \$1 called from Ford for every \$1 called from Qualcomm up to the first additional \$20,000,000 contributed by each and thereafter \$3 called from Ford for every \$2 called from Qualcomm, with any excess funding by Ford beyond \$50,000,000 in cash being satisfied by the Company's borrowing under the line of credit described in Section 4.8(c) provided, however, that no additional capital calls shall be made by the Board of Directors after the Effective Date until the initial Business Plan has been approved by the affirmative vote or written consent of at least four (4) Directors which must include the vote or consent of at least one (1) Director appointed by Qualcomm.

4.2. Initial Membership Interests.

(a) On the Effective Date, Ford shall receive the Membership Interest set forth opposite Ford's name on Schedule I.

(b) On the Effective Date, Qualcomm shall receive the Membership Interest set forth opposite Qualcomm's name on Schedule I.

(c) On the Effective Date, Cartell shall receive the Membership Interest set forth opposite Cartell's name on Schedule I.

4.3. Additional Capital Contributions.

(a) Upon the first occurrence of (i), (ii), (iii) or (iv) immediately below and provided that (i), (ii), (iii) or (iv) immediately below occurs within the earlier of (x) thirty (30) months from the date of this Agreement or (y) on or before the Company's Initial Public Offering (the occurrence of any of the foregoing being referred to as the time a "Major OEM is Added"), then Qualcomm shall make a Capital Contribution in cash, at such time as the funds are requested by the affirmative vote or consent of a majority of the Directors, in the amount of \$75,000,000 less the dollar amount of all Capital Contributions made or committed to be made by Qualcomm pursuant to Section 4.3(f):

(i) one or more Major OEM(s), each with sales volumes of at least 2,000,000 vehicles for the period January 1, 1999 through December 31, 1999, agreeing to enter into a supply agreement with the Company for the Company's Mobile Consumer Services such that the Company receives firm commitments from such Major OEM(s) to enable in the aggregate (x) at least 750,000 vehicles with the Company's Mobile Consumer Services on or before December 31, 2004 and (y) at least 750,000 vehicles with the Company's Mobile Consumer Services in calendar year 2005, or

(ii) one or more Major OEM(s), with sales volumes of less than 2,000,000 vehicles for the period January 1, 1999 through December 31, 1999, agreeing to enter into a supply agreement with the Company for the Company's Mobile Consumer Services such that the Company receives firm commitments from such Major OEM(s) to enable in the aggregate (x) at least 750,000 vehicles with the Company's Mobile Consumer Services on or before December 31, 2004 and (y) at least 750,000 vehicles with the Company's Mobile Consumer Services in each of calendar years 2005, 2006 and 2007, or

(iii) Ford acquires an equity interest in a Major OEM(s) on or after May 10, 2000 and such Major OEM agrees to enable, (1) in the case of a Major OEM with a sales volume of at least 2,000,000 vehicles for the period January 1, 1999 through December 31, 1999: (x) at least 750,000 vehicles with the Company's Mobile Consumer Services on or before December 31, 2004 and (y) at least 750,000 vehicles with the Company's Mobile Consumer Services in calendar year 2005 on substantially the same supply terms as Ford has agreed to in Sections 15.1 and 15.2, and (2) in the case of a Major OEM with a sales volume of less than 2,000,000 vehicles for the period January 1, 1999 through December 31, 1999: (x) at least 750,000 vehicles with the Company's Mobile Consumer Services on or before December 31, 2004 and (y) at least 750,000 vehicles with the Company's Mobile Consumer Services in each of calendar years 2005, 2006 and 2007 on substantially the same supply terms as Ford has agreed to in Sections 15.1 and 15.2, or

(iv) any combination of (i), (ii) and (iii) above such that the Company receives firm commitments from (x) one or more Major OEM(s), with sales volumes of at least 2,000,000 vehicles for the period January 1, 1999 through December 31, 1999, to enable in the aggregate at least 675,000 vehicles with the Company's Mobile Consumer Services on or before December 31, 2004 and at least 675,000 vehicles with the Company's Mobile Consumer Services in calendar year 2005 and (y) one or more Major OEM(s), with sales volume of less than 2,000,000 vehicles for the period January 1, 1999 through December 31, 1999, to enable in the aggregate at least 675,000 vehicles with the Company's Mobile Consumer Services on or before December 31, 2004 and at least 675,000 vehicles with the Company's Mobile Consumer Services in each of calendar years 2005, 2006 and 2007.

(b) If and when a Major OEM is Added, Ford shall make a Capital Contribution in cash, at such time as the funds are requested by the affirmative vote or consent of a majority of the Directors, in the positive amount of \$100,000,000 less (i) the dollar amount of all Capital Contributions made or committed to be made by Ford pursuant to Section 4.3(f) and (ii) the dollar amount of all Capital Contributions made or committed to be made by any Major OEM pursuant to Section 4.3(e).

(c) If and when a Major OEM is Added, Cartell shall make a Capital Contribution in cash, at such time as the funds are requested by the affirmative vote or consent of a majority of the Directors, in the amount of the difference between (i) \$16,670,000 and (ii) the dollar amount of all Capital Contributions made or committed to be made by Cartell pursuant to Section 4.3(f).

(d) Any request for Major OEM Capital Contributions shall be made to the respective parties in the ratio of the amounts specified in subsections (a), (b) and (c) immediately above.

(e) Upon a Major OEM's admission as an Additional Equity Member, such Major OEM shall make a Capital Contribution to the Company in an amount determined by Ford and receive a Membership Interest the percentage of which shall be determined by Ford.

(f) If at any time prior the Company's Initial Public Offering the Company's Board of Directors, determines that the Company requires additional capital over and above the amounts set forth above, with such determination to be made by (x) a majority of the Directors if the additional capital amount is within the cash requirements set forth in the Business Plan, as it may be amended pursuant by Section 8.4, and for the needs set forth in the approved Business Plan, or (y) by the Director vote required by Section 8.4 (including the vote required of any action specified in such Section if such additional capital is to be used for any such action) if the additional capital amount is outside the cash requirements set forth in the Business Plan, as it may be amended pursuant by Section 8.4, the Company may from time to time make a written request (a "Capital Notice") of each Member to make Additional Capital Contributions. The Capital Notice shall specify the amount of funds or capital needed and the date on or before which the Additional Capital Contribution is requested to be made to the Company, which date shall be at least thirty (30) days after the date of the Capital Notice. Each of the Members shall be requested to contribute cash (except as provided in the next sentence) to the Company in an amount equal to the Additional Capital Contribution multiplied by such Member's percentage of Membership Interest in the Company at the time of such request. In the event that the Company is contemplating the acquisition of (i) all or part of a third party of which one or more Members already own all or part of the outstanding equity (or have the right to acquire such equity) or (ii) assets which one or more Members already own (or have the right to acquire) and that the Board of Directors by the vote or consent specified in Section 8.4, if applicable, or by majority vote or consent, if the vote or consent specified in Section 8.4 is not applicable, determines the Company needs for its operations or desires to acquire, Additional Capital Contributions that may be requested by the Company for purposes of consummating the acquisition of such third party or assets may include Contributed Property in the form of equity in the third party or assets (or rights to acquire the same) to be provided by one or more Members (with a value equal to the Agreed Value of such equity, assets or rights) and cash to be contributed by other Members (such cash may be used to reimburse the other Members for the purchase price previously paid for the equity interest or asset), provided that no Member shall be required to make any Capital Contribution in the form of Contributed Property except as part of its Initial Capital Contribution as expressly set forth herein or in any Ancillary Agreement. If any Member does not make its required Additional Capital Contribution within the required period, or within ten (10) days after receipt of notice from the Company that it has failed to make a required Additional Capital

Contribution, in the case of Ford or Qualcomm and within thirty (30) days after receipt of notice from the Company that it has failed to make a required Additional Capital Contribution in the case of Cartell (the "Cure Period"), such Member shall be deemed to have declined the request to make such Additional Capital Contribution. No Additional Capital Contribution will be requested under this Section 4.3 at any time after the effectiveness of the Company's Initial Public Offering. The Company shall endeavor to provide to all Members notification and advice as to active acquisition discussions as early in the process as reasonably practicable, subject to constraints imposed by the need to maintain the confidentiality of the discussions, and shall inform the Members no later than promptly upon the Company's determination that such discussions may reasonably be expected to result in a request for Additional Capital Contributions.

(g) The Initial Members have executed this Agreement with the expectation that while the cash Initial Capital Contribution made by Parties to the Company may be sufficient to meet the initial operating capital needs of the Company, additional Capital Contributions may be needed to meet the ongoing operating and strategic capital needs of the Company.

(h) Failure of any Member to make a requested Additional Capital Contribution shall not be deemed to be a breach of, or default under, this Agreement provided however failure of any Member to make an Initial Capital Contribution, or a Major OEM Capital Contribution upon written request of the Company shall be deemed, ten (10) days after receipt of notice of such failure to pay has been received by the Member, unless such Initial Capital Contribution, or Major OEM Capital Contribution, as the case may be, has by that date been made, to be a breach of, or default under this Agreement.

(i) Until Ford has made its capital contribution pursuant to Section 4.3(j), Ford shall make a capital contribution, in cash, in an amount equal to any interest expense paid or accrued by the Company as a result of the loan provisions of Section 4.8(c) as and when requested by the Company, but no later than December 31 of each year.

(j) Upon the earlier to occur of: (i) the consummation of the Company's Initial Public Offering, (ii) thirty (30) months from the Effective Date, (iii) the dissolution of the Company as described in Article XII, or (iv) a written request by a majority of the Directors, Ford shall make a capital contribution, in cash, in an amount of (x) if no Major OEM has become an Additional Equity Member, \$50,000,000 or (y) if a Major OEM has become an Additional Equity Member the amount determined by the following calculation: the positive amount, if any, of \$150,000,000 less all Capital Contributions made by Ford under Section 4.3(f) and less the Capital Contributions by a Major OEM under Section 4.3(e). In the event of a Bankruptcy of the Company, and if Ford has not otherwise made its \$50,000,000 contribution to the Company under this Section 4.3(j), Ford will contribute the outstanding balance on the line of credit to the Company as an equity contribution and contribute (x) if no Major OEM has become an Additional Equity Member, the difference between \$50,000,000 and the outstanding balance on the line of credit which was contributed to the Company as an equity contribution and (y) if a Major OEM has become an Additional Equity Member the amount determined by the following calculation (the positive amount, if any, of \$150,000,000 less the outstanding balance on the line of credit which was contributed to the Company as an equity contribution and less all Capital

Contributions made by Ford under Section 4.3(f) and less the Capital Contributions by a Major OEM under Section 4.3(e). Notwithstanding the foregoing, if the Board of Directors desires to obtain financing from a third party for the Company, and the revolving line of credit under Section 4.8(c) inhibits the Company from procuring such third party financing, Ford agrees to cause the Directors it has appointed to request that Ford make the contribution provided for by this Section 4.8(i) provided that such contribution is used immediately to repay the outstanding balance on the line of credit provided for in Section 4.8(c).

4.4. Failure of Member to Contribute Additional Capital Contributions.

(a) If one or more Members ("Non-Contributing Members") fail to contribute capital when requested as set forth in Section 4.3(f) (after the Cure Period provide therein), then each of the other Members (the "Contributing Members") shall still have the right pursuant to the Capital Notice, but not the obligation, to contribute to the Company its requested Additional Capital Contribution and, if such Member so elects, its proportionate share of the capital which the Non-Contributing Members failed to contribute based on such Contributing Member's respective percentage Membership Interest held prior thereto in relation to the Membership Interests held by all Contributing Members who so elect (any contribution made by the Contributing Members in respect of the contribution the Non-Contributing Members failed to make shall be treated as an Additional Capital Contribution made by such Contributing Members), and the Membership Interests of the Members shall be adjusted in accordance with Section 4.4(b).

(b) In the case of a request for additional capital contributions pursuant to Section 4.3(f), each Member's Membership Interest shall be computed as follows:

$$AMI = (PMI + MII)/(TII + 100\%)$$

where:

AMI means the adjusted Membership Interest for such Member.

PMI means the Membership Interest for such Member immediately prior to the Section 4.3(f) request for capital.

MII means the Member's capital contribution under Section 4.3(f) divided by the Valuation Amount.

TII means the total capital call pursuant to Section 4.3(f) divided by the Valuation Amount.

Valuation Amount means initially \$13.4 million or such other amount as determined by the Board in connection with a future equity financing by an unrelated third party, in either case, multiplied by 100.

(c) In the case of a capital contribution in conjunction with the addition of a Major OEM, then:

- A. Cartell's adjusted Membership Interest ("CAMI") shall be computed as follows:

$$\text{CAMI} = (5\% + \text{CECI}) / (100\% + \text{TECI})$$

where:

CECI = the percentage determined by dividing (x) the aggregate of Cartell's capital contribution made to date pursuant to Section 4.3(c) and Section 4.3(f) less \$16.7 million, by (y) the Valuation Amount.

TECI = the percentage determined by dividing (x) the aggregate of all Members' capital contributions made pursuant to Sections 4.3(a), 4.3(b), 4.3(c), and 4.3(f) less \$191.7 million, by (y) the Valuation Amount.

- B. Qualcomm's adjusted Membership Interest ("QAMI") shall be computed as follows:

$$\text{QAMI} = (15\% + \text{QECCI}) / (100\% + \text{TECI})$$

where:

QECCI = the percentage determined by dividing (x) the aggregate of Qualcomm's capital contributions made to date pursuant to Section 4.3(a) and Section 4.3(f) less \$75 million, by (y) Valuation Amount.

TECI = the percentage determined by dividing (x) the aggregate of all Members' capital contributions made pursuant to Sections 4.3(a), 4.3(b), 4.3(c), and 4.3(f) less \$191.7 million, by (y) the Valuation Amount.

- C. Ford's and the Major OEM's collective adjusted Membership Interest ("FAMI") shall be computed as follows:

$$\text{FAMI} = (80\% + \text{FECCI}) / (100\% + \text{TECI})$$

where:

FECCI = the percentage determined by dividing (x) the aggregate of Ford's and the Major OEM's capital contributions made to date pursuant to Sections 4.3(b) and 4.3(f) less \$150 million plus the amount of Ford's capital commitment under Section 4.3(j) less any amount that is distributed to Ford pursuant to Section 5.2(d), by (y) the Valuation Amount.

TECI = the percentage determined by dividing (x) the aggregate of all Members' capital contributions made pursuant to Sections 4.3(a), 4.3(b), 4.3(c), and 4.3(f) less \$191.7 million, by (y) the Valuation Amount.

(d) In case any event shall occur (such as a Member's sale of its Membership Interest) such that the calculation provisions of this Section 4.4(a) and (b) may not fairly set forth the Membership Interest of each such Member in accordance with the essential intent and principles of this Section 4.4(a) and (b), then, in each such case, the Board will make a good faith adjustment to the affected Member's Membership Interest in accordance with the intent of this Section 4.4(a) and (b).

(e) The remedies provided for in Section 4.4(a) and (b) shall be the sole and exclusive remedy available to the Members in the event of any failure by another Member to contribute its Additional Capital Contribution.

4.5. Capital Accounts.

(a) A Capital Account shall be established and maintained for each Member. Each Member's Capital Account shall reflect each Member's Capital Contributions to the Company and the allocations and distributions made pursuant to Article V and shall be adjusted as provided herein and pursuant to the definition of "Capital Accounts" in Exhibit A. This Section 4.5 is intended to comply with Section 1.704-1(b)(2)(iv) of the Treasury Regulations as of the date hereof and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Members, by Majority Vote, shall determine that it is prudent to modify the manner in which the Capital Accounts are computed in order to comply with Section 1.704-1(b)(2)(iv) of the Treasury Regulations, the Members, by Majority Vote, may make such modification, provided that such modification is not likely to have a material effect on the amounts distributable to any Member or the allocations of Profit or Loss to any Member pursuant to Article V.

(b) Upon the Sale of a Membership Interest on or after the date of this Agreement, the Capital Account of the selling Member that is attributable to the transferred interest will be carried over to the Transferee Member upon written notice to the Company from the selling Member. The Company may make a Section 754 election with respect to the sale of the transferred Membership Interest, and Capital Accounts will be adjusted to reflect any adjustment required as a result thereof by the Treasury Regulations promulgated pursuant to Section 704(b) of the Code.

4.6. Return of Capital Contributions. Except as provided in Article XII, no Member shall have the right to withdraw, or receive any return of, all or any portion of such Member's Capital Contributions.

4.7. Interest. No interest shall be paid by the Company on Capital Contributions or on balances in Members' Capital Accounts.

4.8. Loans From Members.

(a) Except as provide in Section 4.8(c) below, upon not less than ten (10) Business Days advance notice to the other Members and subject to the approval by a Super-Majority Vote of the Members, any Member may make unsecured loans to the Company to the extent required to fund operations in excess of Capital Contributions made to the Company pursuant to this Article IV, which shall be non-recourse to the Members. Any such loans must meet the requirements of Section 9.6.

(b) If any Member shall make loans or otherwise advance funds to the Company in excess of the amounts required hereunder to be contributed by such Member to the capital of the Company, the making of such advances shall not result in any increase in the amount of the Capital Account of such Member. The amounts of any such advances shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company assets in accordance with the terms and conditions upon which such advances are made. The repayment of loans from a Member to the Company upon liquidation shall be subject to the order of priority set forth in Section 12.4.

(c) On the Effective Date, Ford shall make available to the Company a revolving line of credit in the aggregate principal amount of \$50,000,000 in the form of Exhibit C. The line of credit shall be callable by Ford any time after Ford makes it contribution under Section 4.3(j). The line of credit shall only be drawn upon by the Company to the extent provided for in Section 4.1(d).

**ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS**

5.1. Allocations of Profit and Loss.

(a) Except as otherwise provided in Section 5.6, Profit for each Fiscal Year shall be allocated to the Members in accordance with their respective Membership Interests.

(b) Except as otherwise provided in Section 5.6, Loss for each Fiscal Year shall be allocated to the Members in accordance with their respective Membership Interests.

5.2. Distributions of Distributable Funds.

(a) The Company shall distribute annually to the Members, in accordance with their Membership Interests, an amount equal to the Members' aggregate income tax liability arising from ownership of the Membership Interests; provided, that such distributions will be made only if the Company's aggregate net income and gains since the beginning of its existence exceed its aggregate losses and deductions and only with respect to such excess. Any distribution otherwise required under this Section 5.2(a) with respect to any year shall be reduced by the amount of any distributions previously made with respect to that year under Section 5.2(c).

Regardless of the actual tax liabilities of the Members, all distributions made under this Section 5.2(a) shall be made to the Members in accordance with their Membership Interests.

(b) In addition to the distribution contemplated by Section 5.2(a), provided the Company is generating positive cash flow, and except as provided in Section 12.4 relating to distributions upon the dissolution and liquidation of the Company, Distributable Funds shall be distributed to the Members at least annually in accordance with their respective Membership Interests. In addition, the Board of Directors may approve the distribution of Company Property to the Members in accordance with their respective Membership Interests, subject to the restrictions of Section 5.4. By action approved by the Members by Majority Vote, the Members may veto any distribution of Distributable Funds or Company Property otherwise contemplated by the Board of Directors. In no event shall the Company make any distribution that would violate the provisions of any instrument evidencing loans to the Company. The Company shall not make any distribution to the Members in violation of Section 18-607 of the Act or other applicable provisions of law or if, immediately after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members with respect to their Membership Interests and liabilities for which the recourse of creditors is limited to specified property of the Company, exceed the fair value of Company Property, except that the fair value of Company Property that is subject to a liability for which recourse of creditors is limited shall be included in the Company assets only to the extent that the fair value of that Company Property exceeds that liability.

(c) If pursuant to Section 10.1(b) the Company causes to be formed Public Corp, then after the occurrence of a Public Offering by Public Corp, if as a result of any Profits allocated to Public Corp, after giving effect to all cumulative Losses allocated to Public Corp available to Public Corp to offset any such Profits, Public Corp is obligated to pay any federal, state or local income taxes, then the Company shall distribute Distributable Funds as follows:

(i) Within ten (10) days following the Board of Directors' receipt of written notice from Public Corp stating that it requires funds to pay federal, state or local income taxes (taking into account any required estimated payments), the Board of Directors shall determine the amount of funds which Public Corp requires to pay such taxes, after giving effect to the amount of cumulative Losses then available to the Public Corp (the "Tax Amount"); and

(ii) The Company shall distribute to each Member an amount equal to: (x) the percentage Membership Interest of such Member multiplied by a collective amount (the "Collective Amount") equal to (y) the Tax Amount divided by (z) the percentage Membership Interest of the Public Corp (expressed as a decimal). In the event that the Collective Amount distributable to all Members pursuant to the preceding sentence exceeds the amount of Distributable Funds, the amount otherwise distributable to each Member shall be multiplied by a fraction, the numerator of which shall be the Distributable Funds and the denominator of which shall be the Collective Amount. The distribution under this provision shall be made prior to each such required due date.

