



Wiley Rein & Fielding LLP

ORIGINAL

1776 K STREET NW
WASHINGTON, DC 20006
PHONE 202.719.7000
FAX 202.719.7049

Virginia Office
7925 JONES BRANCH DRIVE
SUITE 6200
McLEAN, VA 22102
PHONE 703.905.2800
FAX 703.905.2820

www.wrf.com

April 5, 2004

Received

APR 14 2004

Policy Branch
International Bureau

Peter D. Shields
202.719.3249
pshields@wrf.com

BY HAND DELIVERY

RECEIVED - FCC

APR - 5 2004

Thomas S. Tycz
Chief, Satellite Division
International Bureau
Federal Communications Commission
236 Massachusetts Avenue, NE, Suite 110
Washington, DC 20002

Federal Communication Commission
Bureau / Office

Re: Iridium 2GHz LLC
File Nos. 187-SAT-P/LA-97(96), IBFS File Nos. SAT-LOA-19970926-00147;
SAT-AMD-20001103-00156; SAT-MOD-20030828-00286

Dear Mr. Tycz:

Iridium 2GHz LLC ("Iridium"), by its attorneys, hereby responds to your request for additional information in connection with Iridium's compliance with the Commission's 2 GHz Mobile-Satellite Service (MSS) Critical Design Review (CDR) milestone and continued progress toward satellite construction.

1. Iridium has made to BSS all the payments required to date pursuant to "Amendment to Agreement No. 1" of Iridium's satellite manufacturing contract with BSS (Amended Agreement). No payment under Article 4.2.2.1 of the Amended Agreement has yet been required because payment is deferred and interest is accruing. Iridium plans to make such payment when it becomes due and payable as set forth in Article 4.2.2.1 of the Amended Agreement.
2. Attached is a public, redacted copy of the only further amendment to the Amended Agreement executed as of the date of this letter. Iridium is providing a confidential, unredacted copy under separate cover with a request for confidential treatment. This further amendment modifies Exhibit C to the Amended Agreement and was executed April 5, 2004 and effective December 31, 2003. Iridium confirms that, in accordance with Article 4.5, Exhibit B of the Amended Agreement contains the payment schedule currently in effect.
3. Iridium has been advised by BSS that it has not yet purchased the long lead materials by the date set forth in Exhibit C of the Amended Agreement. That date has been extended by the further amendment referenced in response to question 2.

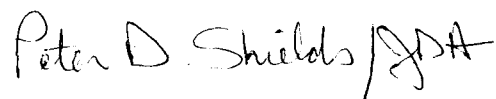
Wiley Rein & Fielding LLP

Thomas S. Tycz
April 5, 2004
Page 2

Iridium has also been advised by BSS that it has inventory on hand to begin construction.

Please do not hesitate to contact me with any questions relating to this information.

Sincerely,

A handwritten signature in cursive script that reads "Peter D. Shields" followed by a stylized set of initials, possibly "JDA".

Peter D. Shields

cc: Karl Kensinger (via email to Karl.Kensinger@fcc.gov)
Patricia Mahoney

PUBLIC VERSION

AMENDMENT AGREEMENT No. 2

To

SATELLITE CONTRACT

DOCUMENT NO. 071202

DATED JULY 15, 2002

BOEING SATELLITE SYSTEMS, INC.

AND

IRIDIUM 2GHz LLC

PUBLIC VERSION

AMENDMENT AGREEMENT NO. 2 TO SATELLITE CONTRACT

This Amendment Agreement No. 2 (the "Amendment Agreement") is made as of this 5th day of April, 2004, by and among **Boeing Satellite Systems, Inc.**, a Delaware corporation with a place of business in El Segundo, California ("**Boeing**") and **Iridium 2GHz LLC**, a Delaware limited liability company ("**Iridium 2GHz**"), with a place of business in Leesburg, Virginia. This Amendment Agreement shall be effective as of December 31, 2003 (the "Effective Date").

Hereinafter referred to collectively as "the Parties".

I. RECITALS

A. WHEREAS Boeing has heretofore entered into a Satellite Contract with **Iridium Satellite LLC**, a Delaware limited liability company ("**Iridium Satellite**"), dated July 15, 2002 (the "**Original Contract**"), for a four-phase satellite design and construction program, including 96 space satellites and 14 spare satellites.

B. WHEREAS Boeing, **Iridium Satellite**, **Iridium Constellation LLC**, a Delaware limited liability company ("**Iridium Constellation**"), a wholly owned subsidiary of **Iridium Satellite**, and **Iridium 2GHz**, which is a wholly owned subsidiary of **Iridium Constellation**, entered into that certain Assignment and Amendment of Satellite Contract on June 6, 2003 (the "**First Amendment**" and the *Original Contract* as modified by the **First Amendment** the "**Satellite Contract**"), pursuant to which, among other things, **Iridium Satellite** assigned its interest in the *Original Contract* to **Iridium 2GHz**.

C. WHEREAS the Parties desire to further amend the Satellite Contract.

NOW THEREFORE, IN CONSIDERATION OF THE FORGOING PREMISES AND OF THE BENEFITS THAT ACCRUE TO THE PARTIES, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

II. AMENDMENT OF THE SATELLITE CONTRACT

PUBLIC VERSION

A. As of the Effective Date, Line 5 of Exhibit C to the Satellite Contract is amended by removing the scheduled completion date of _____ and inserting in the place thereof _____ provided however, that Customer makes a payment of _____

B. As of the Effective Date, Line 6 of Exhibit C to the Satellite Contract is amended by removing the scheduled completion date of _____ and inserting in the place thereof _____

C. Except as modified herein, the Satellite Contract remains unchanged and is in full force and effect.

D. This Amendment Agreement constitutes the entire agreement between the Parties with respect to the subject contained herein. This Amendment Agreement supercedes all prior correspondence, representations, proposals, negotiations and understandings, oral or written, with respect to such changes. This Amendment Agreement shall be executed in four original copies and shall be signed by persons duly authorized to do so on behalf of each of the Parties.

[SIGNATURE PAGE FOLLOWS]

Business Proprietary Information Deleted

PUBLIC VERSION

SIGNATURE PAGE TO
AMENDMENT AGREEMENT NO. 2 TO SATELLITE CONTRACT

IN WITNESS whereof, the Parties have executed this Amendment Agreement as of the
day and year first above written.

Signed by and on behalf of:

Boeing Satellite Systems, Inc.

By: Patrice Gray Mitchell

Name: Patrice Gray Mitchell

Title: Manager, Contracts

Iridium 2GHz LLC

By: Carmen Lloyd

Name: CARMEN LLOYD

Title: CHAIRMAN / CEO