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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

INT Bureau
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From Office

December 18, 2003

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

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 Ms. Dortch:

Iridium 2GHz LLC (hereinafter "Iridium"), by its counsel, hereby responds to the December 8, 2003 request for information of the Federal Communications Commission ("FCC" of "Commission") International Bureau ("Bureau").¹ Specifically, Iridium provides the following requested items:

1. Assignment Agreement and Amendment Agreement No. 1 to Satellite Contract dated July 15, 2002 and its Exhibits entered into by Boeing Satellite Systems, Inc. ("Boeing") and Iridium Satellite LLC, Iridium Constellation LLC, and Iridium 2GHz LLC (collectively, "Iridium"), signed June 6, 2003 (the "Contract Amendment");²
2. CDR documentation package prepared for payload subsystem CDR by Boeing for Iridium under the aforementioned contract (the "CDR Documentation Package") (Boeing's production of the CDR Documentation

¹ See Letter from Thomas Tycz, Chief, Satellite Division, International Bureau to Peter D. Shields, counsel for Iridium (dated Dec. 8, 2003) (*December 8, 2003 Tycz Letter*).

² On July 29, 2002, Iridium submitted an unredacted, confidential version and a redacted public version of the Satellite Contract dated July 15, 2002 along with a request for confidential treatment for the confidential version. See Letter from Iridium Satellite LLC to Marlene H. Dortch, Secretary, Federal Communications Commission, dated July 29, 2002.

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Package did not result in the creation of a specific "CDR Report and Action Items list"; and

3. Letter from Boeing certifying Iridium's satisfaction to date of all milestone payments required under the aforementioned contract (the "CDR Payment Certification").

The Contract Amendment and CDR Documentation Package contain commercially sensitive financial and technical information that would not normally be available to the public. Iridium has attached hereto a public version of the Contract Amendment in which all commercially sensitive financial and technical information has been redacted. All of the material contained in the CDR Documentation Package is confidential technical information and has been redacted. The CDR Payment Certification is attached in its entirety.

As the Contract Amendment and CDR Documentation Package constitute business proprietary information, Boeing has conditioned their submission to the Commission on Iridium's filing an accompanying request for confidential treatment with the Commission. Accordingly, Iridium also has filed with the Commission's Secretary a request for confidential treatment of the financial and technical information contained in the Contract Amendment and CDR Documentation Package, pursuant to Section 552(b)(4) of the U.S. Code, and Sections 0.457 and 0.459 of the Commission's Rules.³ The confidential, unredacted versions of the Contract Amendment and CDR Documentation Package containing business proprietary information are being hand-delivered to Mr. Howard Griffoff at the Bureau.

Please direct any questions regarding this matter to the undersigned.

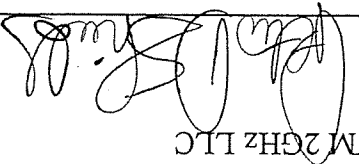
³ 5 U.S.C. § 552(b)(4); 47 C.F.R. § 0.457(d); 47 C.F.R. § 0.459. See also Amendment of the Commission's Space Station Licensing Rules and Policies; Mitigation of Orbital Debris, *First R&O and FNPRM*, at ¶187 (released May 19, 2003) ("Generally, we have recognized that specific dollar amounts and some of the detailed technical specifications of satellites warrant confidential treatment").

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Respectfully submitted,

IRIDIUM 2GHz LLC

By:



Peter D. Shields

Attorney for Iridium 2GHz LLC

Attachments

cc:

(via email)

Donald Abelson

Thomas Tycz

Jennifer Gilsenan

Karl Kensingger

Howard Griboff (and via hand delivery)

IRIDIUM SATELLITE LLC
IRIDIUM CONSTELLATION LLC
IRIDIUM 2GHZ LLC

AND

BOEING SATELLITE SYSTEMS, INC.

DATED JULY 15, 2002

DOCUMENT NO. 071202

SATELLITE CONTRACT

TO

AMENDMENT AGREEMENT NO. 1

AND

ASSIGNMENT AGREEMENT

PUBLIC VERSION

ASSIGNMENT AND AMENDMENT
OF
SATELLITE CONTRACT

This Assignment Agreement and Amendment Agreement No. 1 (the "Amendment Agreement") is made as of the 6th day of June, 2003, by and among Boeing Satellite Systems, Inc., a Delaware corporation with a place of business in El Segundo, California ("Boeing"); and Iridium Satellite LLC, a Delaware limited liability company ("Iridium Satellite"); Iridium Constellation LLC, a Delaware limited liability company ("Iridium Constellation"); and Iridium 2GHz LLC, a Delaware limited liability company ("Iridium 2GHz" or "Customer"), all with places of business in Leesburg, Virginia.