Any distribution otherwise required under this Section 5.2(c) with respect to any year shall be reduced by the amount of any distribution previously made with respect to that year

under Section 5.2(a).

(d) The Company shall distribute to Ford, on or before the earlier to occur of: (a) the consummation of the Company's Initial Public Offering or (b) thirty (30) months after the Effective Date, the excess over \$200,000,000 of (x) Ford's initial \$50,000,000 capital contribution and (y) the Major OEM(s) capital contribution pursuant to Section 4.3(e).

5.3. Book/Tax Disparities; Section 754 Elections; Etc.

(a) In the case of Contributed Property, items of income, gain, loss, deduction and credit, as determined for federal income tax purposes shall be allocated in a manner consistent with the requirements of Section 704(c) of the Code by using the traditional method of Treasury Regulation § 1.704-3(b). The Members agree to be bound by the use of such method and agree to report the resulting allocations of items of income, gain, loss, deduction and credit, accordingly.

(b) Whenever the income, gain and loss of the Company allocable hereunder consists of items of different character for tax purposes (e.g., ordinary income, long-term capital gain, interest expense, etc.), the income, gain and loss for tax purposes allocable to each Member shall be deemed to include its pro rata share of each such item except as otherwise required by the Code and the Treasury Regulations. Notwithstanding the foregoing, if the Company realizes depreciation recapture income pursuant to Section 1245 or Section 1250 (or other comparable provision) of the Code as the result of the sale or other disposition of any asset, the allocations to each Member hereunder shall be deemed to include the same proportion of such depreciation recapture as the total amount of deductions for tax depreciation of such asset previously allocated to such Member bears to the total amount of deductions for tax depreciation of such asset previously allocated to all Members. This Section 5.3(b) shall be construed to affect only the character, rather than the amount, of any items of income, gain and loss.

(c) Allocations pursuant to this Section 5.3 are solely for purposes of federal, state and local taxes. As such, they shall not affect or in any way be taken into account in computing a Member's Capital Account or share of Profits, Losses or other items or distributions pursuant to this Agreement.

5.4. Distributions in Kind. If any assets of the Company are distributed in kind pursuant to Sections 5.2(b) or 12.4, such assets shall be distributed to the Members entitled thereto in the same proportions as if the distribution were in cash, and the types and forms of such consideration shall be allocated in an equitable manner among the Members entitled thereto, such that each Member shall, except for immaterial variances, receive the same type or form of consideration, except as otherwise provided at Section 12.2(b). Such assets shall be valued at their fair market value at that time. The difference between such fair market value and the adjusted tax basis of any such asset shall, to the extent not otherwise recognized by the Company or taken into account under Section 5.3(a), be taken into account in computing Profit or Loss of the Company for purposes of allocation of Profit or Loss under Section 5.1 and Section 5.5(a) and distributions of proceeds to the Members under Sections 5.2 and 12.4. No further

adjustments shall be made to the Capital Accounts when such gain is realized for tax purposes to the extent such gain has previously been reflected in the Capital Accounts.

5.5. Allocations and Distributions to Transferee Members.

(a) If any interest in the Company is transferred, increased or decreased during the year, all Profit and Loss and other items of income, gain, loss, deduction and credit recognized by the Company for such year shall be allocated among the Members to take into account their varying interests during the year based on an interim closing of the books.

(b) Distributions under Sections 5.2 and 12.4 shall be made only to Members who, according to the books and records of the Company, are Members or assignees (pursuant to and as provided in Article VI) on the actual date of distribution. Neither the Company nor any Member shall incur any liability for making distributions in accordance with this Section 5.5(b).

5.6. Special Allocations. In the event that the Internal Revenue Service determines either (i) that any Member's or an Affiliate's income or expense attributable to any transaction between the Company and any Member or its Affiliate (other than, with respect to a Member, in its capacity as a Member) (a "Member Transaction") is greater than or less than the amount paid, received or accrued by the Company, as applicable, with respect to such Member Transaction or (ii) the Company's income or expense with respect to any such Member Transaction is greater than or less than the amount paid, received or accrued by the Company, as applicable, with respect to such Member Transaction, the Company shall specially allocate any resulting deduction or gain, as the case may be, attributable to such excess to the Member who (or whose Affiliate) entered into the Member Transaction.

**ARTICLE VI
DIRECT AND INDIRECT TRANSFER
RESTRICTIONS AND RIGHTS OF FIRST REFUSAL**

6.1. Restrictions on Direct and Indirect Transfer of Membership Interests.

(a) Prior to the earlier of (x) three (3) years from the date of this Agreement or (y) 180 days after the consummation of the Company's Initial Public Offering, no Member shall effect, in whole or in part, any Transfer of a Membership Interest in the Company to any Person, except for: (i) Transfers permitted by Section 6.3, (ii) Transfers that may be permitted pursuant to Article X, or (iii) Sales made in compliance with the rights of first refusal provisions of Section 6.2. If the immediately above mentioned three (3) year period falls within the 180 day period after consummation of the Company's Initial Public Offering, a Member shall not effect, in whole or in part, any Transfer of a Membership Interest, until the expiration of such 180 day period and then only in compliance with the provisions of Section 6.6.

(b) On and after the earlier of (x) three (3) years from the date of this Agreement or (y) 180 days after the consummation the Company's Initial Public Offering, and (z) prior to the date which is six (6) years from the date of this Agreement, no Member shall effect, in whole or in part, any Transfer of a Membership Interest in the Company to any Person except for (i) in the case of the expiration of such three (3) year period prior to the occurrence of the Company's Initial Public Offering, in compliance with the rights of first refusal and rights of first offer provisions, as applicable, of Section 6.2, (ii) in the case of the consummation of the Company's Initial Public Offering and the expiration of the 180 day period thereafter, in compliance with the provisions of Section 6.6, (iii) Transfers permitted by Section 6.3, and (iv) Transfers that may be permitted pursuant to Article X. If the immediately above mentioned three (3) year period expires within the 180 day period after consummation of the Company's Initial Public Offering, a Member shall not effect, in whole or in part, any Transfer of a Membership Interest, until the expiration of such 180 day period and then only in compliance with the provisions of Section 6.6. Notwithstanding the foregoing provisions of this Section 6.1(b), on and after the earlier of the (x) three (3) years from the date of this Agreement or (y) 180 days after the consummation the Company's Initial Public Offering and (z) prior to the date which is six (6) years from the date of this Agreement, a Member may Sell all, but not less than all, of its Membership Interest if (i) such Sale is approved in writing by all Members owning a greater than ten percent (10%) Membership Interest, such approval not to be unreasonably withheld and (ii) such purchaser executes an instrument in favor of the Company and the Members in which such purchaser agrees to be bound by the terms of this Agreement.

(c) On and after six (6) years from the date of this Agreement, a Member may Transfer its Membership Interest without restriction, other than as required by the Securities Act and any applicable state securities laws.

(d) Any purported Transfer of any Membership Interest in the Company in violation of the provisions of this Agreement shall be wholly void and shall not effectuate the Transfer contemplated thereby. Notwithstanding anything contained herein to the contrary, (i) no Person may Transfer any Membership Interest in the Company in violation of any provision of this

Agreement or in violation of the Securities Act and any applicable state securities laws, (ii) no Sale of any such Membership Interest may be effected to any purchaser (including any Affiliate of the seller) unless such purchaser has executed and delivered to the Company and each of the parties to this Agreement a copy of, or an agreement adopting, this Agreement and any required Ancillary Agreement and has agreed to be bound by all of the applicable terms and provisions hereof and thereof, (iii) no Sale of any Membership Interest (or economic rights associated therewith) may be effected if such Sale would cause a dissolution of the Company under the Act, and (iv) a Sale of any Membership Interest (or economic rights associated therewith) may be effected even if such Sale would cause a termination of the Company under Section 708(b)(1)(B) of the Code, provided, that in the event any Member provides at its cost a written opinion of nationally recognized tax counsel that such Member could suffer materially adverse tax consequences as a result of such termination, the transferor shall have first provided such Member with a written indemnity of it in reasonably satisfactory form against such adverse tax consequences.

(e) Until the transferee is admitted as a Member pursuant to Section 6.4, the transferor Member shall continue to be a Member and to be entitled to exercise any rights or powers of a Member with respect to the Membership Interest transferred.

6.2 Rights of First Refusal/Rights of First Offer.

(a) Subject to Section 6.1, and except as provided in Section 6.3, prior to the earlier of (x) the Company's Initial Public Offering or (y) four (4) years from the Effective Date, no Member shall effect in whole or in part any Sale of a Membership Interest in the Company to any Person unless such Member first complies with the first refusal procedures described in Section 6.2(a)(i) below (the "Member Right of First Refusal").

(i) If any Member has a bona fide intention to effect a Sale of all or any portion of its Membership Interest in the Company that is subject to the Member Right of First Refusal, such Member shall first give a written notice, which shall contain the price and other material terms of the proposed Sale, including the name of the proposed purchaser (a "Member Offer Notice"), and such additional information as the other Members (the "Member Offerees") shall reasonably request to establish that the offer and proposed transferee are bona fide, to the Member Offerees, offering to Sell such Membership Interest (the "Member Offered Interest") to the Member Offerees at the price and on the other terms and conditions set forth in such Member Offer Notice. The Member Offerees shall have the right, for a period of thirty (30) days after receipt of such Member Offer Notice (the "Member Offer Period"), to elect to purchase from such Member all (and not less than all) of the Member Offered Interest at the purchase price and on the other terms and conditions specified in the Member Offer Notice by giving such Member notice of such election (a "Member Exercise Notice"), except that Members shall have the right to pay the consideration in immediately available funds regardless of the form of consideration identified in the Member Offer Notice. If more than one Member Offeree makes such election, the percentage of such Member Offered Interest that each electing Member Offeree (the "Electing Member Offerees") shall be entitled to purchase shall be determined on a pro rata basis in proportion to their respective Membership Interests. Such Member Exercise Notice may be given separately or jointly by more than one Electing Member Offerees. In any such Member

Exercise Notice, the Electing Member Offeree may specify that the Member Offered Interest will be purchased by such Electing Member Offeree and/or one or more of its respective Affiliates. Upon the giving of a valid Member Exercise Notice, the parties shall cause the Member Offered Interest to be sold to the Electing Member Offerees in accordance with the terms and conditions specified in the applicable Member Offer Notice and the sales procedures described in Section 6.2(a)(ii). Notwithstanding the foregoing to the contrary, if Cartell has a bona fide intention to effect, in whole or in part, a Sale of its Membership Interest, Ford shall have a right of first refusal to purchase such Membership Interest, prior to and to the exclusion of all other Members, on the terms and conditions set forth in this Section 6.2(a)(i) as if Ford was the only Member Offeree. If Ford does not deliver a Member Exercise Notice during the Member Offer Period with respect to Cartell's Membership Interest, the other Members may exercise their respective rights of first refusal for such interest in accordance with this Section 6.2(a).

(ii) If none of the Member Offerees give such Member a Member Exercise Notice within the Member Offer Period, then at any time within one hundred and twenty (120) days commencing upon the expiration of such Member Offer Period, such Member may enter into a binding agreement to Sell all but not less than all of the Member Offered Interest to the Person specified in the Member Offer Notice, subject to the transfer restrictions set forth in Section 6.1 (to the extent applicable). If consummation of such Sale is not precluded pursuant to such transfer restrictions, such Member may proceed to close such Sale, which closing shall (i) occur no later than one hundred and twenty (120) days after the expiration of such one hundred and twenty (120) day period, (ii) be at a price not less than the price set forth in the Member Offer Notice, and (iii) be on terms and conditions substantially the same as those specified in the Member Offer Notice. The time periods specified in this Section 6.2(a)(ii) shall be extended to the extent necessary to accommodate any required Governmental Body filings or Governmental Approvals, each of which filings and approvals such Member agrees to use its best efforts to make or obtain as quickly as reasonably practicable. If such Member fails to agree to and close a permitted Sale within the above specified periods, then all of the restrictions stated in this Section 6.2(a) shall apply again as though no Member Offer Notice had been given hereunder.

(iii) The closing of any purchase by a Member (or its Affiliate) of a Member Offered Interest hereunder shall take place at a time and place reasonably acceptable to the participating parties, provided, that such closing shall occur not more than sixty (60) days after (x) receipt of the applicable Member Exercise Notice or (y) if later, receipt of any required Governmental Approvals from any Governmental Body. The parties participating in such purchase shall use their best efforts to obtain such approvals as soon as practicable. Prior to any such closing, the parties shall take all other actions required to permit such closing to take place, including the making of any required filings under the HSR Act and the rules and regulations promulgated thereunder and obtaining any required contractual consents. At such closing, the transferor of any Membership Interest in the Company shall deliver to the applicable purchaser(s) such documentation as the purchaser(s) may reasonably request to evidence the Sale of such interest against payment of the purchase price therefor.

(b) Subject to Section 6.1, and except as provided in Section 6.3, prior to the Company's Initial Public Offering and on or after four (4) years from the Effective Date, no Member shall effect in whole or in part any Sale of a Membership Interest in the Company to any

Person unless such Member first complies with the first offer procedures described in Section 6.2(b)(i) below (the "Member Right of First Offer").

(i) If any Member has a bona fide intention to effect a Sale of all or any portion of its Membership Interest in the Company that is subject to the Member Right of First Offer, such Member shall first give a written notice, which shall contain the price and other material terms under which such Member desires to offer its Membership Interest for Sale (a "Member First Offer Notice"), to the other Members (the "Member First Offerees"), offering to Sell such Membership Interest (the "Member First Offered Interest") to the Member First Offerees at the price and on the other terms and conditions set forth in such Member Offer Notice. All of the consideration offered in the Member First Offer Notice shall be payable in immediately available funds. The Member First Offerees shall have the right, for a period of thirty (30) days after receipt of such Member First Offer Notice (the "Member First Offer Period"), to elect to purchase from such Member all (and not less than all) of the Member First Offered Interest at the purchase price and on the other terms and conditions specified in the Member First Offer Notice by giving such Member notice of such election (a "Member First Exercise Notice"). If more than one Member First Offeree makes such election, the percentage of such Member First Offered Interest that each electing Member First Offeree (the "Electing First Member Offerees") shall be entitled to purchase shall be determined on a pro rata basis in proportion to their respective Membership Interests. Such Member First Exercise Notice may be given separately or jointly by more than one Electing First Member Offerees. In any such Member First Exercise Notice, the Electing First Member Offeree may specify that the Member First Offered Interest will be purchased by such Electing First Member Offeree and/or one or more of its respective Affiliates. Upon the giving of a valid Member First Exercise Notice, the parties shall cause the Member First Offered Interest to be sold to the Electing First Member Offerees in accordance with the terms and conditions specified in the applicable Member First Offer Notice and the sales procedures described in Section 6.2(b)(ii). Notwithstanding the foregoing to the contrary, if Cartell has a bona fide intention to effect, in whole or in part, a Sale of its Membership Interest, Ford shall have a right of first refusal to purchase such Membership Interest, prior to and to the exclusion of all other Members, on the terms and conditions set forth in Section 6.2(a)(i) as if Ford was the only Member Offeree. If Ford does not deliver a Member Exercise Notice during the Member Offer Period with respect to Cartell's Membership Interest, the other Members may exercise their respect rights of first offer for such interest in accordance with this Section 6.2(b).

(ii) If none of the Member First Offerees give such Member a Member First Exercise Notice within the Member First Offer Period, then at any time within one hundred and twenty (120) days commencing upon the expiration of such Member First Offer Period, such Member may enter into a binding agreement to Sell all but not less than all of the Member First Offered Interest on the terms specified in the Member First Offer Notice, subject to the transfer restrictions set forth in Section 6.1 (to the extent applicable). If consummation of such Sale is not precluded pursuant to such transfer restrictions, such Member may proceed to close such Sale, which closing shall (i) occur no later than one hundred and twenty (120) days after the expiration of such one hundred and twenty (120) day period, (ii) be at a price not less than the price set forth in the Member First Offer Notice, and (iii) be on terms and conditions substantially the same as those specified in the Member First Offer Notice. The time periods specified in this Section 6.2(b)(ii) shall be extended to the extent necessary to accommodate any

required Governmental Body filings or Governmental Approvals, each of which filings and approvals such Member agrees to use its best efforts to make or obtain as quickly as reasonably practicable. If such Member fails to agree to and close a permitted Sale within the above specified periods, then all of the restrictions stated in this Section 6.2(b) shall apply again as though no Member First Offer Notice had been given hereunder.

(iii) The closing of any purchase by a Member (or its Affiliate) of a Member First Offered Interest hereunder shall take place at a time and place reasonably acceptable to the participating parties, provided, that such closing shall occur not more than sixty (60) days after (x) receipt of the applicable Member First Exercise Notice or (y) if later, receipt of any required Governmental Approvals from any Governmental Body. The parties participating in such purchase shall use their best efforts to obtain such approvals as soon as practicable. Prior to any such closing, the parties shall take all other actions required to permit such closing to take place, including the making of any required filings under the HSR Act and the rules and regulations promulgated thereunder and obtaining any required contractual consents. At such closing, the transferor of any Membership Interest in the Company shall deliver to the applicable purchaser(s) such documentation as the purchaser(s) may reasonably request to evidence the Sale of such interest against payment of the purchase price therefor.

6.3 Exceptions. The transfer restriction set forth in Section 6.1(a), Section 6.1(b) and right of first refusal and first offer procedures set forth in Section 6.2 shall not apply to (i) any Transfer by a Member to a Substantially-Owned Affiliate; or (ii) any Transfer by Cartell or a Member(s) described in Section 3.2(b)(i) or Section 3.2(b)(ii) to Ford of all or any part of its Membership Interest, including pursuant to Section 6.7.

6.4. Admission of Transferee as Member. A transferee of a Membership Interest in the Company, including an Affiliate of a Member desiring to be admitted as a Member, must execute a counterpart of, or an agreement adopting, this Agreement and relevant Ancillary Agreements or other related agreements as the Company may reasonably require. Subject to compliance with the applicable provisions of this Agreement, a transferee of a Membership Interest shall be admitted as a Member. Upon the admission of the transferee as a Member, the transferee shall have, to the extent of the Membership Interest transferred, the rights and powers and shall be subject to the restrictions and liabilities of a Member under this Agreement, the Certificate of Formation and the Act. The transferee shall also be liable, to the extent of the Membership Interest transferred, for the unfulfilled obligations, if any, of the transferor Member to make Capital Contributions, but shall not be obligated for liabilities unknown to the transferee at the time such transferee was admitted as a Member and that could not be ascertained from this Agreement. Except as otherwise provided in this Agreement, and except with respect to liabilities unknown to the transferee at the time of the Transfer and that could not be ascertained from this Agreement, upon admission of such transferee as a Member, the transferor Member shall be released from any liability to the Company under this Agreement, the Certificate of Formation and the Act.

6.5. Resignation of a Member. No Member shall resign, withdraw, retire or otherwise take action to effect any of the foregoing.

6.6. Sales after Public Offering. Upon the consummation of the Company's Initial Public Offering, a Member may Sell: (i) following 180 days after the date of the consummation of the Company's Initial Public Offering, up to one-third of its Membership Interest, determined as of the date of the consummation of the Company's Initial Public Offering, (ii) following the first anniversary of the date of the consummation of the Company's Initial Public Offering, up to two-thirds of its Membership Interest, determined as of the date of the consummation of the Company's Initial Public Offering, and (iii) on and following the second anniversary of the date of the consummation of the Company's Initial Public Offering, all of its remaining Membership Interest. Any such Sale permitted by this Section 6.6 must be made in a widely distributed public offering. To effectuate such Sale, the Company hereby grants and agrees to cause its successor in interest as contemplated by Article X to grant, to the Members customary registration rights to be agreed upon between the Company and the Members, such rights to become effective 180 days after the consummation of the Company's Initial Public Offering.

