

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

Amendment No. 8
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GOGO INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

4899
(Primary Standard Industrial
Classification Code Number)

27-1650905
(IRS Employer
Identification Number)

1250 N. Arlington Heights Road, Suite 500
Itasca, IL 60143
(630) 647-1400

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Marguerite M. Elias
Executive Vice President and General Counsel
1250 N. Arlington Heights Road, Suite 500
Itasca, IL 60143
(630) 647-1400

(Name, address, including zip code, and telephone number, including area code, of agent for service)

with copies to:

Matthew E. Kaplan, Esq.
Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
(212) 909-6000

Rachel W. Sheridan, Esq.
Latham & Watkins LLP
555 Eleventh Street, NW
Suite 1000
Washington, D.C. 20004
(202) 637-2200

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box:

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering:

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering:

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price ⁽¹⁾	Amount of Registration Fee ⁽²⁾
Common stock, par value \$0.0001 per share	\$100,000,000	\$13,640.00

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) of the Securities Act of 1933. Includes the offering price of additional shares that the underwriters have the option to purchase.

(2) Previously paid.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

The sole purpose of this Amendment No. 8 to Registration Statement on Form S-1 (Registration No. 333-178727) is to file certain exhibits to the registration statement as indicated in Item 16(a) of Part II of this amendment. No change is made to Part I or Part II of the registration statement, other than Item 16(a) of Part II, and those items have therefore been omitted. Accordingly, this amendment consists only of the facing page, this explanatory note, Item 16(a) of Part II, the signature page of the registration statement and the exhibits filed herewith.

Item 16. Exhibits and Financial Statement Schedules.

Exhibits

Certain of the agreements included as exhibits to this prospectus contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

The registrants acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, they are responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this registration statement not misleading.

<u>Exhibit Numbers</u>	<u>Description</u>
1.1*	Form of Underwriting Agreement
2.1**	Agreement and Plan of Merger, dated as of December 31, 2009, among AC HoldCo LLC, AC Holdco Inc., and AC Holdco Merger Sub Inc.
2.2**	Agreement and Plan of Merger, dated as of December 31, 2009 between AC Holdco Inc. and AC HoldCo LLC
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4.3*	Amendment No. 1 to the Stockholders Agreement, dated as of December 31, 2009, among AC Holdco Inc. and certain stockholders named on the signature pages thereto
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4.5**	Registration Rights Agreement, dated as of December 31, 2009, by and between AC Holdco Inc. and the Class A Holders, the Ripplewood Investors, the Thorne Investors and the other investors named therein
5.1*	Opinion of Debevoise & Plimpton LLP
10.1.1†	Amended and Restated In-Flight Connectivity Services Agreement, dated as of April 7, 2011, between Delta Air Lines, Inc. and Aircell LLC
10.1.2†	Amendment No. 1 to the Amended and Restated In-Flight Connectivity Services Agreement, dated as of September 27, 2011, between Delta Air Lines Inc. and Gogo LLC (f/k/a Aircell LLC)
10.1.3†	International In-Flight Connectivity Services Agreement, dated March 20, 2013, between Delta Air Lines Inc. and Gogo LLC
10.1.4*	Third Amended and Restated In-Flight Connectivity Services Agreement, dated as of September 13, 2012, between American Airlines, Inc. and Gogo LLC
10.1.5*	Amendment No. 1 to the Third Amended and Restated In-Flight Connectivity Services Agreement, dated as of September 13, 2012, between American Airlines, Inc. and Gogo LLC
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10.1.7†	Development Agreement, dated as of September 4, 2007, by and between QUALCOMM Incorporated and Aircell LLC
10.1.8**	Letter Amendment to the Development Agreement, dated as of December 19, 2007, by and between QUALCOMM Incorporated and Aircell LLC
10.1.9**	Amendment No. 1 to the Development Agreement, dated as of December 11, 2008, by and between QUALCOMM Incorporated and Aircell LLC
10.1.10**	Amendment No. 2 to the Development Agreement, dated as of April 11, 2011, by and between QUALCOMM Incorporated and Aircell LLC
10.1.11**	Letter Amendment to the Development Agreement, dated as of February 8, 2008, by and between QUALCOMM Incorporated and Aircell LLC

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10.1.13**	Development, Test, and Deployment Products Standard Terms and Conditions, dated as of September 26, 2007, by and between QUALCOMM Incorporated and Aircell LLC
10.1.14†	Manufacturing Services and Product Supply Agreement, dated September 4, 2007, by and between Aircell LLC and QUALCOMM Incorporated
10.1.15**	Amendment No. 1 to Manufacturing Services and Product Supply Agreement, dated as of March 3, 2010 by and between QUALCOMM Incorporated and Aircell LLC
10.1.16†	Amendment No. 2 to Manufacturing Services and Product Supply Agreement, dated as of April 8, 2011 by and between QUALCOMM Incorporated and Aircell LLC
10.1.17**	Master Supply and Services Agreement, dated as of August 17, 2011, by and between ZTE USA, Inc. and Gogo LLC
10.1.18*	Amendment No. 1 to the Master Supply and Services Agreement, dated as of January 1, 2013, by and between ZTE USA, Inc. and Gogo LLC
10.1.19**	Iridium Global Service Provider Agreement, dated as of July 23, 2002, by and between Iridium Satellite LLC and Aircell, Inc.
10.1.20**	Letter Amendment to the Iridium Global Service Provider Agreement, dated July 30, 2002, between Iridium Satellite LLC and Aircell, Inc.
10.1.21**	Iridium Value Added Manufacturer Agreement, dated as of January 20, 2003, by and between Iridium Satellite LLC and Aircell, Inc.
10.1.22**	Iridium Global Value Added Reseller Agreement, dated as of March 31, 2005, by and between Iridium Satellite LLC and Aircell, Inc.
10.1.23**	Amendment to the Iridium Global Value Added Reseller Agreement, dated December 23, 2005, by and between Iridium Satellite LLC and Aircell, Inc.
10.1.24*	Global Xpress Subscription Services Agreement, dated as of December 18, 2012, by and between Inmarsat S.A. and Gogo LLC
10.1.25†	Master Service Agreement, dated as of April 25, 2008, by and between Intelsat Corporation and Aircell LLC
10.1.26	Amendment No. 1 to the Master Services Agreements, dated as of November 14, 2012, by and between Intelsat Corporation and Gogo LLC
10.1.27†	Intelsat Transponder Service Order No. 25426, dated August 21, 2012, by and between Intelsat Corporation and Gogo LLC
10.1.28†	Intelsat Transponder Service Order No. 25439, dated August 21, 2012, by and between Intelsat Corporation and Gogo LLC
10.1.29†	Intelsat Transponder Service Order No. 25541, dated August 21, 2012, by and between Intelsat Corporation and Gogo LLC
10.1.30*	Amendment No. 1 to the Intelsat Transponder Service Order No. 25541, dated [·], 2013, by and between Intelsat Corporation and Gogo LLC
10.1.31†	Intelsat Transponder Service Order No. 25550, dated August 21, 2012, by and between Intelsat Corporation and Gogo LLC
10.1.32†	Intelsat Transponder Service Order No. 25438, dated August 21, 2012, by and between Intelsat Corporation and Gogo LLC
10.1.33†	Intelsat Transponder Service Order No. 26078, dated March 12, 2013, by and between Intelsat Corporation and Gogo LLC
10.1.34†	IntelsatONE Network Broadband Service Order No. 25811, dated November 20, 2012, by and between Intelsat Corporation and Gogo LLC
10.1.35†	Amendment No. 1 to the IntelsatONE Network Broadband Service Order No. 25811, dated April 29, 2013, by and between Intelsat Corporation and Gogo LLC

<u>Exhibit Numbers</u>	<u>Description</u>
10.1.36*	Master Services Agreement, dated as of August 17, 2012, by and between New Skies Satellites B.V. and Gogo LLC
10.1.37*	Amendment No. 1 to the Master Services Agreements, dated as of August 17, 2012, by and between New Skies Satellites B.V. and Gogo LLC
10.1.38*	Service Order, dated as of August 17, 2012, by and between New Skies Satellites B.V. and Gogo LLC
10.1.39*	Service Order, dated as of August 17, 2012, by and between New Skies Satellites B.V. and Gogo LLC
10.1.40*	Service Order, dated as of August 17, 2012, by and between New Skies Satellites B.V. and Gogo LLC
10.1.41†	Product Manufacturing and Purchase Agreement, dated as of May 8, 2012, by and between AeroSat Avionics LLC and Gogo LLC
10.1.42†	Product Development and Manufacturing Agreement, dated as of October 3, 2011, by and between XipLink, Inc. and Gogo LLC
10.1.43	Single Licensee Software Escrow Agreement, dated as of February 2, 2013, by and between XipLink, Inc. and Gogo LLC
10.1.44†	Amendment No. 1 to the Product Development and Manufacturing Agreement, dated as of October 3, 2011, by and between XipLink, Inc. and Gogo LLC
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10.2.1§**	Employment Agreement by and between Aircell Holdings Inc., Aircell LLC and Michael J. Small, effective as of July 29, 2010
10.2.2§**	Employment Agreement by and between Aircell LLC and Norman Smagley, effective as of September 1, 2010
10.2.3§**	Employment Agreement by and between Aircell LLC and Ash ElDifrawi, effective as of October 25, 2010
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10.2.9§*	Change in Control Severance Agreement dated March 6, 2013, between Gogo Inc. and Michael Small
10.2.10§*	Form of Change in Control Severance Agreement, for officers other than Michael Small
10.3.1§**	Aircell Holdings Inc. Stock Option Plan
10.3.2§**	Amendment No. 1 to the Aircell Holdings Inc. Stock Option Plan, effective as of June 2, 2010
10.3.3§**	Amendment No. 2 to the Aircell Holdings Inc. Stock Option Plan, dated December 14, 2011
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10.4.1§**	AC Management LLC Plan
10.4.2§**	Amendment No. 1 to the AC Management LLC Plan, dated June 2, 2010
10.5§*	Description of 2012 Annual Bonus Plan

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10.6§*	Gogo Inc. Omnibus Incentive Plan
10.7§*	Gogo Inc. Annual Incentive Plan
10.8*	Form of Indemnification Agreement to be entered into between the Registrant and each of its directors and officers
10.9.1	Credit Agreement, dated June 21, 2012, between Aircell Business Aviation Services LLC, Gogo LLC and Gogo Intermediate Holdings LLC, as Borrowers, the several lenders from time to time parties thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, and Morgan Stanley Senior Funding, Inc. and J.P. Morgan Securities LLC, as Joint Lead Arrangers and Joint Bookrunners
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10.9.3	Guarantee and Collateral Agreement, dated June 21, 2012, between Aircell Business Aviation Services LLC, Gogo LLC and Gogo Intermediate Holdings LLC, and Morgan Stanley Senior Funding, Inc., as Collateral Agent
21.1**	List of Subsidiaries
23.1**	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm
23.2*	Consent of Debevoise & Plimpton LLP (included in Exhibit 5.1)
24.1**	Power of Attorney
24.2**	Power of Attorney (Robert H. Mundheim)
*	To be filed by amendment.
**	Previously filed.
§	Constitutes a compensatory plan or arrangement required to be filed with this prospectus.
†	Certain provisions of this exhibit have been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.

Financial Statement Schedule

None. Financial statement schedules have been omitted since the required information is included in our consolidated financial statements contained elsewhere in this registration statement.

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23.2*	Consent of Debevoise & Plimpton LLP (included in Exhibit 5.1)
24.1**	Power of Attorney
24.2**	Power of Attorney (Robert H. Mundheim)

* To be filed by amendment.

** Previously filed.

§ Constitutes a compensatory plan or arrangement required to be filed with this prospectus.

† Certain provisions of this exhibit have been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

**Amended and Restated
In Flight Connectivity Services Agreement
between
Delta Air Lines, Inc.
and
Aircell LLC**

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This Amended and Restated In-Flight Connectivity Services Agreement (including the Exhibits hereto, the “**Agreement**”) is made effective as of April 7, 2011 (the “**Restatement Effective Date**”), between Delta Air Lines, Inc., a Delaware corporation with its principal place of business at 1030 Delta Boulevard, Atlanta, GA 30354-1989 (“**Delta**”), and Aircell LLC, a Delaware limited liability company with offices located at 1250 N. Arlington Heights Road, Suite 500, Itasca IL 60143 (“**Aircell**”).

WHEREAS, Aircell and Delta previously executed that certain In-Flight Connectivity Services Agreement, dated as of November 23, 2008 (the “**Original Agreement**”), pursuant to which Aircell installed its equipment on Delta aircraft in order to provide Aircell’s Connectivity Services to Delta passengers; and

WHEREAS, the parties executed Amendment #1, dated September 21, 2010, to the Agreement in order to add certain Delta-operated DC9 aircraft to its scope; and

WHEREAS, Delta has requested that Aircell install its equipment and provide connectivity services to passengers on certain regional jets contracted by Delta; and

WHEREAS, the parties desire to amend and restate the Original Agreement in order to reflect the terms of Amendment #1 as well as the terms and conditions upon which the parties have agreed with respect to the expansion to regional jets;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. DEFINITIONS

In addition to those terms defined in the body of this Agreement, the definitions below shall apply to the following terms:

- 1.1 “**ABS Equipment**” means the equipment and Software described in this Agreement and set forth in (i) Exhibit A-1 with respect to the Mainline Fleet, and (ii) Exhibit A-2 with respect to the Regional Jet Fleet (together in each case with accompanying Documentation (per Section 3.5.1), materials and supplies necessary for the operation thereof) that Aircell installs on the A/C for the provision of the Connectivity Services.
- 1.2 “**A/C**” means commercial passenger Domestic aircraft subject to this Agreement.
- 1.3 “**Affiliate**” means any individual, corporation, partnership, association, or business that directly or indirectly through intermediaries, controls, is controlled by or is under common control with a party. Control shall exist whenever the relevant entity holds an ownership, voting or similar interest (including any right or option to obtain such an interest) representing at least 50% of the total interests then outstanding of the other entity.
- 1.4 “**Aircell Technology**” means Aircell’s proprietary business and technical information concerning the ABS Equipment, Software and Connectivity Services, and the process used in the manufacture of ABS Equipment, and any derivatives thereof.
- 1.5 “**Baseline Period**” shall be derived [***].
- 1.6 “**Baseline Revenue**” means [***].
- 1.7 “**Certification**” means such certification required by the FM, FCC and such additional applicable government bodies as necessary to fly commercial aircraft retrofitted with the ABS Equipment and Software to provide the Connectivity Services.
- 1.8 “**Components**” means all materials, parts and components included in the ABS Equipment.

- 1.9 **“Connection Carrier”** means each of the regional airline operators that operate the Regional Jet A/C pursuant to a Regional Jet Contract.
- 1.10 **“Connectivity Revenue”** means [***].
- 1.11 **“Connectivity Services”** means the in-flight connectivity services defined in Section 5.3.1, together with any other Services that the parties agree to be Connectivity Services.
- 1.12 **“Deinstallation”** means removal of the ABS Equipment from an A/C and restoration of the A/C to its condition prior to installation of the ABS Equipment, ordinary wear and tear excepted.
- 1.13 **“Delta Technology”** means Delta’s proprietary business and technical information concerning A/C and Delta’s operations and any derivatives thereof.
- 1.14 **“Domestic”** means regularly scheduled for service between airports within the United States (excluding Hawaii and Alaska).
- 1.15 **“Equipment Type”** means one of the five aircraft manufacturer/model types listed in Section 9.2 for Mainline A/C, and **“Additional Equipment Type”** means any other aircraft manufacturer/model type added during the Term for either Mainline A/C or Regional Jet A/C. For the purposes of clarification, the Mainline A/C, the Mainline Fleet, the Initial Mainline Fleet, the Northwest A/C, the Regional Jet A/C and the Regional Jet Fleet are not Equipment Types but consist of multiple Equipment Types.
- 1.16 **“Excess Revenue”** means [***].
- 1.17 **“Incremental Revenue”** means [***].
- 1.18 **“Initial Mainline Fleet”** means the Mainline A/C listed on Exhibit C-1. For the purposes of clarification, such term does not include any Northwest A/C, VIP Charter A/C or DC9 A/C.
- 1.19 **“Initial Regional Jet Fleet”** means the Regional Jet A/C listed on Exhibit C-3.
- 1.20 **“Installation Site”** means the Delta specified location(s) at which the ABS Equipment will be installed on the A/C.
- 1.21 **“Launch”** means initiation of revenue-generating passenger use of the Connectivity Services on each A/C.
- 1.22 **“Load Factor”** means the number of seats occupied by passengers on a Retrofit A/C during a particular flight divided by the total number of available passenger seats on the Retrofit A/C, to be reported to Aircell by flight number, city-pair segments and date.
- 1.23 **“Mainline A/C”** means Domestic mainline A/C owned or leased by Delta, including without limitation the Northwest A/C.
- 1.24 **“Mainline Fleet”** means the Initial Mainline Fleet, the Northwest A/C and any other Mainline A/C on which the ABS Equipment is installed pursuant to this Agreement.
- 1.25 **“Merger”** means the merger of Delta and Northwest Airlines Corporation (**“Northwest”**) that closed on October 29, 2008.
- 1.26 **“Northwest A/C”** means the Northwest Domestic mainline A/C (including the DC9 A/C) acquired by Delta as a result of the Merger and listed on Exhibit C-2.

- 1.27 **“Portal”** means the combination of the web pages and graphical user interface developed by Aircell that functions as a point of access for Users of the Connectivity Services. “Portal” does not include any third-party sites to which the Portal may provide links.
- 1.28 **“Program”** means the design, integration, installation, certification, and on-going maintenance and support associated with Launch and the provision of the Connectivity Services on board the Retrofit A/C.
- 1.29 **“Prototype A/C”** means the first A/C on which the ABS Equipment is installed and which is used to obtain the STC for the Connectivity Services.
- 1.30 **“Regional Jet A/C”** means regional jet A/C contracted by Delta for Domestic flights with one or more Connection Carriers pursuant to a Regional Jet Contract.
- 1.31 **“Regional Jet Contract”** means the agreement between Delta and one or more Connection Carriers pursuant to which such Connection Carrier operates one or more Regional Jet A/C as a “Delta Connection” carrier for Delta, regardless of whether such Regional Jet A/C are owned by Delta, the Connection Carrier or a third party.
- 1.32 **“Regional Jet Fleet”** means the Initial Regional Jet Fleet and any other Regional Jet A/C on which the ABS Equipment is installed pursuant to this Agreement.
- 1.33 **“Regulatory Approvals”** means any regulatory approvals or permits of any national, federal, state or local governmental agency or authority, including without limitation STCs and any amendments or supplements thereto, any other FAA approvals or licensing requirements, any FCC approvals or licensing requirements, any requirements of applicable experimental licenses or permits (or renewals thereof) and applicable tariffs, if any, when issued, that are required for installation, operation, maintenance, modification or Deinstallation of the ABS Equipment and performance of the Services.
- 1.34 **“Removal”** or **“A/C Removal”** [***]
- 1.35 **“Retrofit A/C”** means one or more A/C retrofit with the ABS Equipment.
- 1.36 **“Service Levels”** means the Service Levels set forth in Exhibit B.
- 1.37 **“Services”** means the Connectivity Services, the Phase 2 Services and any other services to be provided by Aircell pursuant to this Agreement, including without limitation, services pertaining to maintenance, support, engineering, installation and Deinstallation of the ABS Equipment, and training in connection thereto.
- 1.38 **“Splash Page”** means the first web page of the Portal that a User will see on her laptop when the User connects to the Connectivity Services on a Retrofit A/C, which will be branded with Aircell Marks and Delta Marks as agreed.
- 1.39 **“Software”** means any operating or application software contained within the ABS Equipment as listed in Exhibit A-1 or A-2, any other software provided by Aircell to Delta under this Agreement, and any enhancements, modifications, updates, upgrades, fixes, workarounds, releases or other changes thereto provided or to be provided by Aircell under this Agreement. The term “Software” shall include its Documentation.
- 1.40 **“SOW”** means a written document, signed by the parties, that describes services to be performed by Aircell under this Agreement and contains other terms and conditions agreed by the parties with respect to the services described therein.
- 1.41 **“Sponsorship”** means an arrangement in which a third party pays a negotiated amount to Aircell and in consideration of such payment Aircell offers free or discounted Connectivity Service to passengers on one or more Retrofit A/C and advertises such service as being sponsored by the third party.

- 1.42 “**Sponsorship Revenue**” means the amount paid by a third party to Aircell in connection with a Sponsorship.
- 1.43 “**System**” means the group of independent but interrelated software and hardware (including A/C interfaces) that are networked together to provide the Connectivity Services to Users on board the Retrofit A/C and includes ground equipment and software operated by Aircell.
- 1.44 “**Take Rate**” means [***].
- 1.45 “**Trigger Date**” means, for an Equipment Type [***].
- 1.46 “**User**” means an individual passenger who uses an electronic device to access the Connectivity Services on a Retrofit A/C.
- 1.47 “**VIP Charter A/C**” means the eight Airbus A319 A/C listed on Exhibit C-3. For the purposes of clarification, the VIP Charter A/C: (A) are Mainline A/C and part of the Mainline Fleet, (B) do not comprise their own Equipment Type but are part of the Airbus Equipment Type; and (C) although previously owned by Northwest and acquired by Delta as a result of the Merger, shall not be considered part of the Northwest A/C for the purposes of this Agreement.

2. **OVERVIEW OF RELATIONSHIP**

- 2.1 **Scope.** This Agreement is for the installation and support of the ABS Equipment and Software and Aircell’s provision of the Connectivity Services to Users on board Retrofit A/C. This Agreement includes the following Exhibits, which are incorporated by reference herein:

Exhibit A — ABS Equipment

Exhibit B — Service Level Agreement

Exhibit C — Launch Plan

Exhibit D — Specifications

Exhibit E — Airworthiness Agreement

Exhibit F — System Definition Document (SDD) **Exhibit G** — Trademarks

Exhibit H — Marketing Plan

Exhibit I — Incremental Fuel Cost

- 2.2 **Initial Mainline Fleet.** Aircell shall initially lease to Delta such number of shipsets of the ABS Equipment as are required to install ABS Equipment on the Initial Mainline Fleet, and shall install such shipsets on the Initial Mainline Fleet. Consistent with the target installation dates set forth in Section 2.4, Aircell will use commercially reasonable efforts to have shipsets on dock for installation of the Initial Mainline Fleet according to the schedule set forth in Exhibit C-1 and Delta will use commercially reasonable efforts to make the A/C in the Initial Mainline Fleet available to Aircell for installation according to the schedule set forth in Exhibit C-1. [***]

2.3 **Merger and Other Fleet Additions.**

2.3.1 In addition, [***].

2.3.2 In addition, Aircell shall from time to time lease to Delta such number of shipsets of the ABS Equipment as are required to install the ABS Equipment on the Installable Additional Mainline A/C (as hereinafter defined), and shall install such shipsets on the Installable Additional Mainline A/C in accordance with Section 2.4. [***].

2.3.3 Aircell and Delta each acknowledges and agrees that, notwithstanding any other provision of this Agreement to the contrary, Aircell shall have no obligation to lease or sell to Delta and install any ABS Equipment on any A/C, [***]. For purposes of clarity, the parties agree that the preceding sentence applies to Mainline A/C and Regional Jet A/C. Notwithstanding anything to the contrary contained herein, with respect to A/C added by Delta to its operating Domestic fleet during the Term, Delta will use commercially reasonable efforts to negotiate its A/C financing documents and contractual commitments to allow installation of the ABS Equipment and not to prevent Delta from providing with respect to such A/C the representations, warranties and assurances required hereby.

2.3.4 Aircell and Delta each further acknowledges and agrees that certain Northwest A/C and Installable Additional Mainline Aircraft, as well as airline operations related thereto, may differ from the Initial Mainline Fleet and that such differences may substantially affect the necessary contractual arrangements between Aircell and Delta with respect thereto. The parties agree to negotiate in good faith such amendments to this Agreement as the parties agree are necessary in light of (a) the physical layout, electric wiring and electronic configuration of such A/C; (b) maintenance requirements and commitments with regard to such A/C; (c) network scheduling or routing of such A/C; or (d) solely with respect to any Northwest A/C, any other differences between Delta's and Northwest's operations, commitments, procedures, property or equipment.

2.3.5 [***]. Other aircraft manufacturer/model types of Regional Jet A/C may be included under this Agreement by mutual agreement of the parties.

2.3.6 [***].

2.4 **Time Frame for Installation.** [***] The parties will work together to develop an installation schedule for the Mainline Fleet in agreed upon Exhibits C-1, C-2 and C-3 and agree upon such other requirements as are necessary to deliver and install the ABS Equipment on the DC9 A/C, the Regional Jet Fleet, the VIP Charter A/C and any Additional Equipment Types, with details to be set forth in agreed upon Exhibits C-3 et seq. With respect to the Initial Regional Jet Fleet, [***].

3. **ABS EQUIPMENT**

3.1 **ABS Equipment for Installation on Mainline Fleet.** [***].

3.2 **ABS Equipment for Installation on Regional Jet Fleet and VIP Charter A/C.** [***].

3.3 **Treatment.** Delta will be responsible for physical loss of or damage done to the Leased ABS Equipment while in the possession or control of Delta, normal wear and tear excepted. The cost to replace Components shall be as set forth in Exhibit A-1 or Exhibit A-2, as applicable. [***]. Delta agrees that: (i) the Leased ABS Equipment shall remain the property of Aircell and Delta shall have no right, title or interest in the Leased ABS Equipment except as specifically provided in this Agreement; (ii) Delta will not permit to exist any mortgage, security interest, lien, encumbrance or claim against the Leased ABS Equipment, title thereto, or any interest therein, including any interest that prevents Deinstallation of the Leased ABS Equipment, and will promptly, at its own expense, take such action as may be necessary to discharge any such mortgage, security interest, lien, encumbrance or claim against the Leased ABS Equipment, title thereto, or any interest therein, if it arises by or through Delta; (iii) Delta will not make any alterations to the Leased ABS Equipment or the Purchased ABS Equipment without Aircell's prior written consent; and (iv) Delta will not remove any Leased ABS Equipment or Purchased ABS Equipment from the Retrofit A/C on which it is installed without Aircell's prior written approval, unless Aircell fails to Deinstall it as required under Section 3.8. Delta shall consent (without delay) to any reasonable and customary notice filing by Aircell under the Uniform Commercial Code to protect Aircell's rights in the Leased ABS Equipment as provided herein.

- 3.4 **Specifications.** The ABS Equipment and Software will be built and maintained to meet the functional, performance, operational, compatibility and other specifications and technical requirements described in the applicable Documentation, as more fully set forth in Exhibit D, which may be revised from time to time by mutual agreement as required to obtain Certification or to provide the Connectivity Services in accordance with the terms of this Agreement (the “**Specifications**”). Notwithstanding anything to the contrary contained herein, in the event that Aircell requests Delta’s approval of revised Specifications in order to obtain Certification, Delta’s approval will not be unreasonably withheld. [***]. The ABS Equipment shall function as an integral component of the System in accordance with the Specifications.
- 3.5 **Documentation and Software.**
- 3.5.1 **Connectivity Services Documentation.** Aircell shall provide documents, operating and user manuals, training materials, product descriptions, guides, drawings, Specifications and other information (the “**Documentation**”) that are referenced by Delta’s FAA approved maintenance program or Delta otherwise reasonably requests or requires.
- 3.5.2 **License and Restrictions.** During the Term and subject to the terms of this Agreement, Delta shall have the non-exclusive, royalty-free right to use the Software as embedded in the ABS Equipment, and use and duplicate the Documentation, solely as necessary to test and use the ABS Equipment on the Retrofit A/C in connection with the Connectivity Services. Delta shall not modify, alter or reproduce the Software, Documentation or similar items provided by Aircell to Delta, nor remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included therein, nor reverse engineer, decompile or disassemble the Software, without Aircell’s prior written consent.
- 3.5.3 **Third Party Documentation.** As soon as practical following the execution of the Original Agreement (with respect to the A/C listed on Exhibits C-1 and C-2) and the Restatement Effective Date (with respect to the A/C listed on Exhibit C-3), Aircell shall request all necessary technical documentation from the manufacturer and/or designer of components of the Retrofit A/C with which the ABS Equipment and Software will interface, including but not limited to, aircraft wiring data (“**Third Party Documentation**”). Aircell shall enter into such confidentiality agreements as are reasonably required by such manufacturer and/or designer in order to obtain such documentation. In the event that Aircell is not successful in obtaining the Third Party Documentation and such event may adversely impact the Program schedule, Aircell shall promptly notify Delta and Delta will provide reasonable assistance to Aircell in obtaining such documentation at no cost to Aircell if possible. If despite such efforts payment is required for the Third Party Documentation, such costs will be borne by Aircell.
- 3.5.4 **No Other License.** The terms of this Agreement shall govern the use of the Software and Documentation and any other terms or conditions of any license agreements delivered in or with the ABS Equipment shall be void and of no effect.
- 3.6 **Certification.** [***].
- 3.7 **Installation.** An installation test plan (the “**Installation Test Plan**”) will be developed by Aircell and provided to Delta for approval, which approval will not be unreasonably withheld. Aircell shall use reasonable commercial efforts to deliver the Installation Test Plan to Delta not later than thirty (30) days prior to the installation of the ABS Equipment on the A/C. Installation shall be deemed to be complete at such time as appropriate entries have been made by authorized Aircell and Delta personnel in the maintenance log book for such A/C certifying that the ABS Equipment has passed such Installation Test Plan and the installation was made in accordance with all Regulatory Approvals. Compliance with the Installation Test Plan shall not be deemed a waiver of any warranty or other rights provided for in this Agreement.

