

April 23, 2012

VIA IBFS

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

Re: O3b Limited: Milestone Compliance Showing
(SES-LIC-20100723-00952; Call Sign E100088)

Dear Ms. Dortch:

Pursuant to Section 25.164(b) of the Commission's rules, O3b Limited ("O3b") hereby submits evidence demonstrating compliance with the first three milestones applicable to a non-geostationary orbit satellite system, namely (i) enter into a binding, non-contingent satellite construction contract, (ii) complete critical design review ("CDR"), and (iii) commence construction of the first satellite in the system. See 47 C.F.R. § 25.164(b).

As evidence that O3b has satisfied the first milestone, submitted herewith is a copy of O3b's binding, non-contingent contract with Thales Alenia Space France ("Thales") dated August 3, 2010. See 47 C.F.R. § 25.164(c). The enclosed version of the contract is redacted to protect confidential information. A complete (unredacted) version of the contract is being submitted under separate cover together with a request that it be treated confidentially and kept from public inspection pursuant to 47 C.F.R. §§ 0.457 and 0.459.

As evidence that O3b has satisfied the second milestone, O3b has delivered a CD to Commission staff in the International Bureau containing a complete (unredacted) copy of the CDR in electronic format together with a request that it be treated confidentially and kept from public inspection pursuant to 47 C.F.R. §§ 0.457 and 0.459.

Also submitted herewith in support of the second and third milestone compliance showings is a declaration by Brian Holz, Chief Technical Officer of O3b, attesting to the fact that CDR has been completed and that physical construction of the first satellite in the system has commenced. See Attachment 2. In further support of O3b's third milestone, Exhibit 1 to the Holz declaration shows photographs of an O3b satellite under construction. In addition, the attached declaration of Jonas Mattsson, Executive Vice President and Chief Financial Officer of O3b, provides further evidence of O3b's progress toward completion of satellite construction under the contract. See Attachment 3. The enclosed version of the Mattsson declaration is

redacted to protect confidential information. A complete (unredacted) version of the Mattsson declaration is being submitted under separate cover together with a request that it be treated confidentially and kept from public inspection pursuant to 47 C.F.R. §§ 0.457 and 0.459.

Please contact the undersigned should you have any questions concerning this submission.

Respectfully submitted,

/s/ Brian D. Weimer

Brian D. Weimer
Counsel for O3b Limited

Enclosures

cc: Rod Porter
Gardner Foster
Robert Nelson
Stephen Duall
Paul Blais
Alan Thomas
Joslyn Read

ATTACHMENT 1

Satellite Construction Contract

(Redacted)

August 3rd 2010

AMENDED AND RESTATED CONTRACT

BETWEEN

O3B LIMITED

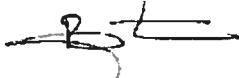
AND

THALES ALENIA SPACE FRANCE


**FOR THE DELIVERY OF
THE O3B SPACE SEGMENT CONSTELLATION**

CONTRACT NUMBER 100289061W

R. Carpentier
Thales Alenia Space
August 3rd 2010



Brian Holz
O3b Networks
August 15, 2010

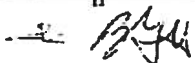


AMENDED AND RESTATED CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

August 3rd 2010

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS.....	5
ARTICLE 2.	SCOPE, EXHIBITS AND APPENDICES	11
ARTICLE 3.	PURCHASER'S UNDERTAKINGS.....	15
ARTICLE 4.	TOTAL PRICE.....	16
ARTICLE 6.	DELIVERY	23
ARTICLE 7.	PAYMENT	24
ARTICLE 8.	ACCEPTANCE	27
ARTICLE 9.	TITLE AND RISK OF LOSS	31
ARTICLE 10.	ACCESS TO WORK IN PROGRESS.....	32
ARTICLE 11.	PROGRESS MEETING, PRESENTATIONS AND REPORTS.....	33
ARTICLE 12.	INTELLECTUAL PROPERTY RIGHTS.....	34
ARTICLE 13.	PUBLIC RELEASE OF INFORMATION.....	37
ARTICLE 14.	CONFIDENTIALITY	38
ARTICLE 15.	INTELLECTUAL PROPERTY RIGHTS INDEMNITY	38
ARTICLE 16.	LIMITATION OF LIABILITY	39
ARTICLE 17.	EXCUSABLE DELAYS.....	42
ARTICLE 18.	DELIVERY PENALTIES	42
ARTICLE 19.	CHANGES.....	47
ARTICLE 20.	TERMINATION FOR DEFAULT.....	47
ARTICLE 21.	TERMINATION FOR CONVENIENCE	49
ARTICLE 22.	STOP WORK.....	51
ARTICLE 23.	ARBITRATION	53
ARTICLE 24.	WARRANTY	53
ARTICLE 25.	COMMUNICATION AND AUTHORITY	55
ARTICLE 26.	RESERVED.....	57
ARTICLE 27.	LICENSES FOR EXPORT AND LAUNCH	58
ARTICLE 28.	SPACECRAFT STORAGE.....	59
ARTICLE 29.	OPTIONS	60
ARTICLE 31.	INDEMNIFICATION AND INSURANCE.....	65
ARTICLE 32.	EFFECTIVE DATE OF CONTRACT / TI ACTIVITIES	68
ARTICLE 33.	REPRESENTATIONS.....	69
ARTICLE 34.	GENERAL PROVISIONS.....	70

11


August 3rd 2010

This Contract dated as of the 29th day of October 2008, made between **Thales Alenia Space France**, a company organized under the laws of France and having its registered office at 26, avenue Jean-François Champollion 31100, Toulouse, France ("Contractor") and **O3B Limited**, a company organized under the laws of Jersey, Channel Islands with offices at St. John's Manor Offices, Le Neuf Chemin, St. Johns, Jersey, Channel Islands JE3 4EH ("Purchaser").

Recitals

Whereas, Purchaser desires to procure a space segment constellation ; and

Whereas, Contractor has represented itself as a leading provider of spacecraft manufacturing services with significant experience in building spacecraft of a similar type as that required in this Contract and Contractor desires to provide such space segment constellation in accordance with the terms and conditions of this Contract ; and

Whereas, Purchaser is relying on the above representations of experience and desires Contractor to provide a space segment constellation for which Purchaser is paying according to the terms of this Contract ; and

August 3rd 2010

Now therefore, the Parties hereto, in consideration of the mutual covenants herein expressed, agree with each other as follows.