6.7 Purchase of Cartell's Membership Interest by the Company.

(a) In the event that the Company's Initial Public Offering has not occurred on or before three (3) years from the date of this Agreement, Cartell may request that the Company purchase all but not less than all of its Membership Interest for the price of (x) \$50,000,000 plus (y) the amount of all capital contributions made by Cartell to the Company pursuant Section 4.3(c) and Section 4.3(f) through the date of repurchase (the "Repurchase Amount") by giving written notice to the Company on or before thirty (30) days after the date that is three (3) years from the date of this Agreement. If Cartell does not deliver any such notice to the Company on or before thirty (30) days after the date that is three (3) years from the date of this Agreement, Cartell's right under this Section 6.7(a) shall terminate. Upon the Company's receipt of such written request within the above time period (the "Repurchase Notice"), the Company shall purchase Cartell's Membership Interest for the Repurchase Amount. The closing of any such purchase of Cartell's Membership Interest by the Company shall, subject to Section 6.7(c) below, occur no later than one hundred and twenty (120) days after the Company's receipt of the Repurchase Notice.

(b) In the event of the death or Incapacity of Mr. Joe Lewo, the president of Cartell, and provided that the Company has not consummated its Initial Public Offering, the Company shall purchase Cartell's Membership Interest for the Repurchase Amount. The closing of any such purchase of Cartell's Membership Interest by the Company shall, subject to Section 6.7(c) below, occur no later than one hundred and twenty (120) days after the death or Incapacity of Mr. Joe Lewo.

(c) The time periods specified in this Section 6.7 shall be extended to the extent necessary to accommodate any required Governmental Body filings or Governmental Approvals, each of which filings and approvals the Company agrees to use its best efforts to make or obtain as quickly as reasonably practicable.

**ARTICLE VII
MEETINGS OF MEMBERS**

7.1. **Place of Meetings.** All meetings of Members shall be held at the principal office of the Company as provided in Section 2.5, or at such other place as may be designated by the Board of Directors or by the Members calling the meeting.

7.2. **Meetings.** Meetings of Members for any proper purpose or purposes may be called at any time by any Member or by at least a majority of the Directors then serving on the Board of Directors. The Board of Directors shall ensure that at least one meeting of the Members is held each year.

7.3. **Notice.** A Notification of all meetings, stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) Business Days nor more than thirty (30) days before the meeting to each Member entitled to vote.

7.4. **Waiver of Notice.** Attendance of a Member at a meeting shall constitute a waiver of Notification of the meeting, except where such Member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Notification of a meeting may also be waived in writing. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the Notification of the meeting but not so included, if the objection is expressly made at the meeting.

7.5. **Voting.**

(a) All Members shall be entitled to vote on any matter submitted to a vote of the Members. Each Member shall be entitled to one vote for each full percentage of the Membership Interest held by such Member.

(b) Fractional votes shall be permitted.

(c) The affirmative vote of a Majority Vote of the Members shall be the act of the Members.

(d) Cartell shall vote its Membership Interest in the same manner as Ford on all matters submitted to the Members for a vote.

(e) No provision of this Agreement requiring that any action be taken only upon approval of a Majority Vote of the Members may be modified, amended or repealed unless such modification, amendment or repeal is approved by a Majority Vote of the Members.

7.6. **Action by Written Consent.** Any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed and dated by all of the Members. Such consent shall have the same force

and effect as a vote of the signing Members at a meeting duly called and held pursuant to this Article VII.

7.7. Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A facsimile, e-mail, telegram, telex, cablegram or similar transmission by the Member or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section 7.7. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Company before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Board of Directors who shall decide all questions relating to the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairperson of the meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two or more Persons to act as proxies, unless such instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Membership Interests that are the subject of such proxy are to be voted with respect to such issue.

7.8. Conference Telephone Meetings. Meetings of the Members may be held by means of conference telephone or similar communications equipment so long as all Persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business thereat on the ground that the meeting is not lawfully called or convened.

ARTICLE VIII MANAGEMENT OF THE COMPANY

8.1. Management of the Company and the Business. Except as otherwise expressly provided in this Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, a board of directors (the "Board of Directors") as described herein.

8.2. Board of Directors; Number and Election of Directors. Initially, the Board of Directors shall consist of: (i) four (4) Directors designated by Ford (one of which shall be Chairman of the Board), (ii) two (2) Directors designated by Qualcomm, and (iii) the Chief Executive Officer of the Company, or if there is not a Chief Executive Officer, the President. Cartell shall not have the right to designate a Director. If a Major OEM is admitted as an

Additional Equity Member, Ford shall retain the right to appoint the majority of the Directors of the Board, as long as Ford's Membership Interest in the Company exceeds fifty percent (50%), and the size of the Board of Directors shall, as determined by Ford, increase up to eleven (11) Directors, with such Major OEM(s) having the right to designate up to two (2) Directors, as determined by Ford. Any number of Directors granted to a Major OEM who is admitted as an Additional Equity Member in excess of two (2) shall be determined by the unanimous consent of the Members. Notwithstanding the foregoing, if Ford's Membership Interest decreases such that it is below 25%, Ford shall have the right to appoint only two (2) Directors. Notwithstanding the foregoing, if Qualcomm's Membership Interest decreases such that it is below 10%, Qualcomm shall have the right to appoint only one (1) Director and if Qualcomm's Membership Interest decreases such that it is below 3%, Qualcomm shall not have the right to appoint a Director. Unless otherwise agreed by a majority of the Board of Directors, Directors shall be directors, officers or employees of a Member or any Affiliate of a Member; provided, however, that the Directors designated by any Member shall not serve on the management committee, board of directors or other similar governing body of any Person (other than such committee, board or similar governing body of a Member or its Affiliates) that competes, directly or indirectly, with the Company. As long as Ford, Qualcomm and Cartell own in the aggregate at least ninety percent (90%) of the Membership Interests, Cartell shall have the right, as long as it owns a Membership Interest, to have its designee, which shall be Mr. Joe Lewo so long as he has not suffered an Incapacity and is willing to attend, attend all Board of Directors meetings in a non-voting observer capacity.

8.3. General Powers of Board of Directors. Except as may otherwise be expressly provided in this Agreement and subject to Section 7.5 and Section 8.4, and subject to the express rights of the Members to remove the Directors as provided in Section 8.11, the Board of Directors shall have complete and exclusive discretion and authority in the management and control of the business and affairs of the Company, including the right to make and control all ordinary and usual decisions concerning the business and affairs of the Company. The Board of Directors shall, subject to Section 7.5 and Section 8.4, possess all power, on behalf of the Company, to do or authorize the Company or to direct the officers, employees and agents of the Company, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

8.4. Limitations on Powers of Board of Directors. The enumeration of powers in this Agreement shall not limit the general or implied powers of the Board of Directors or any additional powers provided by law. Notwithstanding the foregoing, Section 8.3 or any other provision contained in this Agreement to the contrary, no act shall be taken, sum expended, decision made, obligation incurred or power exercised by the Company, or the Board of Directors or the officers, employees or agents of the Company on behalf of the Company with respect to any matter set forth in this Agreement in which a vote by the Members is required and any of the following actions except in each case:

(a) Prior to a Major OEM being admitted as an Additional Equity Member, the following matters shall require the affirmative vote or written consent of four (4) Directors which must include the vote or consent of at least one (1) Director appointed by Qualcomm:

(i) the undertaking of any business outside the scope of the purpose of the Company as set forth in Section 2.3;

(ii) authorizing a merger or consolidation of the Company into or with any other Person or Persons in which the Members shall own less than a majority of the voting securities of the surviving Person, or the sale of all or substantially all the assets of Company;

(iii) the Initial Public Offering of the Company;

(iv) the issuance of any Membership Interest to any Additional Equity Member, other than (a) a Major OEM(s), (b) the issuance of up to a five percent (5%) Membership Interest to an Additional Technology Partner(s) or (c) the issuance of up to a five percent (5%) Membership Interest to a Content/Service Provider(s) in each such case pursuant to Section 3.2(b);

(v) any amendment or restatement of the Certificate of Formation of the Company or this Agreement, subject to the limitations of Section 16.4, which would adversely affect Qualcomm in any material respect;

(vi) to create, incur, assume or suffer to exist any indebtedness for borrowed money by the Company in excess of \$50,000,000 in the aggregate at any one time outstanding, other than the line of credit contemplated by Section 4.8(c);

(vii) any material change to the Business Plan, material change means a change in the agreed upon cash requirements set forth in the Business Plan of 10% or more or a change in the revenue projections, earnings or losses set forth in the Business Plan of 15% or more in each case in any calendar year covered by the Business Plan. As used in this Section 8.4, Business Plan shall mean the Business Plan initially approved by the affirmative vote or written consent of at least four (4) Directors which must include the vote or consent of at least one (1) Director appointed by Qualcomm or any amended Business Plan that has been approved under this Section 8.4(a)(vii) or Section 8.4(e) below;

(viii) the granting of any subsidies or revenue sharing (or similar payments) to Members or customers of the Company;

(ix) the entering into any contract with a Member or its Affiliate other than in the ordinary course of business and consistent with the provisions of Section 9.6; or

(x) Any increase in the number of board of directors of the Company.

(b) Prior to a Major OEM being admitted as an Additional Equity Member, any purchase by the Company from any Person of assets or a business, or any ownership interest in any Person or business, whether effected as a merger, an acquisition of assets, or an acquisition of capital stock or other equity interests, for a total purchase price (including the assumption of

any funded indebtedness) in excess of \$75,000,000 shall require the affirmative vote or written consent of five (5) Directors.

(c) After a Major OEM is admitted as an Additional Equity Member, the following matters shall require the affirmative vote or written consent of at least seven (7) Directors if the Board is composed of nine (9) Directors or nine (9) Directors if the Board is composed of eleven (11) Directors or more :

(i) the undertaking of any business outside the scope of the purpose of the Company as set forth in Section 2.3;

(ii) authorizing a merger or consolidation of the Company into or with any other Person or Persons in which the Members shall own less than a majority of the voting securities of the surviving Person, or the sale of all or substantially all the assets of Company;

(iii) any amendment or restatement of the Certificate of Formation of the Company or this Agreement, subject to the limitations of Section 16.4, which would adversely affect Ford, Qualcomm, Cartell or a Major OEM who is an Additional Equity Member in any material respect;

(iv) any purchase from any Person of assets or a business, or any ownership interest in any Person or business, whether effected as a merger, an acquisition of assets, or an acquisition of capital stock or other equity interests, for a total purchase price (including the assumption of any funded indebtedness) in excess of \$75,000,000; or

(v) the entering into any contract with a Member or its Affiliate other than in the ordinary course of business and consistent with the provisions of Section 9.6.

(d) After a Major OEM has become an Additional Equity Member, the following matters shall require the affirmative vote or consent of a majority of the Directors plus one additional Director :

(i) the Initial Public Offering of the Company;

(ii) the issuance of any Membership Interest to any Additional Equity Member, other than the issuance of up to a five percent (5%) Membership Interest to an Additional Technology Partner(s) or (b) up to a five percent (5%) Membership Interest to a Content/Service Provider(s) in each case pursuant to Section 3.2(b);

(iii) to create, incur, assume or suffer to exist any indebtedness for borrowed money by the Company in excess of \$100,000,000 in the aggregate at any one time outstanding, other than the line of credit contemplated by Section 4.8(c); or

(iv) the entering into any contract with a Member or its Affiliate other than in the ordinary course of business and consistent with the provisions of Section 9.6.

(e) After a Major OEM has become an Additional Equity Member, the following matters shall require the affirmative vote or written consent of a majority of the Directors plus one additional director, which must include the vote or consent of at least one (1) Director appointed by Qualcomm:

(i) any material change to the Business Plan, material change means a change in the agreed upon cash requirements set forth in the Business Plan of 10% or more or a change in the revenue, earnings or loss projections set forth in the Business Plan of 15% or more in each case in any calendar year covered by the Business Plan; or

(ii) the granting of any subsidies or revenue sharing (or similar payments) to Members or customers of the Company.

Notwithstanding the foregoing, upon the earlier to occur of (i) the Company's Initial Public Offering or (ii) three (3) years from the date of this Agreement, provided a Major OEM has been admitted as an Additional Equity Member, all actions in this Section 8.4 shall be made by the affirmative vote or consent of a majority of the Directors, provided that the actions set forth in Section 8.4(e) shall be operative until the Company's Initial Public Offering, provided that Qualcomm continues to own at least a five percent (5%) Membership Interest in the Company prior to that time.

8.5. Place of Meetings. Meetings of the Board of Directors may be held at whatever place that is specified in the call of the meeting. In the absence of specific designation, the meetings shall be held at the principal office of the Company as provided in Section 2.5. The Directors serving on the Board of Directors may, if the Chairperson appointed by the Members is absent, appoint from among themselves a chairperson to preside at meetings of the Board of Directors. Any Director shall be permitted to attend any meeting of the Board of Directors in person or by conference call pursuant to Section 8.8.

8.6. Regular Meetings. The Board of Directors of the Company shall meet at least quarterly. No notice need be given to Directors of regular meetings for which the Directors previously have designated a time and place and included such designation in minutes of a meeting of the Directors or other Notification that was distributed to all Directors.

8.7. Special Meetings. Special meetings of the Board of Directors may be held at any time upon the request of any Director. A Notification of any special meeting shall be sent to the last known address of each Director to ensure receipt of such notice at least two (2) Business Days before the meeting. The Members shall cooperate and use their reasonable best efforts to schedule meetings at times and places which will maximize attendance. Notification of the time, place and purpose of such meeting may be waived in writing before or after such meeting, and shall be equivalent to the giving of a Notification. Attendance of a Director at such meeting shall also constitute a waiver of Notification thereof, except where such Director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is

not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

8.8. Conference Telephone Meetings. Meetings of the Board of Directors may be held by means of conference telephone or similar communications equipment so long as all Persons participating in the meeting can hear each other. Any Director may participate in any meeting by conference telephone or similar telecommunications equipment, in the aforesaid manner, on advance request to the Board of Directors, which shall not unreasonably refuse such request. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business thereat on the ground that the meeting is not lawfully called or convened.

8.9. Quorum of and Action by Board of Directors. The presence of a majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Each Director will be entitled to one vote. Except as otherwise expressly set forth in this Agreement, including Section 8.4 and Section 8.11, any action to be taken or approved by the Board of Directors hereunder must be taken or approved by a majority of the Directors, and any action so taken or approved shall constitute the act of the Board of Directors.

8.10. Compensation. The Directors shall serve without compensation.

8.11. Resignation and Removal. Any Director may resign at any time by giving notice to the Company and the Member that designated such Director. Such resignation shall be made in writing and shall take effect upon the earlier of (i) twenty (20) days following delivery of such notice as provided herein, (ii) the acceptance of such resignation by the remaining Directors of the Board of Directors or (iii) at the time such Director is replaced by the Member that designated such Director (or in the case of the Chief Executive Officer or President, as the case may be, who is a Director, a new Chief Executive Officer or President, as the case may be, is designated by Ford). Any Director serving on the Board of Directors by designation of a Member may be removed, either with or without cause, only upon the written request of such Member (any such removal shall be effective upon the delivery of such a written request to the Company and to such Director). In the event any Member's Membership Interest in the Company shall decline such that it is entitled to fewer Directors under Section 8.4, such Member shall promptly request the removal of the appropriate number of Directors designated by such Member so as to comply with the provisions of Section 8.4.

8.12. Vacancies. Any vacancy occurring with respect to a Director serving on the Board of Directors by designation of a Member shall be filled by designation of the party that designated such Director pursuant to the procedures set forth in Section 8.2.

8.13. Action by Written Consent. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of members of the Board of Directors.

8.14. Standard of Care; Liability. The, Directors and Officers of the Company owe the same fiduciary duties to the Company as directors and officers owe to a corporation. Every Director shall discharge his or her duties as a director in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Company. A Director shall not be liable for any monetary damages to the Company for any breach of such duties except for a receipt of a financial benefit to which the Director is not entitled or a knowing violation of any Requirements of Law.

8.15. Company Minutes. The decisions and resolutions of the Board of Directors and the Members shall be reported in minutes which shall record the date, time and place of the meeting (or the effective date of the result of such voting) or written consent in lieu of a meeting, those present and the minutes shall be kept in the Company's minute books with copies provided to each Member. Such minutes shall be subject to the confidentiality restrictions contained in this Agreement.

8.16 Adjournment. Any meeting of the Board, whether or not a quorum is present, may be adjourned to another time and place by the affirmative vote of a majority of the votes present. If the meeting is adjourned, notice of such adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

ARTICLE IX OFFICERS; TRANSACTIONS BETWEEN MEMBERS AND THE COMPANY

9.1. Appointment of Officers. The officers of the Company shall be a President and a Secretary and such other officers as the Board of Directors, by majority vote, may from time to time approve. Harel Kodesh shall act as the initial President. Ford shall have the right to appoint the President and, if a Chief Executive Officer position is established, Ford shall have the right to appoint the Chief Executive Officer, in each case so long as Ford's Membership Interest is equal to or greater than twenty percent (20%). The appointment and hiring of additional Officers of the Company shall be made by the Chief Executive Officer, or if there is not a Chief Executive Officer, the President, from time to time, subject to the prior approval of the majority of the Directors provided that Ford's prior written consent shall be required in selecting the Company's chief financial officer, as long as Ford's Membership Interest is equal to or greater than five percent (5%), and Qualcomm's prior written consent shall be required in selecting the Company's chief technical officer, as long as Qualcomm's Membership Interest is equal to or greater than five percent (5%), in each case such consent not to be unreasonably withheld. Unless otherwise specified by the Board of Directors at the time of appointment, each Officer of the Company shall hold office until his or her death, resignation or removal. Officers of the Company shall designate 100% of their business time to the business of the Company. An Officer of the Company shall not be considered to be an employee of the Company solely by reason of holding such office.

9.2. Resignation; Removal; Vacancies. Any Officer may resign at any time by giving written notice to the Board of Directors and the Chief Executive Officer or if there is not a Chief Executive Officer, the President. Unless otherwise stated in a notice of resignation, it shall take effect when received by the Board of Directors or Chief Executive Officer, or if there is not a Chief Executive Officer, the President, without any need for its acceptance. The Board of Directors shall have the right to remove any Officer of the Company for or without cause at any time. In the event of a vacancy occurring in the office of the President or the Chief Executive Officer, such vacancy shall be filled by Ford as long as Ford's Membership Interest in the Company is equal to or greater than twenty percent (20%). Ford agrees to discuss its choice of the Chief Executive Officer and President with Qualcomm and Cartell prior to such appointment, provided however, the choice of the Chief Executive Officer and President shall be in the sole discretion of Ford, and not any other Member, as long as Ford's Membership Interest in the Company is equal to or greater than twenty percent (20%). In the event of a vacancy occurring in the office of the Chief Technical Officer, such vacancy shall be filled by the Board, subject to Qualcomm's prior written consent, as long as Qualcomm's Membership Interest is equal to or greater than five percent (5%), such consent not to be unreasonably withheld. In the event of a vacancy occurring in the office of the Chief Financial Officer, such vacancy shall be filled by the Board, subject to Ford's prior written consent, as long as Ford's Membership Interest is equal to or greater than five percent (5%), such consent not to be unreasonably withheld. Except as otherwise provided for in Section 9.1, any other vacancy occurring in any other Officer position shall be filled by the Chief Executive Officer, or if there is not a Chief Executive Officer, the President, subject to the prior approval of the Board of Directors.

9.3. Delegation of Authority. Pursuant to the provisions of Section 18-407 of the Act, the Members and the Board of Directors may delegate to the Officers the authority, right and power to manage the Company's day-to-day business substantially in accordance with the Business Plan, and to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement (but subject in all cases to the limitations set forth in this Agreement) Notwithstanding this Section 9.3, the Officers shall not have the authority, right or power to take any action described in Section 8.4 unless such action is approved by the requisite votes and by such parties described therein, or to take any other action that by the terms of this Agreement requires the approval of a specified percentage of Membership Interest in the Company unless such action is approved by the requisite percentage of Membership Interest in the Company; and provided further that the delegation of authority in this Section 9.3 may be revoked in whole or in part at any time or from time to time by the Members, acting by Majority Vote of the Members, or by the Board of Directors (but no such revocation shall affect the rights of a third party under a contract entered into by the Company pursuant to such delegated authority prior to the revocation thereof). The Board of Directors and Members by resolution at a duly called meeting thereof will determine those obligations that are delegated to the Officers of the Company.

9.4. Authority and Duties. Exhibit B hereto describes the powers and responsibilities of the President, the Secretary, and the Chief Technical Officer of the Company. Such powers and responsibilities shall be subject to modification from time to time by the Board of Directors.

