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July 10, 2006

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VIA HAND DELIVERY

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

PUBLIC VERSION

JUL 10 2006

Federal Communications Commission
Office of Secretary

Re: **EchoStar Satellite L.L.C., Request for Bond Reduction**
File Nos. SES-LFS-20040831-01253, SES-LIC-20050621-00799

Telesat Canada, Petition for Declaratory Ruling to Add Anik F3 to the Permitted List, File No. SAT-PPL-20060516-00061; Call Sign S2703

Dear Ms. Dortch:

On December 20, 2005, the Commission granted EchoStar Satellite, L.L.C. ("EchoStar") a blanket authorization to provide Direct-to-Home Fixed Satellite Service to earth stations in the United States using the Anik F3 satellite, which is owned and will be operated by Telesat Canada ("Telesat") pursuant to a Canadian license.¹ On January 19, 2006, EchoStar submitted a \$3 million bond and simultaneously requested that it be permitted to reduce the amount of the bond from \$3 million to \$750,000 because it had met three of the four implementation milestones set forth in its authorization.² On May 16, 2006, Telesat filed a petition for declaratory ruling to add Anik F3 to the Permitted List and sought a bond reduction or waiver based on EchoStar's submission of a bond for the same satellite and the satellite's substantial construction.³

¹ *EchoStar Satellite, LLC; For Blanket Authorization To Operate 1,000,000 Receive-Only Earth Stations To Provide Direct-to-Home Fixed Satellite Service in the United States Using the Canadian-Authorized ANIK F3 Satellite at the 118.7 [degrees] W.L. Orbital Location; For Authority to Operate Two 9.0 Meter Antennas in the Ku-band in Cheyenne, Wyoming, Order and Authorization, 20 FCC Rcd 20083 (2005).*

² Letter from Philip L. Malet, Counsel for EchoStar Satellite L.L.C., to Marlene H. Dortch, Secretary, FCC, *Re: EchoStar Satellite L.L.C., Authorization to Operate Earth Stations with Telesat Canada's Anik F3 Satellite, File Nos. SES-LFS-20040831-01253, SES-LIC-20050621-00799* (filed Jan. 19, 2006).

³ *Telesat Canada, Petition for Declaratory Ruling to Add Anik F3 to the Permitted Space Station List, File No. File No. SAT-PPL-20060516-00061* (filed May 16, 2006); *Public Notice, Policy Branch Information, Space Station Applications Accepted for Filing, Report No. SAT-00366* (June 2, 2006).

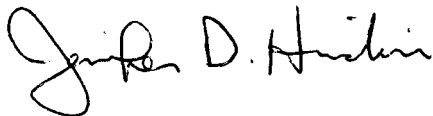
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Telesat understands that the International Bureau subsequently requested that EchoStar submit a copy of the construction contract for Anik F3 so that the Bureau can verify EchoStar's compliance with the contract execution milestone requirement. Because the contract and the information contained therein are proprietary and confidential to Telesat and EADS Astrium SAS ("Astrium"), the satellite manufacturer, Telesat is contractually prohibited from disclosing it to third parties without Astrium's consent. Astrium has not authorized Telesat to provide EchoStar with a copy of the contract due to the commercially sensitive nature of the information contained therein. However, in order to assist EchoStar in meeting the FCC's requirements and in support of Telesat's request for a bond reduction or waiver, Astrium has agreed to permit Telesat directly to disclose relevant provisions of the contract to the FCC.

As required by the *First Space Station Reform Order*, Telesat, by its attorneys, is submitting with this letter a redacted contract to be made publicly available. A version of the contract that contains confidential commercial information is being submitted under separate cover with a request for confidential treatment.⁴

If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,



Jennifer D. Hindin
Counsel for Telesat Canada

cc: Robert Power, Telesat Canada
Philip L. Malet, Counsel for EchoStar

⁴ See *Amendment of the Commission's Space Station Licensing Rules and Policies, Mitigation of Orbital Debris*, First Report and Order, 18 FCC Rcd 10760, 10832 (2003) (¶ 187) ("First Space Station Reform Order").

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CONTRACT BETWEEN

EADS ASTRIUM SAS

AND

TELESAT CANADA

FOR

ANIK F3 SATELLITE

Sub 30/07/04
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Leg. M. P. 30/07/04

PROPRIETARY NOTICE

This contract and the information contained herein is proprietary and confidential to Telesat Canada and EADS Astrium SAS and shall not be published, reproduced, copied, disclosed, or used for other than its intended purpose without the express written consent of a duly authorized representative of Telesat Canada and EADS Astrium SAS.

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THIS CONTRACT, made and entered into this 30th day of March 2004, by and between:

Telesat Canada, a company organized and existing under the laws of Canada and having its head office at 1601 Telesat Court ("HQ"), in the City of Ottawa, Province of Ontario, Canada ("Telesat")

THE PARTY OF THE FIRST PART

AND

EADS Astrium SAS, a Societe par Actions Simplifiee having a capital of 76,288,125 Euros and registered under the laws of France, at 37, avenue Louis-Breguet BP1, 78146 Velizy-Villacoublay Cedex, Paris, France ("the Contractor")

THE PARTY OF THE SECOND PART

WHEREAS Telesat desires to procure ONE (1) communications Satellite carrying TWENTY-FOUR (24) C-band, THIRTY-TWO (32) Ku-band and TWO (2) Ka-Band transponder Fixed Satellite Service payloads, to be known as the ANIK F3 Satellite and auxiliary services, subject to the terms and conditions hereof;

WHEREAS the Contractor desires to supply such Satellite and auxiliary services in accordance with the terms and conditions hereof.

