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December 7, 2010

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VIA IBFS

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

Re: Intelsat North America LLC, Application for Transfer of Control of the Intelsat 603 Satellite from the United States Licensing Authority to the United Kingdom Licensing Authority, File No. SAT-T/C-20100112-00008

Dear Ms. Dortch:

Intelsat North America LLC (“Intelsat North America”), by counsel, herein supplements the above-referenced pending Application for Transfer of Control of the Intelsat 603 Satellite (call sign S2399) from United States licensing authority to United Kingdom licensing authority at 11.5° E.L.¹

Specifically, Intelsat provides a public redacted version of the Space Activity License agreement between Intelsat Global Sales and Marketing Ltd. – an affiliate of Intelsat North America – and the United Kingdom Secretary of State for Business, Innovation and Skills.

Please contact the undersigned with any questions. Thank you for your assistance.

Sincerely,

/s/ Jennifer D. Hindin

Jennifer Hindin
Counsel for Intelsat North America LLC

Encl.

cc: Karl Kensinger

¹ *Intelsat North America LLC, Application for Transfer of Control of the Intelsat 603 Satellite (Call Sign S2399) from U.S. to U.K. Licensing Authority, File No. SAT-T/C-20100112-00008 (filed Nov. 12, 2010).*

PUBLIC VERSION

Outer Space Act 1986

SPACE ACTIVITY LICENCE

**THE SECRETARY OF STATE FOR BUSINESS,
INNOVATION AND SKILLS**

and

Intelsat Global Sales & Marketing Ltd

Business Proprietary Information Deleted

Date: 17 NOVEMBER 2010

Grant of Licence pursuant to sections 4 and 5 of the Outer Space Act 1986, by the Secretary of State for Business, Innovation and Skills, whose principal office is at 1 Victoria Street, London, SW1H 0ET ("the Secretary of State"), to Intelsat Global Sales & Marketing Ltd, a company incorporated in the UK under no. 4098445, whose registered office is at 100 New Bridge Street, London, EC4V 6JA ("the Licensee").

1. Interpretation, Etc

1.1 In this Licence:

1.1.1 "Act" means the Outer Space Act 1986;

1.1.2 "Condition" means any term or provision whatsoever of this Licence;

1.1.3 "Effective Event" means approval obtained from the ITU for operation at 11.5E;

1.1.4 "Insurance Policy" means the insurance policy taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence;

1.1.5 "Licensed Activities" means:

operation of the Satellite.

1.1.6 "Satellite" means the satellite known as Intelsat 603;

1.1.7 except where the context otherwise requires, words and expressions have the same meaning as they have in the Act; and

1.1.8 the Interpretation Act 1978 applies as it applies to an Act of Parliament.

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2. Conditions Precedent

2.1 This Licence shall not come into effect unless:

2.1.1 the Licensee has provided the Secretary of State with full information as to:

2.1.1.1 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;

2.1.2 the Secretary of State had given his prior written consent to any amendments to the Insurance Policy;

2.1.3 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

2.1.4 the Effective Event takes place before the first anniversary of the date of this Licence.

3. Licence

3.1 In exercise of the powers conferred on him by the Act, the Secretary of State hereby GRANTS the Licensee a Licence to carry out the Licensed Activities in relation to the Satellite subject to the Conditions.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 2.1.1.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records

required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable him to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

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6. Insurance

6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;

7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;

7.3 The granting of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.

7.4 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of his functions under this Licence or the Act.

8. Term and Revocation

8.1 The Licence hereby granted shall come into force on the occurrence of the Effective Event and, unless revoked by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with) shall continue in force until expiry pursuant to Condition 8.2.


8.2 The Licence will expire when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State.

8.3 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

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IN WITNESS WHEREOF, this Licence has been executed on the date first hereinbefore written.

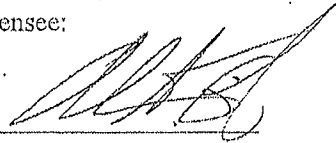
Signed for and on behalf
of the Secretary of State:

Signed: 

Name: RICHARD BAYLER

Position: MANAGER, REGULATION &
EUROPEAN POLICY

Signed for and on behalf
of the Licensee:

Signed: 

Name: Andrew S. Faiola

Position: Managing Director

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