9.5. Litigation and Claims Involving Members; Determinations Regarding Ancillary Agreements. Notwithstanding any other provision of this Agreement, in the event that (x) there is any action, suit, proceeding, litigation or arbitration between the Company, on the one hand, and any Member (or an Affiliate of a Member), on the other hand, or (y) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under any Ancillary Agreement) by the Company against any Member (or an Affiliate of a Member), or by any Member (or an Affiliate of a Member) against the Company (the Member described in clause (x) or (y) being referred to herein as the "Interested Member"), all determinations of the Company relating to such action, suit, proceeding, litigation, arbitration, claim, demand (including all determinations by the Company whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by the Company relating to the prosecution or defense thereof) shall be made by the Company in accordance with the directions of the Members who are not the Interested Members. In the event there shall be more than two Members who are not Interested Members, such directions shall be given by the non-Interested Members who hold at least a majority of the total percentage of Membership Interests of the Company held by such non-Interested Members.

9.6. Transactions with Affiliates.

(a) The Company shall not enter into, amend, modify or subject to waiver any transaction or contract, or series of related transactions and contracts with any Member or any Affiliate of any Member, unless (x) the transaction, contract, amendment, modification or waiver, judged according to the circumstances at the time of commitment, is fair to the Company and on terms at least as favorable to the Company as those which the Company offers to an unrelated third party for the same or similar transaction and for similar quantities, (y) the transaction, contract, amendment, modification or waiver is approved by a Majority Vote of disinterested Members, or (z) the transaction, contract, amendment, modification or waiver is approved by a majority of Directors not appointed by the Interested Member, provided that Cartell shall not be considered disinterested in matters involving Ford.

(b) The provisions of Section 9.6(a) shall not apply to the entry of the Company into, or execution by the Company of, the Ancillary Agreements, or to the transactions, agreements and instruments contemplated thereby, or to the execution by the Company of the transactions, agreements and instruments contemplated by this Agreement including, Schedule I in connection with each of Ford's, Qualcomm's and Cartell's Initial Capital Contributions.

(c) Subject to the foregoing provisions of Section 9.6, any Member or any Affiliate of a Member may be employed or retained by the Company or any Affiliate of the Company in any capacity. The validity of any transaction, agreement or payment involving the Company and the Members or any of their respective Affiliates otherwise permitted by this Agreement shall not be affected by reason of the relationship between the Members and such Affiliate or the approval of such transaction, agreement or payment by the Members.

**ARTICLE X
PUBLIC OFFERING AND INCENTIVES
FOR EMPLOYEES AND
CONSULTANTS TO COMPANY**

The Members anticipate that (1) at a later date, direct or indirect interests in the Company, or its successor, may be sold in a Public Offering, and (2) in order for the Company to attract and retain key employees and consultants, it will be necessary to offer direct or indirect interests in the Company, or its successor, through option and grant arrangements. The Members agree that upon approval of the requisite votes or consents as set forth in Section 8.4 in the case of (1) above and by the Members by a Majority Vote in the case of (2) above, additional Membership Interests (or their equivalent) may be offered to Additional Equity Members (or their equivalent) for the foregoing purposes. The Members acknowledge and accept that any issuances of Membership Interests pursuant to the foregoing two sentences will be dilutive of all then-existing Members and their Membership Interests. For purposes of the foregoing, the Members further agree to the following provisions:

10.1 Public Offering Provisions. Interests in the Company may be sold in a Public Offering through one of the following three methods, as determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering, provided, that if the formation of a corporation under Section 10.1(a), (b), or (c), or the transfer of assets and distribution of corporate stock under Section 10.1(c), as applicable, does not constitute a tax deferred transaction for United States income tax purposes, the selection of such method shall require approval of all of the Members.

(a) Conversion to Corporation. The Company may be converted into a corporation ("Successor Corporation"), formed under the laws of a state of the United States, pursuant to (i) a merger or consolidation of the Company into a corporation formed for such purpose, (ii) pursuant to a transfer to the Successor Corporation of all of the assets and all of the liabilities of the Company, (iii) through a conversion of the Company into a corporation pursuant to provisions of Section 18-216 of the Act (or successor provisions thereto), or (iv) through any substantially equivalent method. In connection with any of the foregoing, the Membership Interests of Members would be converted into or exchanged for shares of capital stock in the Successor Corporation. The method used to convert the Company into a Successor Corporation shall be determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering. The constituent documents of the Successor Corporation shall provide that all matters submitted to shareholders for approval, including mergers, consolidations, sale or other disposition of all or substantially all of the assets, amendments to articles of incorporation, dissolutions, and winding up, shall require the approval of only a majority of the votes entitled to vote thereon and shall otherwise be as determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering. The capital stock that each of the Members receives in the Successor Corporation in exchange for each Membership Interest (or fraction thereof) shall be identical in all material respects to the capital stock received by all other Members in the Successor Corporation in exchange for each Membership Interest (or fraction thereof). The Members acknowledge that the capital stock in the Successor Corporation offered to the public

or other non-Member Persons may have different voting rights than the capital stock provided to the Members. Following conversion of the Company into the Successor Corporation, the Successor Corporation would sell in a Public Offering such capital stock of the Successor Corporation on such terms and conditions as may be determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering.

(b) Formation of a Member Corporation for Purposes of a Public Offering. The Company may cause to be formed a new corporation ("Public Corp") under the laws of a state of the United States, the sole purpose of which would be to hold a Membership Interest in the Company. The constituent documents of Public Corp shall be as determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering. Public Corp would sell its capital stock in a Public Offering on such terms and conditions as may be determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering. The net proceeds of the Public Offering would be used by Public Corp to make a Capital Contribution to the Company and acquire a Membership Interest in the Company, on such terms as may be determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering. Upon the making of such Capital Contribution, Public Corp would be admitted as a Member of the Company. In connection with a Public Offering by Public Corp, if it is determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering, that Public Corp must have special management or other rights in order to avoid registration under the Investment Company Act of 1940, this Agreement may be amended, by determination of the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering, to accommodate such special management and other rights. Pursuant to the foregoing, but not by way of limitation, the Members may determine, by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering, that in order to undertake the Public Offering, Public Corp must become sole Manager of the Company, with sole and exclusive power to direct the business and affairs of the Company. In such a case, the Membership Interests shall be restructured so that a substantial majority of each Member's Membership Interests are converted into Membership Interests with no votes and the balance of such Membership Interests retain votes. The Membership Interests that retain votes would in turn be contributed by the Members to Public Corp in exchange for capital stock of Public Corp that would provide to the Members, at a minimum, a percentage of the votes in the selection of the board of directors of Public Corp and on matters submitted to the shareholders of Public Corp for their approval equivalent to the percentage of Membership Interests held by the Members in the Company. In connection with any such restructuring, each Member's Membership Interest shall be converted into non-voting and voting Membership Interests by applying the same conversion ratio and the capital stock that each of the Members receive in Public Corp in exchange for each voting Membership Interest shall be identical in all material respects to the capital stock received by all other Members in Public Corp in exchange for each voting Membership Interest. Following completion of the contribution of voting Membership Interests to Public Corp in exchange for Public Corp stock, the Company would be converted into a Manager-managed limited liability company.

(c) **Contribution of Assets and Liabilities to New Corporation.** The Company may contribute all or substantially all of its assets and liabilities to a corporation formed under the laws of a state of the United States in exchange for capital stock of that corporation. That corporation would then sell in a Public Offering stock in that corporation on such terms and conditions as may be determined by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering. The Company may remain in existence after the Public Offering, as a shareholder of the public company.

In connection with any Public Offering pursuant to the foregoing, but subject to the restrictions and limitations of the foregoing, this Agreement may be amended as deemed necessary or convenient by Company counsel or by the Company's anticipated underwriters in such Public Offering to permit the Public Offering upon approval by the applicable number of votes set forth in Section 8.4 that are necessary for the approval of the Company's Initial Public Offering, provided such amendment does not materially adversely affect the rights of any Member who does not consent. In addition, each Member agrees to take all steps, and execute all documents and instruments as may be reasonably necessary to carry out a Public Offering pursuant to any of the foregoing methods. The restructuring and transactions contemplated by this Section 10.1 shall be carried out so as to minimize, to the maximum extent reasonably possible, adverse tax consequences to the Company, its successor, and the Members and their Affiliates. In connection with a Public Offering, each of the Members shall be afforded substantially the same rights pro rata (based on relative Membership Interests) as are offered to other Members to exchange their Membership Interests for registered or registrable shares in Public Corp or to register pursuant to the Securities Act their direct or indirect interests in the Company. Nothing herein, or elsewhere, shall however be construed as a commitment or understanding of any Member (or any of its Affiliates) to undertake a Public Offering in connection with the Company and the Members acknowledge that no such commitment or understanding has been made or reached.

(d) **Company Structure.** The Members intend to implement the structure proposed in Section 10.1(b) as soon as practicable after the Effective Date.

10.2 Incentive Provisions. Any offering of direct or indirect interests in the Company to key employees and consultants of the Company shall be pursuant to such plans and arrangements as may be approved by the Members by a Majority Vote. Any such grants shall result in a pro-rata dilution of a Member's Membership Interests. Any consideration payable in respect to such offered interests shall be paid to the Company.

ARTICLE XI

FISCAL MATTERS; BOOKS AND RECORDS; OWNERSHIP OF COMPANY PROPERTY; CONFIDENTIALITY PROVISIONS

11.1. Company Bank Accounts; Investments. Capital Contributions, revenues and any other Company funds shall be deposited by the Company in one or more bank accounts established in the name of the Company at such financial institution(s) as may be approved by the Board of Directors, or shall be invested by the Company, in accordance with parameters

established by the Board of Directors, in furtherance of the purposes of the Company. Except as may otherwise be provided in any other Ancillary Agreement or approved by the Board of Directors: (i) no other funds shall be deposited into Company bank accounts or commingled with Company Property and (ii) funds deposited in the Company's bank accounts may be withdrawn only to be invested in furtherance of the Company's purposes, to pay Company debts or obligations or to be distributed to the Members pursuant to this Agreement. The Members agree that any amount of the \$5,000,000 initial cash contribution of Ford and the \$5,000,000 initial cash contribution of Qualcomm made by each pursuant to Section 4.1 that are not needed by the Company for day-to-day operations shall be invested in an appropriate investment grade debt security as determined by the Board which may include Ford Credit Commercial Paper until such time as those funds are needed by the Company.

11.2. Records Required by Act; Right of Inspection.

(a) During the term of the Company's existence, there shall be maintained all records required to be kept pursuant to the Act, including a current list of the names, addresses and Membership Interests held by each of the Members (including the dates on which each of the Members became a Member), copies of federal, state and local information or income tax returns for each of the Company's tax years, copies of this Agreement and the Certificate of Formation, including all amendments or restatements, correct and complete books and records of account of the Company and the minute book of the Company.

(b) An authorized representative of a Member may examine and copy in person, at any reasonable time, all of the Company's books, records and assets. Upon written or oral request by any Member made to the Company, the Company shall provide to the Member without charge true copies of (i) this Agreement and the Certificate of Formation and all amendments or restatements, and (ii) any of the tax returns of the Company described above.

(c) The parties agree that the internal and external auditors of the Members and their relevant Affiliates shall have access to all financial and accounting records of the Company. However, fees of third party audits shall not be reimbursed by the Company, although the Company shall pay its own expenses relating to such audits. The parties hereby further agree to the disclosure of any financial information required to be disclosed by any Member in order to comply with applicable Requirements of Law, including applicable regulations of the Securities and Exchange Commission or any other regulatory authority. The Company shall give notice to each Member, as promptly as practicable after receiving any request for information or access to the records of the Company from any third party, of the substance of such request and shall take all actions reasonably requested by any Member lawfully to prevent the disclosure of, or otherwise to safeguard, any information that such Member reasonably believes to be confidential or sensitive.

(d) Each Member agrees that the Company shall be subject to inspection, examination or audit by any regulatory authority to the degree necessary for the Company, each Member and its Affiliates to remain in compliance with all laws, rules, regulations or

interpretations thereof applicable to it and that the Company and each Member will cooperate fully with any such examination, inspection or audit.

11.3. Company Books and Records. The Company shall keep proper and complete records and books of account in which shall be entered fully and accurately all transactions and other matters relative to the Company's business as are usually entered into records and books of account maintained by Persons engaged in businesses of a like character, including the Capital Account established for each Member. The books and records shall at all times be maintained at the principal office of the Company, or at such other place(s) as may be approved by the Board of Directors, and shall be open to the inspection and examination of the Members or their duly authorized representatives for any purpose during reasonable business hours and at the sole cost and expense of the inspecting or examining Member. The Company shall maintain at its principal office and make available to any Member or any designated representative of any Member a list of names and addresses of, and Membership Interests owned by the Members.

11.4. Access to Information.

(a) The Company shall send the following information to each Person who was a Member at any time during such Fiscal Year:

(i) As soon as available and in any event no later than ninety (90) days after the end of each Fiscal Year, audited financial statements (which shall be prepared in accordance with GAAP), including a balance sheet and statements of income and cash flows showing the cash distributed in such Fiscal Year and the balance of such Member's Capital Account at the end of such Fiscal Year and the manner of its calculation. Such financial statements shall be accompanied by a report of total headcount of the Company as of the end of such Fiscal Year.

(ii) As soon as available and in any event no later than forty five (45) days after the end of each Fiscal Quarter (thirty (30) days after the end of the first full Fiscal Quarter after the first anniversary of the Effective Date and each Fiscal Quarter thereafter), unaudited financial statements (which need not be prepared in accordance with GAAP or audited but shall be prepared in accordance with the internal management accounting systems used by the Company in the ordinary course of its business), including an income statement and balance sheet showing the balance of such Member's Capital Account at the end of such Fiscal Quarter and the manner of its calculation.

(iii) As soon as available and in any event no later than thirty (30) days after the end of each month (fifteen (15) days after the end of the first full month after the first anniversary of the Effective Date and each month thereafter), unaudited financial statements (which need not be prepared in accordance with GAAP or audited but shall be prepared in accordance with the internal management accounting systems used by the Company in the ordinary course of its business), including an income statement and balance sheet showing the balance of such Member's Capital Account at the end of such month and the manner of its calculation.

(iv) As soon as available and in no event later than thirty (30) days after the end of each month, such operating information (including updated financial forecasts if and when prepared by the Company) regarding the Company as may be requested by any Member.

(b) Each Member and each member of the Board of Directors shall be entitled to full access, upon reasonable prior notice and during normal business hours, to all Officers, employees, agents and accountants of the Company and to all of their assets, properties, books and records, which the Members may inspect and copy. The Company shall furnish each Member and each Director on the Board of Directors with all such information and data concerning the Business and the Company as such Member or Director on the Board of Directors reasonably may request in connection with such investigation.

11.5. Fiscal Year. Unless otherwise approved by the Members by a Majority Vote: (a) the Company's Fiscal Year shall coincide with the calendar year (the "Fiscal Year") and (b) each Fiscal Year shall consist of four quarters ending on the last day of March, June, September and December, respectively (with each of such quarters being referred to herein as a "Fiscal Quarter").

11.6. Tax Elections.

(a) The Company shall make the following elections on the appropriate tax returns:

(i) to adopt a calendar fiscal year as contemplated by Section 11.5(a);

(ii) to adopt the accrual method of accounting, if permitted by the Code, and to keep the Company's books and records on such method;

(iii) to elect to amortize the organizational expenses of the Company ratably over a period of sixty (60) months as permitted by Section 709(b) of the Code;

(iv) to elect under Section 195 of the Code to amortize the startup expenses of the Company over a period of sixty (60) months; and

(v) any other tax election not made with the filing of any tax return of the Company (all other tax elections made on any tax return of the Company shall be governed by Section 11.7) the Board of Directors may deem appropriate and in the best interests of the Members.

(b) In the event that any such election becomes burdensome to the Company or its Members, upon approval by Members by a Majority Vote, such election shall be revoked if possible or, with the approval of a Supermajority Vote of the Members, the Company restructured.

Neither the Company, the Board of Directors nor any Member or Director may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law.

11.7. Preparation of Tax Returns. The Accountants shall prepare all tax returns, reports, and similar statements required to be prepared by the Company or with respect to its activities, operations or properties and in doing so shall use its reasonable judgment with respect to the timing and manner of preparing the same. Each Member, and each former Member who was a Member during the applicable period, shall be provided a draft of such income tax return as soon as available and in no event later than sixty (60) days after the end of each Fiscal Year, which Member may respond to the Accountants with comments within fifteen (15) Business Days of receipt thereof. The Accountants shall communicate such comments to the other Members and shall in good faith consult with, and consider the views of, each Member regarding preparation of such tax returns, reports and similar statements and any tax elections made thereon and shall make a good faith attempt to reach a consensus on all issues. In the event that a consensus cannot be reached on any material issue relating to any substantive position to be taken on such tax returns, such issue shall be submitted to a mutually acceptable independent accounting firm of national reputation for a binding resolution of such issue, provided, however, that in all events positions taken on the Company's tax returns shall be consistent with the form of the transactions contemplated by and reflected in this Agreement and the Ancillary Agreements.

11.8. Tax Matters Partner. Ford shall be the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Code unless replaced by the Board of Directors. The Company shall reimburse the Tax Matters Partner for its direct out of pocket costs in carrying out its obligations as Tax Matters Partner pursuant to this Section 11.8. The Tax Matters Partner shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6231(a)(8) of the Code. The Tax Matters Partner shall inform each other Member of all significant matters that may come to its attention in its capacity as Tax Matters Partner by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity. The Tax Matters Partner may not take any action contemplated by Sections 6222 through 6231 of the Code without the consent of the Members, acting by a Majority Vote, but this sentence shall not limit the right of the Tax Matters Partner, acting in its individual capacity, to take any action left to the determination of an individual Member under Sections 6222 through 6231 of the Code.

11.9. Ownership and Title; No Partition.

(a) Except as specifically provided in Article XII or in any Ancillary Agreement, Company Property shall be deemed to be owned by the Company as an entity, and no Member or Director, individually or collectively, shall have any ownership interest in such Company Property or any portion thereof. Title to any or all Company Property may be held in the name of the Company or one or more nominees, as the Board of Directors may determine. All Company Property shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company Property is held.

(b) Each Member waives, until termination and winding up of the Company pursuant to Article XII, any and all rights that it may have to maintain an action for partition of Company Property.

11.10. Confidentiality Provisions.

(a) **Definition of Confidential Information.** Except as provided in Section 15.7, for the purpose of this Agreement, "Confidential Information" shall mean (as applicable) any and all of the following:

(i) any data or information that is a trade secret or competitively sensitive and not generally known to the public, including product information, historical and projected financial information, operating data and organizational and cost structures, customer information and customer lists, contracts, marketing strategies, business plans and internal performance or evaluation results relating to or arising from past, present or future business activities of the Company or any Member or any of their Affiliates (as applicable) (each, along with the Company, a "Protected Party") which is marked "confidential" or "proprietary" and includes the identity of the Protected Party;

(ii) any scientific or technical information, design, process, procedure, formula, invention, discovery, system or improvement that is commercially valuable and secret in the sense that its confidentiality affords or may afford a Protected Party a competitive advantage which is marked "confidential" or "proprietary" and includes the identity of the Protected Party; and

(iii) all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials, whether prepared by a Protected Party or by others, which contain or otherwise reflect any of the foregoing information which is marked "confidential" or "proprietary" and includes the identity of the Protected Party.

(b) **Confidentiality Obligations and Use.** Each Member agrees to maintain and to cause each of its Affiliates to maintain, and agrees that the Company will also be obligated to maintain and to cause each of its Affiliates to maintain, in confidence, any Confidential Information of a Protected Party disclosed to such Person, pursuant to this Agreement or any Ancillary Agreement or otherwise in connection with the Company, for a period of five (5) years after such Member's or Affiliate's or the Company's receipt of such Confidential Information. Without limiting the generality of the foregoing, each Member, the Company and their respective Affiliates:

(i) shall not disclose or permit any other Person access to the Confidential Information of a Protected Party, except that disclosure and access shall be permitted to an employee, officer, director, , lawyer (including external counsel), external or internal auditors, or regulatory authority of a Party or its Affiliates (or agent, representative or independent contractor of a Party or its Affiliates with the prior consent of the Protected Party, such consent not to be unreasonably withheld) requiring access to the same (A) in connection with the performance by Member, the Company or any of their respective Affiliates of any of their obligations under this

Agreement or any Ancillary Agreement, or (B) as otherwise permitted in this Section 11.10;

(ii) with regard to the Company or any of its Affiliates, shall not use any Confidential Information of a Protected Party for any purpose other than the performance of this Agreement, any Ancillary Agreement or as otherwise is necessary in carrying on the business contemplated by Section 2.3, and not permit any other Person to which it discloses any such Confidential Information to use any such Confidential Information other than for such a permitted purpose, subject to an appropriate confidentiality agreement;

(iii) with regard to a Member or any of its Affiliates, shall not use any Confidential Information of any other Member or any of such other Member's Affiliates for any purpose other than the performance of this Agreement or any Ancillary Agreement except as may be otherwise agreed between the Members involved;

(iv) shall exercise the same degree of care to prevent disclosure of Confidential Information of a Protected Party as that Person employs for its own proprietary information of a like kind;

(v) shall ensure that its employees, officers, directors, agents, representatives, external or internal auditors and independent contractors are advised of the confidential nature of the Confidential Information of the other parties, provided that in any event each Member, the Company and their respective Affiliates shall each be liable for any breach of this Section 11.10 by their respective employees, officers, directors, agents, representatives, external or internal auditors and independent contractors, and provided, further, that any third party service provider shall execute an appropriate confidentiality agreement;

(vi) shall not alter or remove any identification, copyright or proprietary rights notice which indicates the ownership of any part of the Confidential Information of the other Party; or

(vii) upon obtaining any knowledge of any possession or use of the Confidential Information of any other Party by any Person not authorized to receive or use such Confidential Information hereunder, shall notify such other Party promptly and in writing of the circumstances known to it surrounding such possession or use.