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

4
Blyd

August 3rd 2010

Terms and Conditions

ARTICLE 1. DEFINITIONS

As used in this Contract, the following terms have the meanings indicated:

"Aborted Launch" shall have the meaning ascribed to it in Article 9(C).

"Affiliate" means, with respect to an entity, any other entity, directly or indirectly, controlling or controlled by or under common Control with such first named entity. For purposes of this definition, "Control" and its derivatives mean, with respect to an entity, (i) the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest if not a corporation) of such entity ordinarily having voting rights, or (ii) the power to direct, directly or indirectly, the management policies of such entity, whether through the ownership of voting stock, by contract, or otherwise.

"Anomaly Support" means the support provided by Contractor to Purchaser through the In-Orbit Acceptance Review plus one (1) year.

"Available for Shipment" means that a Satellite has successfully completed a Pre-Shipment Review, as defined in Article 8(A)(i)(a) below, in accordance with Exhibit A and has been declared by Purchaser to be ready to be shipped either to the Launch Site or to the storage location as set forth in Article 29.

"Block" means a group of eight (8) Spacecraft composed of two Sub-blocks of four (4) Spacecraft each.

"Business Day" means a day on which Purchaser and Contractor are both open for business, other than a Saturday, Sunday or other day on which commercial banks in Jersey - Channel Islands or France, are authorized or required by law to close.

"CGL Policy" shall have the meaning ascribed to it in Article 31(J).

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

5
-f- BYH

August 3rd 2010

"Constructive Total Loss" shall have the meaning set forth in the Launch and In-Orbit Insurance. Purchaser shall provide to Contractor the wording of the definition agreed in the Launch and In-Orbit Insurance.

"Contract" or "Amended and Restated Contract" shall mean the Contract entered into between Purchaser and Contractor, including all Exhibits and Appendices referenced herein, and all amendments that may be made hereto and thereto.

"Contractor" means Thales Alenia Space France.

"Day" means, whether or not capitalized, a calendar day.

"Data" means all the deliverable data as set forth in Exhibit A.

"Default Notice" shall have the meaning ascribed to it in Article 20(A).

"Deliverable Items" means the Spacecraft, the SVSSs, the SCCs, the Documentation and all other items agreed to be delivered to Purchaser as set forth in this Contract.

"Delivery Date" means the delivery date of Deliverable Items as set forth in Article 6.

"Delivery Schedule" means the timetables for Delivery of the Deliverable Items as set forth in Article 6.

"Documentation" means the documentation to be supplied by Contractor to Purchaser as listed in this Contract.

"Early Orbit Operations" or "EOP" means the operations to be performed by Contractor after a Satellite has been Successfully Injected from the Launch Vehicle such as LEOP and IOT, as defined in Exhibit A. In case a Satellite has not been Successfully Injected, Early Orbit Operations may be performed as set forth in Article 8.

"EDC" shall mean August 24, 2008.

"EDC4" shall mean the effective date of this Amended and Restated Contract

"Final Acceptance" shall be as described in Article 8(A) with respect to Spacecraft, as described in Article 8(B) with respect to SVSSs and as described in Article 8(C) with respect to SCCs.

"Final Acceptance Review" or "FAR" means the review described in Exhibit A.

August 3rd 2010

"Final Acceptance Review Acceptance Certificate" or "FARAC" means a document for each of the SVSs and SCCs signed by Purchaser when Purchaser agrees that SVSs and SCCs have passed their On Site Acceptance Review.

"Ground Support Equipment" or "GSE" means all equipment used or necessary to permit the transportation, handling, integration and test of a Spacecraft during factory validation testing and pre-Launch operations.

"Intellectual Property" or "IP" means all intellectual property, including without limitation, inventions, patents, copyrights, trade secrets, Documentation including Technical Data, discoveries, technical know-how, techniques, procedures, methods, designs, improvements or innovations.

"In-Orbit Acceptance Review" or "IOAR" means the review described in Exhibit A.

"In-Orbit Acceptance Review Acceptance Certificate" or "IOARAC" means a document for each Satellite signed by Purchaser when Purchaser agrees that the individual satellite of the Block has passed the In-Orbit Acceptance Review.

"In-Orbit Test Procedure", "In-Orbit Test" or "IOT" means the tests performed by Contractor during or after I.F.O.P. in order to verify the Satellite performance during and following the Launch, as defined in Exhibit A.

"Intentional Ignition" means the moment in time, as indicated in the automatic sequence control equipment, when the intentional ignition occurs. This definition will be modified, with effect as of the date of notice by Purchaser to Contractor, to reflect the definition of "Intentional Ignition" of the Launch Services Agreement.

August 3rd 2010

"Key Personnel" shall have the meaning ascribed to it in Exhibit A.

"Launch" means the time of physical separation of the Launch Vehicle from the launch pad and launch ground support equipment following Intentional Ignition. This definition will be modified, with effect as of the date of notice by Purchaser to Contractor, to reflect the definition of "Launch" in the Launch Services Agreement.

"Launch and Early Operational Phase" or "LEOP" means all the operations to be performed by Contractor after a Satellite has been Successfully Injected, as defined in Exhibit A.

"Launch and In Orbit Insurance" means the launch and initial in orbit operations insurance for the Satellites to be procured by Purchaser.

"Launch Day" means the day in which Launch will occur.

"Launch Period" means the three (3) consecutive calendar months when the Launch Day will occur.

"Launch Readiness Review" or "LRR" means the review described in Exhibit A.

"Launch Readiness Review Acceptance Certificate" or "LRRAC" means the certification as set forth in Article 8, provided by Contractor to Purchaser upon successful completion of an LRR.

"Launch Services" means the services provided by the Launch Services Provider pursuant to a Launch Services Agreement.

"Launch Services Agreement" means each agreement between a Launch Services Provider and Purchaser for the launch of a Block of Spacecraft.

"Launch Services Provider" means each company with whom Purchaser contracts for the launch of a Block of Spacecraft.

"Launch Site" shall mean the launch facilities provided by the Launch Services Provider, including all buildings, shops and testing, storage and other related facilities.

"Launch Slot" means the thirty (30) consecutive days when the Launch Day will occur.



August 3rd 2010

"Launch Support Services" means the services Contractor shall provide pursuant to this Contract in support of the launch of the Spacecraft, including Launch Vehicle integration, as described in Exhibit A.

"Launch Term" means the four (4) consecutive calendar months when the Launch Day will occur.

"Launch Vehicle" means the vehicle selected by Purchaser and provided by the Launch Services Provider on which Spacecraft are to be launched.

"Licensed Items" means any Deliverable Items being furnished pursuant to, or to be utilized in connection with, this Contract which require the approval, permission or license from a government with respect to export control laws of such government.

