

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of August 11, 2005 (the "Effective Date"), by and between ICO Global Communications (Holdings) Limited, a Delaware corporation ("ICO"), and ICO North America, Inc., a Delaware corporation ("INA"). ICO and INA are jointly referred to herein as the "Parties."

RECITALS

- A. INA is a wholly-owned subsidiary of ICO and as such ICO directly benefits from any additional value created in INA resulting from the transactions contemplated by this Agreement.
- B. ICO is the owner of 96 shares of Series A Preferred Stock (the "CCHI Securities") of Constellation Communications Holdings, Inc., a Delaware corporation ("CCHI").
- C. ICO is the owner of 2,555 shares of Series A Preferred Stock (the "ESBH Securities") of ESBH, Inc., a Delaware corporation ("ESBH").
- D. ICO desires to contribute the CCHI Securities and the ESBH Securities and INA desires to accept the contribution of the CCHI Securities and the ESBH Securities.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein, the Parties hereto agree as follows:

ARTICLE I CONTRIBUTION OF SECURITIES

Contribution of CCHI Securities and ESBH Securities. On the terms and subject to the conditions set forth in this Agreement, on the Effective Date, ICO hereby contributes, assigns, transfers, conveys and delivers as an additional capital contribution to INA, and INA hereby acquires and takes assignment and delivery of all of ICO's right, title and interest in and to the CCHI Securities and the ESBH Securities (collectively the "ICO Contribution"), subject to all existing liens and encumbrances, if any.

ARTICLE II COVENANTS

Further Assurances. In addition to the provisions of this Agreement, at the Effective Date and from time to time thereafter, the Parties hereto shall use all commercially reasonable efforts to execute and deliver such other instruments of conveyance, transfer, or assumption, as the case may be, and take such other action as may be reasonably requested to implement more

effectively the conveyance and transfer of the ICO Contribution to INA and the other transactions contemplated hereby.

ARTICLE III GENERAL PROVISIONS

Section 3.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to the subject matter hereof and thereof.

Section 3.2 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed (in the case of an amendment) by the Parties. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 3.3 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Section 3.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Washington, without reference to the choice of law principles thereof.

Section 3.5 Invalidity. In the event that any of the provisions contained in this Agreement or in any other instrument referred to herein, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or such other instrument and such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability, unless the consummation of the transactions is impaired thereby.

Section 3.6 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.7 Headings. The headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, by their officers thereunto duly authorized, as of the date first above written.

ICO GLOBAL COMMUNICATIONS
(HOLDINGS) LIMITED

By Craig M. Jorgens
Name: CRAG M. JORGENS
Title: PRESIDENT

ICO NORTH AMERICA, INC.

By Craig M. Jorgens
Name: CRAG M. JORGENS
Title: PRESIDENT