- 3.8 **Deinstallation.** [***].
- 3.9 **Liquidated Damages.** [***].
- 3.10 **Validation of Installation Schedule.** In order to provide an opportunity for Delta to validate Aircell's proposed installation schedule, [***].
- 3.11 **Purchase Orders for Purchased ABS Equipment.** Delta will place purchase orders ("**Purchase Orders**") with Aircell via confirmed facsimile or electronic transmission for the Purchased ABS Equipment specifying (a) the quantity of units of each shipset and/or Component ordered; (b) the per unit price for each shipset and/or Component; (c) requested delivery dates; (d) point of delivery ("**Designated Destination**"); (e) the A/C on which the Purchased ABS Equipment will be installed; (f) any special requirements relating to the order; and (g) a Purchase Order number and date. In the event a Purchase Order contains additional or different terms and conditions than those set forth herein, the terms and conditions of this Agreement shall control, notwithstanding a statement to the contrary therein. All Purchase Orders for Purchased ABS Equipment and/or Software shall reference this Agreement.
- 3.11.1 **Order Acceptance.** Within five (5) business days after Aircell's receipt of a Purchase Order for Purchased ABS Equipment, Aircell will acknowledge receipt, and either (a) accept it by (i) signing the Purchase Order in the space provided thereon and returning it to Delta via return mail or confirmed facsimile, or (ii) (in the case of e-mail transmissions) by sending an electronic acknowledgement of acceptance, or (b) reject the Purchase Order in writing, providing reasons for such rejection, via the same methods permitted for acceptance. Aircell will accept all Purchase Orders that specify delivery dates consistent with the applicable Lead Time for the Purchased ABS Equipment ordered as set forth in Exhibit A.
- 3.11.2 **Lead Times.** Lead Times for the Purchased ABS Equipment are as set forth in Exhibit A, which Lead Times may be revised by mutual agreement of the Parties from time to time or for reasons beyond Aircell's reasonable control.
- 3.11.3 **Cancellation Charges.** If Delta cancels a Purchase Order, in whole or in part, there will be no cancellation charges imposed by Aircell if Delta provides written notice of cancellation at least [***] prior to the scheduled delivery date. For canceled Purchase Orders as to which Delta fails to provide such timely notice, (i) Aircell will use commercially reasonable efforts to dispose of the Components acquired by Aircell to fulfill the cancelled portion of such Purchase Order (the "**Excess Components**") in a manner that mitigates liability for such Excess Components to the extent reasonably possible and (ii) if, within [***] after the date of cancellation, despite such efforts, Aircell is unable to dispose of the Excess Components, Delta will reimburse Aircell for (A) the actual costs paid by Aircell for the remaining Excess Components; and (B) any restocking fees actually charged by suppliers for return of Excess Components. Delta shall own and retain title to any Components for which it has paid Aircell in full.
- 3.12 **Packing, Shipping and Delivery of Purchased ABS Equipment**
- 3.12.1 **Packing and Marking.** Aircell shall affix to each shipset some marking that displays the model number, serial number (if applicable) and date of final assembly thereof. With each, Aircell will include a packing list indicating the Purchased ABS Equipment contained in such shipment by serial number and listing the date of shipment, and (a) the quantity of units of each shipset and/or Component; (b) the per unit price for each shipset and/or Component; (c) requested delivery dates; (d) Designated Destination; (e) the A/C on which the Purchased ABS Equipment will be installed; (f) any special requirements relating to the order; and (g) a Purchase Order number and date. Kits shall include Component part numbers. Equipment that is not serial number tracked shall be designated, on the packing list, by description and quantity.

3.12.2 **Shipping.** All shipments will be made FOB Destination, Freight Collect. Title and risk of loss shall pass from Aircell to Delta when Aircell delivers the shipment to the shipping carrier. Delta shall be responsible for (and shall provide Aircell with proof of) insurance coverage on the Shipsets shipped, and shall pay freight costs (which shall be included on the invoice) associated with shipping the shipsets to the Designated Destination.

3.13 **Inspection and Acceptance of Purchased ABS Equipment**

3.13.1 **Inspection and Acceptance.** Upon receipt of the equipment at the Designated Destination, Delta shall visually inspect the Purchased ABS Equipment to ensure receipt of all Components in a physically undamaged condition. Delta shall notify Aircell of any discrepancies therein within thirty (30) days following receipt thereof. Unless Delta notifies Aircell of a discrepancy within such period, Delta's acceptance of any Purchased ABS Equipment and/or Software shall be deemed to have been made upon receipt. Nothing herein shall, however, be construed to limit the warranty provisions of this Agreement.

3.13.2 **Remedies.** Unless otherwise agreed, Delta agrees to ship any uninstalled defective Purchased ABS Equipment to Aircell, at Aircell's sole risk and expense, in accordance with a mutually agreed upon process. For returned Purchased ABS Equipment, Delta shall include on the outside packaging a return materials authorization ("**RMA**") number to be obtained by Delta from Aircell. Aircell will issue Delta the RMA number within five (5) business days of the receipt of such request from Delta. Aircell will, at its option and cost, promptly repair the nonconformities or replace the nonconforming Purchased ABS Equipment as expeditiously as possible.

4. **DESIGN CHANGES**

4.1 **Mandatory Changes.** In the event Aircell must change the Specifications to help correct a safety or reliability problem, to obtain or maintain FAA Certification, or to ensure conformance with any applicable law or regulation ("**Mandatory Change**"), Aircell will immediately submit a Design Change Form to Delta identifying the consequences of implementing such Mandatory Change, including (i) proposed changes to the ABS Equipment and/or Software; and (ii) the amount of time required to implement such change. Upon Delta's approval, which will not be unreasonably withheld or delayed, Aircell will at its expense promptly make the agreed upon change and complete all other requisite work as appropriate and in all ABS Equipment not yet shipped to Delta. The applicable Specifications shall be construed as incorporating the Mandatory Change.

4.2 **Improvements.** Aircell may from time to time upgrade or improve the System to employ EVDO, Rev B or comparable technology or to otherwise enhance the functionality and/or reliability of the Connectivity Services and the user's experience. [***]. For purposes of clarification, the parties acknowledge and agree that this Section does not apply to Phase 2 Services unless the parties so agree. Aircell will not offer any such additional service on A/C until the revenue sharing and other terms related to such service are agreed upon by the parties

5. **SERVICES**

5.1 **Aircell to Provide.** Aircell shall provide the Services described in this Section under the terms and conditions of this Agreement. Aircell agrees to furnish all labor, supervision, tools, equipment, parts and materials required to perform the Services. Aircell shall perform the Services in a good and workmanlike manner, with due professional care, in accordance with the schedules and other performance metrics and criteria set forth herein and any SOW hereunder.

5.2 ABS Equipment-Related Services

5.2.1 Installation and Launch.

- 5.2.1.1 **Mainline Fleet.** Exhibits C-1 and C-2 list the Installation Site, Delivery Date, Delivery Location, Retrofit Start and Retrofit End dates (“**Installation Details**”) for each tail number of the Initial Mainline Fleet and the Northwest A/C to be retrofitted with the Leased ABS Equipment. [***].
- 5.2.1.2 **Initial Regional Jet Fleet and VIP Charter A/C.** Exhibit C-3 lists the Installation Details for each tail number of the Initial Regional Jet Fleet and the VIP Charter A/C to be retrofitted with the Purchased ABS Equipment. [***].
- 5.2.1.3 **Additional Equipment Types.** For any Additional Equipment Types, the parties will mutually agree upon the Installation Details, and set them forth in Exhibits C-4 et seq. Aircell will provide such installation, training and support services for the ABS Equipment installed on A/C in the Additional Equipment Types as described in Section 5.2.2, depending upon whether such Additional Equipment Types are Mainline A/C or Regional Jet A/C.

5.2.2 Ongoing Maintenance, Training and Support. [***].

5.2.3 Certification. [***].

5.2.4 Connection Carriers. Aircell acknowledges, understands and agrees that: (A) Delta does not operate Regional Jet A/C but instead contracts with Connection Carriers that operate Regional Jet A/C; (B) the Purchased ABS Equipment may be installed on Regional Jet A/C owned or leased by Delta, owned by a Connection Carrier or leased by a Connection Carrier from Delta or third parties; (C) it will be necessary for Aircell to coordinate directly with each of the Connection Carriers for installation, maintenance, training, support and Deinstallation of the Purchased ABS Equipment at the Connection Carriers’ respective facilities; (D) the rights of Delta to maintenance, training, support and Deinstallation shall extend to Connection Carriers with respect to ABS Equipment installed on their A/C; and (E) upon the sale, assignment or other transfer of an A/C in the Regional Jet Fleet to a carrier that is not a Connection Carrier, at either party’s request Delta and Aircell will negotiate in good faith for an alternative to Deinstallation of such A/C.

5.3 Connectivity Services.

5.3.1 Description. As of the date of this Agreement, a System Definition Document (“**SDD**”) that defines the required functionality of the Connectivity Services, as well as the ABS Equipment and Software within the System, is incorporated into this Agreement as Exhibit F. At Launch, Aircell will offer in-flight wireless Internet connectivity for passengers’ laptop computers and personal electronic devices (“**PEDs**”) with Wi-Fi capability, using Aircell’s air-to-ground network and wireless access points installed on the A/C. Initial Connectivity Services will include email, instant messaging, text messaging, access to virtual private networks, and internet browsing.

5.3.2 IFE and Passenger Voice Communication. [***]

5.3.3 Service Levels. Aircell will provide the ABS Equipment and Connectivity Services in accordance with the Service Levels.

5.3.4 User Fees. The initial price to be paid by Users of the Connectivity Services (the “**User Fee**”) will be determined by Aircell. If either party wishes to change the User Fee, Aircell will share with Delta such research and other information relevant to such User Fee as Delta reasonably requests (subject to Aircell’s obligations under confidentiality agreements), and Aircell and Delta will collaboratively review such information and work together in good faith to agree upon pricing. In the event that the parties cannot agree within 45 days after all such information has been provided by Aircell, Aircell will make the determination so as to accommodate Delta’s expressed concerns as closely as possible,

but in no event shall the resulting pricing on Delta Mainline A/C or any Regional Jet A/C be higher than that offered by Aircell on mainline or regional aircraft, as applicable, operated by another airline. User Fee determinations will in all instances be made with the goal of maximizing gross revenue from Connectivity Services and passenger satisfaction. Aircell will be responsible for all User care, support and billing, as well as authentication, authorization, credit card processing and accounting related to the Connectivity Services.

- 5.3.5 **PCI Compliance.** Aircell shall comply with and shall have a program to assure Aircell's continued compliance with, or enter into an agreement with a third party provider of payment processing services that requires compliance with, the Payment Card Industry Data Security Standards (PCI DSS) published by the PCI Security Standards Council, as the PCI DSS may be amended, supplemented, or replaced from time to time, and as applicable to the transactions processed via the Connectivity Services. Aircell shall report in writing to Delta, at a minimum annually, proof of such compliance with the PCI DSS. If Aircell becomes aware that Aircell or its service provider is not, or will not likely be, in compliance with PCI DSS for any reason, Aircell will promptly report in writing to Delta the non-compliance or likely non-compliance.
- 5.4 **VOIP and Other Prohibited Applications.** Within five business days following any date on which Aircell becomes aware that Users are using Voice over Internet Protocol, Internet telephony or similar services ("**VOIP**") through the Connectivity Services on Retrofit A/C, provided it is feasible to do so on a commercially reasonable basis and does not materially deteriorate the User experience or Service Levels, Aircell will at its expense either revise the System to block the method for such VOIP use of which Aircell is aware, or develop and present to Delta a plan and timetable for blocking such VOIP use as expeditiously as is possible. In the event that Delta requests that Aircell block other applications or websites, to the extent it is technically feasible and does not materially deteriorate the User experience or Service Levels, Aircell will, within a reasonable period following such request, develop and present to Delta a plan and timetable for blocking such applications and/or websites as well as an estimate of associated costs. Delta will reimburse Aircell for the reasonable expense of developing such a plan. Notwithstanding anything to the contrary contained herein, (i) Aircell shall not be required to block any application (including VOIP) or website if Aircell reasonably believes that such blocking could cause Aircell to violate the Communications Act of 1934, any rule or regulation promulgated by the FCC or any other law, rule or regulation applicable to Aircell or its business; and (ii) Delta shall be solely responsible for determining what applications (other than VOIP) and/or websites are to be blocked.
- 5.5 **Phase 2 Services.** Aircell also intends to derive revenue from advertising, entertainment, promotional and other services made possible by ABS Equipment installed on Delta aircraft (the "**Phase 2 Services**"). [***].
- 5.6 **Data.** Data in the System will not be collected, transported, stored or delivered using any Delta hardware, software, equipment or other devices, and Delta will not have access to or control over the data. As between the parties, Aircell shall be solely responsible for the proper collection, processing, storage, transport, use and delivery of all data input into the System by Users, internet service providers or other third parties.
- 5.7 **Statements of Work.** For any other Services not described herein that Aircell is to perform pursuant to this Agreement, the parties will enter into an SOW. No SOW will be effective unless and until signed by both parties.

6. **DELTA OBLIGATIONS**

- 6.1 **Fleet Availability.** Delta agrees to make A/C available to Aircell at Delta facilities at such times consistent with Delta's maintenance programs and network requirements as Aircell reasonably requests for purposes of installation/Deinstallation, testing and non-routine maintenance. Delta agrees to make the Initial Mainline Fleet, the Initial Regional Jet Fleet and the VIP Charter A/C available for installation of the ABS Equipment, and testing and Certification of the ABS

Equipment and Connectivity Services, in accordance with the schedules set forth in Exhibits C-1 and C-3; and, if and as applicable, Delta will make the Northwest A/C and any Additional Equipment Types available in accordance with the schedule(s) set forth in Exhibits C-2 and C-4 et seq. If a Retrofit A/C survey is desired by Aircell, Aircell will provide Delta with at least fourteen (14) days prior notice of its desire to perform such aircraft survey. If fourteen (14) days prior notice is not practical under the circumstances, Delta will use its best efforts to accommodate Aircell.

- 6.2 **Compliance with Laws and Certification.** Aircell shall comply, and shall cause the Connectivity Services to comply, with all applicable laws and regulations, including without limitation, CALEA (Communications Assistance for Law Enforcement Act), and Delta will cooperate with Aircell, at no charge other than out-of-pocket expenses, in all manner reasonably necessary for Aircell to do so. Delta will also provide Aircell, at no charge, with access to the Retrofit A/C and such assistance as Aircell reasonably requests to obtain and maintain Certification of the ABS Equipment and Connectivity Services, provided such access shall not unreasonably interfere with Delta's operations.
- 6.3 **Engineering.** Delta will make engineering resources reasonably available to Aircell on an agreed-upon schedule to assist with technical A/C and cabin surveys and provide information on existing A/C systems and design-for-maintenance knowledge.
- 6.4 **Connectivity Services Availability.** Delta agrees to have the ABS Equipment turned on and available at all times (except when turned off by the flight crew for safety reasons) for all passengers on board Retrofit A/C on all commercial flights within Aircell's network service area; provided, [***].
- 6.5 **Information Sharing.** Delta will provide Aircell with information regarding its Load Factor no less frequently than monthly, as well as such additional information as Aircell reasonably requests and Delta can reasonably provide (subject to third party confidentiality obligations) to improve passenger use of the Connectivity Services and revenue generation.
- 6.6 **Cabin Crew.** Delta will monitor in-service feedback from cabin crew on Retrofit A/C with regard to System performance and workload impact of the Connectivity Services. If Delta reasonably determines that the Connectivity Services create a materially increased burden for cabin crew, Delta will notify Aircell in writing and identify with specificity the nature and frequency of any problems reported. Following such notice, Delta and Aircell will mutually determine a plan to remediate the identified issues, which plan may include, without limitation, [***], improved online User support and review of passenger instructions and collateral materials. The costs of the remediation program will be borne by Aircell.

7. JOINT MARKETING

- 7.1 **Initiatives.** The parties will cooperate in developing and implementing joint and separate initiatives to market, promote and advertise the Connectivity Services. A recent presentation by Aircell regarding proposed initiatives is attached hereto as Exhibit H. A marketing team consisting of representatives of both parties will work together in good faith to agree upon an initial marketing plan based upon Exhibit H within 30 days following the execution of this Agreement and will meet at least quarterly thereafter to review proposed initiatives and update the plan by mutual agreement. Each such plan (the "**Marketing Plan**") will set forth the initiatives to be undertaken in the subsequent three months (or such other period on which the joint marketing team agrees), as well as the schedule and amounts budgeted for implementation of such initiatives. [***]. Neither the approval of the initial Marketing Plan nor any revision or update thereto will require an amendment to this Agreement. Neither party will undertake any material promotion without obtaining the written approval of the other party (the term "promotion" for this purpose including, without limitation, offering Connectivity Services for free or at discounted test or promotional rates).
- 7.2 **Press Release.** In connection with this Agreement, Aircell and Delta will agree upon and issue one or more press releases regarding their planned introduction of Connectivity Services on A/C.

- 7.3 **Connectivity Services Certificates.** [***]. Notwithstanding anything to the contrary contained herein, any material use of Connectivity Services Certificates by Delta must be agreed to by Aircell as contemplated by Section 7.1.
- 7.4 **Promotions.** In addition to general promotion of the Connectivity Services, Aircell and Delta will work together to develop promotional plans targeted at Delta's premium passengers and other targeted groups. [***].
- 7.5 **Portal Advertising.** The parties will cooperate in identifying and pursuing advertising opportunities on the Portal. Aircell acknowledges the importance to Delta of its existing relationships with certain potential advertisers and agrees to work with Delta to identify key Delta partners as well as key competitors of Delta and such partners, who will be prevented from advertising on the Portal shown to Delta passengers. Aircell and Delta will cooperate to develop a corporate marketing and distribution strategy targeted at key Delta corporate accounts in Delta's targeted markets.
- 7.6 **Splash Page.** The design and content of the Splash Page shall be [***].

8. **PROJECT ADMINISTRATION**

- 8.1 **Program Managers.** Aircell and Delta will each provide a dedicated program manager and such other human resources, including resources onsite at certain locations at certain times, as may reasonably be required to achieve the Program plan and schedule.
- 8.2 **Meetings.** The parties agree to participate in regular meetings with the appropriate personnel. Unless otherwise mutually agreed, Program reviews will be held every month during the installation of the ABS Equipment and Software.
- 8.3 **Cooperation.** The parties shall cooperate with one another in connection with the Program, including, without limitation, by providing the other with reasonable and timely access to appropriate and accurate data (without independent verification thereof), information and personnel. Each party shall be responsible for, and shall use reasonable commercial efforts to remedy, its own failure in such regard.
- 8.4 **Program Reports.** The parties will provide Program reports ("**Reports**") to one another on a regular basis to keep one another informed of the status of the Program and the Services in a timely manner. The parties will mutually agree upon the information to be included in, and format of, the Reports. Until the later of March 31, 2009, or such time as the ABS Equipment is installed and operating on Mainline A/C constituting at least 25% of the first installed Equipment Type, Aircell will provide Delta with such data and other information pertaining to Aircell's performance on other airlines and other metrics as are sufficient to allow Delta to determine whether the ABS Equipment when installed will comply with the Service Levels; provided, however, that Aircell will have no obligation to provide any information to Delta where doing so would cause Aircell to violate a third party confidentiality agreement. Delta and Aircell will mutually determine the specific format of the information to be provided. If at any time prior to or during the installation of the ABS Equipment for an Equipment Type, Delta reasonably determines from Aircell's and its own data that the ABS Equipment for such Equipment Type will not substantially comply with the Service Levels if installed on the schedule agreed upon by the parties, Delta will at Aircell's request agree to extend the schedule by written consent to provide Aircell with time to improve performance to comply with the Service Levels, and Aircell will at Delta's request suspend installation of the ABS Equipment on such Equipment Type. In such event, Aircell will use its best efforts to determine the cause or causes of such underperformance, present to Delta a remediation plan, and improve performance so that the ABS Equipment will comply with the Service Levels, but in no event will Aircell take more than 30 days to present its plan or more than an additional 90 days to demonstrate to Delta's reasonable satisfaction that the ABS Equipment when installed will substantially comply with the Service Levels. In the event that Aircell fails to do so, Delta may terminate this Agreement.

8.5 **Employees and Subcontractors of Aircell**

- 8.5.1 Aircell may utilize the services of subcontractors in the provision of the ABS Equipment or performance of the Services. Aircell's engagement of subcontractors will not relieve Aircell of its responsibility and obligation under this Agreement to perform fully in accordance with its terms.
- 8.5.2 Aircell shall provide the names and job responsibilities of all applicable individuals providing installation support or other Services on Delta's aircraft or premises, whether employees, subcontractors or employees of subcontractors. Notwithstanding anything in this Agreement to the contrary, all personnel providing any of the Services under this Agreement on behalf of Aircell, whether employees, subcontractors or employees of subcontractors, shall comply with Delta's technical operations policies and procedures, a copy of the relevant portions of which Delta shall provide to Aircell in advance.
- 8.5.3 Aircell shall pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for and on account of unemployment compensation, disability insurance, old age pension, or annuities, and all similar payments or contributions now or hereafter imposed by any Federal, state, or local governmental authority, with respect to or measured by wages, salaries, or other compensation paid by Aircell to persons employed or retained by Aircell or its contractors; and Aircell further agrees to indemnify and save Delta and its Affiliates harmless from and against any and all such liability or claims.
- 8.5.4 All Services shall be furnished by Aircell as an independent contractor. Subject to Sections 8.5.5 and 8.5.6, Aircell shall determine how to staff the Services under this Agreement. Under no circumstance shall any Aircell personnel utilized by Aircell to perform the Services be deemed employees of Delta. Delta and Aircell are not joint employers for any purpose under this Agreement.
- 8.5.5 If any of the individuals whose names have been provided to Delta under Section 8.5.2 of this Agreement appears on the Transportation Security Administration Watchlist, Aircell shall, upon written notice of Delta, promptly remove the individual from performing Services on the A/C.
- 8.5.6 All individuals providing installation/Deinstallation support or other Services on Delta's aircraft or premises shall comply with the airworthiness requirements set forth in Exhibit E. If any such individual is unacceptable to Delta for any lawful, commercially-reasonable reason, Delta shall notify Aircell in writing and Aircell shall promptly remove the named individual from performing such work or Services. Aircell shall, if requested by Delta, promptly provide a replacement with equal or better qualifications and skills to continue such work or Services at no increase in cost to Delta, within an agreed upon time.

- 8.6 **Work on Delta's Premises; Safety; Security**. To the extent that any Services are performed on Delta's premises, Aircell shall conduct the Services in such a manner that the work does not unreasonably interfere with the operation of other Delta business conducted on the premises. Aircell shall confine all equipment, apparatus, materials and operations to limits reasonably indicated by the proper representative of Delta and Aircell shall not unnecessarily encumber the premises with materials. Aircell shall strictly comply with all of Delta's work and safety rules, as communicated to Aircell by Delta from time to time, and as the same may be updated and amended by Delta from time to time and communicated to Aircell. By requiring compliance therewith, Delta does not assume, abrogate, or undertake to discharge any duty or responsibility of Aircell to its employees and its subcontractors' employees or other person. Aircell is solely responsible for ensuring that its employees, its subcontractors, and their subcontractors and employees will perform all Services in a safe manner and in accordance with all applicable safety laws and regulations, including without limitation the FAA's substance abuse policies. Aircell and all individuals performing Services on Aircell's behalf, whether employees, subcontractors or employees of subcontractors, shall fully comply, at Aircell's expense, with any applicable security rules or procedures of any airport or authorities or governmental authorities, including the acquisition and display of any required badges, other credentials or security clearances.

9. **FEES**

9.1 **Revenue Share for Connectivity Services.** [***].

9.2 **Sponsorships.** For any Sponsorship conducted on one or more Retrofit A/C [***].

9.2.1 **Adjustments.** [***].

9.2.2 **No Other Obligation.** [***]

9.3 **Revenue Thresholds.**

<u>EQUIPMENT TYPE</u>	<u>REVENUE THRESHOLD</u>
MD	[***]
Delta 7x7	[***]
Airbus	[***]
NW 75x	[***]
DC9s	[***]

9.4 **Incremental Revenue.** [***].

[***]

[***]

9.5 **Advertising Revenue.** [***]. As used herein, the term “Advertising Revenue” means amounts paid to Aircell or Delta by third parties in exchange for the placement of advertisements on the Portal, less any refunds or credits; provided, however, that Advertising Revenue shall not include any Sponsorship Revenue.

9.6 **Reimbursement of Delta Costs.** [***].

9.7 **Invoices and Payment.** All amounts shall be payable in U.S. Dollars and paid, either via credit or by wire transfer or electronic payment through the Automated Clearing House, to Delta’s depository bank at the following address:

Bank Name	[***]
Location	[***]
Account Name	[***]
Account Number	[***]
ABA Number	[***]
Reference	[Aircell to add the appropriate payment reference information]

9.7.1 **By Delta.** Payment by Delta for Purchased ABS Equipment shall be made net forty-five (45) days from the date of issuance of Aircell’s invoice therefor, which shall not precede shipment of the Purchased ABS Equipment. Payment by Delta for Connectivity Services Certificates and any Services shall be made net forty-five (45) days from the date of issuance of Aircell’s invoice therefor, which date shall be noted thereon. In the event that Delta in good faith disputes any invoiced amount(s), then within forty-five (45) days following issuance of the invoice, Delta will notify Aircell in writing of the disputed amount(s) and submit payment for all undisputed amounts in accordance with this Section 9.7.1, and Delta’s nonpayment of such disputed amounts pending resolution will not constitute a breach by Delta of this Agreement. The unpaid disputed amount(s) will be resolved by mutual negotiations of the parties. Invoices to Delta hereunder shall be sent by Aircell using Delta’s electronic invoicing system. [***].

9.7.2 **By Aircell.** [***]. Invoices to Aircell for the Delta Revenue Share earned hereunder should be sent by Delta to the following address:

Aircell LLC
Attn: Accounts Receivable
1250 N. Arlington Heights Road, Suite 500
Itasca IL 60143

9.8 **Taxes.** “Tax” or, collectively, “Taxes,” means any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, capital, net worth, sales, use and occupation, and value added, ad valorem, transfer, franchise, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts. Aircell shall pay, and hereby accepts full and exclusive liability for the payment of Taxes levied, imposed or assessed in connection with the performance of this Agreement, including, but not limited to, any Taxes upon the provision of Services and any Taxes upon the delivery, ownership, use, possession or return of the ABS Equipment, and Aircell shall indemnify and save Delta and its Affiliates harmless from and against any such Taxes, whether imposed upon Delta or Aircell. Notwithstanding the foregoing, however, Aircell shall not be liable for any Taxes upon the Delta Revenue Share, which shall be Delta’s sole responsibility.

9.9 [***].

9.10 **Audit.**

9.10.1 **By Delta.** Aircell shall keep full and accurate records in connection with providing the ABS Equipment, Software and Services and shall make each such record available for audit by Delta for a period of [***] years from the date on which the record is created; provided, however, such auditor shall not be entitled to access to any information that Aircell may not disclose pursuant to confidentiality obligations to any third party. The audit, for purposes of certifying Aircell’s compliance with the terms of this Agreement, may be conducted no more than once per year upon reasonable advance written notice and in a manner that minimizes disruption of Aircell’s business, at Delta’s expense by a leading public accounting firm appointed by Delta, and approved by Aircell. Any such auditor shall agree, in a writing satisfactory to Aircell, to maintain the confidentiality of all information disclosed pursuant to such audit.

9.10.2 **By Aircell.** Delta shall keep full and accurate records related to installation and repair of all ABS Equipment by Delta and shall make each such record available for audit by Aircell for a period of [***] years from the date on which the record is created. Aircell will have the right to appoint, at its own expense, a leading public accounting firm, approved by Delta, to conduct an annual review of such records and certify Delta’s compliance with the terms of this Agreement. Any such auditor shall agree, in a writing satisfactory to Delta, to maintain the confidentiality of all information disclosed pursuant to such audit.

10. **WARRANTY**

10.1 **Each Party.** Each party hereby represents and warrants to the other party the following:

10.1.1 Such party is duly organized and validly existing and has the power and authority to execute and deliver, and to perform its obligations under this Agreement.