"Milestone Events" means those milestones which are eligible for payment as set forth in the column entitled "Milestone Events" in Appendix 2.

"Partial Loss" shall have the meaning set forth in the Launch and In-Orbit Insurance. Purchaser shall provide to Contractor the wording of the definition agreed in the Launch and In-Orbit Insurance.

"Party" or "Parties" means one or both of Contractor and Purchaser.

"Pre-Shipment Review" or "PSR" means the review described in Exhibit A.


"Pre-Shipment Review Acceptance Certificate" or "PSRAC" means the certification as set forth in Article 8, provided by Contractor to Purchaser upon successful completion of a Pre-Shipment Review.

"Production Schedule Payment" has the meaning ascribed to in Appendix 2.

"Purchaser" means O3B Limited.

"Purchaser's Background IP" means Intellectual Property developed and owned by Purchaser prior to entering into this Contract or developed separately from this Contract, including the materials, emails, specifications, and/or viewgraphs, transmitted from Purchaser to Contractor at any time.

"Purchaser's Furnished Items" means the items listed in Exhibit F.

9
-2-


August 3rd 2010

"Purchaser Indemnities" shall have the meaning ascribed to it in Article 31(A).

"Qualified Acceptance" shall have the meaning ascribed to it in Article 8(A).

"Satellite" or "Spacecraft" means each of the spacecraft to be manufactured to meet the requirements of this Contract, passing all tests and reviews, delivered and processed at the selected Launch Site, or delivered to storage at Purchaser's direction, in accordance with Article 29.

"Satellite Control Center" or "SCCs" means the primary SCC and the back-up SCC as described in Exhibit C.

"Satellite Mass Simulator" or "SMS" means the Satellite Mass Simulator as described in Exhibit H.

"Space Vehicle Simulator" or "SVS" means deliverable software in executable code intended for training of Satellite operations personnel, preparation and evaluation of space vehicle operations, simulation of individual subsystems, and simulation of practical anomalies and recovery procedures, as described in this Contract.


"Storage Plan" means a plan for the storage of one or more Spacecraft at a site designated in the plan, as set forth in Exhibit D.

"Sub-block" means a group of four (4) Spacecraft to be installed on the same Launch Vehicle dispenser and to be launched on such Launch Vehicle.

"Subcontractors" means all subcontractors and suppliers of Contractor at any tier.

"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

10



August 3rd 2010

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 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.

"Technical Data" means information which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of the Spacecraft, the SCCs and the SVSs, including documentation.

"Termination Notice" shall have the meaning ascribed to it in Article 20(B).

"Total Loss" shall have the meaning set forth in the Launch and In Orbit Insurance. Purchaser shall provide to Contractor the definition agreed in the Launch and In-Orbit Insurance policy.

"Training" means the training of Purchaser's personnel, as set forth in Exhibit A.

"Unqualified Acceptance" shall have the meaning ascribed to it in Article 8(A).

"WIP" means all Work that is in progress.

"Work" means all design, development, construction, manufacturing, including tests to be performed, Deliverable Items and Services to be delivered by Contractor, pursuant to this Contract.

ARTICLE 2. SCOPE, EXHIBITS AND APPENDICES

(A) Contractor shall provide the necessary personnel, material, services and facilities to perform the Work in accordance with the provisions of this Contract, including the Exhibits and Appendices listed below, which are attached hereto or incorporated by reference and made a part hereof, and to make delivery to Purchaser in accordance with the Delivery Schedule as provided in Article 6:

Exhibit A	Statement of Work
Exhibit B	Space Segment System Requirements
Exhibit C	SCCs Technical Requirements
Exhibit D	Satellite Test Requirements
Exhibit E	Product Assurance Plan
Exhibit F	Purchaser's Furnished Equipment List for O3b Space Segment System
Exhibit G	Lenders Direct Agreement

August 3rd 2010

Exhibit II Satellite Mass Simulator Technical requirements
Exhibit I NA
Exhibit J NA
Exhibit K Proposals of Contractor
Exhibit L Model form of promissory notes
Exhibit M List of Purchaser's Background IP

Appendix 1 Non Disclosure Agreement between O3B Limited and Thales Alenia Space France, dated September 13th, 2009.
Appendix 2 Payment Plans

Latest revision of here above listed Exhibits and Appendices agreed and signed by both Parties shall be applicable.


Exhibit K is included only as a provision, if any, that is referenced in other Exhibits of this Agreement.

(B) In the event of any conflict or inconsistency among the provisions of these terms and conditions and any of the Exhibits and Appendices, such conflict or inconsistency shall be resolved by giving precedence to these terms and conditions and then the incorporated documents in the order listed in Article 2(A) above. The non-inclusion, unless specifically noted otherwise, of a term, condition, requirement or specification in a precedent document shall not have the effect of giving precedence over an antecedent document which does include any reference to such specific term, condition, requirement or specification.

(C) The scope of this Contract is the design, production, testing, and delivery of the Deliverable Items and Services, as summarized in Article 2(E), and represents a firm

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

12



August 3rd 2010

commitment by Contractor and a firm order by Purchaser for all Deliverable Items and Services.

(D) Herein it is further agreed as a general rule that the overall scope and requirements as defined in this Contract have been assessed by Contractor as being sufficient to perform the Work necessary to handover a functioning Spacecraft in accordance with the requirements of this Contract. The non-inclusion of an item or test sequence which is reasonably considered by Purchaser and Contractor to be critical in nature to the purpose of this Contract shall be considered an oversight by both parties and shall be the responsibility of Contractor to ensure such item is included and performed at Contractor's expense.

August 3rd 2010


CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

14
- E= *[Signature]*

August 3rd 2010

ARTICLE 3. PURCHASER'S UNDERTAKINGS

(A) Purchaser's undertakings are contained in or identified in this Contract. In particular, Purchaser shall :

BE 

August 3rd 2010

ARTICLE 4. TOTAL PRICE

(A) Purchaser shall pay to Contractor for the Work to be performed the Total Price as set forth in the Table below in accordance with the payment plans as set forth in Appendix 2, and as such Total Price may be adjusted in accordance with the provisions of this Contract.

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

17

[Handwritten signature]

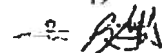
August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

18
[Handwritten signature]

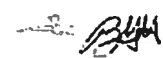
August 3rd 2010

ARTICLE 5.



August 3rd 2010

CONTRACT NUMBER 100289061 W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

20



August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

21
-2- 

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

22


August 3rd 2010

ARTICLE 6. DELIVERY

(A) The Delivery Schedule is identified in the Table below.