(c) **Return or Destruction of Confidential Information.** Unless otherwise provided in this Agreement or any Ancillary Agreement, each Member and its Affiliates shall return to the applicable other Member or its Affiliates or destroy, upon the earlier to occur of (x) the dissolution of the Company, or (y) request by the applicable Member of a return or destruction of its Confidential Information, all or any requested portion of the Confidential Information of any such other Member and its Affiliates disclosed to the Member or any of its Affiliates. The Company shall return to the applicable Member or its Affiliates or destroy upon dissolution of the Company, all or any requested portion of the Confidential Information of such Member and its Affiliates disclosed to the Company or any Affiliate thereof (excluding any Confidential Information the rights to which have been transferred or licensed by such Member or any of its Affiliates to the Company pursuant to any Ancillary Agreement, the Company's

rights to which solely being as set forth in such Ancillary Agreements). Rights to Confidential Information of the Company shall, upon dissolution of the Company, be distributed in accordance with the provisions of Article XII and shall continue to benefit from the protections of this Section 11.10, which protection shall be enforceable by the recipients of the rights to Confidential Information.

(d) **Confidentiality of Agreements.** Except as expressly authorized in this Agreement or any Ancillary Agreement or as otherwise required by law or stock exchange requirement, each Member shall keep confidential and not disclose, and shall cause their respective Affiliates and directors, officers and employees of such Member and its Affiliates to (and shall instruct any of its other agents, advisors, consultants, other than counsel or auditors who are bound by an ethical obligation of confidentiality, and independent contractors to whom disclosure may be made in connection with the negotiation and performance of this Agreement or any Ancillary Agreement to) keep confidential and not disclose, and agrees that the Company shall keep confidential and not disclose any of the terms and conditions of this Agreement or any Ancillary Agreement to any third party without the approval of Members by a Super-Majority Vote, provided that Member, the Company and their Affiliates may disclose the contents of any such agreement to (i) any potential Transferee Member or Additional Equity Member, any potential acquirer of assets from the Company, or any other Party with whom the Company may enter into a business combination, and (ii) investment or commercial bankers, and other financial institutions or lenders, and their counsel (persons receiving information under items (i) and (ii) shall receive and treat such information as the confidential information of such Member, the Company and/or their Affiliates, as applicable) in connection with performance of customary due diligence by such parties.

(e) **Exclusions.** Nothing in this Section 11.10 shall restrict any Party in any way with respect to, or require the return or destruction of, any Confidential Information or information or data identical or similar to such Confidential Information but which:

(i) the receiving Party rightfully possessed before it received the information from the other Party, as evidenced by such receiving Party's written documentation;

(ii) subsequently becomes publicly available through no fault of the receiving Party;

(iii) is subsequently furnished rightfully to the receiving Party by a third party (no Affiliate of any Member or the Company shall be considered to be a third party) not known to be under no restrictions on use or disclosure;

(iv) is independently developed by an employee, agent or contractor of the receiving Party, as proven by its contemporaneous written records;

(v) is required to be disclosed by law, rules, regulation or Court Order to any internal or external auditor, compliance officer, governmental entity or other Party, provided that the Party subject to such requirements notifies the Party who disclosed such Confidential Information of such law, rule, regulation or Court Order prior to disclosure and complies with

reasonable instructions (so long as provided in a timely manner) from the disclosing Party designed to obtain confidential treatment for such materials; or

(vi) is disclosed in any proceeding to enforce a Party's rights under this Agreement or any Ancillary Agreement provided that all reasonable measures to preserve the confidentiality of such information in any such proceeding are taken by such Party.

(f) **Remedy.** In the event of any breach of this Section 11.10 or any provision of any Ancillary Agreement incorporating the provisions of this Section by reference, the non-breaching Party may seek injunctive relief from a court of competent jurisdiction to maintain the status quo until such time as the parties resolve matters in accordance with the requirements of Section 13.3 herein below. Except as otherwise specifically provided herein, this Section 11.10 shall survive the expiration or termination of the Ancillary Agreements and, in accordance with the provisions of Section 11.10(c), dissolution and liquidation of the Company.

(g) **Construction.** In the event of a conflict between the terms of this Section 11.10 and any confidentiality or nondisclosure agreement entered into in connection with any of the Ancillary Agreements, the prevailing terms shall be those that provide the greatest degree of protection to the disclosing Party's Confidential Information.

11.11 Public Announcements. The parties shall not, without the approval of all other parties, make any other press release or other public announcement concerning the transactions contemplated by this Agreement or any Ancillary Agreement except as and to the extent that any such party shall be so obligated by law or the rules of any stock exchange or automated securities quotation system, judicial process or regulatory requirements, in which case the other parties shall be advised and the parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued. Nothing contained in the foregoing shall preclude mutually acceptable communications or disclosures necessary to implement the provisions of this Agreement or any Ancillary Agreement, or to comply with accounting, Securities and Exchange Commission and other regulatory disclosure obligations (provided that the disclosing Party shall to the extent possible provide the other parties with reasonable advance notice of such regulatory disclosure), or with respect to general communications by a party concerning the Company which do not disclose the specific terms and conditions contained in this Agreement or any Ancillary Agreement.

ARTICLE XII DISSOLUTION AND WINDING UP

12.1. Events Causing Dissolution. The Company shall be dissolved upon the written consent of Members holding 95% of the Membership Interests, at any time to dissolve and wind up the affairs of the Company, provided that only the applicable vote specified in Section 8.4 shall be required for a dissolution and winding-up pursuant to Section 10.1(a).

12.2. Winding Up. Except as otherwise provided in Section 10.1(a), if the Company is dissolved pursuant to Section 12.1, the Company's affairs shall be wound up as soon as reasonably practicable in the manner set forth below.

(a) The winding up of the Company's affairs shall be supervised by a liquidator (the "Liquidator"). The Liquidator shall be the Board of Directors or, if the Members prefer (as evidenced by action by Members by a Majority Vote), a liquidating committee selected by a Majority Vote of Members so long as such committee includes at least one representative from each Member.

(b) Solely in the event Ford agrees to continue to utilize CDMA technology in its and its manufacturing Affiliates vehicles (which for avoidance of doubt does not currently include Mazda because Ford does not currently own a majority of the equity of Mazda) beyond the dissolution of the Company, Ford may, at its election, receive as a distribution from the Company any or all of the following assets (collectively, the "Company IP"), subject to any existing licenses or commitments previously granted by the Company: (A) title to the Intellectual Property owned by the Company and used by the Company in providing products and services and necessary to permit Ford to continue to offer and service the products and services then offered or provided by the Company or Ford at the time of dissolution of the Company and without degradation of such product and services, and (B) a nonexclusive, irrevocable sublicense, for a term of ten (10) years, of Intellectual Property licensed to the Company, to the extent the Company has the right to grant such sublicense, and necessary to permit Ford to continue to offer and service the products and services then offered or provided by the Company or Ford at the time of the dissolution of the Company and without degradation of such product and services, to the extent permitted by such licenses and provided that Ford agrees to comply with the terms and conditions of such sublicense. The specific Company IP to be distributed to Ford shall be designated by Ford at the time it makes its election. In the event of such election: (i) the amount that Ford would otherwise be entitled to under Section 12.4(a)(v) shall be determined, solely for the purpose of this Article XII, as if the Company IP distributed to Ford were not distributed to Ford, but instead were sold to Ford for an amount equal to its fair market value, (ii) in the event the fair market value of the Company IP is less than the amount Ford would otherwise be entitled to under Section 12.4(a)(v), Ford shall be entitled only to such difference under that subsection and (iii) in the event the fair market value of such distributed assets exceeds the amount Ford would otherwise be entitled to under Section 12.4(a)(v), Ford shall be entitled to no distributions under that subsection and shall be required to pay to the Company such excess in cash. For purposes of the foregoing, the fair market value of the Company IP shall be determined by an investment banking firm of national reputation, whose fees shall be paid by the Company; such investment banking firm shall be appointed by the Liquidator and its appointment shall be reasonably acceptable to Ford and to holders of a majority of Membership Interests not held by Ford, any Affiliates of Ford or Cartell.

(c) In the event Ford does not exercise its rights pursuant to Section 12.2(b), each of Ford and Qualcomm may, at its election, receive as a distribution from the Company any or all of the Company IP, either solely or in joint ownership as agreed by Ford or Qualcomm, by paying the fair market value as determined by an investment banking firm of national reputation. In the event of such election: (i) the amount that Ford or Qualcomm would otherwise be entitled to

under Section 12.4(a)(v) shall be determined as if the Company IP distributed to such party were not distributed to it, but instead were sold to such party for an amount equal to its fair market value, (ii) in the event the fair market value of the Company IP is less than the amount the party would otherwise be entitled to under Section 12.4(a)(v), such party shall be entitled only to such difference under that subsection and (iii) in the event the fair market value of such distributed assets exceeds the amount the party would otherwise be entitled to under Section 12.4(a)(v), such party shall be entitled to no distributions under those subsections and shall be required to pay to the Company such excess in cash. For purposes of the foregoing, the fair market value of the Company IP shall be determined by an investment banking firm of national reputation, whose fees shall be paid by the Company; such investment banking firm shall be appointed by the Liquidator and its appointment shall be reasonably acceptable to Ford and to holders of a majority of Membership Interests not held by Ford, any Affiliates of Ford or Cartell.

(d) In winding up the affairs of the Company, the Liquidator shall have full right and unlimited discretion, in the name of and for and on behalf of the Company to:

- (i) prosecute and defend civil, criminal or administrative suits;
- (ii) collect Company assets, including obligations owed to the Company;
- (iii) settle and close the Company's business;
- (iv) dispose of and convey all Company property for cash, and in connection therewith to determine the identity of the purchaser (which may be a Member) and the time, manner and terms of any sale or sales of Company Property, having due regard for the activity and condition of the relevant market and general financial and economic conditions; provided, however, that if Ford or Qualcomm make an election permitted by Sections 12.2(b) and (c), the Company IP shall be distributed to Ford and Qualcomm, to the extent so elected by Ford and Qualcomm;
- (v) pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Company Property;
- (vi) discharge the Company's known liabilities, including payment of debts due Members and their Affiliates without priority or preference among them in proportion to the respective amounts due and, if necessary, to set up, for a period not to exceed five (5) years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
- (vii) make the distributions required by Section 12.4;
- (viii) prepare, execute, acknowledge and file articles of dissolution under the Act and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Company; and
- (ix) exercise, without further authorization or consent of any of the parties

hereto or their legal representatives or successors in interest, all of the powers conferred upon the Board of Directors under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions. The Liquidator (if not a Director or the Board of Directors) shall not be liable as a Director to the Members and shall, while acting in such capacity on behalf of the Company, be entitled to the indemnification rights set forth in Article XIV.

12.3. Compensation of Liquidator. The Liquidator (other than the Board of Directors) appointed as provided herein shall be entitled to receive such reasonable compensation for its services as shall be agreed upon by the Liquidator and approved by the Members by a Majority Vote.

12.4. Distribution of Company Property and Proceeds of Sale Thereof.

(a) Upon completion of all desired sales of Company Property, and after payment of all selling costs and expenses, the Liquidator shall distribute the proceeds of such sales, and any Company Property that is to be distributed in kind, to the following groups in the following order of priority:

(i) to satisfy the Company's liabilities to creditors, including Members and Directors who are creditors, to the extent otherwise permitted by law (other than for past due Company distributions), whether by payment or establishment of reserves;

(ii) to satisfy the Company's obligations to Members and former Members to pay past due Company distributions;

(iii) if and to the extent elected by Ford under Section 12.2(b) or (c), to Ford the Company IP;

(iv) if and to the extent elected by Qualcomm under Section 12.2(c), to Qualcomm the Company IP; and

(v) except as provided in Section 12.2(b) and 12.2(c), all remaining amounts shall be allocated to the Members in accordance with their respective Membership Interests.

(b) All distributions required under this Section 12.4 shall be made to the Members by the end of the taxable year in which the liquidation occurs or, if later, within ninety (90) days after the date of such liquidation.

(c) The claims of each priority group specified above shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all of the claims of a priority group, the available assets shall be distributed in proportion to the amounts owed to each creditor or the respective Membership Interests of each Member in such group.

12.5. Final Audit. Within a reasonable time following the completion of the liquidation, the Liquidator shall supply to each of the Members a statement that shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's distributions pursuant to Section 12.4.

12.6. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective Membership Interests, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

ARTICLE XIII DISPUTE RESOLUTION

13.1. Hierarchy of Dispute Resolution Procedures. Except as otherwise expressly set forth herein or in any Ancillary Agreement and except as required by the Act, any dispute, controversy or claim (a "Dispute"), whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory (i) between a Member and/or any Affiliate thereof, on the one hand, and any other Member and/or any Affiliate thereof on the other hand (a "Direct Dispute"), or (ii) between a Member and/or any Affiliate thereof, on the one hand, and the Company on the other hand (an "Indirect Dispute"), that arises out of or relates to this Agreement or any Ancillary Agreement or any obligations or related services to be provided hereunder or thereunder, other than any dispute as to valuation of an asset that is subject to an appraisal procedure hereunder or thereunder, shall be resolved in accordance with the procedures described in this Article XIII. In the case of any Indirect Dispute, including any determination on behalf of the Company as to whether the Company has any potential claim against a Member or a related Affiliate, the parties hereby acknowledge that the Members (and related Affiliates) other than the Member (and related Affiliates) directly involved in such Indirect Dispute should be deemed to be the real party in interest with respect to the Company's side of such Indirect Dispute and accordingly agree that in such Indirect Dispute, the non-interested Members, if any, shall have the authority to represent the interests of the Company in such Indirect Dispute, acting by majority vote based on the percentage of the Membership Interests in the Company held by such non-interested Members. In such a case, the Company shall reimburse the parties representing its interests for any reasonable attorney's fees for one set of attorneys or other expenses reasonably incurred by such parties in their representation of the Company's interests. In the case of either a Direct Dispute or Indirect Dispute, the parties agree to establish an internal hierarchy to facilitate resolution of any such Dispute as set forth below:

(a) Upon written request of any Member, each Member shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such Dispute. The designated representatives shall meet as often as the parties reasonably deem

necessary to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

(b) In the event that such representatives are unable to resolve the Dispute within thirty (30) days after the Dispute is submitted to them or such longer period of time as the parties to the Dispute shall then agree in writing, or if after ten (10) days either party determines in good faith prior to the expiration of such period that such representatives are unlikely to be able to resolve such matter, the Dispute shall be immediately referred by written notice to a Senior Officer of such Members for consideration. In the event that such Senior Officers are unable to resolve such Dispute within thirty (30) days after the Dispute is submitted to them or such longer period of time as the parties to the Dispute shall then agree in writing, then the Dispute shall be submitted to arbitration in accordance with Section 13.2. Notwithstanding the ten (10) and thirty (30) day periods specified above for attempts to resolve a Dispute by the applicable representatives or officers of the parties at a particular level, if one party at any time wishes to accelerate the interparty dispute resolution process by referring the Dispute to a higher level prior to the end of such stated time period, the other party shall endeavor to accommodate such request so long as its interests are not materially prejudiced by such acceleration.

13.2. Arbitration.

(a) Arbitral Dispute. If the parties are unable to resolve any Dispute as contemplated by Section 13.1, such Dispute (an "Arbitral Dispute") shall, except to the extent otherwise agreed by the parties in a particular instance, be resolved by each party submitting to the Arbitrator a proposed resolution of each Dispute being determined specifying in detail the relief requested for each such Dispute and components thereof. Each claim of a Dispute shall be determined and communicated to the parties which shall be the basis on which each party submits the proposed remedies. Upon completion of the arbitral hearing, the Arbitrator shall select the proposal submitted by one party or the other with respect to each such Dispute, and shall have no power to order any other resolution of the matter with respect to each such Dispute. The Arbitrator's decision shall be in writing but not need to specify the grounds for the decision. The parties to a Dispute, by mutual agreement, may give the Arbitrator the right to choose other alternatives in resolving the dispute other than the proposals submitted by parties. To the extent not inconsistent with the foregoing, each Arbitral Dispute shall be resolved pursuant to the CPR Institute for Dispute Resolution Rules for Non-administered Arbitration in effect at the time that the arbitration is commenced, before a single arbitrator selected as provided in Section 13.2(b). Unless the parties otherwise agree in a particular instance, the arbitration shall be held in Denver, CO.

(b) Arbitrator. The parties will make reasonable efforts to jointly appoint a mutually acceptable arbitrator, seeking assistance in such regard from the Center for Public Resources if they have been unable to agree upon such appointment within 20 days from the commencement of the negotiation period. The individual presiding over any Arbitrable Dispute is the "Arbitrator."

(c) Arbitral Hearing; Schedule. The Arbitrator shall schedule the arbitral hearing to take place no more than four (4) months after commencement of the arbitration, and the parties

shall endeavor in good faith to comply with such schedule.

(d) No Punitive Damages. The parties agree that punitive damages will not be awarded.

(e) Finality. The Arbitrator's decision shall be binding upon the parties and neither party shall appeal or otherwise contest it. If a party seeks unsuccessfully to appeal, vacate, or set aside an arbitral award, such party shall reimburse the other party for all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with the unsuccessful motion or appeal.

(f) Arbitrator Bound. In rendering his or her decision, the Arbitrator shall be bound by the terms of the Agreement and the laws governing the Agreement.

(g) Patent Issues. In the event that the Arbitrable Dispute requires for its resolution, a determination of patent validity or applicability, the Arbitrator shall have as nearly as practicable the following qualifications in order of importance: (1) at least fifteen (15) years experience in patent litigation, including substantial participation in at least two patent trials, and/or fifteen (15) years experience in patent prosecution in the telecommunications field or (2) at least three years experience as a judge for the Federal Court of Appeals for the Federal Circuit, and (3) some familiarity with the patent laws of the country or countries at issue in the Arbitrable Dispute.

13.3. Judicial Procedure. Nothing in Section 13.1 or 13.2 shall be construed to prevent any party from seeking from a court a temporary restraining order or other temporary or preliminary injunctive or other relief pending final resolution of a Dispute pursuant to such Sections. In addition, nothing in this Article shall be construed to prevent a party from instituting judicial proceedings at any time to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

13.4. Obligation to Continue Performance Pending Resolution of a Dispute. Notwithstanding the foregoing provisions of this Article, the Members agree to continue performing, and to cause their respective Affiliates to continue performing, their respective obligations under this Agreement and the Ancillary Agreements pending the resolution of any Dispute that is being resolved hereunder unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement or such Ancillary Agreements, unless such continued performance is expressly excused hereunder or under an Ancillary Agreement or shall be forbidden or restricted by a court, arbitrator or other tribunal.

ARTICLE XIV INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS; INSURANCE

14.1. Right to Indemnification. Each individual who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding,

whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she or a Person of whom he or she is the legal representative is or was a Director, an Officer or is or was serving at the request of the Company as a former Director, Officer, or employee of the Company (hereinafter an "Indemnitee"), whether the basis of such Proceeding is an alleged action in an official capacity as a Director, Officer, manager, or employee or in any other capacity while serving as a Director, Officer, manager, or employee, shall be indemnified and held harmless by the Company against all Damages and Expenses reasonably incurred by such Indemnitee in connection therewith, except to the extent such Damages and Expenses are caused by, arise out of, or relate to any receipt of a financial benefit to which such Indemnitee was not entitled or any knowing violation of any Requirements of Law; provided, however, that the Company shall indemnify any such Indemnitee seeking indemnification in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized or satisfied by the Board of Directors.