NOW THEREFORE THIS CONTRACT WITNESSETH THAT, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1.0 INTERPRETATION

1.1 This Contract consists of these terms and conditions; APPENDIX 1, Schedule of Payment Milestones; APPENDIX 2, Insurance Schedule; APPENDIX 3, Bill of Sale; APPENDIX 4A, Pre-Shipment Certificate; APPENDIX 4B, Launch Certificate;

and the following listed ATTACHMENTS:

- 1) ATTACHMENT 1 Statement of Work ("SOW")
- 2) ATTACHMENT 2 Spacecraft Performance Requirements
- 3) ATTACHMENT 3 Spacecraft Performance Verification Requirements
- 4) ATTACHMENT 4 Spacecraft Product Assurance Requirements
- 5) ATTACHMENT 5 Satellite Control and Operations Requirements
- 6) ATTACHMENT 6 Satellite Control and Operations Product Assurance Requirements

1.2 In the event of any conflict or inconsistency among the provisions of the various parts of this Contract, including the ATTACHMENTS attached to and incorporated into this Contract, such conflict or inconsistency shall be resolved by giving precedence to the terms and conditions of this Contract and its APPENDICES, without the Attachments, in the order listed in Paragraph 1.1 herein, and then to the ATTACHMENTS in the order listed in Paragraph 1.1 herein.

1.3 The Article and Paragraph headings are for convenience of reference only and shall not be considered in interpreting the text of this Contract. This Contract has been negotiated by the Parties and any legal or equitable principles that might require the construction of this Contract or any provision of this Contract to be interpreted against the Party drafting this Contract will not apply in any construction or interpretation of this Contract.

1.4 Where the context so requires, words in the singular include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa, and references to persons shall also include corporations.

Contract for ANIK F3 Satellite

1.5 In this Contract, unless the context otherwise requires, the following terms shall have the meaning stated hereunder:

- 1) "ANIK F2R Satellite" means a Eurostar 3000 class spacecraft, to be located at 111.1 degree West, with 24 C-band transponders, 32 Ku-band transponders operating in linear polarization, both with a similar power to ANIK F3 Satellite and with 2 Ka-band transponders.
- 2) "ANIK F3 Satellite Program" means the program to provide a broadcasting and telecommunications system, of which the Work under this Contract is a part.
- 3) "Constructive Total Loss" means the failure of the Spacecraft to meet the Spacecraft Performance Specifications such that the total payload capacity or Service Life is reduced by a specified percentage or more. Such specified percentage is to be defined in Telesat's launch and In-Orbit insurance policies for the Spacecraft.
- 4) "Consultant(s)" means a person or organization retained by Telesat to assist Telesat and who have been approved by the Contractor, which approval shall not be unreasonably withheld or delayed, and has agreed to be bound by a non-disclosure agreement in accordance with the confidentiality provisions of ARTICLE 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY.
- 5) "Contract" means this document, including any amendments made pursuant to ARTICLE 26.0, AMENDMENTS, herein and embodying the agreement between the Contractor and Telesat and including the APPENDICES and ATTACHMENTS annexed hereto and made a part of this Contract.
- 6) "Contract Price" means the total amount expressed in this Contract to be payable to the Contractor for the specified performance of the Work, such Contract Price to include, where applicable, all design and development, all charges for employer's compensation, charges for all required insurance, shipping costs and all other assessments, except only as specifically excluded in ARTICLE 4.0, CONTRACT PRICE.
- 7) "Day" in the context of incentive payments, means a continuous TWENTY-FOUR (24) hour period commencing at 0001 Greenwich Mean Time. For all other purposes it shall mean a TWENTY-FOUR (24) hour period commencing at the occurrence of an event. "Business Day" shall mean a Day on which Telesat and the Contractor are open for

Contract for ANIK F3 Satellite

business, excluding Saturday, Sunday and a day on which banking institutions in Canada or in France are required or authorized to be closed.

- 8)
- 9) "Delivery Date(s)" means the date(s) as identified in Paragraph 9.1, Table 4, Delivery Schedule.
- 10) "Deliverable Item" means any item to be delivered under this Contract and defined in the ATTACHMENTS.
- 11) "Designated Launch Agency" means selected by Telesat to perform launch services, including furnishing the Launch Vehicle, Launch Support Services, equipment and facilities for the purpose of launching the Spacecraft into orbit.
- 12) "Designated Launch Site" means the including any off-site processing facility.
- 13) "Designated Orbital Position" means the longitudinal position in degrees from Greenwich in which Telesat intends to locate and operate the Satellite(s).
- 14) Not Used
- 15) "Dollars" or "\$" means a dollar of United States currency except in ARTICLE 5.0, CANADIAN CONTENT, where "Dollars" or "\$" means a dollar of Canadian currency.
- 16) "Equipment" means individual assemblies, parts thereof and complete systems.
- 17) "Governmental Approvals" means any permit, license or approval of any government, governmental department or agency or relevant regulatory authority required for the performance of this Contract.
- 18) "In-Orbit Test" ("IOT") is as defined in ATTACHMENT 3, SPACECRAFT PERFORMANCE VERIFICATION REQUIREMENTS.

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20) "Intellectual Property Rights" means all patents and applications for patents, all utility models and rights of a similar nature, all registered and unregistered rights relating to designs (including topographies), all copyrights, trade secrets and technical know-how, trade and service marks, trade names and get-ups, and all other intellectual property rights for their entire term and including any renewals or extensions thereof, which subsist in or otherwise protect or apply to the Work undertaken by the Contractor under this Contract, including any improvements thereto.

21) "Launch" means ignition followed by either (i) physical separation from the launch pad and the ground support equipment; or (ii) total loss or destruction of the Satellite and/or the Launch Vehicle.

22) "Launch Support Services" means the services provided by the Contractor in support of the launch mission as defined in ATTACHMENT 1, STATEMENT OF WORK

23) "Launch Vehicle" means the launch vehicle by which the Satellite is launched into space.

24)

25) "Partial Loss" means any loss or failure of the Spacecraft to meet the Spacecraft Performance Specifications that is not a Total Loss or Constructive Total Loss.

26) "Properly Operated Satellite" means a Spacecraft monitored and commanded in accordance with the written directives, computer media, and instructions furnished to Telesat by the Contractor in the Satellite On-Station Operating Procedures, any applicable service notes for the Satellite, and any formal amendments thereto.

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28) "Satellite" shall be interchangeable with the term Spacecraft and have the same meaning.

29) "Service Life," means the FIVE THOUSAND FOUR HUNDRED AND SEVENTY-EIGHT (5,478) Day period FIFTEEN (15) years following Final Acceptance of the Satellite.

30) "Software" means data in machine-readable form (object code) which does not include Source Code which is delivered under this Contract.