Hereinafter referred to collectively as "the Parties".

I. RECITALS

- A. WHEREAS Boeing has heretofore entered into a Satellite Contract with Iridium Satellite dated July 15, 2002 (the "Contract" or "Satellite Contract") for a four-phase satellite design and construction program, including 96 space satellites and 14 spare satellites.
- B. WHEREAS Iridium Satellite intends to create a new mobile satellite communication system (the "2 GHz System") that is intended to be operated by Iridium Satellite or one of its subsidiaries pursuant to and in accordance with a license (the "2 GHz License") heretofore granted by the Federal Communications Commission ("FCC") to Iridium Constellation, which is a wholly-owned subsidiary of Iridium Satellite.
- C. WHEREAS Iridium Satellite is, concurrently herewith, petitioning the FCC through its subsidiary for approval to modify the currently-approved 2 GHz System from a system comprising 96 non-geostationary ("NGSO") satellites and 14 spare NGSO satellites to a system comprising a single geostationary space vehicle (the "GSO Satellite") and, if required by the FCC, an additional single spare GSO Satellite.

D. WHEREAS Boeing has agreed to adapt the Boeing Geo-mobile product line satellite to meet Customer's unique requirements, develop, fabricate, integrate, and test the GSO Satellite (the "Sale") to be used by Iridium Satellite or one of its subsidiaries in the operation of the new 2GHz System, and

E. WHEREAS in order to facilitate the financing of the design and construction of the 2 GHz System, Boeing and Iridium Satellite wish to assign the Satellite Contract to Iridium 2GHz, which is a newly-formed, wholly-owned subsidiary of Iridium Constellation. In connection therewith, Iridium Constellation has received FCC approval to assign the 2 GHz License to Iridium 2GHz.

F. WHEREAS it is anticipated that the costs associated with the GSO Satellite Critical Design Review ("CDR") phase of work under the Satellite Contract (as amended to reflect the change to a GSO system) will be significant, Iridium 2GHz has requested, and Boeing and Iridium Satellite have agreed, to amend the Satellite Contract to incorporate modifications to the Contract on the terms set forth in this Amendment Agreement No. 1,

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

The Parties agree that with effect from the effective date of this Amendment Agreement No. 1 stated above, the Satellite Contract shall be amended by:

A. The incorporation of changes to the Satellite Contract that are included hereto as Exhibit A -Amendment Agreement Changed Pages;

B. The incorporation, on the terms set forth in Exhibit A - Changed Pages to this Amendment Agreement hereto, of:

C. The deletion of Contract Exhibit A dated 12 July 2002, and the substitution therefor of Contract Exhibit A dated 5 June 2003

The deletion of Contract Exhibit B dated 12 July 2002 and the substitution therefor of Contract Exhibit B dated 5 June 2003

The deletion of Contract Exhibit C dated 12 July 2002 and the substitution therefor of Contract Exhibit C dated 5 June 2003

Which are included hereto as part of this Amendment Agreement No. 1.

III. Agreement

This Amendment Agreement No. 1, including Exhibits A - Changed Pages, and revised Contract Exhibits A, B, and C, which are a part of this Amendment Agreement No. 1, constitutes the entire agreement between the Parties with respect to the subject matter of the changes to the Satellite Contract contemplated by this Amendment Agreement. This Amendment Agreement No. 1 supercedes all prior correspondence, representations, proposals, negotiations and understandings, oral or written, with respect to such changes. This Amendment Agreement No. 1 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.

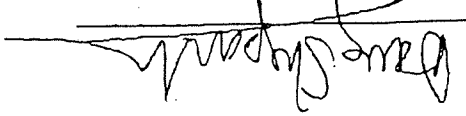
Business Proprietary Information Deleted

IN WITNESS whereof, the Parties have executed this Amendment Agreement No. 1 as of the

day and year first above written.

Signed by and on behalf of:

Boeing Satellite Systems, Inc.

By: 

Name: DOUG SHEPPARDSON

Title: DIRECTOR COMMERCIAL INTERNATIONAL BUSINESS

Iridium Satellite LLC

By: _____

Name:

Title:

Iridium Constellation LLC

By: _____

Name:

Title:

Iridium 2GHz LLC

By: _____

Name:

Title:

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Business Proprietary Information Deleted

The following changes in text are a part hereof of the Amendment Agreement No. 1 and shall be inserted into the Contract in addition to or in lieu of the existing text as the case may be.