August 3rd 2010

ARTICLE 7. PAYMENT

(A) Payment terms shall be in accordance with this Article 7 and Appendix 2. Purchaser shall pay all invoices according to Article 7(C) below.

E. Rajni

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

25
-E- *[Handwritten Signature]*

August 3rd 2010

(I) Contractor shall send one (1) copy of each invoice to Purchaser by email to AccountsPayable@o3bnetworks.com

The address reference to be put on the invoice is:

O3B Limited
St John's Manor Offices
Le Neuf Chemin
St John, Jersey JE3 4EH
Channel Islands

(J) Contractor shall send one (1) hard copy of each invoice to Purchaser at the address referenced above to the attention of Accounts Payable.

August 3rd 2010

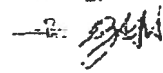
ARTICLE 8. ACCEPTANCE

27
- P. *[Signature]*

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

28

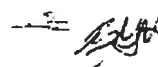


August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

29
-F. *DLH*

August 3rd 2010



August 3rd 2010

(E) Nothing about the above acceptance processes shall relieve Contractor from any requirements under a review or milestone. It is acknowledged herein that Purchaser's acceptance of any particular milestone is neither agreement, notice nor acceptance that Contractor has met any or all of the specifications or responsibilities for the relevant review and/or milestone or a waiver of any rights for a particular review and/or milestone. This acknowledgement process merely confers rights to Purchaser to understand the completion status of a particular milestone.

ARTICLE 9. TITLE AND RISK OF LOSS

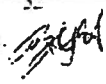
(A) Subject to the provisions of this Contract:

August 3rd 2010

ARTICLE 10. ACCESS TO WORK IN PROGRESS

(A) Subject to applicable government regulations, Contractor shall afford Purchaser and/or its designated representatives and designees (for avoidance of doubt this includes Purchaser's lenders, their facility agents, and their respective advisors, and the lenders' technical advisor) access to all WIP and rights to meet and discuss progress with technicians on the floor subject to regulations applicable to residents in Contractor's facilities, including Technical Data and information, test data, documentation (not containing cost information), testing and hardware, being performed at Contractor's facilities pursuant to this Contract during the period of Contract performance as set forth in Exhibit A, provided that such access does not unreasonably interfere with such WIP or any other work, and subject further to the execution of a non-disclosure or similar agreement with Contractor.

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

32
-F- 

August 3rd 2010

(B) Contractor shall afford Purchaser and/or its designated representatives and designees access to WIP being performed pursuant to this Contract in Subcontractor's facilities to the extent Contractor obtains such access, subject to the right of Contractor to accompany Purchaser on any such visit and subject further to the execution by Purchaser of such non-disclosure or similar agreements as may be required by Subcontractors. Contractor shall use its reasonable best efforts to obtain access to the WIP being performed in Subcontractor's facilities. Purchaser shall provide written notification to Contractor as early as practicable as to the identity of its employees or consultants requiring access to the Work being performed under this Contract.

ARTICLE 11. PROGRESS MEETING, PRESENTATIONS AND REPORTS

(A) In addition to any other meetings called for under the provisions of this Contract, Contractor shall provide the personnel, facilities, materials and support to conduct the following meetings and presentations with Purchaser, provided that such meetings and presentations do not unreasonably interfere with Contractor's performance:


- (i) informal Program Manager meetings; and
- (ii) informal project level technical review meetings; and
- (iii) management level presentations as deemed appropriate by Contractor or Purchaser's management and subject to reasonable prior notice by Purchaser.

At Purchaser's request, Contractor shall make available engineering data necessary to support non-conformance corrective actions plans and all raw data and mathematical analyses used to create any reports or presentations.

(B) Contractor shall deliver to Purchaser all reports as described in this Contract. The Parties agree to utilize a secure, electronic-based system for delivery of reports and documents (which may include exceptions on its use for certain documents).

(C) Contractor shall maintain a website or internet accessible location acceptable to Purchaser (such as Microsoft Share point) for which all reports, analyses, minutes and supporting data for reports and instruction manuals shall be stored. The reports will be available in HTML format and online by date on the website for review by members of Purchaser's team with an appropriate password.

(D) All technical data, test data, documentation, drawings reports and analyses generated by this Contract, and available to Contractor, shall be maintained by the Contractor and available for review by the Purchaser upon request for the purpose of through-life product support.

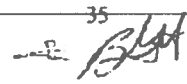
35


August 3rd 2010

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS

(A) Each Party shall protect all Intellectual Property to which either has a right of access pursuant to Article 10, or that is or may be disclosed by each other, from disclosure to third parties in the same manner in which either protects its own IP but no less than reasonable care and in accordance with and subject to Article 14.

August 3rd 2010

35


August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

36
--E-- *[Handwritten Signature]*

August 3rd 2010

ARTICLE 13. PUBLIC RELEASE OF INFORMATION

- (A) During the term of this Contract, neither Party, nor its Affiliates, subcontractors, employees, agents and consultants, shall release items of publicity of any kind including without limitation, news releases, articles, brochures, advertisements, prepared speeches, company reports or other information releases related to the Work performed hereunder, or this Contract, the name of Purchaser or its investors or lenders including the denial or confirmation thereof, without the other Party's prior written consent.
- (B) Notwithstanding the foregoing, it is understood by the Parties that Contractor is authorized to release information relative to the Work as may be required to notify its other customers as to satellite performance issues, provided that such information shall contain no identification of Purchaser or Purchaser's designation of Work, subject to government requirements.
- (C) Nothing contained herein or in the Non Disclosure Agreement attached in Appendix 1 shall be deemed to prohibit either Party from disclosing this Contract, in whole or in part, or information relating thereto (i) as may be required by the rules and regulations of a government agency with jurisdiction over the disclosing Party or a stock exchange on which the disclosing Party's shares are then listed, (ii) as may be required by a subpoena or other legal process (iii) in any action to enforce its rights under this Agreement, (iv) to its lenders and their advisors under appropriate assurances of confidentiality for the benefit of the disclosing Party, (v) to its auditors, attorneys and other professional advisors in the ordinary course, provided that such auditors, attorney and advisors have contractual or professional obligations to maintain the confidentiality of the disclosed material, or (vi) to its insurance brokers and the insurers providing insurance in connection with Deliverable Items. The disclosing Party shall use reasonable best efforts to disclose only such information as it believes in good faith it is legally required to disclose pursuant to clauses (i) or (ii), above, and will seek, to the extent reasonably available under applicable rules, to obtain confidential treatment for any information either Party reasonably considers trade secrets and that is required to be disclosed. To the extent practicable, the disclosing Party shall provide the other Party with a reasonable opportunity in advance of disclosure to request redactions or deletions of specific terms and provisions of this Contract and shall accommodate those requests to the extent reasonably consistent with applicable confidential treatment rules. Contractor further agrees that it shall use reasonable best efforts to prevent any disclosure of the pricing or terms of this Contract or release of this Contract to the public.
- (D) Within a reasonable time prior to a proposed issuance of news releases, articles, brochures, advertisements, prepared speeches, and other such information releases concerning the Work performed hereunder, the Party desiring to release such information shall request the written approval of the other Party concerning the content and timing of such releases, such approval not to be unreasonably withheld or delayed. The Parties