31) "Spacecraft" shall mean the ANIK F3 Satellite provided under this Contract.

32) "Storage Location" means the on-ground storage location recommended to Telesat by the Contractor for the purpose of storing any ANIK F3 Spacecraft prior to a Launch.

33) "Storage Orbit" means that a Satellite is located at the Designated Orbital Position with an orbit inclination of 3 degrees or less.

34) "Subcontractor" means a person, firm, corporation or business entity which has been awarded a subcontract by the Contractor to provide a portion of the Work covered by this Contract.

35) "Successfully Injected" means that at the time of separation from the Launch Vehicle, the transfer orbit perigee altitude error, apogee altitude error, inclination error, argument of perigee error, Spacecraft attitude, and Spacecraft spin are within or equal to ± 3 sigma limits of their specified values; and the Spacecraft has not suffered damage as a consequence of a failure or malfunction of the Launch Vehicle or other occurrence that is not the fault of the Contractor. Damage to the Spacecraft following separation from the Launch Vehicle but caused by the Launch Vehicle shall be deemed to have occurred prior to separation from the Launch Vehicle.

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Contract for ANIK F3 Satellite

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- 38) "Total Contract Price" is the sum of the Contract Price and all Performance Incentive payments.
- 39) "Total Loss" means the complete loss, destruction, or failure of the Spacecraft.

- 40) "Vendor-provided Software" means the proprietary computer software program in object code form and related documentation developed by vendors and delivered under the Contract with the ground control equipment, if required.
- 41) "Work" means all labour, services, acts, including tests to be performed, and materials, articles, data, documentation, and developments, Equipment, matters and things to be furnished and rights to be transferred by the Contractor or Subcontractor(s) under this Contract, or any contract or sub-contract entered into by the Contractor or Subcontractor(s) for the purpose of this Contract.

2.0 SCOPE OF WORK

2.1 Subject to the terms and conditions of this Contract (including any Options), the Contractor shall sell and Telesat shall purchase ONE (1) Satellite, to be designated ANIK F3, having C-Band, Ku-Band and Ka Band payloads, and the Contractor shall furnish and perform the other elements of the Work for the purpose of such sale. The Contractor shall furnish the Work in accordance with the provisions of this Contract, including all ATTACHMENTS. The major elements of the Work include the following:

- 1) ONE (1) Spacecraft designated ANIK F3 located at 118.7 degrees W, designed, manufactured, in-plant tested, prepared for launch, integrated with the Launch Vehicle furnished by Telesat, in-orbit tested, meeting the performance requirements detailed in ATTACHMENT 2, SPACECRAFT PERFORMANCE REQUIREMENTS, and accepted on-orbit;
- 2) TWO (2) Command Encryptors;
- 3) TWO (2) Satellite Simulators as detailed in Section 11.5 of ATTACHMENT 1, STATEMENT OF WORK, meeting the performance requirements detailed in Section 5.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 4) ONE (1) set of Program Documentation each for the Spacecraft, Satellite Simulators, Encryptors and Satellite Operations;

- 5) Satellite On-Station Operations documentation and data requirements as detailed in Section 2.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 6) Satellite Database as defined in Section 3.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 7) Satellite Operations Training as detailed in Section 6.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 8) Transition Plan as detailed in Section 7.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 9) Provide (as necessary) the temporary use of containers for shipping and storage of the Satellite;
- 10) Provide reasonable office accommodation. The number of Telesat resident technical representatives at the Contractor's facilities shall not exceed SIX (6) personnel. Reasonable office accommodations shall be provided for a total of TEN (10) Telesat personnel visiting the Contractor's facilities for periodic meetings;
- 11) Provide a complete and comprehensive presentation package on the Satellite suitable for presentation to the space insurance brokers and underwriters. The Contractor shall support Telesat with all necessary presentations (oral, written or otherwise), and provide all necessary technical information for the purposes of Telesat purchasing launch and in-orbit insurance directly from the space insurance industry. The Contractor agrees to provide the presentation package within TWO HUNDRED AND SEVENTY (270) Days of the Effective Date of Contract ("EDC") and to attend presentations as requested by Telesat. As required by Telesat, the Contractor shall prepare or review responses to questions from underwriters in a timely manner in support of any insurance placement(s) and/or any insurance claims.

2.2 Time shall be of the essence in this Contract.

3.0 TELESAT'S RESPONSIBILITIES

3.1 Telesat's responsibilities, necessary to enable the Contractor to perform its Work in certain defined areas, are identified in ATTACHMENT 1, STATEMENT OF WORK. The major elements of Telesat's responsibilities include the following:

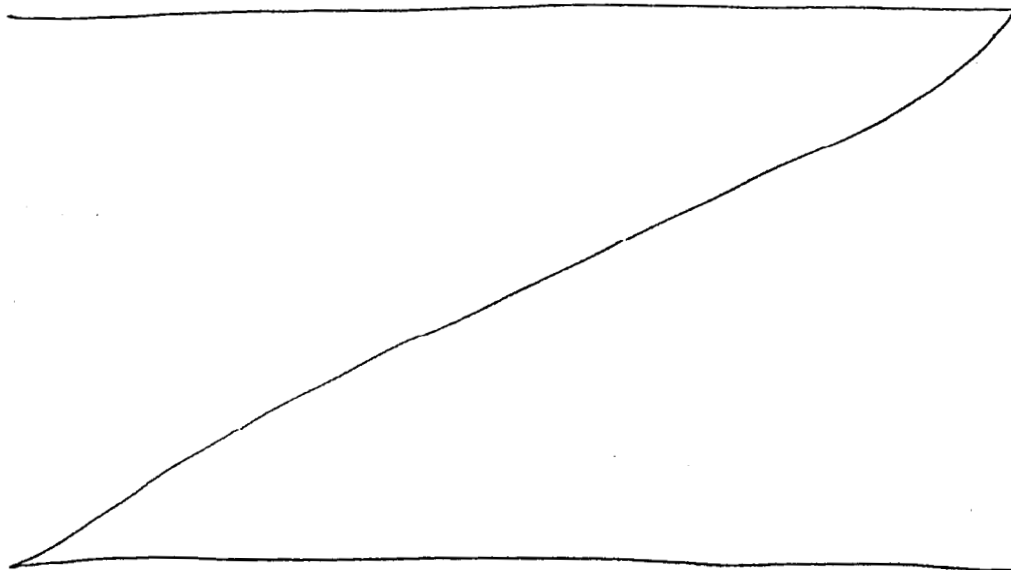
- a) Provide assistance, as required, to the Contractor in obtaining necessary Governmental Approvals;
- b) Obtain and maintain the necessary orbital location, frequency spectrum and other approvals and licenses to operate the Satellite at the Designated Orbital Position;
- c) Pay the Contractor in accordance with the terms of this Contract;
- d) Provide the Contractor with customer furnished items as specified in ATTACHMENT 1, STATEMENT OF WORK (SOW), in this Contract (including Launch Services) upon the dates specified in this Contract;
- e) Pay any taxes and duties in accordance with ARTICLE 4.0, CONTRACT PRICE, Paragraph 4.3, as may be applicable;
- f) Telesat will make its Ku-band tracking stations in Australia (Gnangara) and Canada (Allan Park) available for Transfer Orbit Services ("TOS") for the ANIK F3 LEOP mission. It is understood that these stations will be made available in their current configurations. Should the Contractor require the stations to be modified to suit the mission all costs associated with the modifications will be charged to the Contractor. Communication lines for the TOS network are not included and will be charged at cost plus if provided by Telesat;
- g) Telesat will make its Allan Park station available to the Contractor for the In-orbit testing including its existing complement of Test Equipment. Should the Contractor require the stations to be modified for the in-orbit testing or require test Equipment that is not included in the stations inventory of Test Equipment, all costs associated with the modifications or Test Equipment leasing or purchasing will be charged to the Contractor. In the event that Communication lines for in-orbit testing are required the cost of these lines will be charged at cost plus if provided by Telesat;

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h) Telesat make a Launch Vehicle available to the Contractor by June 1st, 2006.

3.2 Telesat shall provide written notification to the Contractor as early as practicable as to the identity of its employees and Consultant(s) requiring access to the Work being performed under this Contract.

4.0 CONTRACT PRICE



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6.0 PAYMENT

6.1 Upon successful completion of the Work associated with each Payment Milestone, as contained herein, the Contractor shall submit properly certified invoices in the amount specified for that Payment Milestone in accordance with the Schedule of Payment Milestones set forth in APPENDIX 1.

6.2 A properly certified invoice means an invoice containing the following information:

- a) A reference to the Contract number and the Payment Milestone(s).
- b) A certification by an authorized representative of the Contractor that the applicable Payment Milestone has been achieved, that the invoice is correct, that payment therefor has not been received, and that conditions of this Contract in respect of the claim for payment have been met. Notwithstanding the certification, the Contractor shall furnish Telesat with information, within _____ calendar Days of submission of invoice, as may be reasonably required to enable Telesat to evaluate and verify the Contractor's completion of the Work described for a Payment Milestone.

6.3 The invoices shall be submitted in THREE (3) copies to:

Telesat Canada
1601 Telesat Court
Gloucester, Ontario
K1B 5P4

Attention: Manager, Accounts Payable.

6.4 The total amount claimed by the Contractor on each invoice shall be paid within THIRTY (30) calendar Days from the date the invoice is faxed to Telesat provided, however, that Telesat is satisfied that the Work associated with the applicable Payment Milestone has been successfully

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6.5 The following terms shall have the meanings stated herein, applicable to the "Events" described in APPENDIX 1, PAYMENT MILESTONE SCHEDULE, set forth hereunder:

- 1) "Authorized" as it pertains to the start of work by a Subcontractor means that the Subcontractor has received a written authorization to proceed with the production of ANIK F3 hardware. Telesat shall receive a certification from the responsible task manager including documented evidence that such authorization has been provided.
- 2) "Completed" as it pertains to a task, study, or design activity means that the work required to proceed with the next task or activity has been completed. Upon request, Telesat's field office shall be provided with appropriate evidence that the task, study, or design activity has been completed.
- 3) "Conducted" as it pertains to the conduct of design and pre-shipment reviews or other meetings, means that;
 - a) the review data packages shall have been submitted to Telesat in accordance with ATTACHMENT 1, STATEMENT OF WORK;
 - b) meetings shall have been held, and action items and minutes issued in accordance with ATTACHMENT 1, STATEMENT OF WORK;

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- c) action items have been completed or a schedule for their completion has been agreed to by the Parties.
- 4) "Delivered" means that the applicable item (Spacecraft, Equipment, services, documentation, etc.) described in the Schedule of Payment Milestones have been presented to Telesat in accordance with the provisions of ARTICLE 9.0, DELIVERY.
- 5) "Ordered" as it pertains to the start of work by a subcontractor or Subcontractor, as applicable, means that the subcontractor or Subcontractor, as applicable, has received a written authorization to proceed with the production of ANIK F3 hardware or services. Telesat shall receive a certification from the responsible task manager including documented evidence that such authorization has been provided.
- 6) "Received" as it pertains to a subcontract item means that the particular item(s) have physically arrived at the Contractor's receiving area in an acceptable condition for integration at the next higher level of assembly. Upon request, Telesat's field office shall be provided with appropriate evidence of an item(s) receipt.
- 7) "Submitted" as it pertains to data, reports, and other documents means that the item has been received by Telesat or by Telesat's field office in accordance with the ATTACHMENTS.
- 8) "Successfully Completed" as it pertains to test milestones means that:
 - a) tests shall have been conducted in accordance with the applicable test plans and test procedures as defined in the ATTACHMENTS; and
 - b) results shall be within the limits prescribed in the test procedure(s), or non-compliances shall have been raised, reviewed and dealt with according to the requirements of ATTACHMENT 4, SPACECRAFT PRODUCT ASSURANCE REQUIREMENTS; and
 - c) results shall have been provided to Telesat in accordance with ATTACHMENT 1, STATEMENT OF WORK.

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6.11 No dispute in good faith with respect to payment of any amount under this Contract shall relieve either Party of their respective obligations to pay any other amounts due and owing under this Contract or, unless otherwise specified, from performing any of their other respective obligations under this Contract.