- 10.1.2 Such party's execution and delivery of this Agreement and performance of its obligations hereunder have been and remain duly authorized by all necessary action, do not require any approval or consent of equityholders (or if such approval is required, such approval has been obtained), do not require the approval or consent of any court or governmental agency or authority other than as specifically provided herein, and do not contravene any provision of its certificate of incorporation or by-laws (or equivalent documents) or any law, regulation or contractual restriction binding on or affecting it or its property except as expressly set forth herein.
- 10.1.3 This Agreement is such party's legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).
- 10.2 **Aircell.** Aircell warrants that, at all times during the Term:
- 10.2.1 All ABS Equipment and Software provided hereunder will be new unless otherwise specified, be free from all liens or encumbrances granted or created by Aircell, be free from material defects in material, workmanship and design, and be designed for use in the A/C environment, including selection of materials and process of manufacture.
- 10.2.2 The ABS Equipment and Software provided hereunder will substantially conform to and operate in accordance with the Specifications, provided that such warranty will apply only during the Warranty Period with respect to the Regional Jet Fleet.
- 10.2.3 The System will comply with all applicable laws, rules and regulations, including without limitation, all Federal Aviation Administration ("FAA") orders or regulations and those of any other United States regulatory agency or body having jurisdiction over the System.
- 10.2.4 Aircell possesses (or will obtain) all Regulatory Approvals required to operate the System and perform the Services.
- 10.2.5 Aircell will use commercially reasonable efforts to comply with the Service Levels.
- 10.2.6 The Services will be performed in a professional and workman-like manner consistent with industry standards, and the personnel used to provide the Services are properly licensed and qualified and have the skill, experience and knowledge necessary to carry out the tasks allocated to them.
- 10.3 **Conditions.** As soon as practicable after learning of any loss or damage of the ABS Equipment and subject to Delta's damage reporting procedures (a copy of which procedures shall be provided to Aircell prior to execution of this Agreement), Delta will provide Aircell full details thereof. The warranties set forth in Section 10.2 shall not apply in the event the ABS Equipment or Software has been subjected to misuse, neglect or accident, or has been modified or tampered with by any party other than Aircell, its service providers, or (if and to the extent authorized by Aircell) Delta.
- 10.4 **Remedies.** In the event of a breach of Section 10.2, Aircell agrees to re-perform the Services which gave rise to the breach at its own expense. If the breach is caused by defective ABS Equipment, Aircell will remove and repair or replace and reinstall the defective ABS Equipment as soon as reasonably possible so that the Connectivity Services meet the Service Levels. Provided the defective ABS Equipment was not damaged by a party other than Aircell or its service providers, Aircell shall pay all costs associated with the return, repair or replacement and re-installation thereof. This Section 10.4 sets forth Aircell's sole obligations, and Delta's sole and exclusive remedies, for any breach of the Warranties set forth in Section 10.2.
- 10.5 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AIRCELL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT WITH REGARD TO ANY EQUIPMENT, SERVICE OR MATERIALS PROVIDED UNDER THIS AGREEMENT.

10.6 **Warranties by Delta.** Except with respect to Excluded A/C, Delta represents and warrants that from and after (i) the Restatement Effective Date, with respect to the Initial Regional Jet Fleet and (ii) the date on which ABS Equipment is installed on any other Regional Jet A/C, Delta has authority to execute and deliver this Agreement and perform its obligations hereunder with respect to such Regional Jet A/C, and such execution, delivery and performance by Delta will not conflict with any provision of the applicable Regional Jet Contract not waived by Aircell with respect to such contract, or give rise to any lien or encumbrance on any Leased ABS Equipment thereunder or require the consent of any counterparty to any Regional Jet Contract.

11. **TERM AND TERMINATION**

11.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue (i) with respect to the Mainline Fleet for a period of [***] years from [***] and (ii) with respect to the Regional Jet Fleet for a period of [***] years from [***] in each case unless sooner terminated in accordance with its terms.

11.2 **Termination for Cause.**

11.2.1 Either party may elect to terminate this Agreement if:

11.2.1.1 The other party materially breaches its obligations under this Agreement and, if the breach is curable, fails to cure such breach within 60 days following receipt of notice of such breach; or

11.2.1.2 The other party files a voluntary petition in bankruptcy, is adjudicated as a bankrupt or insolvent, files any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for itself, makes any general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they become due, ceases doing business or ceases providing services necessary for operation of the System or the ABS Equipment; or

11.2.1.3 If a petition is filed against the other party seeking any reorganization, composition, readjustment, liquidation or similar relief for such party under any present or future statute, law or regulation, which petition remains undismissed or unstayed for an aggregate of thirty (30) days (whether or not consecutive), or if any trustee, receiver or liquidator of either party is appointed, which appointment remains unvacated or unstayed for an aggregate of thirty (30) days (whether or not consecutive); or

11.2.1.4 Any representation or warranty made by either party in Section 10 is incorrect at the time given in any material respect.

11.2.2 With respect to each Equipment Type in the Mainline Fleet, at any time after the first anniversary of the applicable Trigger Date for such Equipment Type, Delta may elect to terminate this Agreement with respect to such Equipment Type by providing 60 days advance written notice to Aircell if the average monthly Take Rate for such Equipment Type for any 12 months preceding such notice is less than [***]. Aircell will provide Delta with the number of passengers accessing the Connectivity Services on each flight segment. During the first year after the Trigger Date for each Equipment Type, Aircell will provide such information to Delta on a weekly basis, and thereafter on a monthly basis.

- 11.2.3 With respect to each Equipment Type in the Mainline Fleet, beginning on the first anniversary of the applicable Trigger Date for such Equipment Type, Delta may, within the first quarter of any calendar year, elect to terminate this Agreement with respect to such Equipment Type by providing 60 days advance written notice to Aircell if the Delta Connectivity Revenue Share for the preceding calendar year (including any revenues deducted by Aircell as set forth in Section 7.3) is less than [***] of Delta's incremental fuel cost (to be determined in accordance with Exhibit I) for such Equipment Type for such year resulting from (a) the incremental demonstrated drag, if any, associated with any antenna modifications or replacements made subsequent to initial installation of ABS Equipment on Retrofit A/C of such Equipment Type, and (b) weight of the installed ABS Equipment. If Delta elects to terminate this Agreement under this provision, Aircell will have the opportunity to cure by paying Delta an amount equal to the shortfall. Such payment will not be considered a payment for any other purpose.
- 11.2.4 With respect to each of Equipment Type in the Mainline Fleet, if at any time during the Term [***].
- 11.2.5 If (i) Aircell fails to meet the deadlines set forth in the penultimate sentence of Section 8.4 or (ii) the three conditions set forth in the last sentence of Section 3.10 are met, then Delta may elect to terminate this Agreement on 30 days prior written notice.
- 11.2.6 In the event Delta terminates this Agreement with respect to Retrofit A/C constituting 33% or more of the total Retrofit A/C in the Mainline Fleet (measured immediately prior to such termination) under the provisions of Section 11.2.2, 11.2.3 or 11.2.4, Delta may also terminate this Agreement with respect to the Regional Jet Fleet by providing 60 days advance written notice to Aircell.
- 11.3 **Effects of Termination.** Upon termination or expiration of this Agreement for any reason:
- 11.3.1 Any amounts owed to Aircell or Delta under this Agreement before such termination or expiration will be immediately due and payable;
- 11.3.2 All warranties and licenses set forth herein shall remain in full force and effect, subject to the terms and conditions set forth herein, and shall survive the termination or expiration of this Agreement for any reason;
- 11.3.3 Effective upon any termination of this Agreement other than by Aircell pursuant to Section 11.2.1, Aircell shall, in a commercially reasonable manner and subject to Delta's ongoing compliance with the terms and conditions of this Agreement, continue to provide the Connectivity Services for such period of time as Delta reasonably requests (the "**Termination Assistance Period**") and provide to Delta and any successor connectivity provider identified by Delta all reasonably requested non-confidential information and assistance to wind down the Program and remove the ABS Equipment from the Retrofit A/C in a manner that provides the least reasonably possible adverse effect on Delta. [***].
- 11.3.4 Unless otherwise specifically set forth to the contrary herein, rights of termination are without prejudice to any remedies available to the parties under this Agreement for breach, at law or in equity.

12. **INTELLECTUAL PROPERTY RIGHTS**

- 12.1 **Ownership.** Delta acknowledges and agrees that, as between the parties, Aircell is the owner of all right and title in and to the Aircell Technology and that all intellectual property rights, including copyrights, trade secrets and patent rights, embodied in the Specifications and the ABS Equipment and Software shall be exclusively vested in Aircell. Aircell acknowledges and agrees that, as between the parties, Delta is the owner of all right and title in and to the Delta Technology.

- 12.2 **Rights in Marks.** Aircell acknowledges that the marks shown as Delta's marks on Exhibit G hereto (the "**Delta Marks**") are the property of Delta as owner or licensee, and that only such marks may be used by Aircell in marketing and promoting the Connectivity Services, and that upon expiration or termination of this Agreement, Aircell will immediately cease use of such marks; provided that Delta may revoke the right of Aircell to use any Delta Mark upon termination of Delta's property rights therein. Delta acknowledges that the marks shown as Aircell marks on Exhibit G hereto are the property of Aircell and the only marks owned by Aircell that may be used by Delta in marketing and promoting ABS (the "**Aircell Marks**"), and that upon expiration or termination of this Agreement, Delta will immediately cease use of such marks. Except as expressly set forth in this Agreement, no right, property, license, permission or interest of any kind in or to the marks owned by either party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or non performance of this Agreement or any part hereof. Each party agrees that it shall in no way contest or deny the validity of, or the right or title of the other party in or to its marks, and shall not encourage or assist others, directly or indirectly, to do so, during the lifetime of this Agreement and thereafter. Neither party will take actions that are adverse to the other party's ownership rights in or to its marks, nor shall either party intentionally utilize the other party's marks in any manner that would diminish their value or harm the reputation of the other party. Neither party shall use or register any domain name that is identical to or confusingly similar to any of the other party's marks.
- 12.3 **Use of the Delta Marks.** Before any reproduction, display, distribution or other use of the Delta Marks or any other reference to Delta, Delta's Affiliates, or the products or services of Delta or its Affiliates, Aircell shall submit to Delta a sample of the proposed use and obtain Delta's prior written approval, which Delta may withhold in its sole discretion. Without limiting the generality of the foregoing, Delta shall be entitled to disapprove any use of the Delta Marks which, in the reasonable opinion of Delta, might (i) subject Delta or its affiliates to unfavorable regulatory action, violate any law, infringe upon the rights of third parties, or subject Delta or its affiliates to liability for any reason; or (ii) adversely affect Delta's or its affiliates' public image, reputation, or goodwill.
- 12.4 **Protective Measures for the Marks.** Delta may require the placement of appropriate and reasonable trademark, service mark or copyright notices within or on the Portal as may be necessary or prudent to protect Delta's right, title and interest in and to the Delta Marks. All uses of the Delta Marks shall inure to the benefit of Delta as owner, all uses of the Aircell Marks shall inure to the benefit of Aircell as owner, and the use of the Delta Marks in conjunction with the Aircell Marks shall not create a unitary or composite mark. Upon expiration or termination of this Agreement for any reason, neither party shall thereafter use any expression in connection with any business in which it may thereafter be engaged which, in the reasonable judgment of the other party, so nearly resembles the other party's Marks as may be likely to lead to confusion or uncertainty on the part of the public.

13. **CONFIDENTIALITY**

- 13.1 **Confidential Information.** Each party (for the purposes of this Article, a "**Receiver**") shall maintain in strict confidence, and agree not to disclose to any third party, except as necessary for the performance of this Agreement when authorized by the other party (for the purposes of this Article, a "**Discloser**") in writing, Confidential Information that the Receiver receives from the Discloser or its Affiliates. Notwithstanding the foregoing, Aircell may share the contents of this Agreement with investment bankers and prospective investors who have, prior to any disclosure, agreed in writing to confidentiality restrictions that are not less onerous than those that apply to Aircell under this Agreement, and Delta may disclose such Confidential Information as is reasonable or necessary for installation, operation, maintenance and Deinstallation of the ABS Equipment to third parties who have, prior to any disclosure, agreed in writing to confidentiality restrictions that are not less onerous than those that apply to Delta under this Agreement. "**Confidential Information**" means: (A) the terms and conditions of this Agreement; (B) all non-public information of the Discloser or its Affiliates, including, but not limited to, any information regarding identifiable individuals, including without limitation, customers or employee, which information has been collected by or on behalf of the Discloser or its Affiliates ("**PII**" or "**Personally Identifying Information**"); that (i) is of a confidential or proprietary nature, (ii) relates to the

subject matter of this Agreement and (iii) is marked as confidential at the time of disclosure, or transmitted verbally or by demonstration (specifically designated as Confidential Information at the time of such disclosure) and followed up by a letter within ten (10) business days of its disclosure indicating that the information disclosed verbally or by demonstration is Confidential Information; or (C) with respect to Aircell, all non-public information of Delta or its Affiliates which (i) is of a confidential or proprietary nature, (ii) is provided by Delta to Aircell's employees to perform Services for Delta pursuant to this Agreement at any Installation Site or obtained by the Aircell's employees during the provision of Services at any Installation Site, and (iii) a reasonable person would or should understand to be confidential.

- 13.2 **Exclusions.** Confidential Information does not include information: that is, or subsequently may become within the knowledge of the public generally through no fault of the Receiver; that the Receiver can show was previously known to it as a matter of record at the time of receipt; that the Receiver may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or that the Receiver may subsequently develop as a matter of record, independently of disclosure by the Discloser.
- 13.3 **Duration of Obligation.** The confidentiality obligation with respect to Confidential Information received by either party shall remain in effect until three (3) years from the termination or expiration of this Agreement, including any renewals or extensions thereof. The confidentiality obligation with respect to Confidential Information consisting of PII shall remain in effect for a period of ten (10) years from the date of receipt of the PII. Upon the expiration or termination of this Agreement for any reason, Receiver shall immediately return to Discloser or destroy all Confidential Information in Receiver's possession or control, as Discloser directs.
- 13.4 **Court Order and Regulatory Filings.** Notwithstanding the restrictions in this Article, the Receiver may disclose Confidential Information to the extent required by an order of any court, a governmental regulatory agency (in a securities or other filing) or other governmental authority having jurisdiction or by operation of law, but in any such event only after the Receiver has notified the Discloser (if such notification is permitted under the order) and Discloser has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
- 13.5 **Ownership.** Except as otherwise expressly provided in this Agreement, as between Discloser and Receiver, Discloser shall own all right title and interest in and to Confidential Information.
- 13.6 **Additional Provisions regarding PII.** In addition to the other obligations in this Section 13, the parties shall abide by the provisions of this Section 13.6 concerning PII. For the purposes of these provisions: the terms "process," "processing" or "processed" in relation to PII include, without limitation, collection, recording, organization, storage, amendment, retrieval, consultation, manipulation, and erasure.
- 13.6.1 **General:** Discloser has entrusted Receiver with PII. Receiver agrees to use reasonable measures to prevent the unauthorized processing, capture, transmission and use of PII which Discloser may disclose to Receiver during the course of Discloser's relationship with Receiver.
- 13.6.2 **Processing and Use of PII:** Receiver shall process and use PII solely in accordance with the provisions of this Agreement. Receiver shall not process or use PII for any purpose not specifically set forth in this Agreement without Discloser's express prior written consent. At any time, Discloser may make inquiries to Receiver about PII transferred by Discloser and stored by Receiver, and Receiver agrees to provide to Discloser copies of such PII as maintained by Receiver within a reasonable time and to perform corrections or deletions of, or additions to, PII as reasonably requested by Discloser.

- 13.6.3 **Discloser's Inspection Rights:** Discloser shall have the right upon reasonable prior notice of at least ten (10) business days to verify Receiver's compliance with the terms and conditions of this Agreement, or to appoint a third party under covenants of confidentiality to verify the same on Discloser's behalf. Receiver shall grant Discloser's agents supervised, unimpeded access to the extent necessary to accomplish the inspection and review of all data processing facilities, data files and other documentation used by Receiver for processing and utilizing PII in relation to this Agreement. Receiver agrees to provide reasonable assistance to Discloser in facilitating this inspection function.
- 13.6.4 **Transmission of Confidential Information or PII to Third Parties:** Receiver may not transfer Confidential Information or PII to any third party without Discloser's prior written consent, and then only upon such third party's execution of an agreement containing covenants for the protection of Confidential Information or PII no less stringent than those contained in this Agreement.
- 13.7 **Data Protection and Security.** Receiver shall implement, at a minimum, the data protection measures and observe the minimum standards for the security of PII and Confidential Information as set forth below:
- 13.7.1 **Access of Persons:** Receiver agrees to use reasonable measures to prevent unauthorized persons from gaining access to Confidential Information or the data processing equipment or media where PII is stored or processed. Receiver agrees to provide its employees and agent's access to Confidential Information or PII on a need-to-know basis only and agrees to cause any persons, including, without limitation, third-party vendors, having authorized access to such information to be bound by obligations of confidentiality, non-use and non-disclosure no less stringent than those imposed upon Receiver by this Agreement.
- 13.7.2 **Data Media:** Receiver agrees to use reasonable measures to prevent the unauthorized reading, copying, alteration or removal of the data media used by Receiver and containing Confidential Information or PII.
- 13.7.3 **Data Retention:** Receiver shall not retain Confidential Information or PII any longer than is reasonably necessary to accomplish the intended purposes for which Confidential Information or PII was transferred as set forth in this Agreement. Upon the earlier termination of this Agreement or the written request of Discloser, Receiver shall delete and/or destroy all Confidential Information or PII in Receiver's possession, including any copies thereof, and shall deliver a written statement to Discloser within thirty (30) days of Discloser's request confirming that Receiver has done so.
- 13.7.4 **Data Memory:** Receiver agrees to use reasonable measures to prevent unauthorized data input into memory and the unauthorized reading, alteration or deletion of Confidential Information or PII.
- 13.7.5 **Personnel:** Upon request, Receiver shall provide Discloser with a list of Receiver's employees entrusted with processing the Confidential Information or PII transferred by Receiver, together with a description of their access rights.
- 13.7.6 **Transmission:** Receiver agrees to use reasonable measures to prevent Confidential Information or PII from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media on which Confidential Information or PII is stored.
- 13.7.7 **Breach Notification:** Aircell will report security breaches (data or network) in a prompt and timely manner and assist Delta's Information Security and Privacy Office (ISPO) in the investigation.
- 13.8 **Other Obligations.** The obligations set forth in this Section 13 are in addition to, and not in lieu of, any fiduciary duties or obligations of confidentiality or nondisclosure that the parties may have to each other under the common law, laws providing for the protection of trade secrets, or other statutory law.

14. **INDEMNITY**

- 14.1 **By Aircell.** Aircell will defend, indemnify and hold harmless Delta, each of the Connection Carriers, and Delta's and each of the Connection Carrier's respective directors, officers, employees, and agents (collectively herein the "**Delta Indemnified Parties**"), against and from all claims, suits, judgments, losses, damages, fines, penalties, liabilities or costs (including reasonable attorneys fees, interest and expenses) resulting from any claim, suit or demand by any third party (including any Connection Carrier), including but not limited to injuries or deaths of persons, loss of or damage to real or personal property, and liability or obligations under or with respect to any violation of federal, state or local laws, regulations, rules, codes and ordinances, arising out of (a) any act or omission by Aircell (or anyone for whose acts Aircell may be liable) in connection with Aircell's performance or nonperformance under this Agreement, (b) the installation, operation, use or Deinstallation of the ABS Equipment, the Software or the Services (including without limitation the collection, processing, storage, transport, use and delivery of data), and (c) any claim that the ABS Equipment, the Software or the Services infringes or misappropriates any patent, copyright, trade secret or other proprietary right (a "**Claim**") This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Delta Indemnified Party, or any other obligation of Aircell, its officers, directors, employees, agents or contractors to indemnify a Delta Indemnified Party. Aircell's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Aircell under Workers' Compensation Acts, disability benefits acts or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.
- 14.2 **Exclusions.** Notwithstanding anything herein to the contrary, Aircell's indemnity obligation shall not apply to the extent Claims are caused by (i) any designs, specifications or modifications originating with, or performed by, Delta, or its contractors, including without limitation any Connection Carrier, (ii) the combination of the ABS Equipment or Software with other equipment or Software not supplied, authorized or specified by Aircell, or otherwise contemplated by this Agreement, (iii) misuse of the ABS Equipment or Connectivity Services, (iv) the gross negligence, recklessness, illegal act, misrepresentation or malicious or willful misconduct of Delta or any of its officers, directors, agents, representatives, employees or contractors, including without limitation any Connection Carrier, or (v) any circumstance requiring indemnification by Delta under Section 14.3
- 14.3 **Indemnity By Delta.** Delta will defend, indemnify and hold harmless Aircell its parent company and subsidiaries, and their directors, officers, employees and agents against and from all suits, judgments, losses, damages, fines, penalties, liabilities or costs (including reasonable attorneys fees and expenses) resulting from any claim, suit or demand by any third party, including but not limited to injuries or deaths of persons or loss of or damage to real or personal property, arising out of (i) Delta's negligence in performing installation, Deinstallation and/or maintenance of the ABS Equipment, (ii) Aircell's implementation and operation, at Delta's request, of a system that filters and/or blocks objectionable content (other than VOIP); provided, however, that the indemnification described in clause (ii) shall not extend to any claim, suit or demand arising out of Aircell's failure to implement and operate the system in accordance with agreed-upon specifications; or (iii) Delta's breach of the representation and warranty set forth in Section 10.6 of this Agreement.
- 14.4 **Procedures.** In the event a claim is made or suit is brought that is covered by the foregoing indemnity, the Indemnified Party shall give the party with the indemnity obligation (the "**Indemnitor**") notice thereof promptly after becoming aware thereof. The Indemnitor shall assume all responsibility for such claim or suit, and the Indemnified Party shall provide reasonable assistance and cooperation during the defense of such claim or suit or compromise or settlement thereof. The Indemnitor shall reimburse the Indemnified Party its reasonable out-of-pocket expenses incurred in providing such assistance. Notwithstanding the foregoing, the Indemnified Party's consent shall be obtained in the event any compromise or settlement under this Section: (a) includes a finding or admission of any violation of any law by the Indemnified Party or any

violation of the rights of any person by the Indemnified Party; (b) has an effect on any claim held by or against the Indemnified Party; or (c) requires the payment of any money or the taking of any action by the Indemnified Party. The Indemnified Party shall have the right, but not the duty, at its own expense, to participate in the defense and/or compromise or settlement of such claim or suit with counsel of its own choosing without relieving the Indemnitor of any obligations hereunder.

- 14.5 **Remedies.** If any infringement or misappropriation action falls within the indemnification provided by Aircell to a Delta Indemnified Party in Section 14.1, and (a) Aircell is enjoined or threatened to be enjoined, either temporarily or permanently, from selling, manufacturing or delivering to a Delta Indemnified Party the ABS Equipment, Software or Services, or (b) a Delta Indemnified Party is enjoined or threatened to be enjoined, either temporarily or permanently, from operating the ABS Equipment or Software or providing the Services, or (c) a Delta Indemnified Party or Aircell is adjudged, in any final order of a court of competent jurisdiction from which no appeal is available, to have infringed upon or misappropriated any patent, copyright, trade secret or other proprietary right in the use of the ABS Equipment, Software or Services, then Aircell shall, [***] THIS SECTION 14 SETS FORTH THE ENTIRE OBLIGATION AND LIABILITY OF AIRCELL TO DELTA INDEMNIFIED PARTIES FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS RELATED TO THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT.

15. **INSURANCE**

- 15.1 **Delta Requirements.** Delta agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the term of this Agreement:
- 15.1.1 **Comprehensive Aviation Liability Insurance,** including personal injury, products and completed operations, war risk and allied perils and contractual liability in an amount not less than [***] combined single limit per occurrence (and in the aggregate with respects to products), which insurance may be provided by a combination of primary and umbrella coverages, covering all liability arising out of any bodily injury (including death of any person) and any damage to (including destruction of) property.
- 15.1.2 **Aircraft Hull Insurance** covering loss or damage to Leased ABS Equipment once permanently installed on the aircraft in an amount not less than [***]. Such insurance shall include Aircell as loss payee solely as respects the value of the Leased ABS Equipment.
- 15.2 **Aircell Requirements.** Aircell agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the term of this Agreement:
- 15.2.1 **Comprehensive Aviation Liability Insurance,** including bodily injury, products and completed operations, war risk and allied perils and contractual liability in an amount not less than [***] combined single limit per occurrence (and in the aggregate with respects to products), which insurance may be provided by a combination of primary and umbrella coverages, covering all liability arising out of any bodily injury (including death of any person) and any damage to (including destruction of) property.
- 15.2.2 **Commercial General Liability Insurance,** including coverage for Contractual Liability assumed under this Agreement, Premises-Operations, Completed Operations—Products, and Independent Contractors providing coverage for bodily injury, personal injury and property damage with combined single limits of not less than [***] per occurrence.
- 15.2.3 **Commercial Automobile Liability Insurance** providing coverage for bodily injury and property damage with combined single limits of not less than [***] per occurrence, and [***] per occurrence if Aircell employees or contractors will drive a vehicle on airport property.

- 15.2.4 **Professional Liability** (also known as Errors and Omissions Liability) Insurance covering acts, errors and omissions arising out of Aircell's operations or Services that includes coverage as follows:
- 15.2.4.1 Coverage for software and operations development work, implementation, testing, training and maintenance of software and systems, including coverage for copyright and trademark protection.
 - 15.2.4.2 Coverage for: (i) web and application hosting services including coverage for copyright and trademark protections and (ii) network risk coverage for damages related to security breaches and unauthorized access including privacy damages, data destruction and misappropriation of data.
 - 15.2.4.3 Professional Liability (Errors and Omissions Liability) Insurance policies shall have a limit of liability of no less than [***] per occurrence and in the aggregate and with a retroactive date no later than the commencement of the provision of the Services.
 - 15.2.4.4 Aircell further agrees that Professional Liability/Errors and Omissions Insurance will be maintained for two years following the termination of this Agreement. Any incidents, accidents, claims or potential claims of which Supplier has knowledge shall be communicated to Delta within fifteen (15) days of such knowledge.
- 15.2.5 **Comprehensive Crime Insurance**, including Employee Dishonesty and Computer Fraud Insurance, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Aircell employees, acting alone or with others, in an amount not less than [***] per occurrence.
- 15.2.6 **Workers' Compensation and Employer's Liability Insurance** in full compliance with the applicable laws of the state and/or country in which the work is to be performed or the country of hire (whichever is applicable). Each such policy shall be endorsed to include an alternate employer endorsement and a waiver of subrogation in favor of Delta.
- 15.2.6.1 The limits of liability of Workers' Compensation Insurance shall be not less than the limits required by applicable law.
 - 15.2.6.2 The limits of liability of Employer's Liability Insurance with minimum limits of [***] per employee by accident, [***] per employee by disease, [***] policy limit by disease (or, if higher, the policy limits required by applicable law).
- 15.3 **Approved Companies**. All such insurance shall be procured with reputable insurance companies and in such form as is usual and customary to such party's business.
- 15.4 **Endorsements**. With respect to the liability insurance policies in Sections 15.1.1, 15.2.1 and 15.2.2, each party shall name the other party and their respective officers, directors and employees (and, with respect to Delta, each of the Connection Carriers) as additional insureds for any and all liability arising at any time in connection with Section 14 of this Agreement. All policies of insurance shall provide that each will not be canceled or materially altered except after thirty (30) days advance written notice to the other party. All insurance required under this Section 15 shall be primary insurance and any other valid insurance existing for the other party's benefit shall be excess of such primary insurance. Each party shall obtain such endorsements to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein.
- 15.5 **Certificates**. Each party shall provide the other with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially alter the insurance afforded under the above policies unless notice of such cancellation, reduction or material alteration has been provided at least thirty (30) days in advance to the other party.

- 15.6 **No implied Limitation.** The obligation to provide the insurance specified herein shall not limit in any way any obligation or liability of either party provided elsewhere in this Agreement. The rights of each party to insurance coverage under policies issued to or for the benefit of one or more of them are independent of this Agreement shall not be limited by this Agreement.
- 15.7 **Risk of Loss.** Each party shall be responsible for risk of loss of, and damage to, any ABS Equipment or Software in its possession or under its control. Each party shall promptly notify the other of any damage (except normal wear and tear), destruction, loss, theft, or governmental taking of any item of ABS Equipment, Software or other materials in the possession or under the control of such party, whether or not insured against by such party, whether partial or complete, which is caused by any act, omission, fault or neglect of such party ("**Event of Loss**"). Such party shall be responsible for the cost of any necessary repair or replacement of such ABS Equipment or Software due to an Event of Loss. In the event of an Event of Loss caused by Delta, such repair or replacement shall not be considered part of Aircell's maintenance obligations, but Aircell shall coordinate and oversee repair or replacement performed by a third-party on a Pass-Through Expenses' basis or by Aircell at agreed-upon prices.

16. LIMITATION OF LIABILITY

- 16.1 **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR, AND EACH PARTY WAIVES AND RELEASES ANY CLAIMS AGAINST THE OTHER PARTY FOR, ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFIT, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- 16.2 **Limitation.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY AMOUNT THAT, IN THE AGGREGATE, EXCEEDS THE GREATER OF \$50 MILLION OR THE AMOUNT AIRCELL HAS PAID OR PROPERLY OWES DELTA PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.
- 16.3 **Exclusions.** Sections 16.1 and 16.2 shall not apply with respect to (a) claims of third parties for bodily injury (including loss of life) or damage to property to the extent caused by the negligence or willful misconduct of either party; (b) claims arising out of a breach of confidentiality, or (c) indemnity under Section 14 of this Agreement.

17. EXCUSABLE DELAYS

- 17.1 **Definition.** Either party shall be excused from performance of its obligations hereunder, and shall not be liable to the other party for any direct, indirect, special, incidental, consequential or punitive damages suffered or incurred by the other party arising out of a total or partial failure to perform hereunder or delay in such performance, to the extent resulting directly from any event or occurrence beyond the reasonable control of the delayed party (collectively, "**Excusable Delay**"), including, without limitation, (i) acts of God, (ii) wars or acts of a public enemy, (iii) acts, failures to act or delays of the Governments of any state or political subdivision or any department or regulatory agency thereof or entity created thereby, including, without limitation, national aviation authorities, (iv) quotas or embargoes, (v) acts of sabotage, (vi) fires, floods or other natural catastrophes, or (vii) strikes, lockouts or other labor stoppages, slowdowns or disputes; provided, however, that such delay is not occasioned by the fault or negligence of the delayed party. Any Excusable Delay shall last only as long as the event remains beyond the control of the delayed party and only to the extent that it is the direct cause of the delay.