August 3rd 2010

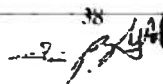
anticipate the issuance of press releases in connection with the execution of the Contract, which press releases shall be subject to approval by both Parties prior to release.

ARTICLE 14. CONFIDENTIALITY

(A) The Parties agree that all exchanges of proprietary information shall be governed by the Non Disclosure Agreement between Purchaser and Contractor as set forth in Appendix 1, as such Non Disclosure Agreement may be amended.

(B) The Parties recognize that this Contract will be shared with financial institutions for the purposes of financing the subject-matter of this Contract. In addition, Contractor agrees to provide information necessary to the agent or the prospective lenders to any financing for the Project.

ARTICLE 15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

38


August 3rd 2010

ARTICLE 16. LIMITATION OF LIABILITY

August 3rd 2010

CONTRACT NUMBER 100239061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

40
2 

August 3rd 2010

[Handwritten signature]


August 3rd 2010

ARTICLE 17. EXCUSABLE DELAYS

BLH

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

43
-2- 

August 3rd 2010


**ARTICLE 18.
INCENTIVES**

DELIVERY PENALTIES

August 3rd 2010


CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

45



August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

46
E- 

August 3rd 2010

ARTICLE 19. CHANGES

(A) Purchaser may from time to time between the FDC and completion of this Contract, by written change order issued by Purchaser, make changes within the general scope of this Contract regarding

The Parties shall negotiate the terms of the change order, including the price therefore, before the change order becomes effective. Any additional work specified according to this Article shall be deemed to be Work performed hereunder.

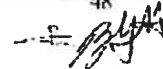
(B) If any change order causes an increase or decrease in the costs of, or the time required for, Contractor's obligations under this Contract, an equitable adjustment in the price or Delivery Schedule or both shall be negotiated by the Parties and this Contract shall be modified in writing accordingly provided that Contractor shall begin the work related to the change if and when Contractor has received from Purchaser a financial commitment acceptable to Contractor to begin such work. If the Parties fail to reach an agreement on such change, costs or schedule adjustment, if any, then Contractor shall continue to perform its obligations under this Contract as unchanged.

ARTICLE 20. TERMINATION FOR DEFAULT

(A) Purchaser may, by written notice of default (the "Default Notice") to Contractor, terminate this Contract in whole or in part, if:

August 3rd 2010

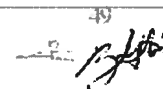
CONTRACT NUMBER 100289061SV
Thales Alenia Space France and O3B Limited Proprietary and Confidential

48


August 3rd 2010

ARTICLE 21. TERMINATION FOR CONVENIENCE

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

49


August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

50
-- 2 -- *[Handwritten Signature]*

August 3rd 2010

ARTICLE 22. STOP WORK

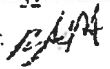
(A) Stop Work by Purchaser

(B) Stop Work by Contractor / Termination by Contractor

[Handwritten signature]

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

32


August 3rd 2010

ARTICLE 23. ARBITRATION

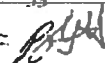
(A) Any dispute or disagreement arising between the Parties in connection with any interpretation of any provision of the Contract, or the compliance or non-compliance therewith, or the validity or enforceability thereof, or any other dispute under any Article hereof which is not settled to the mutual satisfaction of the Parties within thirty (30) Days (or such longer period as may be mutually agreed) from the date that either Party informs the other in writing that such dispute or disagreement exists, shall be settled by arbitration according to

(B) The arbitrators shall not alter or modify the terms and conditions of this Contract but shall consider the pertinent facts and circumstances and be guided by the terms and conditions of this Contract. If a solution is not found in the terms and conditions of this Contract, the arbitrators shall be guided by the substantive laws of

The arbitration award made shall be final and binding upon the Parties, their successors and assignees, and judgment may be entered thereon, upon the application of either Party, by any court having jurisdiction. Each Party shall bear the cost of preparing and presenting its case including its own attorneys' fees; and the cost of arbitration, including the fees and expenses of the arbitrator or arbitrators, will be shared equally by the Parties.

ARTICLE 24. WARRANTY

CONTRACT NUMBER 100289061W
Thales Alenia Space France and OIB Limited Proprietary and Confidential

53
-R- 

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

54
-E- *Rajit*

August 3rd 2010

ARTICLE 25. COMMUNICATION AND AUTHORITY

(B) All contractual correspondence to Purchaser will be addressed to (with copy to the Program Manager):

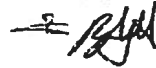
O3B Limited
St. Johns Manor Offices
Le Neuf Chemin

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

55
-5- *[Handwritten Signature]*

August 3rd 2010

St Johns, Jersey, C.I.
Tel: +44 (0) 1534 865 000
Email: legal@o3bnetworks.com



August 3rd 2010

All technical correspondence to Purchaser will be addressed to

O3B Limited
St. Johns Manor Offices
Le Neuf Chemin
St Johns, Jersey. C.I.
Tel: +44 (0) 1534 865 000
Email: Technical@o3bnetworks.com

All contractual correspondence to Contractor will be addressed to (with copy to the Program Manager):

Contract Manager
Thales Alenia Space France
100, Boulevard du midi - B.P 99
06156 Cannes la Bocca Cedex France

All technical correspondence to Contractor will be addressed to:


Thales Alenia Space France
100 Boulevard du midi - B.P 99
06156 Cannes la Bocca Cedex France

(C) In a time critical situation, such as in the case of failures or suspected failures of transponders or other operational or technical matters requiring immediate attention, notice may be given by telephone. Any notice given verbally will be confirmed in writing as soon as practicable thereafter in accordance with Article 25(D).