7.0 PERFORMANCE INCENTIVES

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8.0 PERMITS AND LICENSES

8.1 The Contractor shall, _____, without delay, apply for and, once obtained, maintain until Delivery as set out in ARTICLE 9.0, DELIVERY, all Governmental Approvals required for the export of documentation, hardware and/or other controlled technology deliverable hereunder, or required for the performance of Work or any Technical Assistance Agreements ("TAA") which may be required for the Contractor to meet the requirements of ARTICLE 12.0, ACCESS TO WORK IN PROGRESS, herein.

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9.0 DELIVERY

9.1 The Work shall be subject to inspection and acceptance in accordance with ARTICLE 13.0, INSPECTION AND FINAL ACCEPTANCE - DELIVERABLE ITEMS, herein, and shall be delivered by the Contractor to the destinations indicated, on or before the dates specified, in Table 4 below. For the purposes of this ARTICLE 9.0, "AEDC" shall mean After the Effective Date of Contract.

Table 4
Delivery Schedule

Item	Description	Attach 5 reference	Initial Delivery Date	Interim Delivery Date	Final Delivery Date	Event/ Destination
1	ONE (1) ANIK F3 Satellite					
2	TWO (2) Satellite Simulators					
3	TWO (2) Command Ground Encryptors					
4	Satellite On-Station Operations documentation and data					
5	Satellite Database					
6	Satellite Operations Training					
7	ONE (1) set of Program Documentation for each of the spacecraft, simulator, encryptors and satellite operations					

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11.0 EXCUSABLE DELAYS

11.1 ANY DELAY IN THE PERFORMANCE OF THE WORK CAUSED BY AN EVENT WHICH IS BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR, OR ITS SUBCONTRACTORS, SUCH AS, BUT NOT LIMITED TO ANY ACTS OF GOVERNMENT, FIRE, FLOOD, EPIDEMIC, QUARANTINE RESTRICTION, ACTS OF GOD, OR ANY DELAYS CAUSED BY (I) THE DESIGNATED LAUNCH AGENCY, OR (II) AN ACT OR OMISSION OF TELESAT AND WHICH DELAY COULD NOT HAVE BEEN AVOIDED BY THE CONTRACTOR OR SUBCONTRACTOR THROUGH THE EXERCISE OF REASONABLE FORESIGHT OR REASONABLE PRECAUTIONS AND COULD NOT BE CIRCUMVENTED BY THE CONTRACTOR OR SUBCONTRACTOR THROUGH USE OF ALTERNATIVE SOURCES, WORK-AROUND PLANS, OR OTHER MEANS APPROVED BY TELESAT, SHALL CONSTITUTE A BASIS FOR EXCUSABLE DELAY PROVIDED THAT NOTICE THEREOF IS GIVEN TO TELESAT, IN WRITING, PROMPTLY AND IN NO EVENT LATER THAN FIVE (5) BUSINESS DAYS AFTER THE CONTRACTOR SHALL HAVE FIRST LEARNED OF THE POSSIBILITY OF AN OCCURRENCE OF SUCH AN EVENT. SUCH NOTICE SHALL INCLUDE A DETAILED DESCRIPTION OF THE PORTION OF THE WORK AFFECTED BY SUCH A DELAY, AS WELL AS DETAILS OF ANY LATER WORK-AROUND PLANS, ALTERNATIVE SOURCES OR OTHER MEANS THE CONTRACTOR WILL UTILIZE TO FORESTALL A DELAY TO DELIVERY AS STATED IN ARTICLE 9.0, DELIVERY, HEREIN. IF SUCH DELAY CONTINUES BEYOND A REASONABLE PERIOD, WHICH SHALL BE NO LESS THAN

TAKING INTO ACCOUNT THE DELIVERY SCHEDULE AND THE REQUIREMENTS OF TELESAT FOR THE WORK, TELESAT MAY, UPON WRITTEN NOTICE, TERMINATE THE CONTRACT, IN WHOLE OR IN PART, AND THE PARTIES SHALL NEGOTIATE IN GOOD FAITH TO ALLOCATE THE COSTS OF THE TERMINATION GIVING EFFECT TO EQUITABLE FACTORS. SUCH RIGHT OF TERMINATION IS IN ADDITION TO TELESAT'S RIGHTS OF TERMINATION AS SET

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OUT IN ARTICLE 17.0, TERMINATION FOR CONVENIENCE, AND ARTICLE 18.0, TERMINATION FOR DEFAULT. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR SHALL USE ITS BEST REASONABLE EFFORTS TO AVOID OR MINIMIZE AN EXCUSABLE DELAY AND SHALL CONTINUE PERFORMANCE IF THE CONTRACT IS NOT TERMINATED WHENEVER AND TO THE EXTENT SUCH EVENT IS REMOVED.

11.2 In the event of an excusable delay being granted in writing by Telesat, there shall be an equitable adjustment to the time of delivery set forth herein insofar as such excusable delay affects such specified time of delivery provided that any such equitable adjustment shall be without prejudice to Telesat's right to terminate this Contract pursuant to Paragraph 11.1 herein.

12.0 ACCESS TO WORK IN PROGRESS

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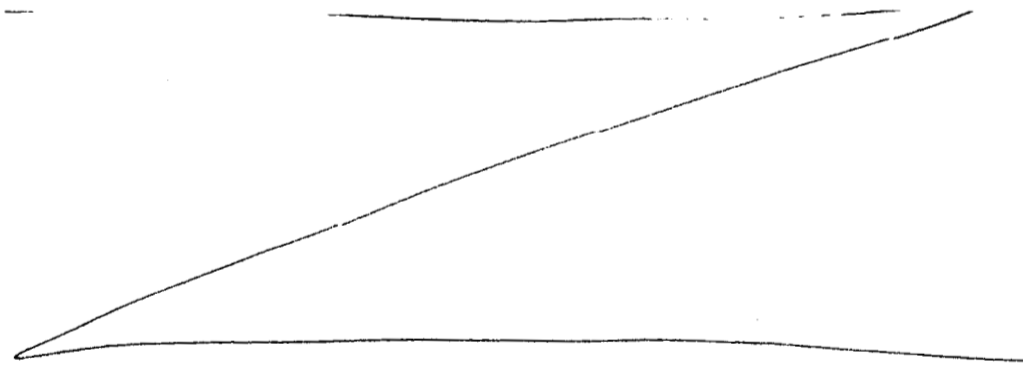
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17.0 TERMINATION FOR CONVENIENCE