17.2 **Recourse.** The delayed party shall notify the other party within a reasonable time after it discovers an Excusable Delay has occurred, in writing, specifying the cause of the delay and, to the extent known, estimating the duration of the delay. No delay shall be excused unless such written notice shall have been given as required by this Section. If the Excusable Delay lasts in excess of sixty (60) days, the non-delayed party shall have the right to terminate this Agreement.

18. **GENERAL**

18.1 **Independent Contractors.** Nothing contained in this Agreement shall be construed to constitute Aircell as a partner, employee or agent of Delta, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions. Aircell is retained only for the purposes and to the extent set forth in this Agreement. Aircell is an independent contractor of Delta, and personnel used or supplied by Aircell in performance of this Agreement shall be and remain employees or agents of Aircell and under no circumstances shall be considered employees or agents of Delta. Aircell shall have the sole responsibility for supervision and control of its personnel.

18.2 **Use of Subcontractors/Affiliates.** Nothing in this Agreement shall create any contractual relationship between Delta and any Aircell subcontractor, and no subcontract shall relieve Aircell of its obligations hereunder should the subcontractor fail to perform in accordance with the provisions of this Agreement. Delta shall have no obligation to pay or to see to the payment of any money to any subcontractor. Each party shall be solely responsible for the acts and omissions of its subcontractors and Affiliates, with which such party shall have entered into agreements that contain confidentiality provisions at least as protective as those set forth herein. Any breach by a subcontractor or Affiliate of any terms or conditions of this Agreement shall be deemed a breach by the party engaging such subcontractor or whose Affiliate breached.

18.3 **Notice.** Any notice, demand or document that either party is required or otherwise desires to give or deliver to or make upon the other party hereunder shall be in writing and shall be (a) personally delivered, (b) deposited in the Mail, registered or certified, return receipt requested, with postage prepaid, (c) sent by overnight courier, or (d) sent by facsimile with confirmation of receipt by the addressee, addressed as follows:

If to Delta: Delta Air Lines, Inc.
Director - Technical Operations, Supply Chain Management
1775 Aviation Boulevard
Atlanta, Georgia 30354-3743
Fax: 404-677-6079

with a copy to: General Counsel
Delta Air Lines, Inc.
1020 Delta Boulevard
Atlanta, Georgia 30354-1989
Fax: 404-715-7882

If to Aircell: Attn: General Counsel
Aircell LLC
1250 N. Arlington Heights Road, Suite 500
Itasca, IL 60143
Fax: (303) 379-0201

or to such other address as either party shall designate for itself by notice given to the other party as aforesaid. Any such notice, demand or document shall be deemed to be effective upon receipt of the same by the party to whom the same is addressed.

- 18.4 **Assignment.** This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns, but neither the rights nor the duties of either party under this Agreement may be voluntarily or involuntarily assigned or delegated, in whole or part, without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in connection with a merger, consolidation, or similar transaction, or a sale or other disposition of all or substantially all of its assets. Any attempted assignment or transfer in violation of the foregoing will be void. Notwithstanding the foregoing, Aircell hereby consents to the Merger. The terms and conditions of this Agreement (including without limitation any terms pertaining to pricing and use) contemplate the Merger.
- 18.5 **Governing Law and Venue.** This Agreement shall be governed by and construed according to the internal laws of the State of New York.
- 18.6 **Savings Clause.** If any provision of this Agreement is declared unlawful or unenforceable as a result of final administrative, legislative or judicial action, this Agreement shall be deemed to be amended to conform with the requirements of such action and all other provisions hereof shall remain in full force and effect.
- 18.7 **Waiver.** No failure or delay by either party in requiring strict performance of any provision of this Agreement, no previous waiver or forbearance of any provision of this Agreement by either party and no course of dealing between the parties shall in any way be construed as a waiver or continuing waiver of any provision of this Agreement.
- 18.8 **Final Agreement.** This Agreement constitutes and represents the final agreement between the parties and supersedes all prior or contemporaneous agreements and understandings of the parties as to the subject matter hereof, including without limitation the parties' Letter of Intent giving rise hereto. There are no oral agreements between the parties. This Agreement may be amended in whole or in part only in a writing signed by both parties.
- 18.9 **Captions.** The Section headings herein are for convenience of reference only and are not intended to define or aid interpretation of the text hereof.
- 18.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument, and if so executed in counterparts will be enforceable and effective upon the exchange of executed counterparts.
- 18.11 **Survival.** Notwithstanding anything herein to the contrary, any Sections or portions of any Sections of this Agreement (including the Exhibits hereto) that by their express terms survive, or by their nature should survive, expiration or termination of this Agreement shall survive such expiration or termination.
- 18.12 **Air Travel.** [***]
- 18.13 **No Third-Party Beneficiaries.** The provisions of this Agreement are enforceable solely by the parties to this Agreement, provided that each Connection Carrier may enforce the warranty, maintenance, support, training, Deinstallation and indemnity obligations of Aircell hereunder with respect to its respective Regional Jet A/C. No other person shall have the right to enforce any provision of this Agreement or compel any party to this Agreement to perform any Service or comply with the terms of this Agreement.
- 18.14 **Interpretation.** (a) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise clearly indicated to the contrary. (b) As used throughout this Agreement and all attachments, amendments and Exhibits annexed hereto, the word "including" shall be interpreted to mean "including, without limitation" or "including, but not limited to". (c) The words "hereof", "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. (d) The plural of any defined term shall have a meaning correlative to

such defined term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. (e) This Agreement has been reviewed and negotiated by both parties and shall be deemed to have been drafted by both parties; accordingly, no rule of interpretation against the drafting party are applicable to this Agreement.

- 18.15 **Supplier Performance.** Aircell will participate in Delta's Supplier Performance Program, which monitors, evaluates and scores suppliers in accordance with quantifiable objectives. Should any part of such program conflict with the terms of this Agreement, this Agreement shall prevail.
- 18.16 **Doing Business with Delta.** In performing the Services, Aircell shall comply with the principles of business ethics and conduct required of suppliers and set forth in the booklet available on-line at <http://images.delta.com.edgesuite.net/delta/pdfs/doingbiz.pdf>.
- 18.17 **Equal Opportunity.** Aircell shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age or any other unlawful criterion and shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. The Equal Opportunity Clauses set forth in 41 C.F.R., sections 60-1.4 (a), 60-250.5 (a) and 60-741.5 (a) are incorporated herein by this reference.
- 18.18 **Supplier Diversity.** Delta and Aircell are committed to enhancing business opportunities for small, minority, and women-owned business enterprises (SBE/M/WBE) as suppliers and subcontractors. Aircell and Delta shall use reasonable commercial efforts to include and utilize SBE/M/WBE supplier firms, as long as they are competitive on price, quality, service and provide the best overall value for goods and services provided under this Agreement. Aircell shall complete and submit to Delta a Supplier Diversity Quarterly Utilization Report, in such format as Delta may reasonably specify, by the first day of the second month following each calendar quarter.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Restatement Effective Date.

AIRCELL LLC

By: /s/ Michael J. Small
Name: Michael J. Small
Title: Chief Executive Officer
Date: 4/29/11

DELTA AIR LINES, INC.

By: /s/ Christopher Collette
Name: Christopher Collette
Title: SVP Supply Chain Mgmt.
Date: 4/27/11

EXHIBIT A-1

ABS EQUIPMENT FOR THE MAINLINE FLEET, INCLUDING THE VIP CHARTER A/C AND DC9S

The ABS Equipment consists of the following shipset::

<u>Item</u>	<u>Qty Required</u>	<u>Price Each</u>
[***]	[***]	[***]

EXHIBIT A-2

ABS EQUIPMENT FOR REGIONAL JET FLEET

The ABS Equipment consists of the following shipset¹:

<u>Item</u>	<u>Qty Required</u>	<u>Price Each</u>
***	***	***

¹ ***.

EXHIBIT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) is Exhibit B to the In Flight Connectivity Services Agreement between Aircell and Delta (the “Agreement”). Its purpose is to describe the service level, customer support and problem resolution metrics for Aircell’s broadband in-flight connectivity services. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. Definitions:

- 1.1 ATG System: Aircell’s Air-to-Ground broadband in-flight connectivity system encompassing all associated components including aircraft-based (avionics) or ground based (base stations or central network) equipment or software.
- 1.2 ATG Network: the ground based components of the ATG System including base station or central network equipment or software.
- 1.3 ATG Avionics: the aircraft based components of the ATG System including but not limited to airborne network components (AACU and ACPU), wireless access points, antennae and associated wiring and software.
- 1.4 ATG Base Station: a single ground based cellular site. Multiple Base Stations comprise the ATG Network.

2. SLA Administration:

- 2.1 Aircell will provide Delta with reports on a monthly basis setting forth measurements of Aircell’s and the ATG System’s performance as compared to the metrics and objectives set forth in this SLA, as well as such other information as Delta may reasonably request. The parties will agree on the format of such reports.
- 2.2 Delta and Aircell shall meet quarterly to review performance against the SLA and to resolve issues.
- 2.3 Aircell shall maintain an SLA report audit trail (including detailed performance reports) and shall make this data available to Delta upon request.
- 2.4 The parties shall mutually agree to adjust the SLA terms when deemed necessary due to new requirements or unforeseen system or customer issues.

3. ATG Network Operation:

- 3.1 Aircell shall operate the ATG Network on a 24 hours per day, 7 days per week and 365 days per year basis.
Planned ATG Network downtime for maintenance shall occur during the hours of 11:00 pm to 5:00 am Sunday through Thursday and 11:00 pm to 7:00 am Friday and Saturday (all times are Central Time). The timing and frequency of maintenance events and related downtime will be limited per the schedule below. Mutual agreement is required for deviations from this schedule. Notwithstanding the foregoing, Aircell will make best efforts to ensure that its maintenance activities do not disrupt active flights and customers.

<u>Event Type</u>	<u>Example</u>	<u>Downtime Window</u>	<u>Limit</u>
Non-customer impacting:	Configuration change	Any day, subject to times set in Section 3.2	None
Customer impacting (localized)	Base Station upgrade except antenna and tower	Any day, subject to times set in Section 3.2	No more than two (2) events per week

Event Type	Example	Downtime Window	Limit
Base Station antenna and tower maintenance	Mountain top antenna replacement	Any day, any time based on safety and logistics	None
Customer impacting (ATG System)	PDSN or BSC Upgrade	Friday and Saturday, 11 pm to 7am	No more than one (1) event per week
Emergency maintenance	Loss of redundancy	Next available maintenance window	None

- 3.2 Aircell shall provide notice to Delta a minimum of 24 hours prior to scheduled ATG Network downtime. Delta shall provide a single email address for distribution of such notices.
- 3.3 Prior to launch of service and throughout the Term of the Agreement, Aircell shall provide complete ATG Network coverage over the continental United States (CONUS).

4. ATG System Performance:

- 4.1 The metrics under this Section 4 apply to normal operating conditions. Scheduled downtime or Excusable Delays (as defined in Section 17 of the Agreement) are not to be reflected in these metrics. Excusable Delays include any outage caused by Delta, including outages caused by Delta personnel turning the ATG Avionics or a component of the ATG Avionics off.
- 4.2 [***]
- 4.3 [***]
- 4.4 [***]
- 4.5 [***]
- 4.6 [***]
- 4.7 Within one month of identifying a Bottleneck Base Station, Aircell shall present to Delta a plan for its approval to mitigate the capacity issues at this location. Aircell shall complete all work related to such plan within 90 days of approval.
- 4.8 Mean Time to Restore (MTTR) the ATG System shall be as follows:
[***]
- 4.9 Aircell shall provide timely notice(s) to Delta of the loss or degradation of any ATG Avionics or Network component along with regular updates until the issue is resolved.

5. Content Filtering:

- 5.1 Delta may submit reasonable changes to the “blocked content lists” at any time. Aircell shall implement such changes within 48 hours of Delta’s request assuming such changes are within the scope of the content filtering system developed by Aircell pursuant to Section 5.1.1 of the Agreement.

6. Support to ATG System Users and Delta:

6.1 Aircell will provide Delta’s passengers with 24 hours per day, 7 days per week and 365 days per year access to Aircell’s customer service agents. All passenger issues will be resolved per the schedule below:

<u>Call Type</u>	<u>Resolution</u>	<u>Time (Within)</u>
Billing	[***]	[***]
Customer Service (Inquiries, profile, account updates, etc.)	[***]	[***]
Technical Support	[***]	[***]

6.2 Aircell will provide Delta with 24 hours per day, 7 days per week and 365 days per year technical help desk support. Aircell will resolve system performance or technical problems reported by Delta per the schedule below:

<u>Fault Criticality</u>		<u>Examples</u>	<u>Maximum Time To:</u>	
			<u>Initial Response</u>	<u>Resolve</u>
Critical	ATG NETWORK	[***]	[***]	[***]
Major	ATG AVIONICS	[***]	[***]	[***]
	ATG NETWORK	[***]	[***]	[***]
		[***]	[***]	[***]
Minor	ATG NETWORK	[***]	[***]	[***]

Note 1: The term “**resolve**” listed in the table above means the fault has been isolated and the service has been restored to an acceptable level.

Note 2: In the event that resolution of a problem requires access to a Delta aircraft, Delta may have to route the aircraft to one of the agreed-upon locations (included in Section 6.4) at which Aircell provides maintenance services. If an aircraft experiences an ATG Avionics problem or outage while in flight and the airplane lands at a location where Aircell does not provide services, the response measurement clock will stop at landing and restart when the aircraft is accessible to Aircell at a maintenance location.

6.3 Aircell shall provide timely notice(s) to Delta of the loss or degradation of any airborne or network system component along with regular updates until the issue is resolved.

6.4 Aircell shall provide maintenance services at the following airports per the AWA: ATL, LGA and SLC. Aircell contacts for each station are as follows: Dino Senese, Aircell Maintenance Manager, @ 630 647-1457 or Aircell’s 24 Hour Technical Support @ 1-866-WIFI-FLY (1-866-943-4359)

EXHIBIT C-1

[***]

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EXHIBIT C-2

[***]

EXHIBIT C-3

LAUNCH PLAN FOR REGIONAL JET FLEET AND VIP CHARTER A/C

[***]

ERJ170

[***]

ERJ175

[***]

A319-100

[***]

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EXHIBIT D-1

SPECIFICATIONS FOR MAINLINE FLEET

[***]

Exhibit D-2

SPECIFICATIONS FOR REGIONAL JET FLEET

[***]

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Weight Summary:

All Models (MD88, 757-200, MD90, 737-800, 767-300)

[***]

Models MD88, MD90, 767-300

[***]

Models 757-200, 737-800

[***]

[ADD TABLE FOR RJs]

EXHIBIT E

AIRWORTHINESS AGREEMENT

EXHIBIT F

SYSTEM DEFINITION DOCUMENTATION (SDD) [revise as needed for RJ differences]

System Description

A block diagram showing all major functions of the proposed aircraft system [***]

[***]

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EXHIBIT G

TRADEMARKS

Delta Marks

Mark Name	Jurisdiction	Status	Registration No	Registration Date
SKYTEAM & DEVICE	United States	Registered	2684264	04-Feb-2003
DELTA	United States	Registered	0654915	19-Nov-1957
WIDGET LOGO	United States	Registered	0704103	06-Sep-1960
SKYMILES	United States	Registered	1968255	16-Apr-1996
FREED WIDGET	United States	Pending	77182424	16-May-2007

Aircell Marks

Aircell Marks



EXHIBIT H

MARKETING PRESENTATION

[Attached PDF PPT to be included in Execution Copy]

EXHIBIT I

INCREMENTAL FUEL COST

[***]

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

**Amendment #1 to the
Amended and Restated
In Flight Connectivity Services Agreement
between**

**Delta Air Lines, Inc.
and
Gogo LLC (f/k/a Aircell LLC)**

This Amendment #1 (the "Amendment") to the Amended and Restated In Flight Connectivity Services Agreement effective as of April 7, 2011 (the "Agreement") between Delta Air Lines, Inc. ("Delta") and Gogo LLC (f/k/a Aircell LLC) ("Gogo") is entered into by the parties as of September 27, 2011 (the "Amendment #1 Effective Date").

WHEREAS, Delta and Gogo are parties to the Agreement; and

WHEREAS, the parties wish to add a new Exhibit J to the Agreement to reflect the terms related to a trial of Gogo's video services on certain Gogo-equipped aircraft operated by Delta.

NOW, THEREFORE, in consideration of the covenants, conditions and premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Amendment.** A new Exhibit J, in the form attached to this Amendment, is hereby added to the Agreement. The parties shall comply with the terms and conditions of Exhibit J.
2. **Effectiveness of the Agreement.** All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, effective as of the Amendment #1 Effective Date.

Gogo LLC:

Delta Air Lines, Inc.:

By: _____ /s/

By: _____ /s/

EXHIBIT J

WIRELESS DISTRIBUTION OF CONTENT

This Exhibit, which is incorporated by reference into and made a part of the Agreement, relates to Gogo's development and implementation of an application, Wireless Distribution of Content ("WDC") by which video content will be wirelessly distributed to passengers on Retrofit A/C who are equipped with Wi-Fi enabled laptop computers and certain handheld devices. Gogo and Delta wish to conduct a trial in which Gogo will install WDC equipment and provide WDC service to passengers on [***]. This Exhibit is intended to set forth the parties' respective rights and obligations with respect to such trial. Capitalized terms that are used and not otherwise defined in this Exhibit have the meanings ascribed thereto in the body of the Agreement. Section references refer to sections of this Exhibit unless sections of the body of the Agreement are specifically referenced.

1. **Scope.** The trial will be conducted on [***] aircraft on which ABS Equipment has previously been installed (the "Trial A/C"). The tail numbers of such aircraft are set forth on Exhibit J-1. Should Delta decide to roll out WDC after the trial, the parties will enter into a broader agreement delineating whether and to what extent the provisions of the Agreement pertaining to the Connectivity Services apply to WDC.
2. **Payment by Delta.** Delta will pay Gogo, in consideration of the services it provides under this Exhibit, \$[***] per Trial A/C within [***] days following Gogo's invoice therefor. In the event that Delta and Gogo subsequently enter into an agreement to have WDC available on Delta aircraft on other than a trial basis, Delta will be entitled to receive [***] content loaders from Gogo for no additional charge.
3. **Gogo Obligations.** Gogo will, at no additional cost to Delta:

[***].
4. **Schedule.** The parties will negotiate in good faith an installation schedule, with the goal of completing installation and having WDC service available on all Trial A/C by the date on which Gogo's new airborne portal is launched on Delta.
5. **Trial Period and Termination.** The parties will mutually determine the date on which WDC is first made available on a revenue-generating basis to passengers on one or more Trial A/C (the "Trial Commencement Date"). The trial will continue for three months following the Trial Commencement Date.
6. **User Pricing.** Gogo will determine WDC pricing with the goal of maximizing long-term revenue for both parties.
7. **Revenue Share.** Gogo will pay Delta [***] of Net Revenue from WDC. As used herein, "Net Revenue" means [***].
8. **Joint Marketing.** Any joint marketing activities related to WDC will be conducted in accordance with Section 7.1 of the Agreement; related marketing expenses will be funded [***].

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

International In-Flight Connectivity Services Agreement

between

Delta Air Lines, Inc.

and

Gogo LLC

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This International In-Flight Connectivity Services Agreement (including the Exhibits hereto, the “**Agreement**”) is made effective as of March 20, 2013 (the “**Effective Date**”), between Delta Air Lines, Inc., a Delaware corporation with its principal place of business at 1030 Delta Boulevard, Atlanta, GA 30354-1989 (“**Delta**”), and Gogo LLC, a Delaware limited liability company with offices located at 1250 N. Arlington Heights Road, Suite 500, Itasca IL 60143 (“**Gogo**”).

WHEREAS, the parties desire to formally set forth herein the terms and conditions for the installation of certain equipment and provision of services related to Gogo’s Connectivity Services (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. DEFINITIONS

In addition to those terms defined in the body of this Agreement, the definitions below shall apply to the following terms:

- 1.1 “**A/C**” means commercial passenger aircraft owned or leased by Delta.
- 1.2 “**Affiliate**” means any individual, corporation, partnership, association, or business that, directly or indirectly through intermediaries, controls, is controlled by or is under common control with a party. Control shall exist whenever the relevant entity holds an ownership, voting or similar interest (including any right or option to obtain such an interest) representing at least 50% of the total interests then outstanding of the other entity.
- 1.3 “**Baseline Revenue**” means, [***].
- 1.4 “**Base Retail Price**” means, [***].
- 1.5 “**Certification**” means such certification as is required by the FAA to fly commercial aircraft retrofitted with the Equipment and Software to provide the Connectivity Services, including without limitation STCs and PMA.
- 1.6 “**Components**” means all materials, parts and components included in the Equipment.
- 1.7 “**Connectivity Revenue**” means [***].
- 1.8 “**Connectivity Services**” means the WiFi Services and any other Services that the parties agree to be Connectivity Services.
- 1.9 “**Current Country**” means those countries over which Retrofit A/C fly en-route on Current Routes.
- 1.10 “**Current Routes**” means the anticipated flight routes provided by Delta to Gogo as of the Effective Date and shown on Exhibit C-2.
- 1.11 “**Deinstallation**” means removal of the Equipment from an A/C and restoration of the A/C to its condition prior to installation of the Equipment, ordinary wear and tear excepted, and, if requested by Delta, shall include removing all cables and ancillary materials related to the Equipment.
- 1.12 “**Delta Portal**” means the combination of the web pages and graphical user interface, excluding the Gogo Access Section, which shall be developed by Delta and function as a point of access for Users on and after the Portal Transition Date.

- 1.13 “**Delta Technology**” means the Delta Portal (excluding the Gogo Access Section), Delta’s proprietary business and technical information concerning A/C and Delta’s operations, and any derivatives thereof.
- 1.14 “**Domestic Agreement**” has the meaning set forth in Section 7.4.
- 1.15 “**Equipment**” means the equipment and Software described in this Agreement and set forth in Exhibit A (together with accompanying Documentation (per Section 3.4.1), materials and supplies necessary for the operation thereof) purchased by Delta that must be installed on the A/C for the provision of the Connectivity Services.
- 1.16 “**Excess Revenue**” means, [***].
- 1.17 “**Excusable Delay**” has the meaning set forth in Section 17.1.
- 1.18 “**FAA**” means the United States Federal Aviation Administration and any successor agency.
- 1.19 “**FCC**” means the United States Federal Communications Commission and any successor agency.
- 1.20 “**Fleet Type**” means an aircraft manufacturer/model type.
- 1.21 “**Flight Segment**” means the single portion of flight by an A/C between takeoff and landing.
- 1.22 “**Gogo Access Section**” means, with respect to the Delta Portal, (i) the location on the Splash Page through which Users access the Connectivity Services, (ii) the web page(s) through which Users purchase Connectivity Services and (iii) any other Portal webpages accessed by Users following links from the purchase web page, as well as any associated graphical user interfaces, all to be developed by Gogo.
- 1.23 “**Gogo Portal**” means the combination of the web pages and graphical user interface, which shall be developed by Gogo and function as a point of access for Users prior to the Portal Transition Date.
- 1.24 “**Gogo Technology**” means the Gogo Portal, Gogo Access Section, Gogo’s proprietary business and technical information concerning the Equipment, Software and Connectivity Services, and the process used in the manufacture of Equipment, and any derivatives thereof.
- 1.25 “**Initial International Fleet**” means the International A/C listed on Exhibit C-1.
- 1.26 “**Installable Additional International A/C**” has the meaning set forth in Section 2.3.
- 1.27 “**Installation Credit**” has the meaning set forth in Section 5.2.1.4.
- 1.28 “**Installation Formation**” has the meaning set forth in Section 5.2.1.3.
- 1.29 “**Installation Reimbursement**” has the meaning set forth in Section 5.2.1.4.
- 1.30 “**Installation Schedule**” has the meaning set forth in Section 2.2.
- 1.31 “**Installation Test Plan**” has the meaning set forth in Section 3.6.

- 1.32 “**International**” means regularly scheduled for service to and/or from airports outside the United States (for purposes of this definition, Alaska and Hawaii are considered outside the United States).
- 1.33 “**Launch**” means two (2) weeks following receipt of PMA for the Equipment associated with the first Prototype A/C under this Agreement.
- 1.34 “**Liquidated Damages**” means, collectively, the following forms of liquidated damages which may be assessed against Gogo if Gogo fails to meet certain obligations under this Agreement (each of which is hereinafter defined): [***].
- 1.35 “**Load Factor**” means the number of seats occupied by passengers on a Retrofit A/C during a particular flight divided by the total number of available passenger seats on the Retrofit A/C, to be reported to Gogo by flight number, city-pair Flight Segments and date.
- 1.36 “**PMA**” means Part Manufacturer Approval provided by the FAA.
- 1.37 “**Portal**” means the Delta Portal and/or the Gogo Portal as the context requires.
- 1.38 “**Portal Revenue**” means [***].
- 1.39 “**Portal Usage**” means a User’s use of the WiFi Services prior to clicking on the link on the Delta Portal to login to a Gogo account.
- 1.40 “**Program**” means the design, integration, installation, Certification, and on-going maintenance and support associated with Revenue Launch and the provision of the Connectivity Services on board the Retrofit A/C.
- 1.41 “**Production A/C**” means each Retrofit A/C that is not a Prototype A/C.
- 1.42 “**Prototype A/C**” means the first A/C of each Fleet Type on which the Equipment is installed and which is used to obtain the STC for the Connectivity Services.
- 1.43 “**Prototype Credit**” has the meaning set forth in Section 5.2.2.
- 1.44 “**Regulatory Approvals**” means any regulatory approvals or permits of any national, federal, state, local or international governmental agency or authority (including without limitation any required Certifications and any amendments or supplements thereto, any other FAA approvals or licensing requirements, any FCC approvals or licensing requirements, any requirements of applicable experimental licenses or permits (or renewals thereof) and applicable tariffs, if any, when issued) that are required for installation, operation, maintenance, modification or Deinstallation of the Equipment and performance of the Services.
- 1.45 “**Regulatory Damages**” has the meaning set forth in Section 5.7.
- 1.46 “**Removal**” or “**A/C Removal**” means the sale, lease return, transfer or other similar removal of a Retrofit A/C from Delta’s operating International fleet, and specifically excludes any break from service for seasonal or temporary purposes or for storage, maintenance, repair or overhaul.
- 1.47 “**Retrofit A/C**” means one or more A/C equipped with the Equipment and enabled for Connectivity Services pursuant to this Agreement.
- 1.48 “**Revenue Launch**” means the date on which Gogo first charges Users fees in connection with their use of Connectivity Services on a Retrofit A/C.

- 1.49 “**Service Levels**” means the Service Levels set forth in Exhibit B.
- 1.50 “**Services**” means the Connectivity Services and any other services to be provided by Gogo pursuant to this Agreement, including without limitation, services pertaining to maintenance, support, engineering, installation and Deinstallation of the Equipment, and training in connection thereto.
- 1.51 “**Shipset**” or “**shipset**” means all Equipment and Software required to implement and activate the System on one Retrofit A/C, as such Equipment and Software are listed in Exhibit A.
- 1.52 “**Software**” means any operating or application software contained within the Equipment as listed in Exhibit A, any other software provided by Gogo to Delta under this Agreement, and any enhancements, modifications, updates, upgrades, fixes, workarounds, releases or other changes thereto provided or to be provided by Gogo under this Agreement. The term “Software” shall include its Documentation.
- 1.53 “**SOW**” means a written document, signed by the parties, that describes services to be performed by Gogo under this Agreement and contains other terms and conditions agreed by the parties with respect to the services described therein.
- 1.54 “**Specifications**” has the meaning set forth in Section 3.3.
- 1.55 “**Splash Page**” means the first web page of the Portal that a User will see when the User connects to the Connectivity Services on a Retrofit A/C, which will be branded with Gogo Marks and Delta Marks as agreed.
- 1.56 “**Sponsorship**” means an arrangement in which a third party pays a negotiated amount to Delta or Gogo, as applicable, and in consideration of such payment Gogo offers free or discounted Connectivity Service to passengers on one or more Retrofit A/C and advertises such service as being sponsored by the third party.
- 1.57 “**Sponsorship Revenue**” means the amount paid by a third party to Delta or Gogo (after deducting commissions paid to third parties), as applicable, in connection with a Sponsorship.
- 1.58 “**STC**” has the meaning set forth in Section 2.3.
- 1.59 “**System**” means the group of independent but interrelated software and hardware (including A/C interfaces) that are networked together to provide the Connectivity Services to Users on board the Retrofit A/C and includes satellite and ground equipment and software operated by Gogo or its suppliers.
- 1.60 “**Take Rate**” means, for each Flight Segment, the result obtained by [***].
- 1.61 “**Trigger Date**” means, for a Fleet Type, [***].
- 1.62 “**User**” means an individual passenger who uses an electronic device to access the Connectivity Services on a Retrofit A/C.
- 1.63 “**WiFi Services**” has the meaning set forth in Section 5.3.1.