(D) Except as provided in Article 25(C), all notices, demands, reports, orders and requests hereunder by one Party to the other shall be in writing and deemed to be duly given on the same Business Day if sent by electronic means (*i.e.*, electronic mail) or delivered by hand during the receiving Party's regular business hours, or on the date of actual receipt if sent by pre-paid overnight, registered or certified mail.

(E) The Parties agree to cooperate in implementing the use of electronic signatures, provided that such use is consistent with applicable law

ARTICLE 26. RESERVED

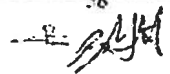
57
— 85 — 

August 3rd 2010

ARTICLE 27. LICENSES FOR EXPORT AND LAUNCH

(A) This Contract is subject to all applicable laws, regulations, policies and license conditions relating to the export of Licensed Items and to all applicable laws, regulations, policies and license conditions of the country or countries to which such Licensed Items are exported or are sought to be exported. Contractor and Purchaser shall fully comply with all requirements of any technical assistance agreement or other applicable export license related to the substance of this Contract, whether included as an Appendix hereto or not.

(D) Each Party agrees to give to the other Party all reasonable support (including provision of data and information and execution of destination control or end user certificates and comparable documents) as may be requested by the latter which would be necessary to obtain or maintain approvals and licenses for the export of Licensed Items required by applicable laws and regulations.



August 3rd 2010

ARTICLE 28. SPACECRAFT STORAGE

59
-I- *BYH*

August 3rd 2010

ARTICLE 29. OPTIONS

(A) Option for storage

60
---E---
[Handwritten signature]

August 3rd 2010

61

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential



August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and Q3B Limited Proprietary and Confidential

62
-E- *[Handwritten Signature]*

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

03
-2- *[Signature]*

August 3rd 2010

ARTICLE 30.

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential


64
[Handwritten signature]

August 3rd 2010

ARTICLE 31. INDEMNIFICATION AND INSURANCE

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

86
-2- 

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential


67
[Handwritten signature]

August 3rd 2010

ARTICLE 32. EFFECTIVE DATE OF CONTRACT / TI ACTIVITIES

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

68



August 3rd 2010

ARTICLE 33. REPRESENTATIONS

(A) Contractor represents, covenants and warrants that:

(i) Contractor has full power, authority and legal right to execute, deliver and perform this Contract, that the execution, delivery and performance by Contractor of this Contract have been duly authorized by all necessary action on the part of Contractor and do not require any further approval or consent of any person or entity (whether governmental or otherwise), and that once executed by Contractor this Contract shall constitute a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms;


(ii) Contractor's execution of and performance under this Contract will not result in a breach of, or constitute a default under, any contract, instrument or other agreement to which Contractor is a party or is bound; and

(iii) Contractor has the requisite expertise, professional qualifications, skills, personnel, technology, experience and technical resources to perform its obligations hereunder.

(B) Purchaser represents, covenants and warrants that:

(i) Purchaser has full power, authority and legal right to execute, deliver and perform this Contract, that the execution, delivery and performance by Purchaser of this Contract have been duly authorized by all necessary action on the part of Purchaser and do not require any further approval or consent of any person or entity (whether governmental or otherwise), and that once executed by Purchaser this Contract shall constitute a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms; and


(ii) Purchaser's execution of and performance under this Contract does not result in a breach of, or constitute a default under, any contract, instrument or other agreement to which Purchaser is a party or is bound.

69
- E- 

August 3^d 2010

ARTICLE 34. GENERAL PROVISIONS

(A) Each Party hereby agrees that it will not, without the prior written approval of the other Party (such approval not to be unreasonably withheld or unduly delayed), assign or delegate any of their rights, duties, and obligations under this Contract.

70
E


August 3rd 2010

(B) Nothing contained in this Contract shall be deemed or construed by the Parties or by any third party to create any rights, obligations or interests in third parties, or to create the relationship of principal and agent, partnership or joint venture or any other fiduciary relationship or association between the Parties and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

(C) No failure on the part of either Party to notify the other Party of any non-compliance hereunder, and no failure on the part of either Party to exercise its rights hereunder, shall prejudice any remedy for any subsequent non-compliance with any term or condition of this Contract and shall be limited to the particular instance and shall not operate or be deemed to waive any future breaches or non-compliance with any term or condition. Except as otherwise expressly provided herein, all remedies and rights hereunder shall be exclusive and in lieu of all other rights and remedies available by law or in equity.

(D) The Parties shall comply with the OECD Anti-bribery Convention and all other laws of any country dealing with improper or illegal payments, gifts or gratuities.

(E) This Contract (including all Exhibits and Appendices) constitutes the entire agreement between the Parties and supersedes all prior agreements, amendment, understandings, commitments and representations between the Parties with respect to the subject matter hereof.

(F) This Contract may not be amended or modified and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against which the amendment, modification or waiver is sought to be enforced.

(G) In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid or unenforceable provision shall be replaced by a provision which, being valid and enforceable, comes closest to the intention of the Parties

August 3rd 2010

underlying the invalid or unenforceable provisions. The Parties shall negotiate in good faith to attempt to agree upon any such replacement provision.

(H) The Article headings herein shall not be considered in interpreting the text of this Contract.

(I) All oral and written communications between the Parties shall be conducted in English.

(J) This Contract shall be governed by and interpreted in accordance with the laws of

(K) No provision in this Contract is intended to be enforceable by a person who is not a party to this Contract.

(L) Any provision of this Contract which can be reasonably construed to survive the expiration or termination of this Contract for any reason shall survive such expiration or termination of this Contract.

(M) Purchaser shall have the right at its discretion to share this Contract with Purchasers Lenders, Consultants, Advisors, Insurance Brokers and Underwriters, subject to compliance with the provisions of Article 14.

Execution

In witness whereof, the Parties have duly executed this Contract in two (2) originals, one for each Party, as of the date set forth on the first page hereof.