1. Preamble

(add new paragraph prior to "Now, Therefore..." to read as follows)

Whereas, From and after the Effective Date of Contract Amendment No. 1, all references to "Customer" shall be deemed to refer to "Iridium 2GHz LLC".

2. Article 1 Definitions

(add new or revise existing definitions as follows)

"Affiliate of a Person" means any other person Controlling, Controlled by, or under common Control with such person.

"Control" (including its use in the terms "Controlling," "Controlled by," and "under common Control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise.

"Satellite" or "GSO Satellite" shall mean the Geosynchronous (GSO) Mobile Satellite Services (MSS) Class Satellite and/or the ground spare Satellite to be provided to Customer as part of the Work (if required by the FCC). The term "Spacecraft" shall be interchangeable with the term "Satellite" and has the same meaning.

3. Article 2 Scope of Work

(Article 2.1 is deleted in its entirety and replaced with the following new 2.1, 2.2, and 2.3)

2.1 In accordance with the terms and conditions of this Contract, Boeing shall sell, and Customer shall purchase, the items referred to in Article 3 (Delivery Schedule). Boeing shall furnish such items and shall perform the Work in accordance with the provisions of this Contract and in the manner specified in the following documents, which are made a part of this Contract:

Document:

Exhibit A – Statement of Work dated 5 June 2003

~~Business Proprietary Information Deleted~~

Exhibit B – Payment Schedule Revision 1, dated 5 June 2003

Exhibit C – Milestone Schedule dated 5 June 2003

2.2 This Contract shall consist of a Three-Phase Geosynchronous (GSO) satellite design and construction program. Phase One of the program shall begin at the EDC and shall include the portion of the Work through the completion of the Satellite Requirements Review (SRR). Phase One shall be completed
Two of the program shall begin after completion of SRR and shall include that portion of the Work necessary to prepare and complete a GSO Satellite Critical Design Review (CDR) by 17 July 2003. Phase Two of the program shall be completed
Phase Three of the program shall consist of the portion of the Work post-CDR required to complete the design, development, fabrication and test of the GSO Satellite. Phase Three of the Contract shall be completed

2.3 In the event of any inconsistency among or between the parts of this Contract, such inconsistency shall be resolved by giving precedence in the order of the parts as set forth below:

- A. Contract Articles (incorporating all amendments)
- B. Payment Schedule (Exhibit B)
- C. Statement of Work (Exhibit A)

D. Milestone Schedule (Exhibit C)

Business Proprietary Information Deleted

4. Article 3 Delivery Schedule

(Article 3.1 is deleted in its entirety and replaced with the following)

3.1 The following goods and services to be provided under this Contract shall be delivered on or before the dates specified below. In addition, each Party shall use commercially reasonable efforts consistent with available technology and manufacturing capacity to adhere to the milestones and schedules specified in Exhibit A and Exhibit C hereto. Further, the Parties acknowledge and accept that there shall be no rights or remedies or recourse by Customer against Boeing should Boeing fail to achieve these milestones and/or schedules.

Item	Date of Delivery or Performance	Place of Delivery
One Satellite for space flight	Per Exhibit C	Boeing Loading Dock
One Spare Satellite for ground storage (if required)	Per Exhibit C	Boeing Loading Dock
Documentation	Per Exhibit A	Customer Facility

5. Article 4 Contract Price, Payment and Adjustments

(Article 4.1 is deleted in its entirety and replaced with the following:)

4.1 Contract Price

(Article 4.2 is deleted in its entirety and replaced with the following:)

4.2

4.2.1

4.2.2

4.2.2.1

(Article 4.3 shall be renumbered as Article 4.7 and a new Article 4.3 shall be added as follows:)

4.3

4.3.1

4.3.2

4.3.3

(Article 4.4 shall be renumbered as Article 4.8 and a new Article 4.4 shall be added as follows:)

4.4

(Article 4.5 shall be renumbered as Article 4.9 and a new Article 4.5 shall be added as follows:)

4.5 Payment Terms For Phase Three of the Contract

(A new Article 4.6 is added as follows:)

4.6

4.6.1

4.6.2

4.6.3

Article 4.8

(Add new subparagraphs "C," "D," "E," and "F." to the new Article 4.8 as follows:)

C.

D. The Contract Price may be subsequently adjusted for taxes as described in Article 16 (Taxes and Duties) and design changes as described in Article 22 (Changes).

E.

In the event Customer elects to launch a Satellite on a launch vehicle other than the aforementioned types, written notification shall be provided to Boeing in accordance with Article 22 (Changes), and the Contract Price and delivery schedule and other affected terms will be adjusted accordingly.