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18.0 TERMINATION FOR DEFAULT

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19.0 DATA AND DOCUMENTATION RIGHTS

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24.0 APPLICABLE LAW

25.0 CHANGES

25.1 Telesat may, at any time after the Effective Date of this Contract, by written change order issued by Telesat to the Contractor:

- a) Order work in addition to the Work provided for herein within the general scope of this Contract; or
- b) Dispense with or change the whole or any part of the Work or schedules provided for herein or as ordered pursuant to Subparagraph 25.1 a) above; and

the Contractor shall perform the Work in accordance with such orders, dispensations and changes as if the same had appeared in and formed part of this Contract ("Change Order").

25.2 If any such Change Order causes an increase or decrease in the cost of the Work, or the affected work, if any, or the time required for the completion of the Work to be provided herein, or otherwise affects any other provision of this Contract, an equitable adjustment shall be made to the Contract Price, the Delivery Schedule or both, and to such other provisions as may be

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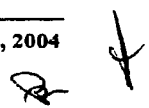
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34.0 SEVERABILITY

35.0 EFFECTIVE DATE OF CONTRACT

35.1 The Effective Date of Contract ("EDC") shall be the date when this Contract has been signed by both Parties

36.0 DISCLAIMER OF U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS ("VIENNA CONVENTION")

37.0 COMPLIANCE WITH APPLICABLE LAWS

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43.0 CONTRACTOR'S REMEDIES FOR BREACH BY TELESAT

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44.0 ENTIRE AGREEMENT

44.1 This Contract supersedes all communications, negotiations, and other agreements either written or oral, relating to the Work and made prior to the Effective Date of this Contract unless the same are expressly incorporated by reference into this Contract.

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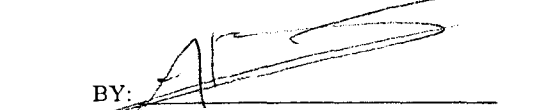
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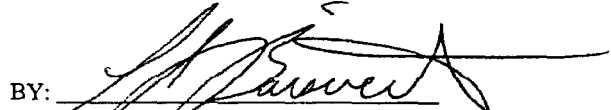
The Parties represent and warrant that they are duly organized companies, validly existing and in good standing with the full corporate power and authority to carry on their respective businesses as they are now being conducted and to execute and deliver this Contract.

IN WITNESS WHEREOF this Contract has been issued in TWO (2) counterparts, executed and sealed on behalf of Telesat by the persons authorized in that behalf, and has also been executed and sealed on behalf of the Contractor by persons authorized in that behalf.

THE CONTRACTOR

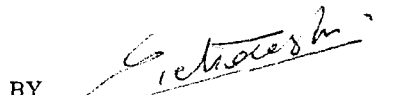
TELESAT CANADA

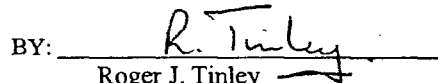
BY: 
Antoine Bouvier
Chairman and CEO

BY: 
L.J. Boisvert
President and CEO

DATE: MARCH 30th 2004

DATE: MARCH 30th 2004

BY: 
Christian Pietrowski
Vice-President
Marketing and Sales

BY: 
Roger J. Tinley
Vice-President Space Systems

DATE: MARCH 30th 2004

DATE: MARCH 30th 2004

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**CONTRACT
TERMS AND CONDITIONS**

BETWEEN

TELESAT CANADA

AND

THE CONTRACTOR

FOR THE

ANIK F3 SATELLITE

APPENDIX 1

PAYMENT MILESTONE SCHEDULE

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ASTM
 ANIK F3 Payment Schedule

Payment Milestone Number	Description of the Work Completed	Invoice Submission Date	Payment Milestone Amount (US\$)	Payment Due Date	Cumulative Total
One (1)	Delivery to Telesat of an acceptable	1-Apr-04		1-Apr-04	
Two (2)					
2a	Delivered management plan	1-May-04		1-Jun-04	
2b	Authorized the C and Ku band Filters vendor to proceed	1-May-04		1-Jun-04	
2c	Authorized the Antenna vendor to proceed	1-May-04		1-Jun-04	
2d	Delivered Satellite kick off meeting minutes	1-May-04		1-Jun-04	
Three (3)					
3a	Submitted first quarterly progress report	1-Jun-04		1-Jul-04	
3b	Delivered Filters kick off meeting minutes	1-Jun-04		1-Jul-04	
3c	Delivered Antennas kick off meeting minutes	1-Jun-04		1-Jul-04	
3d	Authorized Solar array manufacturing to proceed	1-Jun-04		1-Jul-04	
Four (4)					
4a	Delivered satellite Configuration Status Document	1-Jul-04		1-Aug-04	
4b	Submitted satellite PDR/POR data package	1-Jul-04		1-Aug-04	
4c	Conducted satellite EQSR and submitted minutes of meeting	1-Jul-04		1-Aug-04	
4d	Delivered Validation and Test Plan	1-Jul-04		1-Aug-04	
Five (5)					
5a	Submitted Antenna PDR data package	1-Aug-04		1-Sep-04	
5b	Submitted payload PDR data package	1-Aug-04		1-Sep-04	
5c	Conducted Satellite PDR/POR and submitted minutes of meeting	1-Aug-04		1-Sep-04	
5d	Conducted Antennas PDR and submitted minutes of meeting	1-Aug-04		1-Sep-04	
Six (6)					
6a	Delivered structure Cone and Cylinder	1-Sep-04		1-Oct-04	
6b	Completed North South walls layout	1-Sep-04		1-Oct-04	
6c	Conducted Payload PDR and submitted minutes of meeting	1-Sep-04		1-Oct-04	
6d	Submitted second quarterly progress report	1-Sep-04		1-Oct-04	

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March 30th, 2004

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ASTROM
ANIK F3 Payment Schedule