O3B Limited

By: 

Name: Brian Holz

Title: EVP and CTO

Date: 18 Aug 2010

Thales Alenia Space France

By: 

Name:

Title: Reynald SEENE

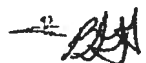
Date: President & CEO

24 Aug 2010

August 3rd 2010

**APPENDIX 1
NON DISCLOSURE AGREEMENT**


Non Disclosure Agreement between O3B Limited and Thales Alenia Space France not provided herein but known to the Parties



August 3rd 2010

APPENDIX 2

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

74
- E


August 3rd 2010


CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

75



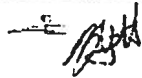
August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

16


August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

77


August 3rd 2010

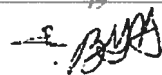
CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

78

~~2~~ 

August 3rd 2010

CONTRACT NUMBER 100289061W
Thales Alenia Space France and O3B Limited Proprietary and Confidential

79


**Amendment N°1
TO
AMENDED AND RESTATED
CONTRACT N° 100289061W**

By and Between

O3B LIMITED

and

THALES ALENIA SPACE FRANCE

**FOR THE DELIVERY OF
THE O3B SPACE SEGMENT CONSTELLATION**

2/11/11

AMENDMENT N°1 TO THE A&R CONTRACT 100289061W BETWEEN O3B LIMITED AND THALES ALENIA SPACE FRANCE

This Amendment N°1 to the Amended and Restated Contract dated August 3rd, 2010 and signed on August 24th, 2010, referenced 100289061W ("the Contract") is made between Thales Alenia Space France, a Company organized and existing under the laws of France, having its registered office at 26 avenue Jean François Champollion 31100 Toulouse - France ("Contractor") and O3B Limited, a company organized under the laws of Jersey, Channel Islands with offices at St. John's Manor Offices, Le Neuf Chemin, St. Johns, Jersey, Channel Islands JE3 4EH ("Purchaser").

The Purchaser and the Contractor being hereinafter individually referred to as a "Party" or collectively as the "Parties".

Recitals

Whereas, the Parties hereby agree to accordingly modify certain provisions of the Contract and its Exhibits and Appendixes as a result of such agreement.

THEREFORE, THE PARTIES AGREE TO THE FOLLOWING :

The following provisions of the Contract are replaced or amended as follows:

1.1 ARTICLE 2 SCOPE, EXHIBITS AND APPENDICES is replaced by the following:

***Article 2 SCOPE, EXHIBITS AND APPENDICES, Paragraph (A)** 

(A) Contractor shall provide the necessary personnel, material, services and facilities to perform the Work in accordance with the provisions of this Contract, including the Exhibits and Appendixes listed below, which are attached hereto or incorporated by reference and made a part hereof, and to make delivery to Purchaser in accordance with the Delivery Schedule as provided in Article 6:

Exhibit A	Statement of Work
Exhibit B	Space Segment System Requirements
Exhibit C	SCCs Technical Requirements
Exhibit D	Satellite Test Requirements
Exhibit E	Product Assurance Plan
Exhibit F	Purchaser's Furnished Equipment List for O3b Space Segment System
Exhibit G	Lenders Direct Agreement
Exhibit H	Satellite Mass Simulator Technical requirements
Exhibit I	NA
Exhibit J	NA
Exhibit K	Proposals of Contractor
Exhibit L	Model form of promissory notes
Exhibit M	List of Purchaser's Background IP

Appendix 1 Non Disclosure Agreement between O3B Limited and Thales Alenia Space France, dated September 13th, 2009.

Appendix 2 Payment Plans

Latest revision of here above listed Exhibits and Appendices agreed and signed by both Parties shall be applicable.

Exhibit K is included only as a provision, if any, that is referenced in other Exhibits of this Agreement.”

1.2 ARTICLE 4. TOTAL PRICE. Paragraph (B) and (H) are replaced by the following:



1.3 ARTICLE 32 EFFECTIVE DATE OF CONTRACT / T1 ACTIVITIES is replaced by the following:



1.4 APPENDIX 2 PAYMENT PLAN is replaced by the following :





A handwritten signature in black ink, appearing to be 'ASL', is located in the bottom right corner of the page.



1.6 All of the terms, covenants and conditions of the Contract as may already have been amended shall remain in full force and effect except to the extent the same have been expressly amended or modified by the terms of this Amendment N°1.

1.7 All capitalized terms not otherwise defined in this Amendment N°1 shall have the meanings for such terms as set forth in the Contract.


1.8 This Amendment N° 1 shall enter into force when all of the following conditions are fulfilled (i) signature of this Amendment N° 1 by both Parties ; and (ii) occurrence of EDC4 of the Amended and Restated Contract as modified herein.



Execution

In witness whereof, the Parties have duly executed this Amendment N° 1 in two (2) originals, one for each Party, as of the date set forth on the first page hereof.

O3B Limited

By: 

Name: Brian Holz

Title: EVP and CTO

Date: 22 Oct 2010

Thales Alenia Space France

By: 

Name: Emmanuel GRAVE

Title: EVP Telecommunications

Date: 25/10/10



ATTACHMENT 2

Declaration of Brian Holz

**DECLARATION OF BRIAN HOLZ
REGARDING COMMENCEMENT OF CONSTRUCTION OF
O3B SATELLITE NETWORK**

I, Brian Holz, declare under penalty of perjury under the laws of the United States of America that, to the best of my knowledge, information and belief, the following is true and correct:

1. I am the Chief Technical Officer of O3b. I am responsible for the performance and operation of the O3b satellite network. My responsibilities include monitoring the progress of satellite construction, ensuring conformance of the satellite network's performance and operation to specifications, reviewing the results of design reviews and testing, and authorizing any changes to the satellite network specifications.
2. Critical Design Review for the O3b satellite network has been completed and physical construction has commenced. Excellent progress has been made towards completing the satellite construction. The first flight model spacecraft service platform has been integrated in Cannes with all components except the Earth Sensor Assemblies and Reaction Wheels. Delivery of these items is anticipated in May and June respectfully. The first flight communications module has been integrated in Toulouse with the exception of the CPS/FGU and Ka Command Receiver. The CPS/FGU was delivered the last week of March and the Ka Command Receiver is anticipated for delivery by mid April. There are 4 other Command Modules in various stages of integration in Toulouse. Currently we are showing positive schedule margin to our March 2013 launch date of approximately one month.
3. Exhibit 1 to this declaration provides photographs of an O3b satellite that is part of the O3b licensed satellite system as evidence that physical construction has commenced.