Article 4.10

(add new Article 4.10 as follows)

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6. Article 17.1 Termination for Customer's Convenience

(Article 17.1(c) is deleted in its entirety and replaced with the following:)

C. Within ninety (90) Days or longer (as determined by Boeing) after determination by Boeing of the cost of all Work terminated, Boeing shall submit to Customer its termination claim consisting of:

The termination claim shall give credit for all amounts already paid by Customer to Boeing in respect of the terminated Work.

(Article 17.1(I) is renumbered as 17.1(J) and a new 17.1(I) is added as follows:)

I.

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Business Proprietary Information Deleted

7. Article 17.3 Termination for Customer's Default

(Article 17.3(A)(1), 17.3(A)(2), and 17.3(A)(3) are deleted in their entirety and replaced with the following):

1) the Customer fails to pay, when due and upon demand, any payment obligation due to Boeing within three days of Boeing's demand for payment after such payment is due.

2) Customer's breach of any other agreement or covenant contained in this Contract.

3) Customer's failure to be true in all material respects of any representation or the breach of any warranty contained herein.

(Article 17.3(A)(4) is renumbered as 17.3(A)(6) and a new 17.3(A)(4) is added as follows):

4) The filing by Customer or any Affiliate of any petition for relief under any provision of the United States Bankruptcy Code or any other or similar state or federal insolvency law, or the filing against Customer or any Affiliate of any such petition for relief that is not stayed, vacated, or dismissed within thirty (30) days, or the appointment of a receiver, custodian, trustee or assignee for the benefit of creditors for Customer or any part of their assets.

(Article 17.3(A)(5) is renumbered as 17.3(A)(7) and a new 17.3(A)(5) is added as follows):

5) Notwithstanding the foregoing, Customer shall not be entitled to any opportunity to cure any such failure if Boeing has, at any time within one year period ending on the date Boeing gives such notice, given Customer written notice of another such failure.

C. Remedies Upon Default

(Article 17.3(C) is renumbered as 17.3(D) and a new 17.3(C) is added as follows):

1. In the event of any Default, Boeing shall be entitled to enforce its rights or remedies hereunder (acceleration being automatic on any Default)

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2.

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(The following new Article 17.3(E) is added as follows:)

E. Additional Remedies; No Waiver: Customer further agrees that after a Default and for as long as such Default remains uncured (i) in addition to any other rights or remedies provided or referenced herein, Boeing shall have all of the rights and remedies provided at law or in equity; (ii) all of Boeing' rights and remedies shall be cumulative and may be exercised by Boeing in any order or fashion and without the need to pursue or exhaust any right or remedy as a condition to enforcing or pursuing any other right or remedy; and (iii) the failure by Boeing to enforce promptly any of its rights or remedies shall not be deemed a waiver of such rights or remedies or of any Default hereunder; Customer agrees to stipulate to relief from stay, if it is the subject of a voluntary or involuntary bankruptcy.

8. Article 24 Notices

(Article 24 reference A (Iridium) and reference B Boeing) are deleted in their entirety and replaced with the following:)

A. Iridium 2GHz LLC

8440 South River Parkway
Tempe, Arizona 85284

Telephone: (480) 752-1100

Facsimile: (480) 752-1105

Attention: Ralph Smith

B. Boeing Satellite Systems, Inc.

M/S W/SS2/Z103

Post Office Box 92919, Airport Station

Los Angeles, California 90009

Telephone: (310) 662-5292

Facsimile: (310) 364-5721

Attention: Doug Shepardon, Manager, Contracts

9. ARTICLE 26 Assignment

(Article 26.1, 26.2, 26.3, and 26.4 are renumbered as 26.3, 26.4, 26.5, and 26.6 respectively and a new 26.1 and 26.2 are added as follows:)

26.1 Assignment to Iridium 2GHz LLC

Upon the Effective Date of Contract Amendment Agreement No. 1, Iridium Satellite assigns to Iridium 2GHz LLC all of Iridium Satellite's rights ("Rights") under the Contract as modified by Amendment Agreement No. 1. Iridium Satellite warrants, covenants and agrees such rights are and remain unencumbered at the time of assignment, and that Iridium Satellite has prior to such assignment all right, title and interest to such rights. Iridium 2GHz LLC hereby accepts such assignment and agrees to perform fully and in accordance with the terms thereof all of Iridium Satellite's obligations under the Contract. From and after the Effective Date of Contract Amendment Agreement No. 1, all references to "Customer" in the amended Contract shall be deemed to refer to "Iridium 2GHz LLC".