2. OVERVIEW OF RELATIONSHIP

- 2.1 **Scope.** This Agreement is for the purchase and sale of the Equipment and Software and Gogo's performance of the Services, which includes Gogo's provision of the Connectivity Services to Users on board Retrofit A/C. This Agreement includes the following Exhibits, which are incorporated by reference herein:

Exhibit A — Equipment

Exhibit B — Service Level Agreement

Exhibit C-1 — Initial International Fleet / Installation Schedule

Exhibit C-2 — Current Routes

Exhibit D — Specifications for International A/C

Exhibit E — Air Worthiness Agreement

Exhibit F — System Definition Document

Exhibit G — Trademarks

Exhibit H — Maintenance Services

- 2.2 **Initial International Fleet.** [***]

- 2.3 **Additional Fleet Types and Installable Additional International A/C.** At Delta's request, the parties will work together to develop an installation schedule and agree upon such other technical requirements as are necessary to deliver and install the Equipment on International Fleet Types of A/C that are not part of the Initial International Fleet ("**Additional Fleet Types**"), with such timing and technical details to be set forth in one or more agreed upon amendments to this Agreement. Gogo will be responsible for all Equipment and related paperwork as required to convert A/C of Additional Fleet Types into Retrofit A/C, and will use commercially reasonable efforts to complete a Supplemental Type Certificate ("**STC**") for the applicable A/C as expeditiously as possible after notification by Delta of its intent to add Additional Fleet Types. Upon Delta's election, Gogo shall perform the Services set forth in this Agreement with respect to Additional Fleet Type A/C pursuant to the terms of this Agreement except as set forth above.

In addition, upon Delta's election, Gogo shall perform the Services set forth in this Agreement with respect to additional International A/C that are not a part of, but are of the same Fleet Types as those in, the Initial International Fleet (the "**Existing Fleet Type A/C**"; together with the Additional Fleet Type A/C, the "**Installable Additional International A/C**") pursuant to the terms of this Agreement. The tail numbers of such Existing Fleet Type A/C will be added to this Agreement by amendment.

- 2.4 [***]

- 2.5 **Time Frame for Installation.** If Gogo has not converted to Retrofit A/C the lesser of (a) all Installable A/C or (b) [***] International A/C (either of (a) or (b), as applicable, is referred to as "**Full Installation**") prior to the installation of [***] connectivity equipment and activation and connectivity services on [***] (the "[***] Installation") as evidenced by [***] (the "[***] Announcement"), then Gogo will provide to Delta a credit or refund (per the formula below) that may be applied by Delta only toward the purchase of (or for a refund of amounts paid by Delta for previously purchased) Equipment pursuant to this Agreement (the "[***] Credit"), including any Equipment for which Delta has already made payment. As used herein, the term "**Installable A/C**" means all A/C that are both (a) scheduled to be converted to Retrofit A/C prior to the [***] Installation pursuant to the Installation Schedule and (b) made available by Delta to Gogo in accordance with the Installation Schedule. The [***] Credit shall be calculated as follows:

\$25 million multiplied by the Installable A/C Ratio (where the "**Installable A/C Ratio**" is the number of Installable A/C divided by [***], provided that the Installable A/C Ratio shall not be greater than [***])

For example, if the number of Installable A/C were [***] A/C, then the [***] Credit would be \$[***] million. The parties agree that it is difficult or impossible to determine the damages that Delta will suffer in the event of a delay, and that the [***] Credit is not a penalty but a fair and reasonable estimate of the damages that would result from such delay.

However, if Gogo completes Full Installation prior to the [***] Installation, then Gogo would be eligible for a reduction in Liquidated Damages as set forth below:

1. If Gogo completes Full Installation at least [***] prior to the [***] Installation, as evidenced by the [***] Announcement, then any Liquidated Damages assessed on Gogo pursuant to this Agreement will be reduced by 25% multiplied by the Installation A/C Ratio.
2. If Gogo completes Full Installation at least [***] prior to the [***] Installation, as evidenced by the [***] Announcement, then any Liquidated Damages assessed on Gogo pursuant to this Agreement will be reduced by 50% multiplied by the Installation A/C Ratio.
3. If Gogo completes Full Installation at least [***] prior to the [***] Installation, as evidenced by the [***] Announcement, then any Liquidated Damages assessed on Gogo pursuant to this Agreement will be reduced by 75% multiplied by the Installation A/C Ratio.
4. If Gogo completes Full Installation at least [***] prior to the [***] Installation, as evidenced by the [***] Announcement, then any Liquidated Damages assessed on Gogo pursuant to this Agreement will be reduced by 100% multiplied by the Installation A/C Ratio.

For example, assuming that the Installation A/C Ratio is 0.50, if Gogo completes Full Installation on January 1, 2015, and the [***] Installation, as evidenced by the PAC/UA Announcement, occurs on May 1, 2015, any Liquidated Damages paid or payable by Gogo would be reduced by 12.5%.

- 2.6 Notwithstanding the foregoing, (A) if Gogo completes Full Installation on or before January 1, 2015, Delta shall not be entitled to any [***] Credit even if the [***] Installation occurs prior to the date of Full Installation and (B) if Gogo fails to complete Full Installation by January 1, 2016, Gogo will not be eligible for any reduction in Liquidated Damages. For the purposes of this Section 2.5, the date on which Full Installation occurs will be adjusted to the extent of any applicable Excusable Delay

2.7 [***]

3. **EQUIPMENT**

3.1 **Equipment for Installation on International Fleet** [***]

3.2 [***]

3.3 **Specifications.** The Equipment and Software will be built and maintained to meet the functional, performance, operational, compatibility and other specifications and technical requirements described in the applicable Documentation and in the Equipment Specifications set forth in Exhibit D, which may be revised from time to time by mutual agreement as required to obtain Certification or to provide the Connectivity Services in accordance with the terms of this Agreement (the “**Specifications**”). Notwithstanding

anything to the contrary contained herein, in the event that Gogo requests Delta's approval of revised Specifications in order to obtain Certification, Delta's approval will not be unreasonably withheld. [***] The Equipment shall function as an integral component of the System in accordance with the Specifications.

3.4 **Documentation and Software.**

3.4.1 **Connectivity Services Documentation.** Gogo shall provide documents, operating and user manuals, training materials, product descriptions, guides, drawings, Specifications and other information (the "**Documentation**") that are referenced by Delta's FAA approved maintenance program or Delta otherwise reasonably requests or requires.

3.4.2 **System Definition Document.** A high-level description of the System is set forth in Exhibit F.

3.4.3 **License and Restrictions.** During the Term and subject to the terms of this Agreement, Delta shall have the non-exclusive, royalty-free right to use the Software as embedded in the Equipment, and use and duplicate the Documentation, solely as necessary to test, install and use the Equipment on the Retrofit A/C in connection with the Connectivity Services. Except as set forth above or with Gogo's prior written consent, Delta shall not modify, alter or reproduce the Software, Documentation or similar items provided by Gogo to Delta, nor remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included therein, nor reverse engineer, decompile or disassemble the Software.

3.4.4 **Third Party Documentation.** As soon as practical following the Effective Date, Gogo shall request all necessary technical documentation from the manufacturer and/or designer of components of the Retrofit A/C with which the Equipment and Software will interface, including but not limited to, aircraft wiring data ("**Third Party Documentation**"). Gogo shall enter into such confidentiality agreements as are reasonably required by such manufacturer and/or designer in order to obtain such documentation. In the event that Gogo is not successful in obtaining the Third Party Documentation and such event may adversely impact the Program schedule, Gogo shall promptly notify Delta and Delta will provide reasonable assistance to Gogo in obtaining such documentation at no cost to Gogo if possible. If despite such efforts payment is required for the Third Party Documentation, such costs will be borne by Gogo.

3.4.5 **No Other License.** The terms of this Agreement shall govern the use of the Software and Documentation and any other terms or conditions of any license agreements delivered in or with the Equipment shall be void and of no effect.

3.5 **Certification.** [***]

3.6 **Installation Test Plan.** An installation test plan (the "**Installation Test Plan**") will be developed by Gogo and provided to Delta for approval, which approval will not be unreasonably withheld. Gogo shall deliver the Installation Test Plan to Delta not later than thirty (30) days prior to the first scheduled installation of the Equipment on the A/C.

3.7 **Deinstallation.** [***]

- 3.8 **Purchase Orders for Equipment.** Delta will place purchase orders (“**Purchase Orders**”) with Gogo via confirmed facsimile or electronic transmission for the Equipment specifying (a) the quantity of units of each shipset and/or Component ordered; (b) the per unit price for each shipset and/or Component; (c) requested delivery dates; (d) point of delivery (“**Designated Destination**”); (e) the A/C on which the Equipment will be installed; (f) any special requirements relating to the order; and (g) a Purchase Order number and date. In the event a Purchase Order contains additional or different terms and conditions than those set forth herein, the terms and conditions of this Agreement shall control, notwithstanding a statement to the contrary therein. All Purchase Orders for Equipment and/or Software shall reference and are governed by the terms of this Agreement.
- 3.8.1 **Order Acceptance.** Within [***] business days after Gogo’s receipt of a Purchase Order for Equipment, Gogo will acknowledge receipt and either (a) accept it by (i) signing the Purchase Order in the space provided thereon and returning it to Delta via return mail or confirmed facsimile, or (ii) (in the case of e-mail transmissions) by sending an electronic acknowledgement of acceptance or (b) reject the Purchase Order in writing, providing reasons for such rejection, via the same methods permitted for acceptance. Gogo will accept all Purchase Orders that specify delivery dates consistent with the applicable Lead Time for the Equipment ordered as set forth in Exhibit A.
- 3.8.2 **Lead Times.** Lead Times for the Equipment are as set forth in Exhibit A, which Lead Times may be revised by mutual agreement of the parties from time to time or for an Excusable Delay.
- 3.8.3 **Cancellation Charges.** If Delta cancels a Purchase Order, in whole or in part, there will be no cancellation charges imposed by Gogo if Delta provides written notice of cancellation at least [***] prior to the scheduled delivery date. For canceled Purchase Orders as to which Delta fails to provide such timely notice, (i) Gogo will use commercially reasonable efforts to dispose of the Components acquired by Gogo to fulfill the cancelled portion of such Purchase Order (the “**Excess Components**”) in a manner that mitigates liability for such Excess Components to the extent reasonably possible and (ii) if, within [***] after the date of cancellation, despite such efforts, Gogo is unable to dispose of the Excess Components, Delta will reimburse Gogo for (A) the actual costs paid by Gogo for the remaining Excess Components and (B) any restocking fees or similar charges actually charged by suppliers for return of Excess Components. Delta shall own and retain title to any Excess Components for which it has paid Gogo in accordance with the immediately preceding clause (A).
- 3.9 **Packing, Shipping and Delivery of Equipment**
- 3.9.1 **Packing and Marking.** Gogo shall affix to each shipset some marking that displays the model number, serial number (if applicable) and date of final assembly thereof. With each shipment, Gogo will include a packing list indicating the Equipment contained in such shipment by serial number and listing the date of shipment, and (a) the quantity of units of each shipset and/or Component; (b) the per unit price for each shipset and/or Component; (c) requested delivery dates; (d) Designated Destination; (e) the A/C on which the Equipment will be installed; (f) any special requirements relating to the order; and (g) a Purchase Order number and date. Each shipset shall include part numbers for the Components within such shipset. Equipment that is not serial number tracked shall be designated, on the packing list, by description and quantity.
- 3.9.2 **Shipping.** All shipments will be packaged in accordance with current ATA Specification 300 Category III and made pursuant to Delta’s Routing Guide, which can currently be found at www.delta.com/ship. Title and risk of loss shall pass from Gogo to Delta when Gogo delivers the shipment to the

shipping carrier. Delta shall be responsible for (and shall provide Gogo with proof of) insurance coverage on the Shipsets shipped, and shall pay freight costs (which shall be included on the invoice) associated with shipping the shipsets to the Designated Destination.

3.10 **Inspection and Acceptance of Equipment**

- 3.10.1 **Inspection and Acceptance**. Upon receipt of the Equipment at the Designated Destination, Delta shall visually inspect the Equipment to ensure receipt of all Components in a physically undamaged condition. Delta shall notify Gogo of any discrepancies therein within thirty (30) days following receipt thereof (the "**Return Period**"). Unless Delta notifies Gogo of a discrepancy within such period, Delta's acceptance of any Equipment and/or Software shall be deemed to have been made upon receipt. Nothing herein shall, however, be construed to limit the warranty provisions of this Agreement.
- 3.10.2 **Remedies**. Gogo shall accept for return any Equipment that Delta reasonably determines to be defective during the Return Period. Unless otherwise agreed, Delta agrees to ship any defective Equipment to Gogo, at Gogo's sole risk and expense, in accordance with a mutually agreed upon process. For returned Equipment, Delta shall include on the outside packaging a return materials authorization ("**RMA**") number to be obtained by Delta from Gogo. Gogo will issue Delta the RMA number within five (5) business days of the receipt of such request from Delta. Gogo will, at its option and cost, promptly repair the nonconformities or replace the nonconforming Equipment as expeditiously as possible.

4. **DESIGN CHANGES**

- 4.1 **Mandatory Changes**. In the event Gogo must change the Specifications to help correct a safety or reliability problem, to obtain or maintain Certification, or to ensure conformance with any applicable law or regulation ("**Mandatory Change**"), Gogo will immediately submit a Design Change Form to Delta identifying the consequences of implementing such Mandatory Change, including (i) proposed changes to the Equipment and/or Software; and (ii) the amount of time required to implement such change. Upon Delta's approval, which will not be unreasonably withheld or delayed, Gogo will at its expense promptly make the agreed upon change and complete all other requisite work as appropriate in all Equipment. The applicable Specifications shall be construed as incorporating the Mandatory Change.
- 4.2 [***]
- 4.3 **Improvements**. Gogo may from time to time upgrade or improve the System to employ new technology or to otherwise enhance the functionality and/or reliability of the Connectivity Services and the User's experience. In the event that Gogo offers to any general commercial airline Connectivity Services on International flights that have any material services not part of the Connectivity Services then available on Delta's International flights or materially enhanced functionality or reliability as compared to the Connectivity Services then available on Delta's International flights, and Delta requests such service, functionality or reliability, within a reasonable period of time Gogo will upgrade or replace the Equipment on the Retrofit A/C in the International Fleet at a mutually agreed upon cost to Delta, [***], such that the System provided hereunder includes such additional service, functionality or reliability.

5. **SERVICES**

- 5.1 **Gogo to Provide.** Gogo shall provide the Services described in this Section under the terms and conditions of this Agreement. Gogo agrees to furnish all labor, supervision, tools, equipment, parts and materials required to perform the Services. Gogo shall perform the Services in a good and workmanlike manner, with due professional care, in accordance with the schedules and other performance metrics and criteria set forth herein and in any SOW hereunder.
- 5.2 **Equipment-Related Services.**
- 5.2.1 **Installation.**
- 5.2.1.1 **Initial International Fleet and Installation Reimbursement.** Promptly after the Effective Date, the parties shall work together in good faith to determine the installation site, delivery date, delivery location, retrofit start and retrofit end dates (collectively, the “**Installation Details**”) for each tail number of the Initial International Fleet, provided that the Installation Details shall be consistent with the Installation Schedule. Once the Installation Details are completed, they shall become a part of the Installation Schedule. [***]
- 5.2.1.2 Following full conversion of the 767-300ER Prototype A/C to a Retrofit A/C and receipt of the STC, Delta may request that Gogo validate the installation process and expected time required for installation. In such event, Gogo requires that Delta make available [***] 767-300 A/C in the Installation Formation, and Gogo anticipates that Gogo or its contractor can complete installation of Equipment on each such A/C within [***] of the time when such A/C are made available by Delta to Gogo (the “**Install Validation Program**”). The shortest amount of time spent by Gogo or its contractor in performing a complete installation of Equipment on any A/C during the Install Validation Program shall be deemed the “**Installation Baseline.**” The Install Validation Program will take place as closely following receipt of STC as possible. [***]
- 5.2.1.3 **Additional Fleet Types.** For any Additional Fleet Types, the parties will mutually agree upon the Installation Details. If requested by Delta, Gogo will provide, for the Additional Fleet Types, the installation, training and support services set forth in this Agreement for the Initial International Fleet.
- 5.2.1.4 **Completion.** Installation of Equipment for each A/C shall be deemed to be complete at such time as appropriate entries have been made by authorized Gogo and Delta personnel in the maintenance log book for such A/C certifying that the Equipment has passed the Installation Test Plan and the installation was made in accordance with all Regulatory Approvals. Compliance with the Installation Test Plan shall not be deemed a waiver of any warranty or other rights provided for in this Agreement. For any installation performed by Gogo, Delta will make the applicable A/C available to Gogo for installation of the Equipment in a continuous installation line (the “**Installation Formation**”).
- In the event that Gogo fails to complete any installation of Equipment on any Production A/C within [***], upon Delta’s request, Gogo or its contractor will, if technically feasible and if permissible under all applicable laws, rules, regulations, Certifications and orders of regulatory agencies, “close up” its installation work and resume installation at a subsequent time in order to prevent the A/C from being out of service.

Thereafter, Delta will use commercially reasonable efforts to make the “closed up” A/C available for completion of installation at a mutually agreed upon time.

5.2.1.5 **Installation Credit.** [***]

5.2.1.6 **Prototype Installations Performed by Gogo.** Gogo and Delta will coordinate to arrange a mutually convenient date that each Prototype A/C will be taken out of service and made available to Gogo for installation and Certification activity (the “**Out of Service Date**”), taking into account the overall installation program, and such factors as A/C availability from Delta and engineering and installation crew availability from Gogo, among other factors. [***] Commencing on the Out of Service Date, Gogo shall properly install the Equipment on the Prototype A/C in accordance with all the requirements of the Agreement and obtain all required Certifications and Regulatory Approvals necessary so that the Prototype A/C may be returned to revenue service (“**Return to Service**”) within [***] of the Out of Service Date or, if mutually agreed by the parties, in accordance with another schedule. The schedule shall be extended on account of work that Delta needs to accomplish on the Prototype A/C while Gogo performs its required installation and certification activity, if and only to the extent that the work Delta needs to accomplish will delay or interfere with Gogo’s activities. The schedule is also subject to extension on a day for day basis due to any Excusable Delays or any delays in receipt of required Certifications and Regulatory Approvals that are not caused by Gogo or its third party engineering certification firm. Gogo will pay Delta liquidated damages of \$[***] per day, up to an aggregate maximum amount equal to the amount to be paid by Delta (including through use of any credits) for the Equipment installed on the applicable Prototype A/C, for each day that Return to Service is delayed beyond [***] (or any mutually agreed schedule other than [***]) after the Out of Service Date (the “**Prototype Credit**”). The parties agree that it is difficult or impossible to determine the damages that Delta will suffer in the event of such a delay, and that the Prototype Credits are not a penalty but a fair and reasonable estimate of the damages that would result from such delay. Subject to any Excusable Delay, Gogo will obtain or has obtained Certification for the first Prototype A/C by [***].

5.2.2 **Ongoing Maintenance, Training and Support.** [***]

5.2.3 **Certification.** [***]

5.3 **Connectivity Services.**

5.3.1 **Description.** A System Definition Document (“**SDD**”) that defines the functionality of the Connectivity Services, as well as the Equipment and Software within the System, is incorporated into this Agreement as **Exhibit F**. At Revenue Launch, Gogo will offer in-flight wireless Internet connectivity for Users using laptop computers and personal electronic devices (“**PEDs**”) with Wi-Fi capability, using the System (the “**WiFi Services**”). The WiFi Services will permit the User to, among other things, access email, instant messaging, text messaging, access to virtual private networks and Internet browsing.

5.3.2 **IFE and Passenger Voice Communication.** Gogo acknowledges that Delta has or may have IFE systems from other providers installed on the Retrofit A/C, and Delta agrees that the location of such equipment will not

prevent installation of the Equipment on such A/C in accordance with the Specifications. If the normal operation of the Equipment is substantially affected by IFE equipment subsequently installed by a third party, Delta and Gogo will work together in good faith to ensure that the third party resolves any conflicts. The parties agree that passenger voice services are not provided by Gogo under this Agreement. If either party requests the provision of passenger voice services as a part of this Agreement, the parties agree to discuss in good faith appropriate terms and conditions.

5.3.3 **Service Levels.** Gogo will provide the Equipment and Connectivity Services in accordance with the Service Levels.

5.3.4 **User Fees.** The initial price to be paid by Users of the Connectivity Services (the “**User Fee**”) will be determined by Gogo. If either party wishes to change the User Fee, Gogo will share with Delta such research and other information relevant to such User Fee as Delta reasonably requests (subject to Gogo’s obligations under confidentiality agreements), and Gogo and Delta will collaboratively review such information and work together in good faith to agree upon pricing. In the event that the parties cannot agree within 45 days after all such information has been provided by Gogo, Gogo will make the determination so as to accommodate Delta’s expressed concerns as closely as possible, but in no event shall the User Fee on a Delta Retrofit A/C be higher than that offered by Gogo on an International aircraft operated by another U.S. based airline on comparable International routes. User Fee determinations will in all instances be made with the goal of maximizing gross revenue from Connectivity Services and passenger satisfaction. Gogo will be responsible for all User care, support and billing, as well as authentication, authorization, credit card processing and accounting related to the Connectivity Services.

5.3.5 **PCI Compliance.** Gogo shall comply with and shall have a program to assure Gogo’s continued compliance with, or enter into an agreement with a third party provider of payment processing services that ensures compliance with, the Payment Card Industry Data Security Standards (“PCI DSS”) published by the PCI Security Standards Council, as the PCI DSS may be amended, supplemented, or replaced from time to time, and as applicable to the transactions processed via the Connectivity Services. Gogo shall report in writing to Delta, at a minimum annually, proof of such compliance with the PCI DSS. If Gogo becomes aware that Gogo or its service provider is not, or will not likely be, in compliance with PCI DSS for any reason, Gogo will promptly report in writing to Delta the non-compliance or likely non-compliance.

5.4 **VOIP and Other Prohibited Applications.** Within five (5) business days following any date on which Gogo becomes aware that Users are using Voice over Internet Protocol, Internet telephony or similar services (“**VOIP**”) through the Connectivity Services on Retrofit A/C, provided it is feasible to do so on a commercially reasonable basis and does not materially deteriorate the User experience or Service Levels, Gogo will at its expense either revise the System to block the method for such VOIP use of which Gogo is aware, or develop and present to Delta a plan and timetable for blocking such VOIP use as expeditiously as is possible. In the event that Delta requests that Gogo block other applications or websites, to the extent it is technically feasible and does not materially deteriorate the User experience or Service Levels, Gogo will, within a reasonable period following such request, develop and present to Delta a plan and timetable for blocking such applications and/or websites as well as an estimate of associated costs. Delta will reimburse Gogo for the reasonable expense of developing such a plan. Notwithstanding anything to the contrary contained herein, (i) Gogo shall not be required to block any application (including VOIP) or website if Gogo reasonably believes that such blocking

could cause Gogo to violate the Communications Act of 1934, any rule or regulation promulgated by the FCC or any other law, rule or regulation applicable to Gogo or its business; and (ii) Delta shall be solely responsible for determining what applications (other than VOIP) and/or websites are to be blocked.

- 5.5 **Data.** Data in the System, in the Gogo Access Section (not including the Delta Portal) and in the Gogo Portal will not be collected, transported, stored or delivered using any Delta hardware, software, equipment or other devices, and Delta will not have access to or control over the data. As between the parties, Gogo shall be solely responsible for the proper collection, processing, storage, transport, use and delivery of all data input into the System (other than parts of the Delta Portal) and the Gogo Portal by Users, internet service providers or other third parties; and Delta shall be solely responsible for the proper collection, processing, storage, transport, use and delivery of all data input into the Delta Portal, but not the other parts of the System, by Users, internet service providers or other third parties.
- 5.6 **Compliance with Laws and Certification.**
- 5.6.1 With respect to its obligations under this Agreement, Gogo shall comply, and shall cause the Connectivity Services to comply with, all applicable U.S. laws and regulations, including without limitation privacy laws and CALEA (Communications Assistance for Law Enforcement Act), and shall obtain the Regulatory Approvals. Delta will cooperate with Gogo, at no charge other than out-of-pocket expenses, in all manner reasonably necessary for Gogo to perform its obligations under the preceding sentence. Delta will also provide Gogo, at no charge, with access to the Retrofit A/C and such assistance as Gogo reasonably requests to obtain and maintain Certification of the Equipment and Connectivity Services, provided such access shall not unreasonably interfere with Delta's operations.
- 5.6.2 In addition, Gogo shall be responsible for compliance of the Connectivity Services with all applicable non-U.S. laws and regulations, and shall obtain any approvals that are required in other countries or regions, to enable the provision of Connectivity Services on Retrofit A/C operating in such countries or regions ("**Non-U.S. Compliance Requirements**").
- 5.7 **Gogo Regulatory Failures** If Gogo failed to obtain required approvals from the FCC or failed to meet any Non-U.S. Compliance Requirements (a "**Gogo Regulatory Failure**") as of [***], and the Gogo Regulatory Failure results in the interruption or unavailability of the Connectivity Services over any [***], Gogo will pay Delta [***] as liquidated damages. If a Gogo Regulatory Failure exists as of [***], and the Gogo Regulatory Failure results in the interruption or unavailability of the Connectivity Services over [***], Gogo will pay to Delta an additional [***] as liquidated damages. If a Gogo Regulatory Failure exists as of [***], and the Gogo Regulatory Failure results in the interruption or unavailability of the Connectivity Services over [***] Gogo will pay to Delta an additional [***] as liquidated damages. The dollar amounts set forth in this Section are collectively referred to as "**Regulatory Damages**". Regulatory Damages shall be Delta's sole and exclusive remedy for the Gogo Regulatory Failures described in this Section 5.7 (excluding Section 5.7.1). Notwithstanding the foregoing, Gogo shall not be required to pay Regulatory Damages with respect to any Gogo Regulatory Failure that is the result of Gogo's refusal to violate applicable laws, rules and regulations. The parties agree that it is difficult or impossible to determine the damages that Delta will suffer in the event of a Regulatory Failure, and that the Regulatory Damages are not a penalty but a fair and reasonable estimate of the damages that would result from such Regulatory Failure.
- 5.7.1 Gogo shall meet any Non-U.S. Compliance Requirements in [***] of Delta's request by written notice; provided that such notice may not be given before [***].

5.8 **Coverage.** [***]

5.9 **Statements of Work.** For any other Services not described herein that Gogo is to perform pursuant to this Agreement, the parties will enter into an SOW. No SOW will be effective unless and until signed by both parties.

6. **DELTA OBLIGATIONS**

6.1 **Fleet Availability.** Delta agrees to make A/C available to Gogo at Delta facilities at such times consistent with Delta's maintenance programs and network requirements as Gogo reasonably requests for purposes of Deinstallation, testing, maintenance, and obtaining and maintaining Certification of the Equipment and Connectivity Services. Delta agrees to make the Initial International Fleet available for installation of the Equipment, and testing and Certification of the Equipment and Connectivity Services, in accordance with the Installation Schedule and in Installation Formation. If Delta does not provide to Gogo notice at least [***] prior to a failure by Delta to provide A/C in accordance with the Installation Schedule, not due to an Excusable Delay, then Delta shall pay to Gogo, as Gogo's sole and exclusive remedy for such failure, an amount equal to Gogo's actual documented costs, not to exceed \$[***] per failure, for Gogo's installation crew that was idled as a result of Delta's failure. If a Retrofit A/C survey is desired by Gogo, Gogo will provide Delta with at least fourteen (14) days prior notice of its desire to perform such aircraft survey. If fourteen (14) days prior notice is not practical under the circumstances, Delta will use commercially reasonable efforts to accommodate Gogo.

6.2 **Compliance with Laws and Certification.** With respect to its obligations under this Agreement, Delta shall comply, and shall cause the Delta Portal to comply, with all applicable U.S. laws, rules and regulations, including without limitation privacy laws and CALEA (Communications Assistance for Law Enforcement Act) and all applicable non-U.S. laws. Gogo will cooperate with Delta, at no charge other than out-of-pocket expenses, in all manner reasonably necessary for Delta to perform its obligations under the preceding sentence.

6.3 **Engineering.** Delta will make engineering resources reasonably available to Gogo on an agreed-upon schedule to assist with technical A/C and cabin surveys and provide information on existing A/C systems and design-for-maintenance knowledge.

6.4 **Connectivity Services Availability.** Delta agrees to have the Equipment turned on and available at all times (except when turned off by the flight crew for safety or regulatory reasons) for all passengers on board Retrofit A/C on all commercial flights for which the Connectivity Services are available; [***].

6.5 **Information Sharing.** Delta will provide Gogo with information regarding its Load Factor no less frequently than monthly, as well as such additional information as Gogo reasonably requests and Delta can reasonably provide (subject to third party confidentiality obligations) to improve passenger use of the Connectivity Services and revenue generation.

7. **MARKETING AND WEB USAGE**

7.1 **Initiatives.** The parties will cooperate in developing and implementing joint and separate initiatives to market, promote and advertise the Connectivity Services. Neither party will undertake any material promotion without obtaining the written approval of the other party (the term "promotion" for this purpose includes, without limitation, offering Connectivity Services for free or at discounted test or promotional rates).

7.2 **Press Release.** In connection with this Agreement, Gogo and Delta intend to issue one or more mutually agreed upon press releases regarding their planned introduction of Connectivity Services on International A/C.