14.2. Right to Advancement of Expenses. The right to indemnification conferred in Section 14.1 shall include the right to be paid by the Company the expenses (including reasonable attorneys' fees and disbursements) incurred in defending any such proceeding in advance of its final disposition; provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 14.2 or otherwise.

14.3. Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Article XIV shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, provision of this Agreement or any other agreement or otherwise.

14.4. Insurance. The Company may maintain insurance, at its expense, to protect itself and any Director, Officer, employee or agent of the Company against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under the Act.

14.5. Indemnification of Employees and Agents of the Company. The Company may, to the extent authorized from time to time by its Board of Directors, grant rights to indemnification, and rights to the advancement of expenses, to any employee or agent of the Company to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers.

**ARTICLE XV
COVENANTS**

15.1. Operating Covenants of the Company.

(a) The Members agree that the Company shall be operated so that over time the geographic scope of the Company will be global, either directly or indirectly through one or more wholly or partially owned subsidiaries. The Members agree that the Company will not currently operate in Brazil. In those countries where Code Division Multiple Access ("CDMA") is widely available and implemented, the Company will provide Mobile Consumer Services based upon CDMA and/or CDMA and Advance Mobile Phone System ("AMPS") based technology, subject to the provisions of this Section 15.1. The Members agree that as of the date of this Agreement that CDMA is widely available and implemented in certain countries including but not limited to those countries listed on Schedule III hereto. The Company will also, where available, consider providing Mobile Consumer Services based upon Qualcomm's other advanced technologies, which may include High Data Rate ("HDR") technology. In determining whether a technology or service is "Commercially Available" for purposes of this Section 15, such technology or service shall be compared with a technology or service in a similar state of development or a technology or service at an earlier state of development if such technology or service has been validated. With respect to the use of Mobile Consumer Services based upon CDMA in a certain country, if the Company believes that the use of Mobile Consumer Services based on CDMA technology in such country would cause the Company to be materially uncompetitive with another Mobile Consumer Service in such country based on technologies transmitting data at a speed of at least 64 kbps and Commercially Available from other potential suppliers with respect to price, quality, delivery and technology, the Company shall inform Qualcomm, Ford and any Major OEM that is an Additional Equity Member in reasonable detail of the reasons for such belief and the Company, Qualcomm, Ford, and any Major OEM who is an Additional Equity Member shall meet and in good faith discuss the issue, identify the problems and work together to promptly attempt to correct such problems so that the Company may use or continue to use CDMA technology. Correcting such problems may include, for example, informing the carriers or manufacturers offering CDMA services or products of the specific reasons that the provision of Mobile Consumer Services based on CDMA by the Company is materially uncompetitive. The Company, Ford, any Major OEM that is an Additional Equity Member, and such carriers or manufacturers will work together to provide to the Company a mutually agreed upon plan, such agreement to the plan not to be reasonably withheld, that will correct the causes of such uncompetitiveness within 90 days of such notice and if such parties agree upon a plan within such 90 period that will correct such uncompetitiveness, then the provisions of Mobile Consumer Services based upon CDMA technology by the Company in such country will continue in accordance with the terms hereof. If no such plan is agreed upon and the use of a Mobile Consumer Service based upon CDMA technology in such country would in fact cause the Company to be materially uncompetitive with another Mobile Consumer Service in such country based on technologies transmitting data at speed of at least 64 kbps and Commercially Available from other potential suppliers with respect

to price, quality, delivery and technology in such country, the Company may terminate the requirement to use such Mobile Consumer Service based on CDMA technology in whole or in part in such country without further liability following written notice to Qualcomm, Ford and any Major OEM that is an Additional Equity Member, subject to the Company's obligations to its customers, if any, under any then existing purchase orders and may offer Mobile Consumer Services based on technologies other than CDMA in such country. If CDMA becomes materially uncompetitive in a country as set forth above and then later becomes competitive in such country, the Company will, subject to its commitments in that country, as soon as reasonably practicable, again offer Mobile Consumer Services in such country based on CDMA technology again subject to the provisions of this Section 15.1. The Company shall have the burden of proof with regard to any claim of material competitive disadvantage.

(b) In countries where the Company provides Mobile Consumer Services using CDMA technology, the Telematics Modules that are integrated with the vehicles of Ford and any Major OEM that is an Additional Equity Member shall be devices that use the Mobile Consumer Services of the Company and shall also be based on the Company's Reference Designs, subject to the competitiveness criteria set forth below in this paragraph. The Members agree that the Company will develop and approve the Reference Designs for the Telematics Module with lead engineering responsibility assigned to the Qualcomm engineers contracted to the Company. Application Specific Integrated Circuit ("ASICs") sold by Qualcomm (or any successor in interest of Qualcomm's chipset business, including any entity spun off by Qualcomm that includes Qualcomm's chipset business) ("Qualcomm ASICs"), as used in the core Reference Designs, will be the chipset design of choice for the Wireless Access Network Device and the Telematics Modules purchased by Ford and any Major OEM that is an Additional Equity Member unless they are materially uncompetitive with respect to chipsets available from other potential suppliers with respect to price, quality, delivery, and technology or do not meet Ford's QS 9000 quality standards. No more than once per year, Ford may evaluate the Reference Designs, Wireless Access Network Devices and/or the Telematics Modules based upon such Reference Designs to ensure that price, quality, delivery, and technology remain competitive based upon the criteria set forth in this Section 15.1(b). Ford will provide the results and conclusions of such evaluations to the Company, appropriately redacted to exclude confidential or proprietary information as determined in Ford's sole discretion. If the use of Telematics Modules and/or Wireless Access Network Devices based upon such Reference Designs would in fact cause the Company to be materially uncompetitive with another Telematics Module and/or Wireless Access Network Device available from other potential suppliers with respect to price, quality, delivery and technology, or does not meet Ford's QS 9000 quality standard, the Company may terminate the requirement to use Telematics Modules and/or Wireless Access Network Devices based upon such Reference Designs in whole or in part without further liability following written notice to Qualcomm, Ford and any other Major OEM who is an Additional Equity Member; provided, however, that if the reason for such termination is the failure to meet Ford's QS 9000 quality standard, neither the Company, Ford nor any Major OEM who is an Additional Equity Member shall use any other Telematics Modules and/or Wireless Access Network Devices based upon such Reference Designs that also does not meet Ford's QS 9000 quality standard. The Company shall have the burden of proof with regard to any claim of material competitive disadvantage or the failure to meet Ford's QS 9000 standard. The Company

and Qualcomm will work together to provide to the Company, Ford and any Major OEM that is an Additional Equity Member a plan that will correct the causes of uncompetitiveness and if the Company and Qualcomm within 90 days of such notice reach a mutually agreed upon plan that will correct the causes of uncompetitiveness, then the notice of termination will be suspended and the use of Reference Designs and/or Wireless Network Access Devices based upon the CDMA technology will continue in accordance with the terms hereof.

(c) In countries where the Company may be providing Consumer Mobile Services using technologies other than CDMA, Ford and all Major OEMs who are Additional Equity Members shall purchase Wireless Access Network Devices for use in their respective vehicles from vendors using interfaces specified by the Company (the "Company Specified Modules"); provided that the Company Specified Modules are not materially uncompetitive with Wireless Access Network Devices available from other potential suppliers, with respect to price, quality, delivery and technology, for Ford's and/or any Major OEM's vehicles, as applicable. If, during the term of the supply arrangement described in Section 15.2, the Company Specified Modules (i) do not meet Ford's QS 9000 quality standard, or (ii) are materially uncompetitive with products Commercially Available from other potential suppliers with respect to price, quality, delivery and technology, Ford may terminate the requirement to use Company Specified Modules, in whole or in part, without further liability. Ford shall provide written notice to the Company which outlines its causes for termination and specifies a termination date at least one year after the date of the notice. If the Company provides a plan to Ford, no more than 90 days after the notice of termination, that the Company will correct the causes by the termination date or a subsequent date acceptable to Ford in its reasonable discretion, termination will be suspended and the use of Company Specified Modules will continue in accordance with the terms hereof.

(d) Ford will have the right to terminate any or all of its commitments set forth in Section 15.1 or 15.2 hereof in the event of a Change of Control of Qualcomm or any assignment by Qualcomm of any of a material portion of its obligations under any Ancillary Agreement(s) without Ford's written consent, which consent shall not be unreasonably withheld.

(e) The operating commitments pertaining to the Company contained in this Section 15.1 shall only be applicable so long as Qualcomm's Membership Interest in the Company is equal to or greater than five percent (5%). In any country where the Company terminates its operating commitments in Section 15.1, Qualcomm's commitments in Section 15.4 shall also terminate in such country, provided that if the Company's operating covenants are reinstated in a country by operation of the penultimate sentence in Section 15.1(a), Qualcomm's commitments in Section 15.4 shall also be reinstated in such country, subject to any agreements of Qualcomm in existence in that country after the time the commitments in Section 15.4 first become not applicable.

(f) With respect to Ford, this Section 15.1 shall be applicable to vehicles produced during the 2003 through the 2007 model years.

15.2. OEM Supply Arrangements.

(a) The Company shall be named by Ford and its manufacturing Affiliates, (which for avoidance of doubt does not currently include Mazda because Ford does not currently own a majority of the equity of Mazda), as the supplier of Mobile Consumer Services to Ford and its manufacturing Affiliates, (which for avoidance of doubt does not currently include Mazda because Ford does not currently own a majority of the equity of Mazda) for model years 2003 through 2007, subject to the pre-existing obligations of Ford and/or its automotive manufacturing Affiliates, specified on Schedule II hereto and the provisions of this Section 15.2. While Ford will make a good faith effort to compile such list of obligations on Schedule II the parties agree that the list may be supplemented in the future and that any unintentional inadvertant omissions will not constitute a breach of this Agreement by Ford if they are not material. Any Major OEM admitted as an Additional Equity Member shall also name the Company as its supplier of Mobile Consumer Services, subject to any pre-existing obligations of such Major OEM and/or its automotive manufacturing Affiliates, as well as reasonable performance and competitiveness criteria similar to that agreed to herein by Ford. The Company agrees that all sales to Ford, its Affiliates and/or Tier 1 suppliers of products to Ford and/or its Affiliates shall be based on Ford's standard purchase order terms and conditions, which shall be materially no less favorable to the Company than those terms and conditions under which any of Ford's other Tier 1 suppliers (or any other supplier of technology to Ford) who offer products or services of a similar or like kind have agreed to. Such terms and contributions shall not supercede any provisions expressly agreed to in this Article XV. If Ford resources its purchasing obligation under this Section 15.2 because the Company and Ford cannot agree upon terms and conditions, such resourcing shall be on substantially the same terms and conditions that were offered to the Company.

(b) Not more than once per year, Ford may evaluate and/or market test the Mobile Consumer Services to ensure that price, quality, delivery and technology, are not materially uncompetitive as set forth below. Ford will provide the results and conclusions of such evaluation/market test to the Company, redacted to exclude confidential or proprietary information as determined in Ford's sole discretion. If at any time during the supply term the quality of the Mobile Consumer Services in any country (i) is materially uncompetitive with other potential suppliers with respect to price, quality, delivery and technology, or (ii) the quality of the service deteriorates to a degree that it becomes unacceptable, as measured by consumer satisfaction metrics to be developed by the parties hereto, Ford may terminate the supply arrangement in whole or in part as to such country without further liability, provided that Ford shall have the burden of proving that it has the right to so terminate. Ford shall provide written notice to the Company which outlines its causes for termination and specifies a termination date at least twelve months after the date of the notice. If the Company provides a plan to Ford, no more than 90 days after the notice of the specified date of termination, that the Company will correct the causes by the termination date or a subsequent date acceptable to Ford in its reasonable discretion, termination will be suspended and the supply arrangement will continue in accordance with the terms hereof. If Ford terminates the supply arrangement in whole or in part due to failure to meet Ford's QS 9000 quality standard, Ford will not obtain Mobile Consumer Services from any third party unless such third party meets Ford's QS 9000 quality standard without modification.

(c) Notwithstanding anything herein to the contrary, termination of commitments in Section 15.1 or 15.2 of this Agreement as provided herein shall not, in and of itself, result in termination of outstanding purchase orders to Company from Ford.

(d) The Company represents and warrants to Ford that the prices for the Mobile Consumer Services will be no less favorable than those which Company presently, or in the future, offers to any other customer for the same or similar Mobile Consumer Services for similar quantities and commitments. If the Company offers a lower price for the same or similar Mobile Consumer Services to any other customer for similar quantities and commitments during the term of the supply arrangement then Company will promptly offer Ford the same price for the Mobile Consumer Services on the same terms and conditions as was offered to the other customer. Ford shall have the right, at reasonable times during normal business hours and upon reasonable notice to cause its independent accountants to audit the books and records of the Company in order ensure compliance with this provision.

(e) Ford shall treat the Company in at least the same manner that it treats its other suppliers with respect to Ford's general sourcing policies and practices, including new purchasing and sourcing initiatives. During the term of the supply arrangement, the Company will have the right to bid on new business similar to that herein for Ford programs through the 2007 model year. The award of such new business will be at Ford's sole discretion.

(f) Subject to review and discussion by the Board of Directors, it is the intent of Members that Ford and the Company will jointly select the hardware supplier pool and the hardware suppliers (all of which have been certified by the Company). Ford shall have final approval on the selection of hardware suppliers from the hardware supplier pool. It is intended that Ford will purchase hardware directly from the chosen hardware suppliers and issue purchase orders for the hardware from these suppliers.

15.3. Qualcomm Supply Arrangements. Qualcomm shall initially be the supplier of certain mutually agreed upon services and facilities to the Company on terms to be agreed. The Members anticipate that such services may include:

(a) providing support services through Qualcomm's existing OmniTRACS service hubs (right to bid to provide such services and shall be awarded contract if bid is competitive); and

(b) Qualcomm will provide the Company with reasonable access to Qualcomm's engineering personnel, on an ongoing basis and for consulting services consistent with Section 15.3(c) below, in support of the Company's technology development, application and service support efforts. Qualcomm and the Company will cooperate and regularly disclose to the other engineering projects or developments in process that are likely to be useful for the provision of Mobile Consumer Services and which may be made commercially available to the Company under terms and conditions to be agreed in accordance with the Contribution Agreement.

(c) Qualcomm and the Company will enter into an agreement, the terms and conditions to be mutually agreed upon, within a commercially reasonable time after the execution of this Agreement whereby Qualcomm will contract a variety of personnel, including twenty (20) Qualcomm engineers, to the Company for an initial time period of three (3) years, with the objective of exclusively supporting the Company's operations. The Qualcomm employees shall have expertise in the technology areas relevant to the support of Mobile Consumer Services and may be replaced during the three year term only at the request of the employee or the discretion of the Company.

(d) Services, including but not limited to engineering services, provided by Qualcomm, (excluding the 20 engineers noted in Section 15.3(b) above, which engineers will be contracted to the Company at Qualcomm's fully-burdened cost) shall be paid for by the Company on a cost plus fixed fee basis to be mutually agreed upon promptly after execution of this Agreement.

Qualcomm agrees to negotiate in good faith to finalize the terms of such services on commercially reasonable terms and conditions.

15.4 Exclusivity and Non-Competition. In the event that Ford or the Company terminates its commitments under Sections 15.1 and/or 15.2, this Section 15.4 shall no longer apply in the country(ies) in which such commitment has been terminated, subject to reinstatement as provided in Section 15.1(e). For so long as Qualcomm (or any Substantially – Owned Affiliate to which such Membership Interest may be transferred to under Section 6.3) owns a Membership Interest in the Company, subject to the Company meeting the performance and competitiveness criteria as set forth in Section 15.2 (if the Company fails to meet the competitiveness criteria in one geographic area, the provisions of this Section 15.4 shall not be applicable in that geographic area until the Company again meets the performance and competitiveness criteria as set forth in Section 15.2 for such geographic area, but the provisions of this Section 15.4 shall at all times remain applicable in all other geographic areas in which the Company is meeting the performance and competitiveness criteria set forth in Section 15.2), and the Company supplying to Ford Mobile Consumer Services pursuant to Section 15.1 and Section 15.2 using CDMA technology, Qualcomm agrees that, without the Majority Vote of the Members, Qualcomm, which shall include any successor in interest, in whole or part of Qualcomm, including any entity in which Qualcomm spins off all or substantially all of its assets relating to Mobile Consumer Services after May 10, 2000 (which includes for absence of doubt any successor in interest by way of spin off of Qualcomm's chip set business), and its Affiliates (Affiliates for the purpose of this Section 15.4 shall include any Person formed or acquired after May 10, 2000 which Qualcomm and/or any Affiliate of Qualcomm owns more than 50% of the equity of such Person) (collectively “Qualcomm” only for purposes of this Section 15.4) shall:

(a) Not market, sell or otherwise provide Consumer Telematics Services in North America and Europe. Qualcomm shall not market, sell or otherwise provide Consumer Telematics Services in any other markets where the Company offers such services, except as a reseller of the Company services on terms acceptable to the Company and Qualcomm. In such geographic regions where the Company does not offer

such services, Qualcomm may market Consumer Telematics Services until such time as the Company enters the market provided that Qualcomm first offers the Company in writing the opportunity to provide services in such geographic region. The Company shall have a commercially reasonable period of time to respond to such offer. Qualcomm agrees that at such time as Qualcomm is aware that the Company offers Consumer Telematics Services in such geographic region, Qualcomm will transition new Consumer Telematics Services business for new customers and new vehicles to the Company, or act as a reseller of the Company on terms to be agreed between the Company and Qualcomm. In addition, Qualcomm will grant to the Company a right of first refusal to purchase the then current Consumer Telematics Services customer base and business in such market at fair market value. Qualcomm and the Company further agree that for such markets where Qualcomm will market Consumer Telematics Services in advance of the availability of the Company's services, Qualcomm and the Company will evaluate whether it is in the best interest of the Company to develop a co-branding arrangement on terms to be agreed to between the Company and Qualcomm.

(b) Not market Business Telematics Services to owners of fleets of vehicles that Qualcomm is aware have a majority of its vehicles equipped with the Company Specified Hardware, except as a reseller of the Company services on terms acceptable to the Company and Qualcomm, provided that the Company then offers competitive and comparable services, including but not limited to price, quality, timing and features, covering the geographic region in which such fleet is expected to operate. Semi-annually, Qualcomm and the Company will have a joint meeting for exploring opportunities for marketing and product development to both parties' advantage.

(c) Not provide to any third party Reference Designs for the hardware and software interface between a Wireless Access Network Device and (i) the Vehicle Buss Systems or (ii) specific vehicle hardware for specific vehicle related functionality such as remote control vehicle functions, in each case, for Fully Integrated hardware for use for Consumer Telematics Services by any Consumer Telematics Service provider other than the Company; provided that the Company's Reference Designs include the use of Qualcomm ASICs as described in Section 15.1 (unless such failure of the Company to specify use of Qualcomm ASICs is as a result of Qualcomm's bad faith). This is not meant to cover reference designs for very limited functionality services/devices such as a hands free car kit for a phone.

(d) The Members and the Company agree that, notwithstanding the above limitations, Qualcomm shall not be restricted from:

- (i) providing goods or services utilizing Transportable devices; or
- (ii) continuing to support any hardware other than Company Specified Hardware installed in Qualcomm's customers' vehicles (i.e., sold pursuant to Section 15(a) or Section 15(b)), providing services to Qualcomm's customers using such non-Company Specified Hardware or otherwise honoring commitments made to its customers prior to the time that, (x) Qualcomm is aware

that the Company has Consumer Telematics Services available in a geographic region (in the case of Section 15(a) and subject to the Company's purchase option described therein), or (y) the majority of vehicles in the customer's fleet are equipped with the Company Specified Hardware (in the case of Section 15(b)).

(e) Notwithstanding the forgoing, if the Company elects to terminate its use of CDMA in a certain country for any reason, including but not limited to Qualcomm's Membership Interest in the Company decreasing to less than five percent (5%), the provisions of this Section 15.4 shall not be applicable in any such country.

15.5. Preferred Services Qualcomm agrees, that for so long as Qualcomm owns a Membership Interest in the Company, Qualcomm will provide to the Company the following additional preferred services :

(a) Qualcomm will refer sales leads to the Company or resell the Company's Consumer Telematics Services to Qualcomm's Business Telematics Service customers, selected service features from the Company's Consumer Telematics Services offering, where applicable, on terms to be agreed.

(b) Qualcomm will provide assistance to the Company in exploring business development opportunities with Qualcomm's international OmniTRACS service providers to resell the Company's Mobile Consumer Services.

