

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of  
R2 Space, LLC

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File No.: EB-IHD-21-00032623  
CD Acct. No.: 202432080006  
FRN: 0028118156

ORDER

Adopted: February 21, 2024

Released: February 21, 2024

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether R2 Space, LLC (R2 Space) failed to seek Commission approval prior to transferring control of its satellite license (Call Sign S3067) from R2 Space to Meta Aerospace, LLC (Meta). To settle this matter, R2 Space admits that it violated the Commission’s rules as described, will implement a compliance plan, and will pay an \$8,000 civil penalty.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding R2 Space’s compliance with section 310(d) of the Communications Act of 1934, as amended (Act),<sup>1</sup> and section 25.119(a) of the Commission’s rules.<sup>2</sup>

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of R2 Space’s basic qualifications to hold or obtain any Commission license or authorization.<sup>3</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act, 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

<sup>1</sup> 47 U.S.C. § 310(d).

<sup>2</sup> 47 CFR § 25.119(a).

<sup>3</sup> See *id.* § 1.93(b).

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Joseph I. Farina, President, R2 Space, LLC, 553 West William Street, Suite 401, Ann Arbor, Michigan 48103, and to Steven A. Rowings, Akin Gump Strauss Hauer & Feld, LLP, 2001 K Street NW, Washington, DC 20006.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal  
Chief  
Enforcement Bureau

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of )
R2 Space, LLC )
File No.: EB-IHD-21-00032623
CD Acct. No.: 202432080006
FRN: 0028118156

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and R2 Space, LLC (R2 Space or Company),<sup>1</sup> by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation, as defined below, into whether R2 Space violated section 310(d) of the Communications Act of 1934, as amended (Act) and section 25.119(a) of the Commission’s rules (Rules) governing the requirements regarding seeking Commission approval prior to transferring control of FCC licenses. Specifically, the Bureau investigated whether R2 Space failed to seek Commission approval prior to transferring control of its satellite license (Call Sign S3067) from R2 Space to Meta Aerospace, LLC (Meta). To resolve this matter, R2 Space agrees to implement a compliance plan and pay an \$8,000 civil penalty.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.<sup>2</sup>
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(d) “CD Acct. No.” means account number 202432080006, associated with payment obligations described in paragraph 20 of this Consent Decree.
(e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which R2 Space is subject by virtue of its business activities, including but not limited to the Unauthorized Transfer Rules.
(g) “Compliance Officer” means the individual identified at paragraph 15 of this Consent Decree as the person responsible for administration of the Compliance Plan.

<sup>1</sup> Any entity that is a “Small Business Concern” as defined in the Small Business Act (Pub. L. 85-536, as amended) may avail itself of rights set forth in that Act, including rights set forth in 15 U.S.C. § 657, “Oversight of Regulatory Enforcement,” in addition to other rights set forth herein.

<sup>2</sup> 47 U.S.C. § 151 et seq.

- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 16. The Compliance Plan provides for obligations to continue for three years from the effective date. All obligations thereunder are waived for any period in those years during which R2 Space does not hold FCC authorizations.
- (i) “Covered Employees” means all employees and agents of R2 Space who perform, supervise, oversee, or manage the performance of, duties that relate to R2 Space’s responsibilities under the Communications Laws, including the Unauthorized Transfer Rules.
- (j) “Effective Date” means the date by which both the Bureau and R2 Space have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-IHD-21-00032623 regarding whether R2 Space violated the Unauthorized Transfer Rules.
- (l) “LOI” means the Letter of Inquiry issued by the Bureau to R2 Space on July 10, 2023, in EB-IHD-21-00032623 in connection with the Company’s compliance with the Act and the Commission’s Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by R2 Space to implement the Compliance Plan.
- (n) “Parties” means R2 Space and the Bureau, each of which is a “Party.”
- (o) “Remedial Applications and Waiver Requests” means Applications for Transfer of Control, Assignment, and/or Special Temporary Authority, IBFS File Nos. SAT-T/C-20210423-00056; SAT-STA-20210423-00057; and SAT-ASG-20220719-00069.
- (p) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (q) “R2 Space” means R2 Space, LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (r) “Unauthorized Transfer Rules” means section 310(d) of the Act<sup>3</sup> and section 25.119(a) of the Rules,<sup>4</sup> pertaining to the unauthorized transfers of control and assignments of satellite licenses.