- 7.3 **Connectivity Services Certificates.** Delta may from time to time wish to purchase complimentary certificates from Gogo for Connectivity Services (“**Connectivity Services Certificates**”) for its use in promoting Connectivity Services to Delta passengers. Such certificates may be purchased by Delta at a price equal to [***] of Gogo’s Base Retail Price, plus any applicable Taxes. Delta shall not be required to pay for a Connectivity Services Certificate until used by a User to access the Connectivity Services.
- 7.4 **Promotions.** In addition to general promotion of the Connectivity Services, Gogo and Delta will work together to develop promotional plans targeted at Delta’s premium passengers and other targeted groups. With respect to the Connectivity Services under this Agreement, Delta agrees to use commercially reasonable efforts to implement, as promptly as is practicable, the existing marketing/promotional initiatives in place under that certain Amended and Restated In Flight Connectivity Services Agreement by and between the parties dated April 7, 2011 (the “**Domestic Agreement**”) (the timetable and details of additional programs will be agreed upon by the parties), which include, without limitation:
- The capability to pre-purchase Connectivity Services on Delta.com as part of the ticketing transaction.
 - Direct communication to elite/medallion passengers specifically related to Connectivity Services.
- 7.5 **Portal.**
- 7.5.1 **General.** Unless Delta elects, as evidenced by a 2013 Portal Notice or a 2017 Portal Notice, to provide the Delta Portal pursuant to Section 7.5.2, Gogo will provide the Gogo Portal during the Term as part of the Services [***].
- 7.5.2 [***]
- 7.5.3 **Advertising and Sponsorship.** The parties will cooperate in identifying and pursuing advertising, Sponsorship, ecommerce and other promotional opportunities on the Portal. Gogo and Delta will cooperate to develop a corporate marketing and distribution strategy targeted at key Delta corporate accounts in Delta’s targeted markets.
- 7.5.4 **Usage.** [***].
- 7.6 **Terms of Use and Privacy.** Gogo shall be responsible for the Terms of Use and Privacy Policy for the Connectivity Services and with respect to the Gogo Portal. Delta shall be responsible for the Terms of Use and Privacy Policy with respect to the Delta Portal. Each party shall promptly provide the other with copies of any legal notices delivered to it that may result in liability to the other party.

8. **PROJECT ADMINISTRATION**

- 8.1 **Program Managers.** Gogo and Delta will each provide a dedicated program manager and such other human resources, including resources onsite at certain locations at certain times, as may reasonably be required to achieve the Program plan and schedule.
- 8.2 **Meetings.** The parties agree to participate in regular meetings with the appropriate personnel. Unless otherwise mutually agreed, Program reviews will be held every month during the installation of the Equipment.

- 8.3 **Cooperation.** The parties shall cooperate with one another in connection with the Program, including, without limitation, by each providing the other with reasonable and timely access to appropriate and accurate data (without independent verification thereof), information and personnel. Each party shall be responsible for, and shall use reasonable commercial efforts to remedy, its own failure in such regard.
- 8.4 **Program Reports.** The parties will provide Program reports (“**Reports**”) to one another on a regular basis to keep one another informed of the status of the Program and the Services in a timely manner. The parties will mutually agree upon the information to be included in, and format of, the Reports.
- 8.5 **Employees and Subcontractors of Gogo**
- 8.5.1 Gogo may utilize the services of subcontractors in the provision of the Equipment or performance of the Services. Gogo’s engagement of subcontractors will not relieve Gogo of its responsibility and obligation under this Agreement to perform fully in accordance with its terms.
- 8.5.2 Gogo shall provide the names and job responsibilities of all applicable individuals providing installation support or other Services on Delta’s aircraft or premises, whether employees, subcontractors or employees of subcontractors. Notwithstanding anything in this Agreement to the contrary, all personnel providing any of the Services under this Agreement on behalf of Gogo, whether employees, subcontractors or employees of subcontractors, shall comply with Delta’s technical operations policies and procedures, a copy of the relevant portions of which Delta shall provide to Gogo in advance and from time to time as updated.
- 8.5.3 Gogo shall pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for and on account of unemployment compensation, disability insurance, old age pension, or annuities, and all similar payments or contributions now or hereafter imposed by any Federal, state, or local governmental authority, with respect to or measured by wages, salaries, or other compensation paid by Gogo to persons employed or retained by Gogo or its contractors; and Gogo further agrees to indemnify and save Delta and its Affiliates harmless from and against any and all such liability or claims.
- 8.5.4 All Services shall be furnished by Gogo as an independent contractor. Subject to Sections 8.5.5 and 8.5.6, Gogo shall determine how to staff the Services under this Agreement. Under no circumstance shall any Gogo personnel utilized by Gogo to perform the Services be deemed employees of Delta. Delta and Gogo are not joint employers for any purpose under this Agreement.
- 8.5.5 If any of the individuals whose names have been provided to Delta under Section 8.5.2 of this Agreement appears on the Transportation Security Administration Watchlist, Gogo shall, upon written notice of Delta, promptly remove the individual from performing Services on the A/C.
- 8.5.6 All individuals providing installation/Deinstallation support or other Services on Delta’s aircraft or premises shall comply with the airworthiness requirements set forth in Exhibit E, which may be updated by Delta from time to time upon providing written notice to Gogo. If any such individual is unacceptable to Delta for any lawful, commercially-reasonable reason, Delta shall notify Gogo in writing and Gogo shall promptly remove the named individual from performing such work or Services. Gogo shall, if requested by Delta, promptly provide a replacement with equal or better qualifications and skills to continue such work or Services at no increase in cost to Delta, within an agreed upon time.

8.6 **Work on Delta's Premises; Safety; Security.** To the extent that any Services are performed on Delta's premises, Gogo shall conduct the Services in such a manner that the work does not unreasonably interfere with the operation of other Delta business conducted on the premises. Gogo shall confine all equipment, apparatus, materials and operations to limits reasonably indicated by the proper representative of Delta, and Gogo shall not unnecessarily encumber the premises with materials. Gogo shall strictly comply with all of Delta's work and safety rules, as communicated to Gogo by Delta from time to time, and as the same may be updated and amended by Delta from time to time and communicated to Gogo. By requiring compliance therewith, Delta does not assume, abrogate, or undertake to discharge any duty or responsibility of Gogo to its employees and its subcontractors' employees or other person. Gogo is solely responsible for ensuring that its employees, its subcontractors, and their subcontractors and employees will perform all Services in a safe manner and in accordance with all applicable safety laws and regulations, including without limitation the FAA's substance abuse policies. Gogo and all individuals performing Services on Gogo's behalf, whether employees, subcontractors or employees of subcontractors, shall fully comply, at Gogo's expense, with any applicable security rules or procedures of any airport or authorities or governmental authorities, including the acquisition and display of any required badges, other credentials or security clearances.

9. **FEES**

9.1 **Revenue Share for Connectivity Services.** Gogo will pay Delta [***] of Connectivity Revenue (the "**Delta Connectivity Revenue Share**").

9.2 [***]

9.3 **Sponsorships.** For any Sponsorship conducted on one or more Retrofit A/C, Baseline Revenue will be allocated [***].

9.4 **Portal Revenue.** Prior to the Portal Transition Date, Portal Revenue will be [***].

9.5 **Intentionally Deleted.**

9.6 **Usage Fee.** [***].

9.7 **Service Fee.** Delta will pay Gogo a monthly service fee of \$[***] per month per Retrofit A/C, beginning at Revenue Launch for such Retrofit A/C and continuing throughout the remainder of the Term ("**Monthly Service Fee**").

9.8 **Invoices and Payment.** All amounts shall be payable in U.S. Dollars.

By Delta. Payment by Delta for Equipment shall be made net forty-five (45) days from the date of issuance of Gogo's invoice therefor, which issuance shall not precede shipment of the Equipment. Payment by Delta for the Monthly Service Fee, Connectivity Services Certificates, Portal Usage Fee, Usage Fee, Per Diem Rate (if applicable) and any Services shall be made net forty-five (45) days from the date of issuance of Gogo's invoice therefor. Gogo's share of Portal Revenue and Sponsorship Revenue collected by Delta will be calculated on a calendar quarter basis and paid to Gogo within forty-five (45) days of the end of the calendar quarter in which Delta collected such revenue. In the event that Delta in good faith disputes any invoiced amount(s), then within forty-five (45) days following issuance of the invoice, Delta will notify Gogo in writing of the disputed amount(s) and submit payment for all undisputed amounts in accordance with this Section 9.8.1, and Delta's nonpayment of such disputed amounts pending resolution will not constitute a breach by Delta of this Agreement. The unpaid disputed amount(s) will be resolved by mutual negotiations of the parties. Invoices to Delta hereunder shall be sent by Gogo using Delta's electronic invoicing system. [***].

9.8.1 **By Gogo.** All amounts payable to Delta shall be paid via credit or by wire transfer or electronic payment through the Automated Clearing House to Delta's depository bank at the following address:

[***]

[***]

Invoices to Gogo should be sent by Delta to the following address:

Gogo LLC

Attn: Accounts Receivable

1250 N. Arlington Heights Road, Suite 500

Itasca, IL 60143

9.9 **Taxes.**

9.9.1 "Tax" or, collectively, "Taxes," means any and all sales, use, excise, value added and other similar taxes levied or imposed by any Federal, state, local or foreign taxing authority, together with all interest, penalties and additions imposed with respect to such amounts.

9.9.2 Gogo shall be responsible for, and hereby accepts full and exclusive liability for the payment of, Taxes arising out of or in connection with the performance of this Agreement; provided, however, that Delta shall pay, and hereby accepts full and exclusive liability for the payment of, Taxes levied, imposed or assessed in connection with the Monthly Service Fee and Taxes levied, imposed or assessed in connection with the delivery, ownership, transfer, use, possession or return of the Equipment.

9.9.3 In connection with the performance of this Agreement, each party shall pay, and hereby accepts full and exclusive liability for the payment of, its own Taxes levied, imposed or assessed on its gross receipts, income, profits, capital or net worth.

9.9.4 If a claim is made against either party for Taxes with respect to which other party is liable for a payment hereunder, the party receiving such claim shall promptly notify the other party of such claim; provided however, that failure to give notice will not relieve the other party of its obligations hereunder, unless and except to the extent that (i) such failure increases the amount for which the other party would have been liable in the absence of such failure, or (ii) such failure results in the imposition of, or an increase in the amount of, any penalty or interest which is the subject of such claim. The other party may, in good faith, with due diligence and at its expense, contest the validity, applicability, or amount of such Taxes. Unless otherwise permitted by law or by agreement of the parties, the party against whom the claim was made will coordinate such contest, and such party shall make good faith efforts to contest such claim in cooperation with the other party and in accordance with the other party's reasonable requests and directions. If either party receives any refund of a Tax for which the other party has provided payment hereunder, that party shall promptly, but in any event within thirty (30) days of receipt of such refund, remit such refund to the other party, together with any interest refunded on such amount.

9.10 [***]

9.11 **Audit.**

9.11.1 **By Delta.** Gogo shall keep full and accurate records in connection with providing the Equipment, Software and Services and any revenue sharing obligations, and shall make each such record available for audit by an auditor selected by Delta in accordance with this Section 9.11.1 for a period of [***] years from the date on which the record is created; provided, however, such auditor shall not be entitled to access any information that Gogo may not disclose pursuant to confidentiality obligations to any third party. Any such audit may be conducted no more than once per year (other than audits of Gogo's compliance with Section 9.10) upon reasonable advance written notice and in a manner that minimizes disruption of Gogo's business, at Delta's expense by a leading public accounting firm appointed by Delta and approved by Gogo, such approval not to be unreasonably delayed or withheld. Any such auditor shall agree, in a writing reasonably satisfactory to Gogo, to maintain the confidentiality of all information disclosed pursuant to such audit. Notwithstanding anything to the contrary contained herein, with respect to Gogo's compliance with Section 9.10, Delta may cause an audit to be conducted if, once Gogo provides certification affirming Gogo's compliance with Section 9.10, Delta has reason to doubt the accuracy of such certification (in which case the expenses will be borne by Delta if the audit confirms Gogo's compliance and by Gogo if Gogo is found not to be in compliance). With respect to any audit of Section 9.10, the auditor shall, subject to appropriate confidentiality agreements, have access to information regarding Gogo's arrangements with other airlines but the report delivered by such auditor to Delta shall be drafted in a way that preserves the anonymity of other Gogo airline partners.

9.11.2 **By Gogo.** Delta shall keep full and accurate records related to installation and repair of all Equipment by Delta, the Take Rate and any revenue sharing obligations, and shall make each such record available for audit by an auditor selected by Gogo in accordance with this Section 9.11.2 for a period of [***] years from the date on which the record is created; provided, however, such auditor shall not be entitled to access any information that Gogo may not disclose pursuant to confidentiality obligations to any third party. Any such audit may be conducted no more than once per year upon reasonable advance written notice and in a manner that minimizes disruption of Delta's business, at Gogo's expense by a leading public accounting firm appointed by Gogo and approved by Delta, such approval not to be unreasonably delayed or withheld. Any such auditor shall agree, in a writing reasonably satisfactory to Delta, to maintain the confidentiality of all information disclosed pursuant to such audit.

10. **WARRANTY**

10.1 **Each Party.** Each party hereby represents and warrants to the other party the following:

10.1.1 Such party is duly organized and validly existing and has the power and authority to execute and deliver, and to perform its obligations under, this Agreement.

10.1.2 Such party's execution and delivery of this Agreement and performance of its obligations hereunder have been and remain duly authorized by all necessary action, do not require any approval or consent of equityholders (or if such approval is required, such approval has been obtained), do not require the approval or consent of any court or governmental agency or authority other than as specifically provided herein, and do not contravene any provision of its certificate of incorporation or by-laws (or equivalent documents) or any law, regulation or contractual restriction binding on or affecting it or its property except as expressly set forth herein.

- 10.1.3 This Agreement is such party's legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).
- 10.2 **Gogo**. Gogo warrants that, at all times during the Term:
- 10.2.1 All Equipment and Software provided hereunder will be new unless otherwise specified, be free from all liens or encumbrances granted or created by Gogo, be free from material defects in material, workmanship and design, and be designed for use in the A/C environment, including selection of materials and process of manufacture.
- 10.2.2 The Equipment and Software provided hereunder will substantially conform to and operate in accordance with the Specifications.
- 10.2.3 The System and Gogo Portal will comply with all applicable laws, rules and regulations, including without limitation, all FAA orders or regulations and those of any other United States or international regulatory agency or body having jurisdiction over the System and Portal.
- 10.2.4 Gogo will be responsible for obtaining and maintaining all Regulatory Approvals required to operate the System and the Gogo Portal and perform the Services.
- 10.2.5 Gogo will use commercially reasonable efforts to comply with the Service Levels.
- 10.2.6 The Services will be performed in a professional and workman-like manner consistent with industry standards, and the personnel used to provide the Services are properly licensed and qualified and have the skill, experience and knowledge necessary to carry out the tasks allocated to them.
- 10.3 **Delta**. Delta warrants that, at all times during the Term:
- 10.3.1 The Delta Portal will comply with all applicable laws, rules and regulations, including without limitation, all FAA orders or regulations and those of any other United States or international regulatory agency or body having jurisdiction over the Portal.
- 10.3.2 Delta will be responsible for obtaining and maintaining all Regulatory Approvals required to operate the Delta Portal.
- 10.4 **Conditions**. As soon as practicable after learning of any loss or damage of the Equipment and subject to Delta's damage reporting procedures (a copy of which procedures has been provided to Gogo prior to execution of this Agreement), Delta will provide Gogo full details thereof. The warranties set forth in Section 10.2 shall not apply to the extent the Equipment or Software has been subjected to misuse, neglect or accident, or has been modified or tampered with by any party other than Gogo, its service providers, or (if and to the extent authorized by Gogo) Delta.

- 10.5 **Remedies.** In the event of a breach of Section 10.2.2, Gogo will remove and repair or replace and reinstall the defective Equipment as soon as reasonably possible so that the Connectivity Services meet the Service Levels. Provided the defective Equipment was not damaged by a party other than Gogo or its service providers, Gogo shall pay all costs associated with the return, repair or replacement and re-installation thereof. This Section 10.5 sets forth Gogo's sole obligations, and Delta's sole and exclusive remedies, for any breach of the warranties set forth in Section 10.2.2.
- 10.6 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT WITH REGARD TO ANY EQUIPMENT, SERVICE OR MATERIALS PROVIDED UNDER THIS AGREEMENT.

11. **TERM AND TERMINATION**

- 11.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue for a period of ten (10) years from the first Trigger Date, unless sooner terminated in accordance with its terms (the "**Term**").
- 11.2 **Termination for Cause.**
- 11.2.1 Either party may elect to terminate this Agreement if:
- 11.2.1.1 The other party materially breaches its obligations under this Agreement and, if the breach is curable, fails to cure such breach within sixty (60) days following receipt of notice of such breach; or
- 11.2.1.2 The other party files a voluntary petition in bankruptcy, is adjudicated as bankrupt or insolvent, files any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for itself, makes any general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they become due, ceases doing business or ceases providing services necessary for operation of the System or the Equipment; or
- 11.2.1.3 If a petition is filed against the other party seeking any reorganization, composition, readjustment, liquidation or similar relief for such party under any present or future statute, law or regulation, which petition remains undismissed or unstayed for an aggregate of thirty (30) days (whether or not consecutive), or if any trustee, receiver or liquidator of either party is appointed, which appointment remains unvacated or unstayed for an aggregate of thirty (30) days (whether or not consecutive); or
- 11.2.1.4 Any representation or warranty made by either party in Section 10 is incorrect at the time given in any material respect.
- 11.2.2 With respect to each Fleet Type, at any time after the first anniversary of the applicable Trigger Date for such Fleet Type, Delta may elect to terminate this Agreement with respect to such Fleet Type by providing [***] advance written notice to Gogo if the average monthly Take Rate for all Flight Segments on such Fleet Type for any twelve (12) months preceding such notice is less than [***]. Gogo will provide Delta with the number of passengers accessing the Connectivity Services on each Flight Segment. During the first year after the Trigger Date for each Fleet Type, Gogo will provide such information to Delta on a weekly basis, and thereafter on a monthly basis. Neither party shall be liable to the other party for any damages arising out of a termination pursuant to this paragraph.

11.2.3 With respect to each Fleet Type, if at any time during the Term (A) an in-flight connectivity services provider other than Gogo offers a connectivity service, (B) which provides [***], (C) such that Delta reasonably believes [***], (D) such competitive system is installed and operational on more than [***] commercial aircraft, and (E) Delta has completed sourcing processes with respect to the competitive offering at least as rigorous as those undertaken by Delta in evaluating Gogo such that Delta can validate the technology, functionality and feasibility of the competitive offering and provide objective system performance and functionality criteria to Gogo for its use in determining whether it wishes to submit a proposal as contemplated below, then Delta may elect to terminate this Agreement with respect to such Fleet Type by providing at least [***] advance written notice to Gogo. Gogo will have the opportunity to submit a proposal, which proposal will include, without limitation, proposed terms regarding pricing, system functionality and implementation dates, and Delta will in good faith consider such proposal. If Delta reasonably determines that Gogo's proposal is at least as favorable as the competitor's offering, this Agreement will be amended to incorporate such additional or replacement offering or functionality and the agreed upon terms. If Gogo declines or fails to submit a proposal to Delta at least [***] prior to the effective date of termination, or Delta reasonably determines that Gogo's proposal is not as favorable as the competitor's offering, this Agreement will terminate as to such Fleet Type per Delta's termination notice. Neither party shall be liable to the other party for any damages arising out of a termination pursuant to this paragraph.

11.2.4 If Gogo fails to meet any of its Certification, regulatory or prototype installation obligations for the Initial International Fleet as set forth in this Agreement and the applicable Exhibits, Delta may terminate this Agreement within [***] of such failure.

11.3 **Early Termination by Delta.** Delta may terminate this Agreement in whole but not in part, without cause, at any time following the [***] anniversary of the first Trigger Date. Upon such termination, Delta will pay to Gogo, as Gogo's sole and exclusive remedy for termination under this Section, an amount calculated as follows (the "Early Termination Fee"):

[***] of the Lost Revenue for the first [***] period between the effective date of termination and the date that is [***] from the first Trigger Date, plus

[***] of the Lost Revenue for each subsequent [***] period (if any) until the date that is [***] from the first Trigger Date, provided that the amount payable by Delta shall be prorated for any partial twelve (12) month period.

The "**Lost Revenue**" shall [***] for the twelve (12) month period immediately preceding the effective date of termination pursuant to this Section 11.3.

For example, if the first Trigger Date occurs on February 1, 2014 and Delta elects to terminate the Agreement pursuant to this Section 11.3 on [***]:

Lost Revenue would be equal to the sum of [***]

The Early Termination Fee would be equal to [***]

- 11.4 **Effects of Termination.** Upon termination or expiration of this Agreement for any reason:
- 11.4.1 Any amounts owed to Gogo or Delta under this Agreement before such termination or expiration will be immediately due and payable; and
- 11.4.2 All warranties and licenses set forth herein shall remain in full force and effect, subject to the terms and conditions set forth herein, and shall survive the termination or expiration of this Agreement for any reason.
- 11.5 **Termination Assistance.** Effective upon any expiration or termination of this Agreement other than termination by Gogo pursuant to Section 11.2.1, Gogo shall, in a commercially reasonable manner and subject to Delta's ongoing compliance with the terms and conditions of this Agreement, continue to provide the Connectivity Services for such period of time as Delta reasonably requests (the "**Termination Assistance Period**") and provide to Delta and any successor connectivity provider identified by Delta all reasonably requested non-confidential information and assistance to wind down the Program and remove the Equipment from the Retrofit A/C in a manner that provides the least reasonably possible adverse effect on Delta. [***].
- 11.6 **Remedies.** Unless otherwise specifically set forth to the contrary herein, rights of termination are without prejudice to any remedies available to the parties under this Agreement for breach, at law or in equity; provided that any termination of this Agreement by Delta as set forth in Section 11.2.4 shall relieve Gogo of any obligation to pay any Liquidated Damages under this Agreement.

12. **INTELLECTUAL PROPERTY RIGHTS**

- 12.1 **Ownership.** Delta acknowledges and agrees that, as between the parties, Gogo is the owner of all right and title in and to the Gogo Technology and that all intellectual property rights, including copyrights, trade secrets and patent rights, embodied in the Specifications and the Equipment and Software shall be exclusively vested in Gogo. Gogo acknowledges and agrees that, as between the parties, Delta is the owner of all right and title in and to the Delta Technology.
- 12.2 **Rights in Marks.** Gogo acknowledges that the marks shown as Delta marks on Exhibit G hereto (the "**Delta Marks**") are the property of Delta as owner or licensee, and that only such marks may be used by Gogo in marketing and promoting the Connectivity Services, and that upon expiration or termination of this Agreement, Gogo will immediately cease use of such marks; provided that Delta may revoke the right of Gogo to use any Delta Mark upon termination of Delta's property rights therein. Delta acknowledges that the marks shown as Gogo marks on Exhibit G hereto are the property of Gogo and the only marks owned by Gogo that may be used by Delta in marketing and promoting the Connectivity Services (the "**Gogo Marks**"), and that upon expiration or termination of this Agreement, Delta will immediately cease use of such marks. Except as expressly set forth in this Agreement, no right, property, license, permission or interest of any kind in or to the marks owned by either party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or non-performance of this Agreement or any part hereof. Each party agrees that it shall in no way contest or deny the validity of, or the right or title of the other party in or to its, marks, and shall not encourage or assist others, directly or indirectly, to do so, during the Term of this Agreement and thereafter. Neither party will take actions that are adverse to the other party's ownership rights in or to its marks, nor shall either party intentionally utilize the other party's marks in any manner that would diminish their value or harm the reputation of the other party. Neither party shall use or register any domain name that is identical to or confusingly similar to any of the other party's marks.

- 12.3 **Use of the Delta Marks.** Before any reproduction, display, distribution or other use of the Delta Marks or any other reference to Delta, Delta's Affiliates, or the products or services of Delta or its Affiliates, Gogo shall submit to Delta a sample of the proposed use and obtain Delta's prior written approval, which Delta may withhold in its sole discretion. Without limiting the generality of the foregoing, Delta shall be entitled to disapprove any use of the Delta Marks which, in the reasonable opinion of Delta, might (i) subject Delta or its Affiliates to unfavorable regulatory action, violate any law, infringe upon the rights of third parties, or subject Delta or its Affiliates to liability for any reason; or (ii) adversely affect Delta's or its Affiliates' public image, reputation, or goodwill.
- 12.4 **Protective Measures for the Marks.** Delta may require the placement of appropriate and reasonable trademark, service mark or copyright notices within or on the Portal as may be necessary or prudent to protect Delta's right, title and interest in and to the Delta Marks. All uses of the Delta Marks shall inure to the benefit of Delta as owner, all uses of the Gogo Marks shall inure to the benefit of Gogo as owner, and the use of the Delta Marks in conjunction with the Gogo Marks shall not create a unitary or composite mark. Upon expiration or termination of this Agreement for any reason, neither party shall thereafter use any expression in connection with any business in which it may thereafter be engaged which, in the reasonable judgment of the other party, so nearly resembles the other party's Marks as may be likely to lead to confusion or uncertainty on the part of the public.

13. **CONFIDENTIALITY**

- 13.1 **Confidential Information.** Each party (for the purposes of this Article, a "Receiver") shall maintain in strict confidence, and agrees not to disclose to any third party, except as necessary for the performance of this Agreement when authorized by the other party (for the purposes of this Article, a "Discloser") in writing, Confidential Information that the Receiver receives from the Discloser or its Affiliates. Notwithstanding the foregoing, Gogo may share the contents of this Agreement with investment bankers and prospective investors who have, prior to any disclosure, agreed in writing to confidentiality restrictions that are not less onerous than those that apply to Gogo under this Agreement, and Delta may disclose such Confidential Information as is reasonable or necessary for installation, operation, maintenance and Deinstallation of the Equipment to third parties who have, prior to any disclosure, agreed in writing to confidentiality restrictions that are not less onerous than those that apply to Delta under this Agreement. "Confidential Information" means: (A) the terms and conditions of this Agreement; (B) all information regarding identifiable individuals, including without limitation customers or employees, which information has been collected by or on behalf of the Discloser or its Affiliates ("PII" or "Personally Identifying Information"); (C) all information that is provided by either party to the other party's employees to perform Services for Delta pursuant to this Agreement or obtained by the other party's employees during the provision of Services; and (D) all non-public information of the Discloser or its Affiliates that (i) is of a confidential or proprietary nature, (ii) relates to the subject matter of this Agreement and (iii) a reasonable person would or should understand to be confidential.
- 13.2 **Exclusions.** Confidential Information does not include information: that is, or subsequently may become, within the knowledge of the public generally through no fault of the Receiver; that the Receiver can show was previously known to it as a matter of record at the time of receipt; that the Receiver may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or that the Receiver may subsequently develop as a matter of record, independently of disclosure by the Discloser.
- 13.3 **Duration of Obligation.** The confidentiality obligation with respect to Confidential Information received by either party shall remain in effect until three (3) years from the termination or expiration of this Agreement, including any renewals or extensions thereof. The confidentiality obligation with respect to Confidential Information consisting of PII

shall remain in effect for a period of ten (10) years from the date of receipt of the PII. Upon the expiration or termination of this Agreement for any reason, Receiver shall immediately return to Discloser or destroy all Confidential Information in Receiver's possession or control, as Discloser directs.

- 13.4 **Court Order and Regulatory Filings.** Notwithstanding the restrictions in this Article, the Receiver may disclose Confidential Information to the extent required by an order of any court, a governmental regulatory agency (in a securities or other filing) or other governmental authority having jurisdiction or by operation of law, but in any such event only after the Receiver has notified the Discloser (if such notification is permitted under the order) and Discloser has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
- 13.5 **Ownership.** Except as otherwise expressly provided in this Agreement, as between Discloser and Receiver, Discloser shall own all right title and interest in and to its Confidential Information.
- 13.6 **Additional Provisions regarding PII.** In addition to the other obligations in this Article 13, the parties shall abide by the provisions of this Section 13.6 concerning PII. For the purposes of these provisions: the terms "process," "processing" or "processed" in relation to PII include, without limitation, collection, recording, organization, storage, amendment, retrieval, consultation, manipulation, and erasure.
- 13.6.1 **General:** Discloser has entrusted Receiver with PII. Receiver agrees to use reasonable measures to prevent the unauthorized processing, capture, transmission and use of PII which Discloser may disclose to Receiver during the course of Discloser's relationship with Receiver.
- 13.6.2 **Processing and Use of PII:** Receiver shall process and use PII solely in accordance with the provisions of this Agreement. Receiver shall not process or use PII for any purpose not specifically set forth in this Agreement without Discloser's express prior written consent. At any time, Discloser may make inquiries to Receiver about PII transferred by Discloser and stored by Receiver, and Receiver agrees to provide to Discloser copies of such PII as maintained by Receiver within a reasonable time and to perform corrections or deletions of, or additions to, PII as reasonably requested by Discloser.
- 13.6.3 **Discloser's Inspection Rights:** Discloser shall have the right upon reasonable prior notice of at least ten (10) business days to verify Receiver's compliance with the terms and conditions of this Agreement, or to appoint a third party under covenants of confidentiality to verify the same on Discloser's behalf. Receiver shall grant Discloser's agents supervised, unimpeded access to the extent necessary to accomplish the inspection and review of all data processing facilities, data files and other documentation used by Receiver for processing and utilizing PII in relation to this Agreement. Receiver agrees to provide reasonable assistance to Discloser in facilitating this inspection function.
- 13.6.4 **Transmission of Confidential Information or PII to Third Parties:** Receiver may not transfer Confidential Information or PII to any third party without Discloser's prior written consent, and then only upon such third party's execution of an agreement containing covenants for the protection of Confidential Information or PII no less stringent than those contained in this Agreement.