(c) Qualcomm will establish a technology board for quarterly meetings with Ford and any other major OEM who is an additional equity Member for preview of new technologies under development by Qualcomm, so that the Company may have early access to new technologies for applications for the Company's services.

(d) Qualcomm will make available to the Company, Ford and any other Major OEM who is an Additional Equity Member retail Eudora advertising at a 50% discount off Qualcomm's customary advertising fees at equivalent volume.

15.6. No Other Restraints with Respect to Competition or Business Opportunities. The parties hereto recognize and acknowledge that the Members and their respective Affiliates are and may in the future be engaged, directly or indirectly, in activities that are competitive with the Company. Accordingly, except as expressly set forth in this Agreement or the Ancillary Agreements, nothing in this Agreement or in any of the Ancillary Agreements or in the relationship between the parties created hereby or thereby shall be construed as imposing any limitation or restriction on the freedom or right of any Member, their respective Affiliates, or any officers, directors or employees of any of them to (a) compete, directly or indirectly, with the Company or (b) exploit its own intellectual property or technology whether or not relating to the Company or (c) exploit or otherwise deal with any business opportunity whether or not relating to the Company. Except as set forth herein or in the Contribution Agreement or in any Ancillary Agreements, to the extent that the relationships between Members and their respective Affiliates created by this Agreement or any of the Ancillary Agreements would otherwise be deemed to impose on Members, their respective Affiliates, or any officers, directors or employees of any of

them any obligation (including any fiduciary obligation) inconsistent with the foregoing, the parties hereby declare that it is their intent and agreement to restrict such obligations so as to permit all activities relating to competition with the Company and the business opportunities of the Company. Moreover, to clarify further the meaning of the immediately foregoing subsection (c) as it applies to Qualcomm, Qualcomm is not restricted from (i) licensing intellectual property developed by Qualcomm not jointly with the Company to third parties provided that Qualcomm makes good faith efforts to give reasonable prior notification to Ford and/or the Company, as appropriate, if it licenses or otherwise exploits such intellectual property to competitors of Ford or the Company and, provided further, Qualcomm shall not license or otherwise exploit with such competitors any intellectual property jointly developed by Qualcomm and the Company or (ii) selling chip sets or related software (subject to Section 15.4(c)) or providing engineering services.

15.7 Intellectual Property. The Members acknowledge and agree that all intellectual property and/or technological developments and improvements made by the Company to any intellectual property licensed or contributed by a Member shall be the property of the Company. Intellectual property and/or technological developments and improvements made for the Company and specifically funded by the Company shall be the property of the Company. . Notwithstanding the foregoing, the Company may enter into contracts with Members or third parties, as it deems necessary to the conduct of its business, under terms and conditions that may depart from the ownership and license rights to any intellectual property and/or technological developments arising from such contracts. The Company hereby grants to Qualcomm an irrevocable, perpetual, worldwide, fully paid, non-royalty bearing license (with the right to sublicense) to use any or all of the Company's intellectual property, to the extent it was created during the time in which Qualcomm, directly or indirectly, holds a five percent or greater Membership Interest in the Company, provided however that Qualcomm's license (and sublicenses) shall be subject to the restrictions on Qualcomm as set forth in Section 15.4. In the event Qualcomm's Membership Interest in the Company drops below five percent, and upon reasonable advanced notice to Qualcomm, the Company may elect not to license to Qualcomm any of the Company's newly created intellectual property developed after such notice (but the licenses granted prior to such time shall remain in full force and effect). If the Company makes the foregoing election, Qualcomm, at its sole discretion, may reduce or eliminate its level of support provided the Company pursuant to Section 15.3(b) and Section 15.5.

15.8 Cartell Non-compete. For so long as Cartell (or any Substantially-Owned Affiliate to which Cartell's Membership Interest may be transferred to under Section 6.3) owns a Membership Interest in the Company, neither Cartell, any Affiliate of Cartell or Mr. Joe Lewo, the President of Cartell, shall, directly or indirectly, engage in, manage, operate, be connected with or acquire an interest in any business which competes with the Company in the field of Mobile Consumer Services. The foregoing shall not preclude Cartell, any Affiliate of Cartell, or Mr. Joe Lewo from owing, in the aggregate, not more than 5% of the outstanding shares of any publicly held corporation, which has shares listed for trading on a securities exchange registered with the Securities and Exchange Commission or on the NASDAQ Stock Market, which competes with the Company in the field of Mobile Consumer Services.

15.9 Further Assurances. Each Party shall execute and deliver any additional agreements, documents and instruments and perform any additional acts that may be reasonably necessary or appropriate in connection with this Agreement.

ARTICLE XVI MISCELLANEOUS PROVISIONS

16.1. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

16.2. Entire Agreement. This Agreement, the Certificate of Formation, the Contribution Agreement and the other Ancillary Agreements and the Exhibits and Schedules hereto and thereto constitute the entire agreement among the parties hereto and their respective Affiliates and contain all of the agreements among such parties with respect to the subject matter hereof and thereof. This Agreement, the Contribution Agreement, the Certificate of Formation and the other Ancillary Agreements and the Exhibits and Schedules hereto and thereto supersede any and all other agreements, either oral or written, between such parties with respect to the subject matter hereof and thereof.

16.3. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

16.4. Amendment. This Agreement and the Certificate of Formation may be amended only by a written agreement signed by all of the Members. However, nothing in this Section 16.4 shall require greater than a Majority Vote to amend this Agreement or the Certificate of Formation for purposes of effectuating an Initial Public Offering in accordance with Article X, unless otherwise required by Section 8.4.

16.5. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

16.6. No Third Party Beneficiaries. Except as otherwise provided herein, no person other than a party hereto shall have any rights or remedies under this Agreement. Without limiting the foregoing, any obligations of the Members to satisfy their respective obligations to make Capital Contribution under this Agreement is an agreement only among the Members and no other Person shall have any rights to enforce such obligations.

16.7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS CONFLICT OF LAWS DOCTRINE. IN PARTICULAR, THIS AGREEMENT IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF THE ACT AND THE CERTIFICATE OF FORMATION. IN THE EVENT OF A DIRECT CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE MANDATORY PROVISIONS OF THE ACT OR ANY PROVISION OF THE CERTIFICATE OF FORMATION, THE ACT AND THE CERTIFICATE OF FORMATION, IN THAT ORDER OF PRIORITY, WILL CONTROL.

16.8. Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

16.9. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally, by courier or facsimile transmission or mailed (first class postage prepaid) to the parties at the addresses or facsimile numbers set forth below:

If to Ford, to:

Ford Motor Company
One American Road
Dearborn, Michigan 48121
Attn: Corporate Secretary
Fax: (313) 337-9591

with a copy to:

Chief Operating Officer
ConsumerConnect
Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 4ne-1b
Dearborn, Michigan 48126
Fax: (313)-390-1040

If to Qualcomm, to:

Qualcomm, Incorporated
5775 Morehouse Drive
San Diego, CA 92121
Attn: President
Fax: 858-658-2500

with a copy to:

Qualcomm, Incorporated
5775 Morehouse Drive
San Diego, CA 92121
Attn: General Counsel
Fax: 858-658-2403

If to Cartell, to:

Cartell, LLC
34364 Goddard Rd
Romulus, Michigan 48174
Attn: Joe Lewo, President
Fax: 734-941-7630

with a copy to:

Mr. Robert J. Diehl, Jr.
Bodman, Longley & Dahling, LLP
34th Floor
One Hundred Renaissance Center
Detroit, Michigan 48243
Fax: 313-393-7579

Notices to Transferee Members or Additional Equity Members shall be given in accordance with the notice instructions provided by such Members to the Company and other Members at the time of their admission to the Company.

All such notices and other communications will (x) if delivered personally or by courier to the address provided in this Section, be deemed given upon delivery, (y) if delivered by facsimile transmission to the facsimile number provided in this Section, be deemed given when receipt of transmission has been orally confirmed by the sending party, and (z) if delivered by first class or registered mail in the manner described above to the address as provided in this Section, be deemed given three (3) Business Days after deposit in the United States mail (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other relevant parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the dates set forth below opposite their names, to be effective on the date first above written.

MEMBERS:

FORD MOTOR COMPANY

By P. Horlock
Name PHILIP HORLOCK
Title C.O.O. CONSUMER COUNSEL

QUALCOMM INCORPORATED

By _____
Name _____
Title _____

CARTELL, LLC

By [Signature]
Name _____
Title _____

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the dates set forth below opposite their names, to be effective on the date first above written.

MEMBERS:

FORD MOTOR COMPANY

By _____
Name _____
Title _____

QUALCOMM INCORPORATED

By *Anthony S. Thornley*
Name Anthony S. Thornley
Title Executive Vice President &
Chief Financial Officer

CARTELL, LLC

By _____
Name _____
Title _____

EXHIBIT A

DEFINITIONS

“Accountants” means such firm of independent public accountants of international standing as shall be selected by the Company’s Board of Directors to, among other things, audit the Company’s annual financial statements.

“Act” means the Delaware Limited Liability Company Act as it may be amended from time to time, and any successor to such Act.

“Additional Capital Contribution” means all Capital Contributions, in whatever form, made to and accepted by the Company as permitted in the Agreement, other than the Initial Capital Contributions and the Major OEM Capital Contributions. Such capital contributions include contributions made by Additional Equity Members in connection with their admission.

“Additional Equity Member” means an additional Member admitted to the Company in accordance with the terms of this Agreement and who makes a Capital Contribution to the Company in connection with its admission to the Company.

“Additional Technology Partner” means a Person(s) (other than Qualcomm or Cartell) that provides one or more of the following capabilities related to the delivery of Mobile Consumer Services: (i) infrastructure hardware and/or software, (ii) in-vehicle hardware and/or software, or (iii) mobile consumer electronics.

“Affiliate” means, when used with reference to a specific Person, any Person that, directly or indirectly, or through one or more intermediaries, Owns or Controls, is Owned or Controlled by, or is under common ownership or common control with, such specific Person.

“Agreed Value” means the fair market value of property that, in the case of property contributed at the Effective Date to the Company, is agreed upon by Ford, Qualcomm, and Cartell and in the case of property contributed after the Effective Date, is as determined by the Board of Directors and agreed to by the contributing Member using any reasonable method of valuation.

“Agreement” means the Wingcast, LLC Limited Liability Company Agreement among initially Ford, Qualcomm and Cartell, to which agreement these definitions are attached, as amended from time to time in accordance with the terms thereof.

“Ancillary Agreements” means the Contribution Agreement and other agreements entered into between or among the Company, Ford, Qualcomm, Cartell and/or any of their Affiliates pursuant to the Contribution Agreement or any of the foregoing agreements.

“Arbitral Dispute” has the meaning specified in Section 13.2(b) of the Agreement.

"Arbitrator" has the meaning specified in Section 13.2(b) of the Agreement.

"Bankruptcy Code" means Title 11 of the United States Code, as now in effect or as hereafter amended.

"Bankruptcy Law" means, with respect to any Person, (i) the Bankruptcy Code and the rules and regulations promulgated thereunder or (ii) any other law in any jurisdiction applicable to such Person relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts of such Person.

"Bankruptcy" means, with respect to any Person, the happening of any one or more of the following events: (a) a Person (or, in the case of any Person which is a partnership, any general partner thereof): (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudged a bankrupt or insolvent, or there has been entered against such Person (or general partner) an order for relief, in any bankruptcy or insolvency proceeding; (iv) files a petition or answer seeking in respect of such Person (or general partner) any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person (or such general partner) in any proceeding of a nature described above; or (vi) seeks, consents or acquiesces in the appointment of a trustee, receiver, conservator or liquidator of such Person (or such general partner) or of all or any substantial part of such Person's (or such general partner's) properties; or (b) 120 days after the commencement of any proceeding against any Person (or such general partner) seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if such proceeding has not been dismissed, or within 90 days after the appointment without such Person's (or such general partner's) consent or acquiescence of a trustee, receiver or liquidator of the Person (or such general partner) or of all or any substantial part of such Person's (or such general partner's) properties, if such appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, if such appointment is not vacated.

"Board of Directors" has the meaning specified in Section 8.1 of the Agreement.

"Business Day" means any day other than a Saturday or Sunday, the period from December 24 through January 1, or a day on which the FedWire System operated by the Federal Reserve Bank of New York is closed.

"Business Plan" means the financial forecasts and business assumptions of the Company including, but not limited to, income statements, balance sheet and cash flow statements along with anticipated Capital Contribution projections for a fixed period of not less than three (3) years as modified and amended from time to time.

"Business Telematics Services" means terrestrial based services utilized primarily for business use in fleet vehicles. Business use includes, but is not limited to, fleet dispatch and management, automatic vehicle location (AVL), asset tracking, geo-fencing, maintenance, automatic collision notification, traffic and navigation assistance, email, emergency notification,

stolen vehicle tracking. All sales of services to government entities shall be considered primarily for business use.

“Capital Account” means, with respect to any Member, the capital account maintained for such Member in accordance with the following provisions:

(a) To each Member’s Capital Account there shall be credited such Member’s Capital Contributions, and such Member’s distributive share of Profits and, without duplication, the amount of any liabilities of the Company assumed by such Member or which are secured by any property distributed by the Company to such Member.

(b) To each Member’s Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member’s distributive share of Losses and, without duplication, the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

“Capital Contribution” means, from time to time, the total amount of cash and the Agreed Value of other property, if any, including Initial Capital Contributions and Additional Capital Contributions, contributed to the Company by all the Members or any one Member of the Company, as the case may be.

“Capital Notice” has the meaning specified in Section 4.3 of the Agreement.

“Cartell” means Cartell, LLC., a Michigan limited liability company.

“Cash Equivalents” means cash, accounts with banks, securities brokerage companies, or other financial institution, certificates of deposit, and other items that would be treated as cash or cash equivalents under GAAP.

“Certificate of Formation” means the Certificate of Formation of the Company described in Section 2.1 of the Agreement.

“Change of Control” means (a) the sale, lease or other disposition of all or substantially all of the assets of a Person or (b) an acquisition of a Person by another Person by consolidation, merger or other reorganization in which the holders of such first Person’s outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of the Person surviving such transaction, or any transaction or series of related transactions to which the Person is a party in which more than fifty percent (50%) of a Person’s voting power is transferred, *provided* that a Change of Control shall not include a merger effected exclusively for the purpose of changing the domicile of a Person.

“Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended.

"Collective Amount" has the meaning specified in Section 5.2(c)(ii) of the Agreement.

"Company" means Wingcast, LLC, the Delaware limited liability company formed by the filing of the Certificate of Formation, as constituted from time to time.

"Company IP" has the meaning specified in Section 12.2(b) of the Agreement.

"Company Property" means all interests, properties, whether real or personal, and rights of any type owned or held by the Company, whether owned or held by the Company at the date of its formation or thereafter acquired.

"Company Specified Hardware" means hardware consisting of the wireless network access device and communications interface specified by the Company for use with the Company's Mobile Consumer Services which is Fully Integrated into the vehicle systems of vehicles manufactured by OEMs who are Members in, or customers of, the Company.

"Consumer Telematics Services" means terrestrial based services utilized primarily for consumer use in automotive vehicles. Consumer use includes, but is not limited to, roadside assistance, automatic door unlock, concierge services, news information (stock market, sports, weather, or entertainment features), traffic and navigation assistance, e-business transactions, Internet based services, email, emergency notification, stolen vehicle tracking and other consumer oriented position based services.

"Content/Service Provider" means a Person(s) (other than Qualcomm or Cartell) that provides Mobile Consumer Services or content to support Mobile Consumer Services or an Affiliate of such provider.

"Contributed Property" means property (including tangible assets, licenses, or other property rights) or other consideration (other than cash) contributed by a Member to the Company as a Capital Contribution.

"Contribution Agreement" means the Contribution Agreement to be entered into between Ford, , Qualcomm Cartell and the Company in connection with each of Ford's, Qualcomm's, and Cartell's Initial Capital Contributions to the Company.

"Contributing Member" has the meaning specified in Section 4.5(a) of the Agreement.

"Control" means the power to direct the management or affairs of a Person, but only for so long as such power continues.

"Copyrights" means United States and foreign copyrights, whether registered or unregistered, and pending applications to register the same.

"Costs" means all direct costs, expenses or charges plus all indirect costs, expenses or charges, including allocations of overhead, that are reasonably allocable.

"Court Order" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal or other Governmental Body and any award in any arbitration proceeding.

"Damages" means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, deficiencies or other charges.

"Direct Dispute" has the meaning specified in Section 13.1 of this Agreement.

"Directors" means at any time the Persons designated and elected in accordance with Section 8.2 of the Agreement to serve on the Board of Directors.

"Dispute" has the meaning specified in Section 13.1 of this Agreement.

"Disputing Party" has the meaning specified in Section 13.2 of this Agreement.

"Distributable Funds" means all funds received (or released from reserves) by the Company, during any annual period (including all interest income from temporary investments made by the Company pending distribution of the foregoing proceeds), that are, at the discretion of the Board of Directors, available for distribution to the Members; provided, however, that Distributable Funds do not include Additional Capital Contributions, the proceeds of any other equity financing, or the proceeds of any debt financing or refinancing.

"Effective Date" means the date first set forth in the Agreement.

"Electing Member Offerees" has the meaning specified in Section 6.2(b) of the Agreement.

"Expenses" means any and all reasonable expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified under the applicable agreement (including court filing fees, court costs, arbitration fees or costs, witness fees and reasonable fees and expenses of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

"Fiscal Quarter" has the meaning specified in Section 11.5 of the Agreement.

"Fiscal Year" has the meaning specified in Section 11.5 of the Agreement.

"Fully Integrated" means installed in accordance with vehicle manufacturer's designs at the vehicle manufacturer's factory or an assigned facility or as an OEM dealer installed option at the time of purchase, and some portions of which are not Transportable. This is not intended to cover situations where the Vehicle Buss Systems are extended by the vehicle manufacturer so that consumers can directly connect devices to the Vehicle Buss Systems.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Approval" means any consent, approval or authorization of, or declaration, filing or registration with, or notice to, or order or action of, any court, administrative agency or other Governmental Body.

"Governmental Body" means any foreign, federal, state, local or other governmental authority or regulatory body.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Incapacity" means the physical or mental condition that renders Mr. Joe Lewo disabled.

"Indemnitee" has the meaning specified at Section 14.1 of the Agreement.

"Indirect Dispute" has the meaning specified in Section 13.1 of the Agreement.

"Initial Capital Contribution" means the Capital Contributions to be made by Ford, Qualcomm and Cartell pursuant to Section 4.1 of this Agreement.

"Initial Members" means Ford, Qualcomm and Cartell.

"Initial Public Offering" means the Company's (or its successor's interest's) first firm commitment underwritten Public Offering of its equity interests.

"Interested Member" has the meaning specified in Section 9.6 of the Agreement.

"Liquidator" has the meaning specified in Section 12.2(a) of the Agreement.

"Major OEM" means one or more original equipment manufacturers that has made the commitment to enable the required number of vehicle specified in Section 4.3(a) of this Agreement.

"Major OEM Capital Contribution" means those required Capital Contributions of each of Ford, Qualcomm and Cartell pursuant to Section 4.3(a) - (c) upon the admission of a Major OEM as an Additional Equity Member.

"Major OEM is Added" has the meaning specified in Section 4.3 of the Agreement.

"Majority Vote" means with respect to actions to be taken by the Members of the Company, the affirmative vote or consent of Members of the Company holding at least a majority of the Voting Interests then outstanding.

“Manager” has the meaning attributed to that term in the Act.

“Member Exercise Notice” has the meaning specified in Section 6.2(b) of the Agreement.

“Member Offer Notice” has the meaning specified in Section 6.2(b) of the Agreement.

“Member Offer Period” has the meaning specified in Section 6.2(b) of the Agreement.

“Member Offered Interest” has the meaning specified in Section 6.2(b) of the Agreement.

“Member Offerees” has the meaning specified in Section 6.2(b) of the Agreement.

“Member Right of First Refusal” has the meaning specified in Section 6.2(a) of the Agreement.

“Member Transaction” has the meaning specified in Section 5.14 of the Agreement.

“Members” means at any time the Persons who own Membership Interests in the Company.

“Membership Interest” means, with respect to any Member at any time, the ownership interest of such Member in the Company, at such time. The Membership Interest of any Member of the Company at any particular time shall be the Membership Interest as set forth on Schedule I-A to the Agreement, as such Schedule may be amended from time to time or as adjusted in accordance with the Agreement. Such interest includes (i) a right of a Member to receive distributions or revenues, allocations of income and loss and distributions of liquidation proceeds under the terms and conditions of the Agreement and (ii) all management rights, voting rights or rights of consent provided for Members under the Agreement. Membership Interests shall be expressed as a percentage, representing an entitlement to a percentage of profits, losses, Distributable Funds, and voting rights as contemplated by the Agreement.