Payment Milestone Number	Description of the Work Completed	Invoice Submission Date	Payment Milestone Amount (US\$)	Payment Due Date	Cumulative Total
Seven (7)					
7a	Completed CM harness definition	1-Oct-04		1-Nov-04	
7b	Completed satellite PDR agreed actions	1-Oct-04		1-Nov-04	
7c	Delivered pressurant tank	1-Oct-04		1-Nov-04	
7d	Delivered initial version of satellite simulator	1-Oct-04		1-Nov-04	
Eight (8)					
8a	Completed payload PDR agreed actions	1-Nov-04		1-Dec-04	
8b	Delivered Liquid apogee engine	1-Nov-04		1-Dec-04	
8c	Successfully completed Cone cylinder proof test	1-Nov-04		1-Dec-04	
8d	Completed SM harness definition	1-Nov-04		1-Dec-04	
Nine (9)					
9a	Submitted third quarterly progress report	1-Dec-04		1-Jan-05	
9b	Delivered Ka Band Antenna CDR data package	1-Dec-04		1-Jan-05	
9c	Completion of Ku and Ka Band Antenna PDR agreed actions	1-Dec-04		1-Jan-05	
9d	Delivered embedded heatpipes	1-Dec-04		1-Jan-05	
Ten (10)					
10a	Delivered Ku Band Antenna CDR data package	1-Jan-05		1-Feb-05	
10b	Delivered thrusters modules	1-Jan-05		1-Feb-05	
10c	Completed Walls shearwalls manufacturing	1-Jan-05		1-Feb-05	
10d	Conducted Ka Band Receiver CDR and minutes submitted	1-Jan-05		1-Feb-05	
Eleven (11)					
11a	Submitted repeater CDR data package delivery	1-Feb-05		1-Mar-05	
11b	Delivered SM to propulsion integration	1-Feb-05		1-Mar-05	
11c	Conducted Ka & Ku-band antenna CDR and minutes submitted	1-Feb-05		1-Mar-05	
11d	Conducted CM DC Harness Test Readiness Review	1-Feb-05		1-Mar-05	
Twelve (12)					
12a	Submitted fourth quarterly progress report	1-Mar-05	\$	1-Apr-05	
12b	Conducted Repeater CDR and submitted minutes of meeting	1-Mar-05	\$	1-Apr-05	
12c	Completed CPS Procurement and Manufacturing	1-Mar-05	\$	1-Apr-05	
12d	Delivered propellant tanks	1-Mar-05	\$	1-Apr-05	

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ASTROM
ANIK F3 Payment Schedule

Payment Milestone Number	Description of the Work Completed	Invoice Submission Date	Payment Milestone Amount (US\$)	Payment Due Date	Cumulative Total
Thirteen (13)					
13a	Delivered C-Band Onet	1-Apr-05	\$	1-May-05	
13b	Delivered Satellite CDR data package	1-Apr-05	\$	1-May-05	
13c	Delivered Ku-Band Imux	1-Apr-05	\$	1-May-05	
13d	Delivered Y Walls for repeater integration	1-Apr-05	\$	1-May-05	
Fourteen (14)					
14a	Delivered first 10 TWTAs	1-May-05	\$	31-May-05	
14b	Delivered preliminary satellite thermal model	1-May-05	\$	31-May-05	
14c	Deliver CM DC Harness	1-May-05	\$	31-May-05	
14d	Conducted Satellite CDR and submitted minutes of meeting	1-May-05	\$	31-May-05	
Fifteen (15)					
15a	Completed repeater CDR actions	1-Jun-05	\$	1-Jul-05	
15b	Delivered C-Band Receiver	1-Jun-05	\$	1-Jul-05	
15c	Conducted COR and submitted of minutes of meeting	1-Jun-05	\$	1-Jul-05	
15d	Completed C-Band FM Feed and OMT Manufacturing	1-Jun-05	\$	1-Jul-05	
Sixteen (16)					
16a	Delivered Ku-Band receiver	1-Jul-05	\$	31-Jul-05	
16b	Delivered SM structure for electrical integration	1-Jul-05	\$	31-Jul-05	
16c	Completed satellite CDR agreed actions	1-Jul-05	\$	31-Jul-05	
16d	Delivered Interim On Station Operations documentation and procedures	1-Jul-05	\$	31-Jul-05	
Seventeen (17)					
17a	Conducted Repeater Test Readiness Review	1-Aug-05	\$	31-Aug-05	
17b	Delivered ground encryptors	1-Aug-05	\$	31-Aug-05	
17c	Delivered first PSR	1-Aug-05	\$	31-Aug-05	
17d	Completed Ku PFM Feed Assembly AIT	1-Aug-05	\$	31-Aug-05	
Eighteen (18)					
18a	Delivered all avionics and battery (NIH2)	1-Sep-05	\$	1-Oct-05	
18b	Delivered Interim version of satellite simulator	1-Sep-05	\$	1-Oct-05	
18c	Delivered final TWTA	1-Sep-05	\$	1-Oct-05	
18d	Submitted sixth Quarterly Progress Report	1-Sep-05	\$	1-Oct-05	