Executed on 04 April 2012



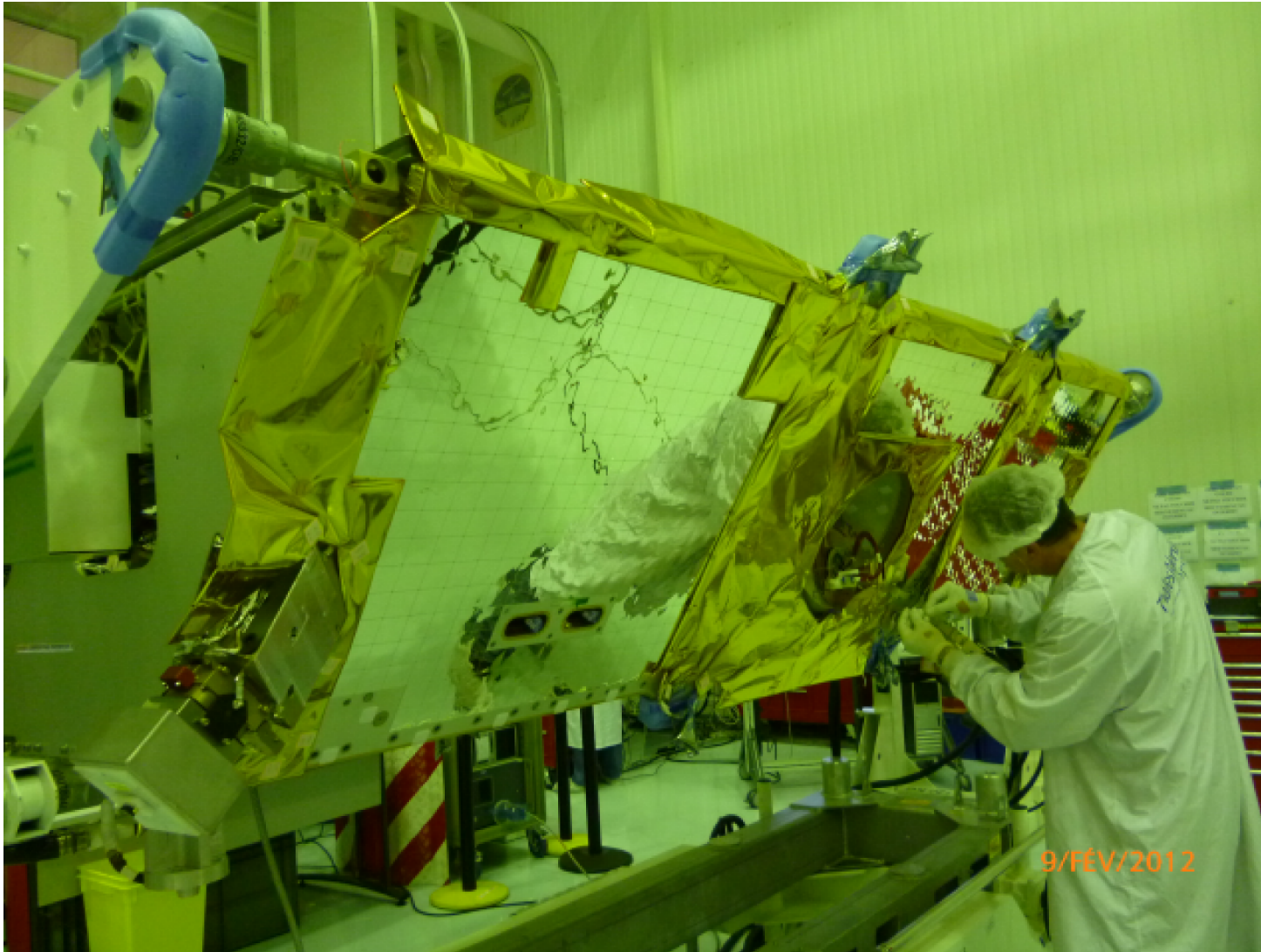
Brian Holz
Chief Technical Officer

EXHIBIT 1

Photographs of O3b Satellite Under Construction

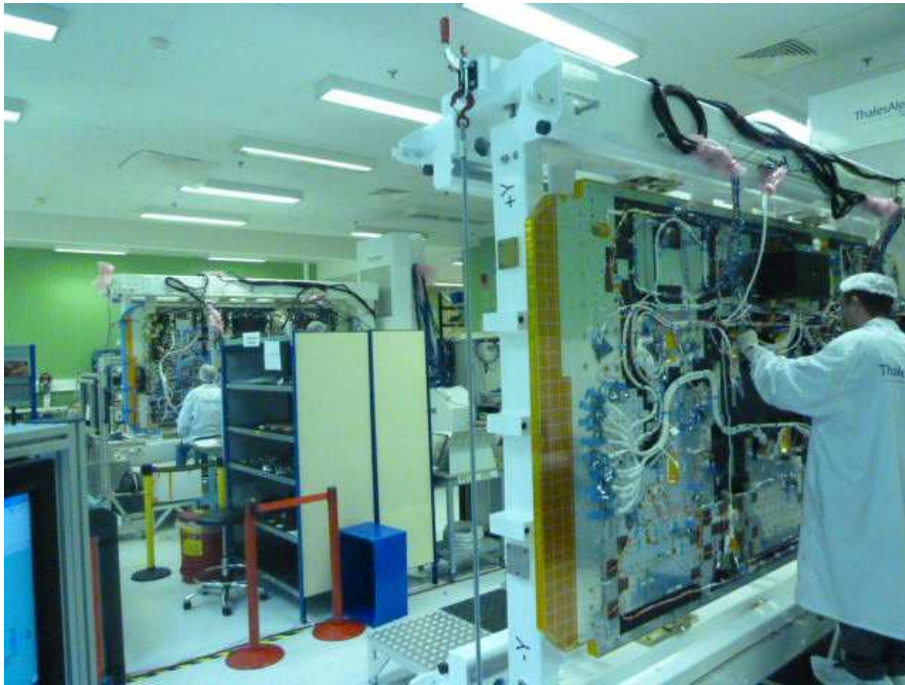
Engineering

PFM Service Module in Cannes



Engineering

Communications Modules in Toulouse



ATTACHMENT 3

Declaration of Jonas Mattsson

(Redacted)

O3b Limited
St John's Manor Offices
St. John, Jersey JE3 4EH
Channel Islands
T +44 (0) 1534 865 000
F +44 (0) 1534 862 301
www.o3bnetworks.com



**DECLARATION OF JONAS MATTSSON
REGARDING PROGRESS TOWARD COMPLETION OF SATELLITE
CONSTRUCTION CONTRACT WITH THALES ALENIA SPACE FRANCE**

I, Jonas Mattsson, hereby declare under penalty of perjury under the laws of the United States of America that, to the best of my knowledge, information and belief, the following statements are true and correct:

1. I am Executive Vice President and Chief Financial Officer of O3b Limited.
2. Construction of the first eight O3b spacecraft under the Amended and Restated Contract between O3b Limited and Thales Alenia Space France dated August 3, 2010 (the "Contract") is approximately complete and over of the contract price for the spacecraft under the Contract has been paid.

Executed on April 11, 2012

A handwritten signature in black ink, appearing to read 'Jonas Mattsson', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the beginning.

Jonas Mattsson