- 13.7 **Data Protection and Security.** Receiver shall implement, at a minimum, the data protection measures and observe the minimum standards for the security of PII and Confidential Information as set forth below:
- 13.7.1 **Access of Persons:** Receiver agrees to use reasonable measures to prevent unauthorized persons from gaining access to Confidential Information or the data processing equipment or media where PII is stored or processed. Receiver agrees to provide its employees and agents access to Confidential Information or PII on a need-to-know basis only and agrees to cause any persons, including, without limitation, third-party vendors, having authorized access to such information to be bound by obligations of confidentiality, non-use and non-disclosure no less stringent than those imposed upon Receiver by this Agreement.
 - 13.7.2 **Data Media:** Receiver agrees to use reasonable measures to prevent the unauthorized reading, copying, alteration or removal of the data media used by Receiver and containing Confidential Information or PII.
 - 13.7.3 **Data Retention:** Receiver shall not retain Confidential Information or PII any longer than is reasonably necessary to accomplish the intended purposes for which Confidential Information or PII was transferred as set forth in this Agreement. Upon the earlier expiration or termination of this Agreement or the written request of Discloser, Receiver shall delete and/or destroy all Confidential Information or PII in Receiver's possession, including any copies thereof, and shall deliver a written statement to Discloser within thirty (30) days of Discloser's request confirming that Receiver has done so.
 - 13.7.4 **Data Memory:** Receiver agrees to use reasonable measures to prevent unauthorized data input into memory and the unauthorized reading, alteration or deletion of Confidential Information or PII.
 - 13.7.5 **Personnel:** Upon request, Receiver shall provide Discloser with a list of Receiver's employees entrusted with processing the Confidential Information or PII transferred by Receiver, together with a description of their access rights.
 - 13.7.6 **Transmission:** Receiver agrees to use reasonable measures to prevent Confidential Information or PII from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media on which Confidential Information or PII is stored.
 - 13.7.7 **Breach Notification:** Receiver will report security breaches (data or network) to the Discloser in a prompt and timely manner and assist the Discloser's investigation of such breach.
- 13.8 **Other Obligations.** The obligations set forth in this Section 13 are in addition to, and not in lieu of, any fiduciary duties or obligations of confidentiality or nondisclosure that the parties may have to each other under the common law, laws providing for the protection of trade secrets, or other statutory law.

14. **INDEMNITY**

- 14.1 **Indemnity by Gogo.** Gogo will defend, indemnify and hold harmless Delta, its Affiliates, and each of their respective directors, officers, employees, and agents (collectively herein the "**Delta Indemnified Parties**"), against and from all claims, suits, judgments, losses, damages, fines, penalties, liabilities or costs (including reasonable attorneys' fees, interest and expenses) resulting from any claim, suit or demand by any third party, including but not limited to injuries or deaths of persons, loss of or damage to real or

personal property, and liability or obligations under or with respect to any violation of federal, state or local laws, regulations, rules, codes and ordinances, arising out of (a) any act or omission by Gogo (or anyone for whose acts Gogo may be liable) in connection with Gogo's performance or nonperformance under this Agreement, (b) the installation, operation, use or Deinstallation of the Equipment, the Software or the Services (including without limitation the collection, processing, storage, transport, use and delivery of data), (c) any claim that the Equipment, the Software, Gogo Technology or the Services infringes or misappropriates any patent, copyright, trade secret or other proprietary right, or (d) any failure by Gogo or parties for which it is responsible under this Agreement to comply with laws and certifications as set forth in Section 5.6 (each of (a), (b), (c) and (d), a "**Gogo Claim**"). This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Delta Indemnified Party, or any other obligation of Gogo, its officers, directors, employees, agents or contractors to indemnify a Delta Indemnified Party. Gogo's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Gogo under Workers' Compensation Acts, disability benefits acts or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

- 14.2 **Exclusions to Indemnity by Gogo.** Notwithstanding anything herein to the contrary, Gogo's indemnity obligation shall not apply to the extent Gogo Claims are caused by (i) the Delta Technology or any designs, specifications or modifications originating with, or performed by, Delta, or its contractors, including without limitation any Delta Affiliate, (ii) the combination of the Equipment or Software with other equipment or software not supplied, authorized or specified by Gogo, or otherwise contemplated by this Agreement, (iii) misuse of the Equipment or Connectivity Services by Delta or its contractors, (iv) the gross negligence, recklessness, illegal act, misrepresentation or malicious or willful misconduct of Delta or any of its officers, directors, agents, representatives, employees or contractors, including without limitation any Delta Affiliate, or (v) any circumstance requiring indemnification by Delta under Section 14.3.
- 14.3 **Indemnity by Delta.** Delta will defend, indemnify and hold harmless Gogo, its Affiliates, and each of their directors, officers, employees and agents (collectively, the "**Gogo Indemnified Parties**;" together with the Delta Indemnified Parties, the "**Indemnified Parties**") against and from all suits, judgments, losses, damages, fines, penalties, liabilities or costs (including reasonable attorneys' fees and expenses) resulting from any claim, suit or demand by any third party, including but not limited to injuries or deaths of persons or loss of or damage to real or personal property, arising out of (i) Delta's negligence in performing installation, Deinstallation and/or maintenance of the Equipment, (ii) Gogo's implementation and operation, at Delta's request, of a system that filters and/or blocks objectionable content (other than VOIP); provided, however, that the indemnification described in clause (ii) shall not extend to any claim, suit or demand arising out of Gogo's failure to implement and operate the system in accordance with agreed-upon specifications; (iii) any claim that the Delta Technology infringes or misappropriates any patent, copyright, trade secret or other proprietary right; or (iv) any failure by Delta or parties for which it is responsible under this Agreement to comply with laws and certifications as set forth in Section 6.2 (each of (i), (ii), (iii) and (iv), a "**Delta Claim**").
- 14.4 **Exclusions to Indemnity by Delta.** Notwithstanding anything herein to the contrary, Delta's indemnity obligation shall not apply to the extent Delta Claims are caused by (i) the combination of the Delta Technology with other equipment or software supplied, authorized or specified by Gogo or its contractors, (ii) misuse of the Delta Technology by Gogo or its contractors, (iii) the gross negligence, recklessness, illegal act, misrepresentation or malicious or willful misconduct of Gogo or any of its officers, directors, agents, representatives, employees or contractors, including without limitation any Gogo Affiliate or (iv) any circumstance requiring indemnification by Gogo under Section 14.1.

14.5 **Procedures.** In the event a claim is made or suit is brought that is covered by the indemnity obligations in Section 14.1 or 14.3, the Indemnified Party shall give the party with the indemnity obligation (the “**Indemnitor**”) notice thereof promptly after becoming aware thereof. The Indemnitor shall assume all responsibility for such claim or suit, and the Indemnified Party shall provide reasonable assistance and cooperation during the defense of such claim or suit or compromise or settlement thereof. The Indemnitor shall reimburse the Indemnified Party its reasonable out-of-pocket expenses incurred in providing such assistance. Notwithstanding the foregoing, the Indemnified Party’s consent shall be obtained in the event any compromise or settlement under this Article 14: (a) includes a finding or admission of any violation of any law by the Indemnified Party or any violation of the rights of any person by the Indemnified Party; (b) has an effect on any claim held by or against the Indemnified Party; or (c) requires the payment of any money or the taking of any action by the Indemnified Party. The Indemnified Party shall have the right, but not the duty, at its own expense, to participate in the defense and/or compromise or settlement of such claim or suit with counsel of its own choosing without relieving the Indemnitor of any obligations hereunder.

14.6 **Remedies.**

14.6.1 If any infringement or misappropriation action falls within the indemnification provided by Gogo to a Delta Indemnified Party in Section 14.1, and (a) Gogo is enjoined or threatened to be enjoined, either temporarily or permanently, from selling, manufacturing or delivering to a Delta Indemnified Party the Equipment, Gogo Technology, Software or Services, or (b) a Delta Indemnified Party is enjoined or threatened to be enjoined, either temporarily or permanently, from operating the Equipment, Gogo Technology or Software or providing the Services, or (c) a Delta Indemnified Party or Gogo is adjudged, in any final order of a court of competent jurisdiction from which no appeal is available, to have infringed upon or misappropriated any patent, copyright, trade secret or other proprietary right in the use of the Equipment, Gogo Technology, Software or Services, then Gogo shall, at its expense either (d) obtain for the Delta Indemnified Party the right to continue using such Equipment, Gogo Technology, Software or Services in a manner substantially similar to the manner allowed under this Agreement; or (e) replace or modify such Equipment, Gogo Technology, Software or Services so that it does not infringe upon or misappropriate such proprietary right without materially impairing its usefulness or performance and is free to be delivered to and used by the Delta Indemnified Party. If Gogo is unable, despite its best commercial efforts, to obtain for the Delta Indemnified Party either option (d) or (e), this Agreement shall immediately terminate and Gogo shall perform Deinstallation on all Retrofit A/C as set forth in Section 3.7, without limiting the Delta Indemnified Party’s rights or Gogo’s liability under Section 14.1 above. THIS ARTICLE 14 SETS FORTH THE ENTIRE OBLIGATION AND LIABILITY OF GOGO TO DELTA INDEMNIFIED PARTIES FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS RELATED TO THE EQUIPMENT, GOGO PORTAL, SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT.

14.6.2 If any infringement or misappropriation action falls within the indemnification provided by Delta to a Gogo Indemnified Party in Section 14.3, and (a) Delta is enjoined or threatened to be enjoined, either temporarily or permanently, from selling, manufacturing or delivering to a Gogo Indemnified Party the Delta Technology, or (b) a Gogo Indemnified Party is enjoined or threatened to be enjoined, either temporarily or permanently, from operating the Delta Technology, or (c) a Gogo Indemnified Party or Delta is adjudged, in any final order of a court of competent jurisdiction from which no appeal is available, to have infringed upon or misappropriated any patent, copyright, trade secret or other proprietary right in the use of the

Delta Technology, then Delta shall, at its expense either (d) obtain for the Gogo Indemnified Party the right to continue using the Delta Technology in a manner substantially similar to the manner allowed under this Agreement; or (e) replace or modify the Delta Technology so that it does not infringe upon or misappropriate such proprietary right without materially impairing its usefulness or performance and is free to be delivered to and used by the Gogo Indemnified Party. If Delta is unable, despite its best commercial efforts, to obtain for the Gogo Indemnified Party either option (d) or (e), this Agreement shall immediately terminate without limiting the Gogo Indemnified Party's rights or Delta's liability under Section 14.3 above. THIS ARTICLE 14 SETS FORTH THE ENTIRE OBLIGATION AND LIABILITY OF DELTA TO GOGO INDEMNIFIED PARTIES FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS RELATED TO THE DELTA PORTAL PROVIDED UNDER THIS AGREEMENT.

15. INSURANCE

- 15.1 **Delta Requirements**. Delta agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the term of this Agreement:
 - 15.1.1 **Comprehensive Aviation Liability Insurance**, including personal injury, products and completed operations, war risk and allied perils and contractual liability in an amount not less than \$[***] combined single limit per occurrence (and in the aggregate with respects to products), which insurance may be provided by a combination of primary and umbrella coverages, covering all liability arising out of any bodily injury (including death of any person) and any damage to (including destruction of) property.
- 15.2 **Gogo Requirements**. Gogo agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the Term of this Agreement:
 - 15.2.1 **Comprehensive Aviation Liability Insurance**, including bodily injury, products and completed operations, war risk and allied perils and contractual liability in an amount not less than [***] combined single limit per occurrence (and in the aggregate with respects to products), which insurance may be provided by a combination of primary and umbrella coverages, covering all liability arising out of any bodily injury (including death of any person) and any damage to (including destruction of) property.
 - 15.2.2 **Commercial General Liability Insurance**, including coverage for Contractual Liability assumed under this Agreement, Premises-Operations, Completed Operations—Products, and Independent Contractors providing coverage for bodily injury, personal injury and property damage with combined single limits of not less than [***] per occurrence.
 - 15.2.3 **Commercial Automobile Liability Insurance** providing coverage for bodily injury and property damage with combined single limits of not less than [***] per occurrence, and [***] per occurrence if Gogo employees or contractors will drive a vehicle on airport property.
 - 15.2.4 **Professional Liability** (also known as Errors and Omissions Liability) Insurance covering acts, errors and omissions arising out of Gogo's operations or Services that includes coverage as follows:

- 15.2.4.1 Coverage for software and operations development work, implementation, testing, training and maintenance of software and systems, including coverage for copyright and trademark protection.
- 15.2.4.2 Coverage for: (i) web and application hosting services including coverage for copyright and trademark protections and (ii) network risk coverage for damages related to security breaches and unauthorized access including privacy damages, data destruction and misappropriation of data.
- 15.2.4.3 Professional Liability (Errors and Omissions Liability) Insurance policies shall have a limit of liability of no less than [***] per occurrence and in the aggregate and with a retroactive date no later than the commencement of the provision of the Services.
- 15.2.4.4 Gogo further agrees that Professional Liability/Errors and Omissions Insurance will be maintained for two years following the expiration or termination of this Agreement. Any incidents, accidents, claims or potential claims of which Supplier has knowledge shall be communicated to Delta within fifteen (15) days of such knowledge.
- 15.2.5 **Comprehensive Crime Insurance**, including Employee Dishonesty and Computer Fraud Insurance, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Gogo employees, acting alone or with others, in an amount not less than [***] per occurrence.
- 15.2.6 **Workers' Compensation and Employer's Liability Insurance** in full compliance with the applicable laws of the state and/or country in which the work is to be performed or the country of hire (whichever is applicable). Each such policy shall be endorsed to include an alternate employer endorsement and a waiver of subrogation in favor of Delta.
 - 15.2.6.1 The limits of liability of Workers' Compensation Insurance shall be not less than the limits required by applicable law.
 - 15.2.6.2 The limits of liability of Employer's Liability Insurance with minimum limits of [***] per employee by accident, [***] per employee by disease, [***] policy limit by disease (or, if higher, the policy limits required by applicable law).
- 15.3 **Approved Companies**. All such insurance shall be procured with reputable insurance companies and in such form as is usual and customary to such party's business.
- 15.4 **Endorsements**. With respect to the liability insurance policies in Sections 15.1.1, 15.2.1 and 15.2.2, each party shall name the other party and their respective officers, directors and employees (and, with respect to Delta, each of its Affiliates) as additional insureds for any and all liability arising at any time in connection with Section 14 of this Agreement. All policies of insurance shall provide that each will not be canceled or materially altered except after thirty (30) days advance written notice to the other party. All insurance required under this Section 15 shall be primary insurance and any other valid insurance existing for the other party's benefit shall be excess of such primary insurance. Each party shall obtain such endorsements to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein.
- 15.5 **Certificates**. Each party shall provide the other with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially alter the insurance afforded under the above policies unless notice of such cancellation, reduction or material alteration has been provided at least thirty (30) days in advance to the other party.

- 15.6 **No implied Limitation.** The obligation to provide the insurance specified herein shall not limit in any way any obligation or liability of either party provided elsewhere in this Agreement. The rights of each party to insurance coverage under policies issued to or for the benefit of one or more of them are independent of this Agreement shall not be limited by this Agreement.
- 15.7 **Risk of Loss.** Each party shall be responsible for risk of loss of, and damage to, any Equipment or Software in its possession or under its control. Each party shall promptly notify the other of any damage (except normal wear and tear), destruction, loss, theft, or governmental taking of any item of Equipment, Software or other materials in the possession or under the control of such party, whether or not insured against by such party, whether partial or complete, which is caused by any act, omission, fault or neglect of such party (“**Event of Loss**”). Such party shall be responsible for the cost of any necessary repair or replacement of such Equipment or Software due to an Event of Loss. In the event of an Event of Loss caused by Delta, such repair or replacement shall not be considered part of Gogo’s maintenance obligations, but Gogo shall coordinate and oversee repair or replacement performed by a third party on an expense pass through basis or by Gogo at agreed-upon prices, which prices shall not exceed the amount of the pass through expenses that would have been incurred if the repair or replacement had been performed by a third party.

16. LIMITATION OF LIABILITY

- 16.1 **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR, AND EACH PARTY WAIVES AND RELEASES ANY CLAIMS AGAINST THE OTHER PARTY FOR, ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFIT, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- 16.2 **Limitation.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY AMOUNT THAT, IN THE AGGREGATE, EXCEEDS [***].
- 16.3 **Exclusions.** Sections 16.1 and 16.2 shall not apply with respect to (a) claims of third parties for bodily injury (including loss of life) or damage to property to the extent caused by the negligence or willful misconduct of either party; (b) claims arising out of a breach of confidentiality; (c) a party’s obligations under Section 14 (Indemnity) of this Agreement; or (d) claims or losses arising out of willful misconduct of either party.
- 16.4 **Equitable Relief.** The limitations of liability set forth herein are not intended in any way to restrict either party’s right to seek injunctive or other equitable relief.

17. EXCUSABLE DELAYS

- 17.1 **Definition.** Either party shall be excused from performance of its obligations hereunder, and shall not be liable to the other party for any direct, indirect, special, incidental, consequential or punitive damages suffered or incurred by the other party arising out of a total or partial failure to perform hereunder or delay in such performance, to the extent resulting directly from any event or occurrence beyond the reasonable control of the delayed party and unforeseeable as of the Effective Date (collectively, “**Excusable Delay**”), including, without limitation, (i) acts of God, (ii) wars or acts of a public enemy, (iii) acts, failures to act or delays of the Governments of any state or political subdivision or any department or regulatory agency thereof or entity created thereby, including,

without limitation, national aviation authorities, (iv) quotas or embargoes, (v) acts of sabotage, (vi) fires, floods or other natural catastrophes, or (vii) strikes, lockouts or other labor stoppages, slowdowns or disputes; provided, however, that such delay is not occasioned by the fault or negligence of the delayed party. Any Excusable Delay shall last only as long as the event remains beyond the control of the delayed party and only to the extent that it is the direct cause of the delay.

17.2 [***]

17.3 **Recourse.** The delayed party shall notify the other party within a reasonable time after it discovers an Excusable Delay has occurred, in writing, specifying the cause of the delay and, to the extent known, estimating the duration of the delay. No delay shall be excused unless such written notice shall have been given as required by this Section. If the Excusable Delay (other than the Excusable Delay described in Section 17.2) lasts in excess of sixty (60) days, the non-delayed party shall have the right to terminate this Agreement without any cost or penalty.

18. **GENERAL**

18.1 **Independent Contractors.** Nothing contained in this Agreement shall be construed to constitute Gogo as a partner, employee or agent of Delta, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions. Gogo is retained only for the purposes and to the extent set forth in this Agreement. Gogo is an independent contractor of Delta, and personnel used or supplied by Gogo in performance of this Agreement shall be and remain employees or agents of Gogo and under no circumstances shall be considered employees or agents of Delta. Gogo shall have the sole responsibility for supervision and control of its personnel.

18.2 **Use of Subcontractors/Affiliates.** Nothing in this Agreement shall create any contractual relationship between Delta and any Gogo subcontractor, and no subcontract shall relieve Gogo of its obligations hereunder should the subcontractor fail to perform in accordance with the provisions of this Agreement. Delta shall have no obligation to pay or to see to the payment of any money to any subcontractor. Each party shall be solely responsible for the acts and omissions of its subcontractors and Affiliates. Any breach by a subcontractor or Affiliate of any terms or conditions of this Agreement shall be deemed a breach by the party engaging such subcontractor or whose Affiliate breached.

18.3 **Notice.** Any notice, demand or document that either party is required or otherwise desires to give or deliver to or make upon the other party hereunder shall be in writing and shall be (a) personally delivered, (b) deposited in the Mail, registered or certified, return receipt requested, with postage prepaid, (c) sent by overnight courier, or (d) sent by facsimile with confirmation of receipt by the addressee, addressed as follows:

If to Delta: Delta Air Lines, Inc.
Director—Technical Operations, Supply Chain Management
1775 Aviation Boulevard
Atlanta, Georgia 30354-3743
Fax: 404-677-6079

with a copy to: General Counsel
Delta Air Lines, Inc.
1020 Delta Boulevard
Atlanta, Georgia 30354-1989
Fax: 404-715-7882

If to Gogo: Attn: General Counsel
Gogo LLC
1250 N. Arlington Heights Road, Suite 500
Itasca, IL 60143
Fax: (630) 647-1755

or to such other address as either party shall designate for itself by notice given to the other party as aforesaid. Any such notice, demand or document shall be deemed to be effective upon receipt of the same by the party to whom the same is addressed.

- 18.4 **Assignment.** This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns, but neither the rights nor the duties of either party under this Agreement may be voluntarily or involuntarily assigned or delegated, in whole or part, without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in connection with a merger, consolidation, or similar transaction, or a sale or other disposition of all or substantially all of its assets. Either party may assign this Agreement to an Affiliate (provided that either Delta or Gogo, as applicable, guarantees performance of the Affiliate). Any attempted assignment or transfer in violation of the foregoing will be void.
- 18.5 **Governing Law.** This Agreement shall be governed by and construed according to the internal laws of the State of New York, without giving effect to its conflicts of law principles.
- 18.6 **Savings Clause.** If any provision of this Agreement is declared unlawful or unenforceable as a result of final administrative, legislative or judicial action, this Agreement shall be deemed to be amended to conform with the requirements of such action and all other provisions hereof shall remain in full force and effect.
- 18.7 **Waiver.** No failure or delay by either party in requiring strict performance of any provision of this Agreement, no previous waiver or forbearance of any provision of this Agreement by either party and no course of dealing between the parties shall in any way be construed as a waiver or continuing waiver of any provision of this Agreement.
- 18.8 **Final Agreement.** This Agreement constitutes and represents the final agreement between the parties and supersedes all prior or contemporaneous agreements and understandings of the parties as to the subject matter hereof, including without limitation the parties' Letter of Intent giving rise hereto. For the avoidance of doubt, this Agreement does not supersede the Domestic Agreement. There are no oral agreements between the parties. This Agreement may be amended in whole or in part only in a writing signed by both parties.
- 18.9 **Captions.** The Section headings herein are for convenience of reference only and are not intended to define or aid interpretation of the text hereof.
- 18.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument, and if so executed in counterparts will be enforceable and effective upon the exchange of executed counterparts.
- 18.11 **Survival.** Notwithstanding anything herein to the contrary, any Sections or portions of any Sections of this Agreement (including the Exhibits hereto) that by their express terms survive, or by their nature should survive, expiration or termination of this Agreement shall survive such expiration or termination.
- 18.12 **Air Travel.** Gogo agrees that its personnel performing Services under this Agreement and any SOW will make every reasonable effort to use Delta Air Lines for air travel associated with such performance.

- 18.13 **No Third-Party Beneficiaries.** The provisions of this Agreement are enforceable solely by the parties to this Agreement. No other person shall have the right to enforce any provision of this Agreement or compel any party to this Agreement to perform any Service or comply with the terms of this Agreement.
- 18.14 **Interpretation.** (a) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise clearly indicated to the contrary. (b) As used throughout this Agreement and all attachments, amendments and Exhibits annexed hereto, the word “including” shall be interpreted to mean “including, without limitation” or “including, but not limited to”. (c) The words “hereof”, “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. (d) The plural of any defined term shall have a meaning correlative to such defined term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. (e) This Agreement has been reviewed and negotiated by both parties and shall be deemed to have been drafted by both parties; accordingly, no rule of interpretation against the drafting party are applicable to this Agreement.
- 18.15 **Supplier Performance.** Gogo will participate in Delta’s Supplier Performance Program, which monitors, evaluates and scores suppliers in accordance with quantifiable objectives. Should any part of such program conflict with the terms of this Agreement, this Agreement shall prevail.
- 18.16 **Doing Business with Delta.** In performing the Services, Gogo shall comply with the principles of business ethics and conduct required of suppliers and set forth in the booklet available on-line at <http://images.delta.com.edgesuite.net/delta/pdfs/doingbiz.pdf>.
- 18.17 **Equal Opportunity.** Gogo shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age or any other unlawful criterion and shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. The Equal Opportunity Clauses set forth in 41 C.F.R., sections 60-1.4 (a), 60-250.5 (a) and 60-741.5 (a) are incorporated herein by this reference.
- 18.18 **Supplier Diversity.** Delta and Gogo are committed to enhancing business opportunities for small, minority, and women-owned business enterprises (SBE/M/WBE) as suppliers and subcontractors. Gogo and Delta shall use reasonable commercial efforts to include and utilize SBE/M/WBE supplier firms, as long as they are competitive on price, quality, service and provide the best overall value for goods and services provided under this Agreement. Gogo shall complete and submit to Delta a Supplier Diversity Quarterly Utilization Report, in such format as Delta may reasonably specify, by the first day of the second month following each calendar quarter.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

GOGO LLC

DELTA AIR LINES, INC.

By: /s/ Michael J. Small
 Name: Michael J. Small
 Title: Chief Executive Officer
 Date: 3/25/13

By: /s/ Steve Gorman
 Name: Steve Gorman
 Title: EVP & COO
 Date: 3/18/13

EXHIBIT A

EQUIPMENT

Each shipset will consist of the following LRUs

[***]

EXHIBIT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) is Exhibit B to the Agreement. Its purpose is to describe the service level, customer support and problem resolution metrics for Gogo’s broadband in-flight connectivity services. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. Definitions:

- 1.1. System: As defined in Section 1.52 of the Agreement.
- 1.2. GOGO Network: The ground based components and satellite components of the System, excluding the Gogo Avionics.
- 1.3. GOGO Avionics: The aircraft based components of the System, including but not limited to airborne network components, wireless access points, antennae and associated wiring and software.

2. SLA Administration:

- 2.1. System Monitoring and Reporting: Gogo shall provide to Delta reports, on a monthly basis, on the metrics referenced in this SLA, including availability and latency performance. The reports shall be adequate for Delta to determine Gogo’s performance against such metrics. The format shall be mutually agreed upon.
- 2.2. Gogo will meet with Delta quarterly to review performance against the SLA and to resolve issues.
- 2.3. Gogo shall maintain an SLA report audit trail (including detailed performance reports) and shall make this data available within 72 hours of Delta’s request. At any point during the Term, the audit trail report shall include data for the preceding three (3) years or, if shorter, the period from the Effective Date to the date of the report.
- 2.4. The parties agree to discuss in good faith any necessary adjustments to the SLA terms due to new requirements or unforeseen System or customer issues.

3. GOGO Network Operation:

- 3.1. Gogo shall operate the GOGO Network on a 24 hours per day, 7 days per week and 365 days per year basis.
- 3.2. Gogo will provide a dedicated Gogo maintenance support resource to support System operation.
- 3.3. Gogo Network Outage Notifications:

3.3.1. Planned Outages:

The following table sets forth occurrence limits for planned Gogo Network outage events. Gogo agrees that planned Gogo Network outage events will not exceed the applicable limits set forth below.

<u>Event Type</u>	<u>Example</u>	<u>Limit</u>
Non-customer impacting or scheduled maintenance window activities*	Configuration change	[***]
Customer impacting (localized)	System upgrade	[***]
Customer impacting (System-wide)	Data center Upgrade	[***]
Planned emergency maintenance	Loss of redundancy	[***]

* “Scheduled maintenance window activities” means those activities that have virtually no customer impact as they are scheduled at times when there are few aircraft flying and passengers on such aircraft are unlikely to be using the System.

Gogo will send notification of each outage event, except for those due to planned emergency maintenance, to Delta at least [***] in advance of the event. Gogo will send notification of each planned emergency maintenance outage event to Delta as soon as the planned emergency maintenance is scheduled, and such notice will identify the outage event as a “Planned Emergency Maintenance Activity.” “Planned emergency maintenance” means maintenance activity that Gogo needs to perform quickly in order to avoid adverse customer impact, and is generally due to a loss of redundancy that is not yet impacting customers.

3.3.2. **Unplanned Outages:**

Gogo will send notification of each unplanned Gogo Network outage event to Delta within [***] minutes of Gogo’s confirmation of the outage. Such notifications will be sent to a centralized distribution list as designated by Delta.

3.3.3. **Post Mortem Reporting:**

If requested by Delta, Gogo will provide a post-mortem analysis report on each Gogo Network outage that affected the Connectivity Services. Each such report will detail the root-cause of the outage, as well as any corrective actions taken by Gogo in response to the outage.

4. **GOGO System Performance:**

4.1. **Service Availability [***]**

4.2. **Exclusions from Availability**

4.2.1 For any Retrofit A/C for which the Connectivity Services are unavailable due to an Equipment failure, Downtime associated with such failure during transit to a Gogo-designated repair facility is capped at [***].

4.2.2 Once such Retrofit A/C reaches the Gogo designated repair facility the calculation of Downtime resumes.

4.2.3 Downtime caused by Delta's failure to perform its obligations under the Agreement with respect to a necessary service bulletin or required maintenance shall be subtracted from both the Retrofit A/C Flight Time and the Downtime calculations.

4.2.4 Downtime caused by Delta-caused damage to the Equipment shall be subtracted from both the Retrofit A/C Flight Time and the Downtime calculations.

4.2.5 System performance metrics may not apply to specific promotions if mutually agreed upon by the parties.

4.2.6 Downtime caused by Excusable Delay shall be subtracted from both the Retrofit A/C Flight Time and the Downtime calculations.

4.2.7 Downtime caused by satellite outages, the occurrence of which shall be verified by Gogo to Delta's reasonable satisfaction, that are beyond Gogo's control shall be subtracted from both the Retrofit A/C Flight Time and the Downtime calculations.