## II. BACKGROUND

3. *Legal Framework.* Section 310(d) of the Act provides that no radio licenses “shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding [the] license,” unless the license holder applies for Commission authority to transfer the license, and the Commission finds that the transfer is in the “public interest, convenience, and necessity.”<sup>5</sup> The Commission has adopted rules governing the procedures and establishing the conditions for obtaining approval from the Commission for transactions involving the transfer of control or assignment of satellite licenses.

4. Section 25.119 of the Rules similarly requires that applicants seek and receive Commission consent prior to the transfer of a licensee’s control or assignment of a satellite license.<sup>6</sup>

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<sup>3</sup> *Id.* § 310(d).

<sup>4</sup> 47 CFR § 25.119(a).

<sup>5</sup> 47 U.S.C. § 310(d).

<sup>6</sup> 47 CFR § 25.119(a).

Specifically, section 25.119 of the Rules requires that an entity seeking to voluntarily transfer control of a corporation that holds a satellite license must submit an FCC Form 312, Main Form and Schedule A, and obtain a grant of the application prior to consummating the proposed transaction.

5. *Factual Background.* R2 Space is a privately owned Delaware limited liability company that was originally incorporated in Virginia under the name R2 Ventures, Inc., which was changed to R2 Space, Inc. on June 20, 2018.<sup>7</sup> On December 18, 2020, the Satellite Division of the International Bureau issued R2 Space, Inc. a license to construct, deploy, and operate one non-geostationary orbit satellite.<sup>8</sup> On March 19, 2021, in anticipation of a future acquisition, R2 Space underwent an internal reorganization whereby it was converted from an S-corporation to a limited liability company.<sup>9</sup> On March 25, 2021, Meta Aerospace, LLC (Meta) acquired a 61.75% equity interest in R2 Space.<sup>10</sup>

6. On April 23, 2021, R2 Space filed an application for authorization of this transfer of control, seeking *nunc pro tunc* approval of the March 25, 2021 transaction and requesting a waiver of section 25.119 of the Commission's rules. On that same date, R2 Space filed an application for Special Temporary Authority (STA) permission to continue operating the satellite license during the pendency of the transfer of control application.<sup>11</sup> On August 3, 2021, the Satellite Division referred this matter to the Enforcement Bureau for investigation.<sup>12</sup> On July 19, 2022, R2 Space filed an application for authorization of the *pro forma* assignment that occurred when R2 Space converted from an S-corporation to an LLC.<sup>13</sup> All of the foregoing applications remain pending.

7. On July 10, 2023, the Bureau sent a Letter of Inquiry (LOI) to R2 Space.<sup>14</sup> On August 9, 2023, R2 Space responded to the LOI.<sup>15</sup> In its response, R2 Space conceded that it did not provide notice to or receive authorization from the Commission prior to consummating the above transactions.<sup>16</sup>

8. R2 Space currently plans on selling its interest in satellite license S3067 to ICEYE US, Inc., a wholly owned U.S. subsidiary of ICEYE OY, a privately owned Finnish company based in Espoo, Finland. On May 19, 2023, ICEYE US, Inc., filed an assignment application and STA Request with Space Bureau in connection with the proposed transaction.<sup>17</sup> Upon completion of the sale, which remains

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<sup>7</sup> Letter from Joseph I. Farina, President, R2 Space, LLC, to Patrick M. McGrath, Chief, Investigations & Hearings Division, at Response to Inquiry 1 (Aug. 9, 2023) (on file in EB-IHD-21-00032623) (LOI Response).

<sup>8</sup> *Application for Satellite Space Station Authorizations*, IBFS File No. SAT-LOA-20200511-00042 (May 11, 2020) (*Application*).

<sup>9</sup> LOI Response at Response to Inquiry 1.