March 30th, 2004

Payment Milestone Number	Description of the Work Completed	Invoice Submission Date	Payment Milestone Amount (US\$)	Payment Due Date	Cumulative Total
Nineteen (19)					
19a	Delivered Integrated SM	1-Oct-05		31-Oct-05	
19b	Completed CM Alignment and Reference Tests	1-Oct-05		31-Oct-05	
19c	Completed C-Band Antenna Acceptance Test	1-Oct-05		31-Oct-05	
19d	Delivered Coupled Thermal Model for Launch Agency	1-Oct-05		31-Oct-05	
Twenty (20)					
20a	Delivered Integrated CM	1-Nov-05		1-Dec-05	
20b	Completed mating of the Service Module with the Communication Module	1-Nov-05		1-Dec-05	
20c	Conducted Satellite Test Readiness Review	1-Nov-05		1-Dec-05	
20d	Completed Ku-Band Antenna Acceptance Test	1-Nov-05		1-Dec-05	
Twenty One (21)					
21a	Delivered C-Band antenna	1-Dec-05		31-Dec-05	
21b	Submitted seventh Quarterly Progress Report	1-Dec-05		31-Dec-05	
21c	Completed first IST Test Review	1-Dec-05		31-Dec-05	
21d	Delivered Solar Array	1-Dec-05		31-Dec-05	
Twenty Two (22)					
22a	Conducted Satellite Thermal Vacuum Test Readiness Review	1-Jan-06		31-Jan-06	
22b	Delivered Satellite simulator final version	1-Jan-06		31-Jan-06	
22c	Delivered final version of Satellite on station procs and conducted FOPR	1-Jan-06		31-Jan-06	
22d	Delivered Ku-Band antenna	1-Jan-06		31-Jan-06	
Twenty Three (23)					
23a	Delivered Satellite in-orbit test plan	1-Feb-06		3-Mar-06	
23b	Successfully completed Caribou compatibility test	1-Feb-06		3-Mar-06	
23c	Successful completion of deployable Reflector Installation and Release	1-Feb-06		3-Mar-06	
23d	Conducted Satellite Thermal Vacuum Test Review Board	1-Feb-06		3-Mar-06	
Twenty Four (24)					
24a	Conducted Satellite Mechanical Test Readiness Review	1-Mar-06		31-Mar-06	
24b	Submitted eighth quarterly progress report	1-Mar-06		31-Mar-06	
24c	Successfully completed Sine Vibration Tests	1-Mar-06		31-Mar-06	
24d	Delivered test correlated thermal model and In orbit thermal predictions	1-Mar-06		31-Mar-06	

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Payment Milestone Number	Description of the Work Completed	Invoice Submission Date	Payment Milestone Amount (US\$)	Payment Due Date	Cumulative Total
Twenty Five (25)					
25a	Conducted Compact Antenna Test Range Readiness Review	1-Apr-06		1-May-06	
25b	Conducted LEOP Qualification Preparation Review	1-Apr-06		1-May-06	
25c	Conducted Satellite Mechanical Test Review Board	1-Apr-06		1-May-06	
25d	Completed propulsion performance tests	1-Apr-06		1-May-06	
Twenty Six (26)					
26a	Conducted final IST test readiness review	1-May-06		31-May-06	
26b	Successfully completed final solar array installation	1-May-06		31-May-06	
26c	Conducted final IST test review board	1-May-06		31-May-06	
26d	Completed Satellite training course	1-May-06		31-May-06	
Twenty Seven (27)					
27a	Successfully completed spacecraft installation and MLI	1-Jun-06		1-Jul-06	
27b	Conducted Mission Readiness Review	1-Jun-06		1-Jul-06	
27c	Submitted ninth quarterly progress report	1-Jun-06		1-Jul-06	
27d	Delivered storage and transportation plan	1-Jun-06		1-Jul-06	
Twenty Eight (28)					
28a	Conducted satellite Preshipment Review	1-Jul-06		31-Jul-06	
28b	Conducted spacecraft Flight Readiness Review	1-Jul-06		31-Jul-06	
Twenty Nine (29)					
29a	Satellite launch	6-Aug-06		5-Sep-06	
Thirty (30)					
30a	Conducted In Orbit Acceptance Review (including Delivery of IOT Report)	1-Sep-06		1-Oct-06	

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Contract for ANIK F3 Satellite

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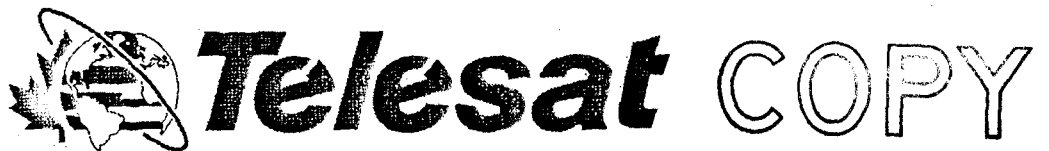
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Contract for ANIK F3 Satellite

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ANIK F3 SATELLITE

**ATTACHMENT 1
STATEMENT OF WORK**

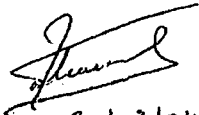
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NEGOTIATED VERSION**

March 30, 2004

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JM FLEURANT



30/03/04

M. MINHAS

M. Minhas
30/03/04

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ANIK F3 SATELLITE

ATTACHMENT 2
SPACECRAFT PERFORMANCE
REQUIREMENTS

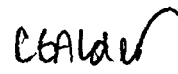
PART I
SATELLITE SYSTEMS PERFORMANCE
REQUIREMENTS

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JM FLEURANT


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March 30, 2004

 CBA
30 Mar '04

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**ATTACHMENT 3
SPACECRAFT PERFORMANCE
VERIFICATION REQUIREMENTS**

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March 30, 2004

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JM FLEURANT

30/03/04

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ANIK F3 SATELLITE

ATTACHMENT 4
SPACECRAFT PRODUCT ASSURANCE
REQUIREMENTS

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March 30, 2004

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JM FLEURANT

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30/03/04

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30-Mar-04

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PUBLIC VERSION



ANIK F3 SATELLITE

**ATTACHMENT 5
SATELLITE CONTROL AND
OPERATIONS REQUIREMENTS**

**ASTRIUM
NEGOTIATED VERSION**

March 30, 2004

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30/03/04

30 March 04

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ANIK F3 SATELLITE

**ATTACHMENT 6
SATELLITE CONTROL
AND OPERATIONS
PRODUCT ASSURANCE PLAN**


**ASTRIUM
NEGOTIATED VERSION**


March 30, 2004

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Contract for ANIK F3 Satellite

Appendix 2

**CONTRACT
TERMS AND CONDITIONS**

BETWEEN

TELESAT CANADA

AND

THE CONTRACTOR

FOR THE

ANIK F3 SATELLITE

APPENDIX 2

INSURANCE SCHEDULE

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Contract for ANIK P3 Satellite

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**CONTRACT
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BILL OF SALE

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Appendix 4A

**CONTRACT
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BETWEEN

TELESAT CANADA

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APPENDIX 4A

PRE-SHIPMENT CERTIFICATE

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Appendix 4B

**CONTRACT
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LAUNCH CERTIFICATE

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Appendix 5

**CONTRACT
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APPENDIX 5

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