“Mobile Consumer Services” means consumer and commercial fleet services, including safety, security, traffic, navigation, entertainment and information (news, sports, stock, and weather) primarily for mobile applications.

“Non-Contributing Member” has the meaning specified in Section 4.4(a) of the Agreement.

“Nonrecourse Liability” means a liability (or that portion of a liability) with respect to which no Member of the Company bears the economic risk of loss as determined under Section 1.704-2(b)(3) of the Treasury Regulations.

“Notification” means a notice in writing that, where applicable, complies with the notification procedures of Section 15.9 of the Agreement.

"Officer" means any officer of the Company appointed directly by the Board of Directors of the Company or whose appointment is approved by the Board of Directors.

"Own" or "Ownership" means to own, or the possession of beneficial ownership of, more than fifty percent (50%) of the equity securities or interest of the Person, but only so long as such ownership continues.

"Person" means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

"Proceeding" has the meaning specified in Section 14.1 of the Agreement.

"Profit" or "Loss" means, for each Fiscal Year or other period, an amount equal to the Company's net taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profit or Loss shall be added to such taxable income or loss;

(b) Any Section 705(a)(2)(B) expenditures not otherwise taken into account in computing Profit or Loss, shall be subtracted from such taxable income or loss;

(c) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation with reference to the book value of Company Property (if different from its adjusted tax basis) pursuant to Section 1.704-1(b)(2)(iv)(g) for such Fiscal Year or other period;

(d) Gain or loss resulting from any disposition of any property shall be computed by reference to the book value of the property disposed of, notwithstanding that the adjusted tax basis of such property may differ from its book value .

"Proprietary Information" has the meaning specified in Section 11.10 of the Agreement.

"Protected Party" has the meaning specified in Section 11.10 of the Agreement.

"Public Corp" has the meaning specified in Section 10.1(b) of the Agreement.

"Public Offering" means a registered offering of securities to the public under the Securities Act.

"Qualcomm" means Qualcomm Incorporated, a Delaware corporation.

"Reference Designs" means a collection of hardware specifications and related software. The hardware specifications may include schematics, PWB layouts, gerber files and interface specifications. The software may include interface specifications, documentation, source code, and object code.

"Requirements of Law" means any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any court or Governmental Body or common law or any consent decree or settlement agreement entered into with any Governmental Body.

"Sale" means any change in the record ownership of a Membership Interest, including any transfer that would result in any Member ceasing to own its Membership Interest, whether made voluntarily or involuntarily by operation of law.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Sell" means the undertaking of a Sale.

"Senior Officer" means a senior officer of a Member who is not a member of the Board of Directors of the Company.

"Software" means any computer software programs, in object code or source code, and includes all manuals and documentation related thereto.

"Substantially-Owned Affiliate" means, when used with reference to a specific Person, any Person that, directly or indirectly, or through one or more intermediaries, owns and controls, is owned and controlled by, or is under common ownership and common control with, such specific Person. As used in this definition, "control" means the ability to elect a majority of directors of a Person or control of a similar type for a non-corporate entity and "ownership" means the beneficial ownership of more than sixty-six and two-thirds (66 2/3%) percent of the equity securities or interest of the Person, in each case, only so long as such ownership or control continues.

"Successor Corporation" has the meaning specified in Section 10.1(a) of the Agreement.

"Supermajority Vote" means with respect to actions to be taken by Members of the Company, the affirmative vote or consent of Members of the Company holding at least 66 2/3% of the Voting Interests then outstanding.

"Tax Amount" has the meaning specified in Section 5.2(c)(i) of the Agreement.

"Tax Matters Partner" has the meaning specified in Section 11.8 of the Agreement.

"Telematics Module" means a Wireless Access Network Device together with the hardware and software to interface with Vehicle Buss Systems and/or other vehicle mounted components such as radios or displays.

"Transfer" means any direct or indirect Sale, assignment, pledge, encumbrance or other transfer of any Membership Interest or rights in respect thereof (including Voting Interests), whether made voluntarily or by operation of law. "Transfer" shall include any transfer of voting rights through voting agreements, proxies (other than proxies granted to an employee or agent acting on behalf of the Member granting such proxy), voting trusts or otherwise.

"Transferee Member" means an additional Member admitted to the Company in accordance with the terms of this Agreement upon transfer of an existing Member's Membership Interest.

"Transportable" means capable of being used independently of the vehicle and not physically and permanently connected to the Vehicle Buss Systems (e.g., cell phone, PDA, etc.).

"Treasury Regulations" means the regulations promulgated by the U.S. Treasury Department pursuant to the Code.

"Vehicle Buss Systems". The Vehicle Buss Systems are currently defined as the following motor vehicle interface standards: the MOST Buss, MSCAN, SCP, ACP, J9141 and may be updated from time to time by mutual consent of Qualcomm and the Company. The Vehicle Buss Systems are specifically meant to exclude interface standards that are commonly used outside of the automotive industry (e.g., RS 232, Firewire, Bluetooth, etc.) and that may or may not become standard in the automotive industry.

"Voting Interest" means a Membership Interest which is entitled to vote or consent with regard to any action or approval of Members required or permitted by the Agreement.

"Wireless Access Network Device" means a device containing a combination of components to communicate with a wireless cellular terrestrial network. This includes items such as RF circuitry, modem chip, memory, processors, power management hardware, and other miscellaneous functional blocks. It may also contain items such as a Bluetooth transceiver, GPS receiver, and a serial interface, although these items may also exist out of the Wireless Access Network Device.

Capitalized terms not set forth above but otherwise defined in an Ancillary Agreement shall have the meaning set forth in such Ancillary Agreement.

EXHIBIT B
to
Limited Liability Company Agreement

POWERS AND RESPONSIBILITIES OF THE OFFICERS OF THE COMPANY

President. The President shall supervise the business and affairs of the Company. The President's duties shall include, without limitation, responsibility for: (i) sales force management and strategy; (ii) marketing and advertising strategy; (iii) credit and audit compliance; (iv) management of the service relationship with Ford, Qualcomm and Cartell and their respective Affiliates; (v) management of business relationships and customer service; (vi) implementing pricing and financing policies as adopted by the Board of Directors or a Subcommittee of the Board of Directors ("Subcommittee"); (vii) coordinating with the Chief Financial Officer the development and preparation of the proposed annual budget, a plan for distributions to Members and business strategies in substantially the same level of detail as contained in such form as directed by the Board of Directors or a Subcommittee (the "Budget"), present a proposed new Budget to the Board of Directors (prior to the end of the fiscal year), and at least once in each Fiscal Quarter review with the Board of Directors the Company's performance in connection with the Budget then in effect; (viii) human resource staffing and compensation; and (ix) supervising the other Officers and agents of the Company. The President shall perform other duties as directed by the Board of Directors or a Subcommittee from time to time.

Secretary. The Secretary shall: (ii) keep the minutes of meetings of the Members, the Board of Directors and any Subcommittee; (iii) provide that all notices are duly given in accordance with the Agreement; (iv) be custodian of the Company's records; (v) maintain a register of the names and addresses of the Members, and the Membership Interests owned by the Members; (vi) maintain a register of the addresses of the Directors, Officers and other agents of the Company; (vii) maintain books and records for the issuance and transfer of Membership Interests; and (viii) perform other duties incident to the office of a secretary of a limited liability company. The Secretary shall perform other duties as directed by the Board of Directors or a Subcommittee from time to time.

Chief Technical Officer. The Chief Technical Officer shall have those duties customarily given to a chief technical officer of a similar type company.

Exhibit C

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of October __, 2000 (the "Agreement"), is between FORD MOTOR COMPANY, a Delaware corporation (the "Lender"), and WINGCAST, LLC., a Delaware limited liability company (the "Borrower").

WHEREAS, the Borrower is owned by the Lender, Qualcomm Incorporated and Cartell, L.L.C. (the "Owners");

WHEREAS, the Borrower, and the rights and obligations of the Owners with respect to the Borrower, are governed by the terms of a Limited Liability Company Agreement dated as of the date hereof among the Owners (the "LLC Agreement"), and

WHEREAS, under the terms of the LLC Agreement, Lender is required to provide a \$50 million line of credit to the Borrower in the form hereof.

NOW, THERFORE, in consideration of the mutual obligations contained herein, Borrower and Lender agree as follows:

Section 1. Lender shall lend to Borrower from time to time principal amounts not to exceed a net aggregate principal amount outstanding hereunder at any time of Fifty Million United States Dollars (U.S.\$50,000,000). Within the limits prescribed herein and upon written notice to Lender given at least two Business Days (as defined below) in advance, Borrower may borrow from time to time under this Agreement; provided, however, that any amounts borrowed hereunder may not be reborrowed after they have been repaid.

Section 2. The net aggregate principal amount outstanding hereunder at any date (which shall be the aggregate amount of funds borrowed less the aggregate amount of repayments (the "Principal Amount Outstanding")), or from time to time such portion thereof as Lender may indicate, shall become due and payable by Borrower on the first Business Day following the date on which demand for repayment thereof is made by Lender; provided, however, that, subject to Section 9 hereof, such demand shall not be made by Lender prior to the date on which the Lender complies with its obligation to make a capital contribution to Borrower in accordance with Section 4.3(j) of the LLC Agreement.

Section 3. (a) On the first Business Day of each calendar month (each an "Interest Payment Date"), Borrower shall pay interest accrued on the Principal Amount Outstanding for each day during the Interest Period (as defined below) immediately preceding such Interest Payment Date. Interest shall accrue at a fluctuating rate per annum equal to the greater of (x) LIBOR (as defined below) plus 50 basis points (i.e., 0.5 percentage points) and (y) the allowable Treasury test rate, as defined in section 1.1274-4

of the income tax regulations issued pursuant to section 1274 of the United States Internal Revenue Code of 1986, as amended (the "Code"). All advances hereunder shall qualify as having adequate stated interest under section 1274(d)(1)(D) of the Code and Borrower and Lender (and their successors and assigns) will treat all advances as having adequate stated interest for all tax purposes. Interest shall be calculated on the basis of the actual number of days elapsed in each Interest Period, including the first and excluding the last day of each such Interest Period, and a 360-day year. With the consent of the Lender, Borrower may add any amount of interest due on an Interest Payment Date to the Principal Amount Outstanding hereunder.

(b) "LIBOR" shall mean, with respect to any Interest Period, the London Interbank Offered Rate for deposits in United States Dollars for a period of one month which appears on the Telerate Page 3750 as of 11:00 a.m., London time, two Business Days prior to the first day of such Interest Period (or, in the case the initial Interest Period commences other than on the first day of a calendar month, two Business Days prior to the first day of the calendar month in which such initial Interest Period commences); and "Telerate Page 3750" shall mean the display generated as "Page 3750" on the Telerate Service (or such other page as may replace Page 3750 on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for Deutsche Mark, U.S. Dollar, European Currency Unit, Sterling, Swiss Franc or Yen deposits). If for any reason such page or service is not available or such one-month rate does not appear on such page or service on a date necessary for determining the interest rate hereunder for an Interest Period, then the Lender and Borrower shall agree upon a mutually satisfactory alternative arrangement for determining the equivalent of such rate.

(c) "Interest Period" shall mean, initially, the period beginning on the date the first borrowing is made hereunder and ending on the first day of the next succeeding calendar month and, thereafter, each successive period beginning on the first day of each calendar month and ending on the first day of the next succeeding calendar month.

(d) "Business Day" shall mean (i) for purposes of determining LIBOR only, a day which is not a Saturday or Sunday or a day on which banking institutions are authorized or required by law or regulation to be closed in London, England and (ii) for all other purposes, a day which is not a Saturday or a Sunday or a day on which banking institutions are authorized or required by law or regulation to be closed in Detroit, Michigan.

Section 4. Within two Business Days following the end of each Interest Period, Borrower shall issue a statement setting forth the Principal Amount Outstanding at the end of such Interest Period and the amount of interest accrued thereon during such Interest Period, together with any other information as is mutually agreed upon from time to time by the parties hereto; provided, however that no such statement shall be required to be issued for any Interest Period during which there is no Principal Amount Outstanding.

Section 5. All borrowings may be repaid by the Borrower in whole at any time and in part from time to time (together with interest on such principal amounts to the date of payment) without penalty.

Section 6. Borrower shall make all payments of principal and interest hereunder by wire transfer of immediately available funds to the Lender's bank account (Account No. _____) maintained at Comerica Bank, Detroit, Michigan, or such other bank and account as may be specified by Lender from time to time. All such payments shall be in such coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts in the United States.

Section 7. No amendment to this Agreement shall be effective except as expressly made in a writing signed by the parties hereto.

Section 8. No waiver hereunder shall be effective except as expressly made in a writing signed by Lender, and no waiver of any obligation or default shall operate as a waiver of any other obligation or default or of the same obligation or default on a future occasion. No single or partial exercise by Lender of any right or remedy, nor any delay or forbearance in the exercise thereof, shall preclude other or further exercise of such right or remedy by Lender.

Section 9. The Principal Amount Outstanding hereunder, together with any accrued and unpaid interest hereon, shall become immediately due and payable (i) on the demand of Lender following any default hereunder by Borrower or (ii) automatically upon Borrower becoming bankrupt or insolvent or a petition to adjudge Borrower bankrupt or insolvent or to appoint a receiver for Borrower is filed by or against Borrower. On or after the date on which Lender may demand repayment of the Principal Amount Outstanding hereunder pursuant to Section 2 hereof or this Section 9, either party may terminate this Agreement at any time upon written notice to the other party. No such termination shall affect any of the then-existing obligations of either party under this Agreement.

Section 10. Neither Borrower nor Lender may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Lender may without such consent, but with reasonable prior notice to Borrower, assign loans hereunder, in whole or from time to time in part, to any affiliate of Lender.

Section 11. This Agreement is made under and shall be governed in all respects by, and construed and enforced in accordance with, the internal laws (and not the laws pertaining to conflicts or choice of laws) of State of Michigan applicable to agreements made and to be performed wholly within the State of Michigan.

Section 12. This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

WINGCAST, LLC.

FORD MOTOR COMPANY

By: _____
Name:
Its:

By: _____
Name:
Its:

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Schedule I

MEMBERS, INITIAL CAPITAL CONTRIBUTIONS AND
INITIAL MEMBERSHIP INTERESTS

<u>Member</u>	<u>Initial Capital Contributions</u>	<u>Initial Membership Interests</u>
Ford	\$750,000,000 ¹	80%
Qualcomm	\$125,000,000 ²	15%
Cartell	\$ 50,000,000 ³	5%

¹ Ford's Initial Capital Contribution shall be in the form of cash and contributed property, consisting of the following:

- (a) \$50,000,000; and
- (b) Those assets, contract rights and other rights identified in the Contribution Agreement, the Agreed Value of which is \$700,000,000.

² Qualcomm's Initial Capital Contribution shall, be made in the form of cash and Contributed Property consisting of the following:

- (a) Cash of \$75,000,000; and
- (b) Those assets, contract rights and other rights identified herein and in the the Contribution Agreement, subject to the obligations and liabilities to be assumed by the Company in connection therewith, the Agreed Value of which is \$50,000,000.

³ Cartell's Initial Capital Contribution shall, be made in the form of Contributed Property consisting of the following:

- (a) Those assets, contract rights and other rights identified in the Contribution Agreement, which assets and rights shall be transferred to, the Company pursuant to the Contribution Agreement, the Agreed Value of which is \$50,000,000.

SCHEDULE II

Ford Pre-existing Mobile Consumer Services Purchasing Commitments

USA

Sprint PCS – Cooperative Venture for the provision of telematics and voice services for MY 2001 vehicles.

Parties: Ford Motor Company and Sprint Spectrum L.P.

Contract Duration Applies to MY 2001 vehicles

ATX – Agreement for provision of safety and security services and navigation/points of interest services for MY 2001 and MY 2002.

Parties: Ford Motor Company and ATX

Contract Duration We may terminate January 1, 2001 with six months notice.

Cross Country Group – Agreement for provision of call center, billing/invoicing and customer care services.

Parties: Volvo Cars of North America and Cross Country Global Its Services Corp.

Term: Expected duration to be signing through August, 2002 (and in any event not to extend beyond August 2003) (agreement under final review; expected to be signed by 10-15-00), after which time services would be contracted through Wingcast, provided Wingcast services are competitive (as defined in Limited Liability Agreement).

Verizon Wireless – Airtime supplier, contracted through Cross Country Group (CCG).

Parties: CCG (on behalf of Volvo Cars of North America) and Verizon Wireless

Term: Services provided on an as-requested basis through August 2003.

Orbcomm – Satellite communication, contracted through CCG

Parties: CCG (on behalf of Volvo Cars of North America) and Orbcomm

Term: Services provided on an as-requested basis through August 2003.

Motorola – Supplier of current RESCU product (telematics hardware).

Parties: Ford Motor Company and Motorola, Inc.

Term: Term of agreement will not be beyond MY 2002.

Visteon – Current agreement in place for provision of MY 2002 hardware.

Parties: Ford Motor Company and Visteon Corporation

Term: 2002 unless terminated earlier.

Europe

United Kingdom (UK)

Vodafone - Contractual Joint Venture for value added services in UK including use of Vodafone Interactive Voice Platform and share of fixed marketing costs

Parties : Ford Motor Company Limited (Ford) and Vodafone UK Limited (Vodafone)

Contract Duration Agreement is effective from March 23, 2000 until December 31, 2002 and thereafter until terminated by either party by giving 6 months notice.

Cellular Operations Limited - Agreement providing for customer care and billing on behalf of Ford UK Telematics Operations (FTO).

Parties : Ford Motor Company Limited (Ford) and Cellular Operations Limited (COL)

Contract Duration Agreement to be signed soon with expected termination date of 12-2003.

Automobile Association Developments Ltd (AA) - Telematics Service Operator services Emergency Call, Breakdown Call, Traffic & Travel related Concierge, plus Automated traffic service

Parties : Ford Motor Company Limited (Ford) and Automobile Association Developments Ltd (AA)

Contract Duration The contract is presently under negotiation and final review before signature. Expected duration is for two years; with certain information and related concierge services being contracted for three years.

Germany

Mannesmann Mobilfunk GmbH (D2) - GSM Service provider services including customer care, billing, collection and interactive platform. Airtime revenue share on voice call and services plus will share equally Fixed marketing costs.

Parties : Ford Motor Company Limited (Ford) and Mannesmann Mobilfunk GmbH (D2)

Contract Duration Agreement is effective from April 07, 2000 and shall be of unlimited duration, subject to right of termination by either party after December 31, 2002

ADAC Telematikdienste GmbH (ADAC) - Telematics Service Operator services Emergency Call, Breakdown Call, Traffic & Travel related Concierge, plus Automated traffic service

Parties : Ford Motor Company Limited (Ford) and ADAC Telematikdienste GmbH (ADAC)

Contract Duration Contract under negotiation. Expected duration through December, 2002, with a maximum duration through December 2003.

Sweden

Europolitan - Airtime service provider for Volvo customers. Supply of preprogrammed SIM's, GSM airtime and SMS handling and billing information and customer care

Parties : Volvo Personenwagen (Sweden) and Europolitan

Contract Duration Termination 12-15-2002.

Wirelesscar - Routing of Short Message (SMS) messages from / to the in vehicle unit from / to the Customer service center

Parties : Volvo Car Corporation and Wirelesscar

Contract Duration Termination 12-15-2002.

Falck Räddningskår AB : - Telematics Service Operator in Sweden for Volvo customers for the following services : Emergency Call, Breakdown Call , Traffic & Travel related Concierge

Parties: Volvo Car Corporation & Falck Räddningskår AB

Contract Duration Termination 12-15-2002.

Autoliv: Agreement to purchase telematics hardware for Volvo vehicles.

Parties: Volvo and Autoliv

Contract Duration: Termination by 12-15-2002

ASIA-PACIFIC

NZAA – Agreement for call center, emergency breakdown and roadside assistance services in New Zealand.

Parties: Guardian Technologies Limited and NZAA

Contract Duration Minimum 3 years from signature date (negotiations in progress).

SCHEDULE III

(List of Countries where CDMA is Widely Available and Implemented as of the Effective Date)

Mexico
Canada
Brazil
Chile
Argentina
Australia
Hong Kong
Taiwan
Singapore
New Zealand
United States
Korea
Bangladesh
China
Dem. Republic Congo
Dominican Republic
El Salvador
Guatemala
Haiti
Honduras
Indonesia
Israel
Japan
Myanmar
Peru
Philippines
Puerto Rico
Thailand
Venezuela
Zambia