<sup>10</sup> *Id.* at Responses to Inquiries 1, 16. Meta subsequently renamed itself Metrea. See Press Release, Metrea LLC, Meta Aerospace Is Now Metrea (Oct. 10, 2022), <https://metrea.aero/meta-aerospace-is-now-metrea/>.

<sup>11</sup> *Application for Space Station Special Temporary Authority*, IBFS File No. SAT-STA-20210423-00057 (Apr. 23, 2021) (*STA Application*).

<sup>12</sup> See E-Mail from Karl Kensinger, Deputy Chief, Satellite Division, FCC International Bureau, to Jeffrey Gee, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (Aug. 3, 2021, 13:52 EDT) (on file in EB-IHD-21-00032623).

<sup>13</sup> *Application for Satellite Space and Earth Station Authorizations for Transfer of Control or Assignment*, IBFS File No. SAT-ASG-20220719-00069 (July 19, 2022) (*Transfer of Control Application*).

<sup>14</sup> See Letter from Patrick M. McGrath, Chief, Investigations and Hearings Division, to Joseph I. Farina, President, R2 Space, LLC (July 10, 2023) (on file in EB-IHD-21-00032623).

<sup>15</sup> See LOI Response.

<sup>16</sup> See *id.* at Response to Inquiry 16.

<sup>17</sup> See *Application for Satellite Space and Earth Station Authorizations for Transfer of Control or Assignment*, IBFS File No. SAT-ASG-20230519-00116 (May 19, 2023); *Application for Space Station Temporary Authority*, IBFS File No. SAT-STA-20230519-00117 (May 19, 2023).

pending due to the Investigation, R2 Space does not anticipate engaging in any operations or otherwise acquiring assets or ownership interests that would require Commission authorization.

9. The Bureau's Investigation revealed that R2 Space transferred control of its satellite license in connection with its acquisition by Meta without prior Commission approval and effected a *pro forma* assignment of the same license when converting its business to an LLC without prior Commission approval.<sup>18</sup> To resolve this matter, the Parties enter into this Consent Decree and agree to the following terms and conditions as provided below.

### III. TERMS OF AGREEMENT

10. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

11. **Jurisdiction.** R2 Space agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

12. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

13. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, R2 Space agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against R2 Space concerning the matters that were the subject of the Investigation, or to set for hearing the question of R2 Space's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.<sup>19</sup>

14. **Admission of Liability.** R2 Space admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 13 herein, that its action described above in paragraphs 5 and 7 of this Consent Decree violated the Unauthorized Transfer Rules.

15. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, R2 Space shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that R2 Space complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Unauthorized Transfer Rules prior to assuming his/her duties.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, R2 Space agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Commission's Unauthorized Transfer Rules and with the terms and conditions of this Consent Decree. R2 Space will implement, at a minimum, the following procedures:

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<sup>18</sup> See generally *Application for Satellite Space and Earth Station Authorizations for Transfer of Control or Assignment*, IBFS File No. SAT-T/C-20210423-00056 (Apr. 23, 2021), *STA Application*, *supra* note 11, *Transfer of Control Application*, *supra* note 13; LOI Response at Response to Inquiry 16.

<sup>19</sup> See 47 CFR § 1.93(b).

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, R2 Space shall establish Operating Procedures that all Covered Employees must follow to help ensure R2 Space's compliance with the Unauthorized Transfer Rules. R2 Space's Operating Procedures shall include internal procedures and policies specifically designed to ensure that R2 Space complies with the Unauthorized Transfer Rules. R2 Space shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Unauthorized Transfer Rules. With regard to the sale or disposition of any FCC authorizations or licenses, R2 Space will include in its standard due diligence checklist a review for filing of necessary FCC applications and consultation with outside counsel at least thirty (30) days prior to closing any such transaction, and confirmation that it has received FCC consent to transfer or assign FCC authorizations or licenses prior to closing the transaction.
- (b) **Compliance Manual.** Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Unauthorized Transfer Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure R2 Space's compliance with the Unauthorized Transfer Rules. R2 Space shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. R2 Space shall distribute any final revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** R2 Space shall establish and implement a Compliance Training Program on compliance with the Commission's Unauthorized Transfer Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of R2 Space's obligation to report any noncompliance with the Unauthorized Transfer Rules under paragraph 17 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. R2 Space shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