26.2 Novation and Exculpation

The Parties intend that this Amendment Agreement No. 1 to the Contract shall constitute a novation of the Contract. Boeing hereby acknowledges and agrees that upon the Effective Date of Amendment Agreement No. 1, Iridium Satellite shall have no further liability under the Contract unless the amended Contract or any of the transfers of the license or Contract to Customer (Iridium 2GHz LLC) are found by a Court to be an avoidable transfer (including a preference or fraudulent conveyance), in which case Iridium Satellite's liability under the Contract will be restored, and Iridium Satellite will assume automatically under this amended Contract, as co-obligor, all of the obligations of Customer under the Contract as amended by Amendment Agreement No. 1,

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10. 32.

(Article 32 is deleted in its entirety and replaced with the following:)

32.1

32.2

32.3

32.4

33.1

(Article 33 is deleted in its entirety and replaced with the following:)

11. ARTICLE 33. OTHER RIGHTS AND COVENANTS

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33.3 Customer Baseline Satellite

The Parties acknowledge that any Satellite provided as part of the Work hereunder shall be an adaptation of the Boeing Geo-mobile product line satellite to meet Customer's unique requirements, to the extent that Boeing has completed its design for the Geo-mobile product line, and that Boeing shall control the overall design of the Satellite, provided that any change in specifications will not have any material adverse impact on Customer's use of the satellite nor shall any such change require FCC approval.

35.3 Term of Contract

(Article 35.3 is deleted in its entirety and replaced with the following:)

This Contract shall be in full force and effect as long as either Party is or may be required to perform any obligation pursuant to this Contract. In addition, Articles 4.2.2.1, 4.3, 13, 16, 17, 19, 21, 30, and any rejection of the Contract under 11USC 365, shall survive the expiration or termination of this Contract for whatever cause.

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PUBLIC VERSION

Exhibit A
Iridium - Statement of Work

This document contains technical data as defined in the U.S. Government's International Traffic in Arms Regulations (ITAR) section 22 C.F.R. § 120.10. It is NOT authorized for export under any Technical Assistance Agreement Case No. PENDING in furtherance of 22 C.F.R. 125.4 (b)(2). The technical data may not be re-exported, transferred, or diverted from the U.S. without the prior written approval of the Office of Defense Trade Controls.

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REDACTED
STATEMENT OF WORK
EXHIBIT A
BODY OF

PUBLIC VERSION

REDACTED

PAYMENT SCHEDULE

EXHIBIT B

PUBLIC VERSION

REDACTED

CONSTRUCTION MILESTONE SCHEDULE

BOEING/IRIDIUM SATELLITE

EXHIBIT C

PUBLIC VERSION

**THE ENTIRE DOCUMENT HAS BEEN
REDACTED**

PUBLIC VERSION

**CDR DOCUMENTATION PACKAGE
PREPARED BY BOEING FOR IRIDIUM**

PUBLIC VERSION

BOEING®



16 December 2003

In Reply Refer to: 03(T9)94062

Iridium 2GHz LLC
1600 Wilson Blvd.
Arlington, Virginia 22209
Attention: Mr. Picasso

Subject: Satellite Contract Document No. 071202 dated July 15, 2002, as amended by Amendment No.1

Dear Mr. Picasso:

As requested, Boeing Satellite Systems, Inc. (BSS) would like to take this opportunity to confirm that Iridium has made all of the payments that are due and owing to date under the subject Contract. Boeing agrees that Iridium may provide a copy of this letter to the Federal Communications Commission ("FCC") to evidence that all milestone payments required to date in Iridium's above-referenced Satellite Contract with Boeing have been made.

BSS also recognizes that the FCC has requested from Iridium a copy of the Payload Subsystem CDR documentation package. As you know, this information is considered extremely proprietary and competition sensitive, therefore, in accordance with Article 21 "Proprietary Information", BSS agrees that Iridium may provide this package to the FCC, but only on the condition that it be filed under "request for confidential treatment" so that this data is only available to FCC staff on a need to know basis. BSS also agrees that Iridium may provide a copy of the Contract as amended on the same basis. If the FCC declines confidential treatment to these materials, Boeing requests that they be returned to Iridium without submission in the record. Should the FCC require a publicly available version, BSS would be pleased to work with Iridium to appropriately redact the Contract document.

In closing, we would note that there is no additional CDR report nor were there any action items associated with the Payload Subsystem CDR.

Should additional information be required, please don't hesitate to contact the undersigned.

Sincerely,

Handwritten signature of Dennis R. Beeson.

Dennis R. Beeson
Contracts Manager

cc: M. Cahir, P. Mitchell, K. Reiley, W. Scanlon (BSS)

Boeing Satellite Systems International, Inc.
P.O. Box 92919
Los Angeles, CA 90009-2919