17. **Reporting Noncompliance.** R2 Space shall report any noncompliance with the Unauthorized Transfer Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that R2 Space has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that R2 Space has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Patrick McGrath at [Patrick.McGrath@fcc.gov](mailto:Patrick.McGrath@fcc.gov), Kalun Lee at [Kalun.Lee@fcc.gov](mailto:Kalun.Lee@fcc.gov), Georgina Feigen at [Georgina.Feigen@fcc.gov](mailto:Georgina.Feigen@fcc.gov), Pam Slipakoff at [Pam.Slipakoff@fcc.gov](mailto:Pam.Slipakoff@fcc.gov), and Ryan Mitchell at [Ryan.Mitchell@fcc.gov](mailto:Ryan.Mitchell@fcc.gov), with a copy submitted electronically to [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov).

18. **Compliance Reports.** R2 Space shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of R2 Space's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Unauthorized Transfer Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of R2 Space, stating that the Compliance Officer has personal knowledge that R2 Space: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 17 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>20</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of R2 Space, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that R2 Space has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that R2 Space has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to Patrick McGrath at [Patrick.McGrath@fcc.gov](mailto:Patrick.McGrath@fcc.gov), Kalun Lee at [Kalun.Lee@fcc.gov](mailto:Kalun.Lee@fcc.gov), Georgina Feigen at [Georgina.Feigen@fcc.gov](mailto:Georgina.Feigen@fcc.gov), Pam Slipakoff at [Pam.Slipakoff@fcc.gov](mailto:Pam.Slipakoff@fcc.gov) and Ryan Mitchell at [Ryan.Mitchell@fcc.gov](mailto:Ryan.Mitchell@fcc.gov), with a copy submitted electronically to [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov).

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 15 through 18 of this Consent Decree shall expire thirty-six (36) months after the Effective Date. All obligations thereunder are waived for any period during which R2 Space does not hold FCC authorizations.

20. **Civil Penalty.** R2 Space will pay a civil penalty to the United States Treasury in the amount of eight thousand dollars (\$8,000) within thirty (30) calendar days of the Effective Date. R2 Space acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>21</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. R2 Space shall send electronic notification of payment to Patrick McGrath at [Patrick.McGrath@fcc.gov](mailto:Patrick.McGrath@fcc.gov), Kalun Lee at [Kalun.Lee@fcc.gov](mailto:Kalun.Lee@fcc.gov), Georgina Feigen at [Georgina.Feigen@fcc.gov](mailto:Georgina.Feigen@fcc.gov), Pam Slipakoff at [Pam.Slipakoff@fcc.gov](mailto:Pam.Slipakoff@fcc.gov), Ryan Mitchell at [Ryan.Mitchell@fcc.gov](mailto:Ryan.Mitchell@fcc.gov), and [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov) on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts civil penalty payments by

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<sup>20</sup> 47 CFR § 1.16.

<sup>21</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).



check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>22</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159<sup>23</sup> or printed CORES form<sup>24</sup> must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).<sup>25</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

21. **Event of Default.** R2 Space agrees that an Event of Default shall occur upon the failure by R2 Space to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

22. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the

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<sup>22</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

<sup>23</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>24</sup> Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

<sup>25</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by R2 Space.

23. **Waivers.** As of the Effective Date, R2 Space waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. R2 Space shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither R2 Space nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and R2 Space shall waive any statutory right to a trial *de novo*. R2 Space hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>26</sup> relating to the matters addressed in this Consent Decree.

24. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

25. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

26. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which R2 Space does not expressly consent) that provision will be superseded by such Rule or order.

27. **Successors and Assigns.** R2 Space agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

28. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

29. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

30. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

31. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

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<sup>26</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

32. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

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Loyaan A. Egal  
Chief  
Enforcement Bureau

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Date

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Joseph I. Farina  
President  
R2 Space, LLC

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Date