4.3. System Performance:

Gogo is responsible at all times to ensure that the Connectivity Services maintain the uplink and downlink speeds to support the Latency described below. Gogo monitors System Latency and anticipates future potential bottlenecks and builds a supporting network as necessary to maintain consistent levels of customer experience.

[***].

5. **Content Filtering:**

5.1. Delta may submit reasonable changes to the "blocked content lists" at any time. Gogo shall implement such changes within 48 hours of Delta's request assuming such changes are within the scope of the content filtering system developed by Gogo.

6. **Support to System Users:**

6.1. Gogo will provide Retrofit A/C passengers with 24 hours per day, 7 days per week and 365 days per year access to Gogo's customer service agents. All passenger issues will be resolved per the schedule below:

<u>Call Type</u>	<u>Resolution</u>
Chat	[***]
E-Mails	[***]
Calls	[***]

6.2. Gogo will provide 24 hours per day, 7 days per week and 365 days per year technical help desk support. Without limiting Gogo’s obligations set forth above, Gogo will resolve System performance or technical problems per the schedule below:

<u>Fault Criticality</u>	<u>Examples</u>	<u>Maximum Time To:</u>		
		<u>Initial Response</u>	<u>Resolve</u>	<u>Close</u>
<i>Critical</i>	[***]	[***]	[***]	[***]
<i>Major</i>	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]
<i>Minor</i>	[***]	[***]	[***]	[***]

The term “Resolved” means the fault has been identified, the nature of the fault is understood, and the Connectivity Service has been restored to an acceptable level. The term “Closed” means the problem as well as the underlying cause(s) of the problem have been identified and corrective measures have been taken to permanently eliminate the problem.

As an example, a resolution to a problem might be the installation of a temporary (emergency) software patch. While this fixes the problem temporarily, the problem is not considered closed until the formal, documented patch has been obtained from the vendor, installed, tested, and confirmed to solve the issue with no other deleterious side effects

7. Contacting Operations Response Services for Technical Issues

- **Toll-Free: 1-866-WiFi-NOC (1-866-943-4662)**

8. Management Escalation

Management escalation is the process of elevating a critical problem to appropriate levels of management to aid in its resolution. If at any time Delta believes that a problem is not being addressed in a timely and effective manner, the issue may be brought to the attention of the Manager of Operations Response Services. If escalating the issue to this level does not bring a satisfactory response it may be further escalated to the Director of Technical Operations Support.

The table below lists the management contacts to use for escalations. Escalations should occur when the response, resolution, or close times shown in the table in Section 6.2 are not met, and/or the delivered results are otherwise unsatisfactory. For clarity, the management escalation process described in this Section 8 shall not limit any remedies otherwise available to Delta pursuant to the Agreement.

<u>Escalation Level</u>	<u>Gogo Contact</u>	<u>Contact Information</u>
<i>1st Escalation</i>	<i>Network Operations Center Manager</i>	[***]
<i>2nd Escalation</i>	<i>Director of Network Operations</i>	[***]
<i>2nd Escalation Alternate</i>	<i>Director of Technical Operation Support</i>	[***]

EXHIBIT C-1

INITIAL INTERNATIONAL FLEET

[***]

INSTALLATION SCHEDULE

<u>Fleet Type</u>	<u>Number of A/C</u>	<u>Prototype A/C Out of Service Date</u>	<u>STC</u>	<u>PMA</u>
767-300	[***]	[***]	[***]	[***]
A330	[***]	[***]	[***]	[***]
767-400	[***]	[***]	[***]	[***]
747	[***]	[***]	[***]	[***]
777	[***]	[***]	[***]	[***]
757	[***]	[***]	[***]	[***]

The above schedule does not reflect, and will be adjusted to the extent of, any Excusable Delays. Without limiting the foregoing, the parties agree that the following shall be deemed Excusable Delays:

[***]

Installation completion dates are not available for inclusion in the above schedule as of the Effective Date but will be determined and added to the schedule, as follows, based on the applicable STC dates set forth above as they may be adjusted to the extent of any Excusable Delays:

[***]

EXHIBIT C-2
CURRENT ROUTES

EXHIBIT D
EQUIPMENT SPECIFICATIONS

[***]

Note that installation kit weights are estimated and may be adjusted after CDR.

EXHIBIT E

AIR WORTHINESS AGREEMENT

[Attached]

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EXHIBIT F

SYSTEM DEFINITION DOCUMENT

1. Scope

The Ku System Description Document shall provide a high level overview of the system functions for the airborne and terrestrial systems. If more detail is needed, please refer to the Applicable Documents section of the document. The goal of the document is to inform a technical audience of primary functions and their relative locations within the system.

2. Applicable Documents

The following documents form a part of this specification to the extent specified herein. Unless a specific issue or revision is listed, the referenced documents shall be of that issue or revision in effect on the data of this specification. In the event of a conflict between the documents referenced and the contents of this specification, the contents of this specification shall apply.

3. Government Documents

None

4. Federal Aviation Regulations (FAR's)

- CFR Title 14, Part 23 FAA Airworthiness Standards, Normal, Utility, Acrobatic and Commuter Category Airplanes
- CFR Title 14, Part 25 FAA Code of Federal Regulations Aeronautics and Space Airworthiness Standards:
 Transport Category Airplanes
 Paragraph 25.853 through amendment 25-83
 Paragraph 25.869 through amendment 25-72
- FAA AC 25-16 Advisory Circular, Electrical Fault and Fire Prevention and Protection

5. Non-Government Documents

6. Standards

Table 1 IEEE, RFC and 3GPP2 Standard Reference.

Reference	Standard	Description
A	IEEE 802.1D-2004	IEEE Standard for Local and metropolitan area networks Media Access Control (MAC) Bridges
B	IEEE 802.1Q-2005	IEEE Standard for Local and metropolitan area networks Virtual Bridged Local Area Networks
C	IEEE 802.3-2005	Part 3:Carrier sense multiple access with collision detection (CSMA/CD) access method and physical layer specifications.
D	IEEE 802.11b	
E	IEEE 802.11g	
F	IEEE 802.11a	
G	IEEE 802.11n	
H	IEEE 802.11d	Regulatory domain
I	IEEE 802.11e	802.11 QoS
J	IEEE 802.11i	802.11 Security
K	ARINC-429 Part1-17	Mark 33 Digital Information Transfer System, Aeronautical Radio Inc.

L	ARINC 600–15	Air Transport Avionics Equipment Interfaces, Aeronautical Radio Inc.
M	RFC 791	Internet Protocol; September 1981
N	RFC 1034, 1034	DNS
O	RFC 1155	Structure and Identification of Management Information for TCP/IP; May 1990
P	RFC 1157	A Simple Network Management Protocol (SNMP); May 1990
Q		
R	RFC 1213	MIB for Network Management of TCP/IP (MIB-II); March 1991
S	RFC 1305	NTPv3
T	RFC 1541, 1542	DHCP/Bootp
U	RFC 1631, 2663	NAT/NAPT
V	RFC 2068, 2263	SNMPv2, SNMPv3
W	RFC 2131	Dynamic Host Configuration Protocol; March 1997
X	RFC 2136	Dynamic DNS
Y	RFC 2460	Internet Protocol, Version 6 (IPv6); December 1998
Z	RFC 2464	Transmission of IPv6 Packets over Ethernet Networks; December 1998
AA	RFC 2474, 2475, 2597, 3140, 3246	DiffServ, DSCP and PHB RFC.
AB	RFC 2460, 2464	Radius
AC	RFC 4251	SSH
AD	cdma2000 Evaluation Methodology	http://www.3gpp2.org/Public_html/specs/C.R1002-0_v1.0_041221.pdf

7. Radio Technical Commission For Aeronautics

RTCA/DO-160E Environmental Conditions & Test Procedures for Airborne Equipment

8. Acronyms, Conventions and Glossary

ACMU	Antenna Communications with Modem Unit
AC	Advisory Circular
ACPU	Control Processor Unit (also known as ACPU/MS)
ARINC	Aeronautical Radio Inc.
CFR	Code of Federal Regulations
CLI	Command Line Interface
CSMA/CD	Carrier sense multiple access with collision detection
CWAP	Cabin Wireless Access Point
DHCP	Dynamic Host Configuration Protocol
FAA	Federal Aviation Administration
FMU	Fuselage Mounted Unit
GB	Giga Byte
GHz	Giga Hertz
HTTP	Hyper Text Transfer Protocol
HPT	High Power Transceiver
Hz	Hertz
IEEE	Institute of Electrical and Electronics Engineers
IPv4	Internet Protocol version 4
IPv6	Internet Protocol version 6
Ku	Band is primarily used for satellite communications (12-18 Ghz).
LED	Light Emitting Diode

MAC	Media Access Control
MS	Media Server
LAN	Local Area Network
MCU	Modular Concept Unit
MIB	Management Information Base
MIL	Military
NWAP	802.11n Cabin Wireless Access Point
QoS	Quality of Service
RFC	Request For Comment
RTCA	Radio Technical Commission for Aeronautics
TBD	To Be Determined
TFTP	Trivial File Transfer Protocol
SNMP	Simple Network Management Protocol
USB	Universal Serial Bus
VAC	Volts Alternating Current
VGA	Video Graphics Array
VLAN	Virtual LAN
ANSI	American National Standards Institute
CFR	Code of Federal Regulations
ESD	Electrostatic Discharge
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulations
HALT	Highly Accelerated Life Testing
IPC	The Institute for Interconnecting and Packaging Electronic Circuits
MTBF	Mean Time Between Failures
PSD	Power Spectral Density
RH	Relative Humidity
RMS	Root Mean Squared
RTCA	Radio Technical Commission For Aeronautics
VDC	Volts Direct Current
WAP	Wireless Access Point
NOC	Network Operations Center
PPP	Point to Point Protocol
PSTN	Public Switched Telephone Network
BTS	Base Transceiver Station

System Design

Network Architecture

The Gogo Ku Satellite Broadband Service network architecture is shown in Figure 1. Logically, the network is comprised of an outer-network and an inner-network. The outer-network is made up of the air subsystem and the ground subsystem. The inner-network is made up of the Geosynchronous Ku satellite network that interconnects the air subsystem and the ground subsystem.

Figure 1 Gogo Ku Satellite Broadband Service System

[***]

Network Overview

[***]

[***]

Figure 2 Gogo Ku Satellite Ground Network

[***]

Figure 3 Gogo Ku Satellite coverage Map 2013.

[***]

Figure 4 Aircraft System Reference Architecture

[***]

The following diagram (Figure 5) provides different views of the air subsystem, interconnection of the main components, their locations, etc.

Figure 5 Gogo Aircraft System Components

(components/distances are not to scale; figure provides sample locations only)

[***]

Figure 6 Gogo Flight Cycle (Sunny Day).

[***]

EXHIBIT G

TRADEMARKS

Delta Marks

Mark Name	Jurisdiction	Status	Registration No	Registration Date
SKYTEAM & DEVICE	United States	Registered	2684264	04-Feb-2003
DELTA	United States	Registered	0654915	19-Nov-1957
WIDGET LOGO	United States	Registered	0704103	06-Sep-1960
SKYMILES	United States	Registered	1968255	16-Apr-1996
FREED WIDGET	United States	Pending	77182424	16-May-2007

Gogo Marks



*-)®



EXHIBIT H

MAINTENANCE SERVICES

During the Term, Gogo will provide turnkey support and maintenance services which shall include spares, repair of Equipment, line and base maintenance services (touch labor) and logistics.

Gogo Responsibilities:

- (1) Gogo or its designated sub-contractor shall perform the maintenance services to the A/C in accordance with Delta's airworthiness requirements.
- (2) Services will be performed by licensed/qualified aircraft mechanics under an FAA 145 repair station license. Maintenance activities will be performed in accordance with applicable regulatory requirements and appropriate officially released documentation (ex: ESO, AMM, etc.) from Delta.
- (3) Gogo shall keep full and complete records of all maintenance services carried out hereunder, which records (including but not limited to ECO accomplishments) shall be provided to Delta within two (2) business days or as required by regulating authorities and open for examination and inspection by Delta and its authorized representatives during normal business hours.
- (4) All Gogo or sub-contractor technicians shall complete training from Gogo prior to being assigned to work on Delta A/C. Gogo will provide Delta with the training syllabus for their third party sub-contractors.
- (5) Gogo will notify Delta at least [***] before any change in Gogo's line maintenance labor supplier unless such change is requested by Delta as contemplated below. Gogo to provide Delta with a transition plan whenever there is a change in Gogo's sub-contractor who supports Delta A/C.
- (6) Gogo will provide an electronic copy of its maintenance manuals used to perform Connectivity Services maintenance on Delta aircraft. Gogo will coordinate with the appropriate Delta group(s) to ensure revisions and updates are added and maintained in a timely manner.

Delta Responsibilities:

- (1) Make A/C available for maintenance services as required, in a timely manner as operationally practical.
- (2) Delta shall provide to Gogo, electronic access to all Delta specific and customized technical manuals and documents to include but not limited to Aircraft Maintenance Manual (AMM), Illustrated Parts Catalog (IPC) and Wiring Diagram Manual (WDM), which are essential for Gogo or its designated sub-contractor to provide the maintenance services.
- (3) Provide at least [***] notice to Gogo if Delta requests a change in Gogo's line maintenance labor supplier.

Touch Labor:

- (1) External Equipment (e.g. Antennas, Radome, etc.) – Delta, at its sole discretion, shall decide the party (Delta or Gogo) responsible for actual replacement of external Equipment on the A/C.
- (2) Delta, at its sole discretion, shall decide the party (Delta or Gogo) responsible to repair or replace any wiring on the aircraft.

Maintenance Locations and Gogo's Maintenance Control Center ("MCC"):

- (1) Gogo will have a technical representative (which may be a Gogo employee or a subcontractor) on call in each of the agreed-upon maintenance bases. The maintenance bases will be the same as in the Domestic Agreement.

- (2) Gogo will provide [***] support at each agreed-upon maintenance station as determined by the parties during the Term from time to time. Delta should contact Gogo's AMCC Technical Support line (1-866-WiFi-Fly) with any maintenance-related requests or issues, and Gogo will coordinate with its employees and/or third-party providers at the stations as needed.
- (3) The parties will keep one another reasonably informed in the event that there is a procedural change, or a change in the location, associated with the maintenance of the Equipment.
- (4) MCC will track aircraft deferrals through closure.

Spares and Repair:

- (1) All spares shall be from a Delta-approved source and shall have the appropriate FAA 8130-3 or EASA Form 1.
- (2) Spares will be owned and provisioned by Gogo, provided to a third party maintenance provider and available for use on Delta A/C.
- (3) Gogo will provide visibility into spares provisioning.
- (4) Gogo will be responsible for delivering and maintaining spares in working condition and repositioning of spares between the different stations.
- (5) All spares will be covered during the Term.
- (6) Any Gogo Service Bulletins to be released will be released in accordance with the guidelines as outlined by Gogo's GMM Chapter 15. Gogo Service Bulletins shall be delivered to Delta Engineering Library or as otherwise directed by Delta Aircraft Engineering.

Gogo will provide the following reports periodically to Delta:

- (1) Reports on spares provisioning (station-by-station quantity, historical stocking levels, turn-over, etc.) will be made available to Delta.
- (2) [***].

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this 4th day of September, 2007 (the “**Effective Date**”), by and between **QUALCOMM INCORPORATED**, a Delaware corporation, having a place of business at 5775 Morehouse Drive, San Diego, California, 92121 (“**QUALCOMM**”), and **AIRCELL LLC**, a Delaware limited liability company, having a place of business at 1250 North Arlington Heights Rd. Suite 500, Itasca, IL 60143 (“**AirCell**”). **QUALCOMM** and **AirCell** are each sometimes referred to herein as a “**party**” and collectively as the “**parties.**”

RECITALS

A. **AirCell** intends to launch an Air-to-Ground (“**ATG**”) broadband service;

B. **QUALCOMM** has developed and is continuing to develop its Code Division Multiple

C. Access (“**CDMA**”) digital wireless telecommunications technology; and **AirCell** desires to engage **QUALCOMM** to:

- develop an Aircard for **AirCell**, as described in that certain **AirCell** Aircard Product Definition Document dated May 2, 2007 (the “**Aircard**”)

- develop certain modifications to **QUALCOMM**’s Cell Site Modem (“**CSM**”) software that are part of base transceiver stations in CDMA 3G-1X and EV-DO Rev. A networks (the “**CSM Software**”),

and **QUALCOMM** desires to develop such Aircard and Mobile Station Modem (“**MSM**”) software (“**MSM Software**”), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. **QUALCOMM** and **AirCell** hereby agree as follows:

1. Definitions All definitions in this Agreement and the Statement of Work apply to both their singular and plural forms, as the context may require. The terms “**herein**,” “**hereunder**,” “**hereof**” and similar expressions refer to this Agreement. “**Section**” refers to a Section herein. The word “**including**” means “including without limitation,” unless otherwise stated. All references to “**days**” are to calendar days, unless otherwise specified.

2. QUALCOMM’S Obligations.

2.1 Deliverables. **QUALCOMM** shall deliver to **AirCell**, through the assignment of specific employees, services and equipment of the type listed and described in the Agreement and the Statement of

Work (the “**Deliverables**”) attached hereto as **Exhibit A**. The delivery of the specific Deliverables shall be described in the milestones set forth in the Statement of Work (the “**Milestone(s)**”) and such Deliverables shall be delivered by QUALCOMM in accordance with the terms and conditions of this Agreement and the Statement of Work.

2.2 **Additional Agreements.** Concurrent with the execution of this Agreement, the parties shall execute and enter into a Manufacturing Services and Product Supply Agreement attached hereto as Exhibit B (the “**Supply Agreement**”) pursuant to which QUALCOMM shall agree to build a [***], beginning when AirCell makes ATG broadband services available in the continental United States to commercial airline passengers (the “**Commercial Launch**”) except as described during the trials defined below. Both parties acknowledge that a Commercial Launch shall not mean any ATG trial conducted by AirCell using twenty (20) airplanes of any individual airline for up to a maximum one hundred twenty (120) calendar days (each a “**Trial**”), and that AirCell shall be permitted to conduct Trials with an unlimited number of airlines. During the Trial period AirCell shall be entitled to receive all revenues from passengers/customers. The price, delivery terms, warranty and other provisions governing the manufacture and sale of such Aircards shall be defined in the Supply Agreement. [***]

3. COMPENSATION.

3.1 **Payments.** In consideration for QUALCOMM’s performance of its obligations under this Agreement, AirCell shall pay QUALCOMM the payments, as provided further below.

(a) **Initial Payments.** [***].

(b) **Milestone Payments.** In consideration for QUALCOMM ‘s successful completion of each of the Milestones set forth below and as they are more fully described in the Statement of Work, AirCell shall pay QUALCOMM the amount associated with each Milestone set forth in Table 3.1(b) below (the “**Milestone Payment.**”)

Table 3 1(b)

Milestones

[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

(i) Successful completion of each Milestone shall occur upon the successful completion of the test plan, if applicable, and the acceptance criteria associated with such Milestone, as described in the Statement of Work, provided that the relevant date for completion of each Milestone described in Table 3.1(b) (“**Milestone Date**”) has passed. After a Milestone has been satisfied pursuant to the terms set forth in the Statement of Work, QUALCOMM shall issue an invoice for the corresponding Milestone Payment. [***].

(c) **Annual Payments.** In addition to the payments described above, AirCell shall pay to QUALCOMM an annual fee of [***] (the “**Annual Payments**”). The Annual Payments will be backed by a Standby Letter of Credit (the “**LC**”) in the amount of [***] that decreases by the amount of

each Annual Payment paid by AirCell concurrent with QUALCOMM's receipt of such Annual Payment. The form of the LC is attached hereto as Exhibit D and as of the execution of the Agreement the form of the LC as attached is accepted. Such LC will become effective no later than February 29, 2008. These Annual Payments shall be invoiced on each of the [***]. In the event that the bank that issued the LC notifies QUALCOMM that it will not automatically extend the expiration date of the LC for another term, QUALCOMM shall promptly notice AirCell of such fact. AirCell shall have ten (10) business days from its receipt of such notice to provide QUALCOMM with a replacement Standby Letter of Credit, having substantially the same terms as the LC (the "**Replacement LC**"). If AirCell fails to provide the Replacement LC during this ten (10) business day period, then AirCell shall be in material breach of this Section 3.1(c), any remaining unpaid Annual Payments shall become immediately due and payable and QUALCOMM shall be entitled to draw any such remaining payments against the LC.

(d) Design Transfer Payment. [***]

3.2 Future Services. The parties agree that if AirCell desires QUALCOMM to perform any services not outlined in the Statement of Work (the "**Future Services**"), then if QUALCOMM in its sole and exclusive discretion decides to perform such Future Services, the parties shall mutually agree upon the scope of and the additional fees for such Future Services, but all other terms and conditions for QUALCOMM's performance of such Future Services shall be defined in this Agreement. Both parties expressly acknowledge that nothing in this Section 3.2 shall obligate AirCell to request or QUALCOMM to perform any Future Services. The parties acknowledge that Section 2.4 of that certain Air-to-Ground System Feature Document dated July 2007 (80-H0973-1 Rev. B) referenced in the PDD (as such term is defined in the Supply Agreement) lists a number of features that are expressly not contemplated to be part of the Deliverables and such features are marked with a dollar sign (\$). Should AirCell desire to include such features in any of the Deliverables, then QUALCOMM and AirCell shall mutually agree on applicable additional fees pursuant to this Section 3.2. Features not marked with the dollar sign will be delivered per the release date specified in section 2.4 of that certain Air-to-Ground System Feature Document dated July 2007 (80-H0973-1 Rev. B).

3.3 Taxes. Unless required by applicable law, all amounts payable to QUALCOMM hereunder shall be paid without deduction for any taxes, levies or charges of any nature which may be imposed, including without limitation, sales tax, withholding taxes, value added tax, excise tax, consumption tax, customs duties or similar charges or fees, but excluding any taxes imposed upon QUALCOMM's income ("**Taxes**"). In the event that either party pays for any Taxes on behalf of the other party after obtaining prior written consent, then the non-paying party shall reimburse the paying party within sixty (60) days after the invoice date. If AirCell is required by any applicable law to withhold taxes from any payment due QUALCOMM under this Agreement, then AirCell agrees to deliver to QUALCOMM a receipt, tax withholding certificate, or similar documentation evidencing payment of any such withholding. Failure to provide a tax withholding certificate or similar documentation within one hundred twenty (120) days after payment is made will result in the amount withheld becoming immediately due and payable to AirCell, unless the parties have agreed otherwise. Upon receipt by AirCell of the tax withholding certificate, the portion of the invoice represented by the tax withholding certificate shall be deemed fully paid by QUALCOMM

4. TERM

4.1 Term. This Agreement shall be effective as of the Effective Date and, unless earlier terminated under this Section 4, shall terminate on the date that is three years after the earlier of: (a) the date the date the Commercial Launch or (b) November 1, 2008 (the "**Term**"). The Term may be extended only upon the mutual written agreement of both parties. [***]

4.2 AirCell Termination. AirCell may terminate this Agreement effective immediately, upon written notice to QUALCOMM, if (a) QUALCOMM is in breach of Section 8 (Confidential Information); (b) QUALCOMM infringes any Intellectual Property Right (as defined in Section 7.1 below) owned by or licensed to AirCell; or (c) if QUALCOMM files insolvency proceedings, or files an answer not seeking dismissal of an insolvency proceeding within sixty (60) days of a filing of such action, or is adjudged insolvent; if substantially all assets of QUALCOMM are transferred to an assignee for the benefit of creditors, a receiver or a trustee; if QUALCOMM loses any governmental authorization necessary to fulfill its obligations under this Agreement; or if QUALCOMM ceases to carry on business.

4.3 QUALCOMM Termination. QUALCOMM may terminate this Agreement, effective immediately, upon written notice to AirCell, if: (a) AirCell is in breach of Section 8 (Confidential Information), or 10.1 (Relationships); (b) AirCell infringes any Intellectual Property Right owned by or licensed to QUALCOMM; or (c) if AirCell files insolvency proceedings, or files an answer not seeking dismissal of an insolvency proceeding within sixty (60) days of a filing of such action, or is adjudged insolvent; if substantially all assets of AirCell are transferred to an assignee for the benefit of creditors, a receiver or a trustee; if AirCell loses any governmental authorization necessary to fulfill its obligations under this Agreement; or if AirCell ceases to carry on business. QUALCOMM acknowledges that neither an initial public offering nor sale of securities by AirCell shall be a cause for the termination of this Agreement.

4.4 Other Termination Rights. Either party may terminate this Agreement: (i) pursuant to Section 11.6 (Force Majeure); (ii) effective immediately, upon written notice to the other party, if the other party is in material breach of any provision and does not cure such breach within thirty (30) days after receiving the non-breaching party's written notice of breach, which notice shall, in each case, specify the nature of the default in reasonable detail. Termination rights under this Section 4 shall be in addition to and not in substitution for any other remedies that may be available to the non-defaulting Party.

4.5 Effect of Termination.

(a) **Confidential Information.** Upon any termination or expiration of this Agreement for any reason, each party shall return to the other party all tangible items then in its possession or under its control constituting or containing the Confidential Information (as defined in Section 9 below) of such other party, including any and all copies thereof, or certify that such items have been destroyed

(b) **Licenses.** So long as (i) the termination is not due to AirCell's failure to make the accelerated aggregate Annual Payments pursuant to Section 3.1(c) of this Agreement, if invoiced by QUALCOMM, and (ii) the payments described in Section 4.5(d) below have been made, AirCell's licenses as described in Section 7 shall survive any termination of this Agreement.

(c) **Design Transfer Obligation.** If AirCell has paid the Design Transfer License Fee described in Section 3.1(d), then QUALCOMM's obligation to enter into a Design Transfer Agreement with a Third Party Manufacturer pursuant to Section 2.2 shall survive any termination of this Agreement.

(d) **Termination Payments.**

(i) **Termination by QUALCOMM.** Upon any termination of this Agreement by QUALCOMM under Section 4.3[***]

(A) [***]

(B) [***]

[***]

(ii) **Termination by AirCell.** Upon any termination of this Agreement by AirCell pursuant to Section 4.2, AirCell shall be obligated to make no further payments. In addition, AirCell shall have to option either (A) to allow QUALCOMM to retain any Milestone Payments paid by AirCell hereunder, in which case AirCell shall be entitled to retain the licenses under Section 7; or (B) to require QUALCOMM to refund to AirCell any Milestone Payments paid by AirCell hereunder, in which case AirCell shall not retain any licenses under Section 7.

(e) **Survival.** In addition to the specific sections cited above, Sections 1, 4.5, 8, 9, 10 and 11 shall survive the expiration or termination of this Agreement for any reason.

5. QUALCOMM PERSONNEL. All personnel performing services hereunder shall remain employees of QUALCOMM for all purposes, and QUALCOMM shall be solely responsible for the payment of any and all salary, bonuses, living expenses, travel expenses and other compensation, and the provision of all retirement, health care, insurance and other benefits, if any, to such personnel. QUALCOMM also shall be solely responsible for the payment of any taxes or governmental charges of any kind, including, without limitation, withholding taxes, payroll taxes or unemployment or workers' compensation insurance, with respect to any such personnel.

6. REGULATORY APPROVALS. [***]. Upon request from AirCell, QUALCOMM shall provide pursuant to Section 4.1 a reasonable amount of assistance to AirCell in obtaining the required regulatory approvals and licenses.

7. INTELLECTUAL PROPERTY OWNERSHIP.

7.1 Background Technology and Intellectual Property Rights. Each party shall retain all rights, title, and interest in and to its Background Technology and all Intellectual Property Rights therein that have arisen by the Effective Date. "**Background Technology**" consists of each party's or its licensors' technology, materials, ideas, know-how, inventions, approaches, software, hardware, microelectronics, designs, concepts, techniques, processes, data, tools, services, instruments, templates, methodologies, algorithms, documentation and any other knowledge, and any derivation thereof or enhancements or modifications thereto. "**Intellectual Property**" or "**Intellectual Property Rights**" collectively means any and all patents (including reissues, divisions, continuations and extensions thereof), patent registrations, patent applications, database rights, utility models, business processes, trademarks, service marks, trade secrets, know-how, trade names, registered or unregistered designs, mask works, copyrights, moral rights, industrial rights, or any application therefor and any other form of proprietary protection, which arise or are enforceable under the laws of the United States, the European Union, Japan, Taiwan, any other jurisdiction or any multilateral, bilateral or other treaty regime.

7.2 Project IP. Any and all inventions, improvements, technology, developments, innovations, ideas, know-how, approaches, software, hardware, designs, concepts, techniques, processes, data, tools, templates, methodologies, algorithms, documentation and any other Intellectual Property which is developed by QUALCOMM or jointly by QUALCOMM and AirCell during the Term and pursuant to this Agreement for any Deliverable is "**Project Work Product**." QUALCOMM shall be the sole and exclusive owner of all Intellectual Property Rights that are not AirCell's Background Technology or Background Intellectual Property Rights in and to the Project Work Product ("**Project IP**"). QUALCOMM shall not own any Intellectual Property Rights developed independently by AirCell. QUALCOMM shall not own any products, technology or any Intellectual Property of AirCell under this Agreement and the Statement of Work.

7.3 Grant of License to AirCell Background Technology. Subject to the terms of this Agreement, AirCell hereby grants to QUALCOMM a non-exclusive, worldwide, royalty-free, and fully paid-up right and license (with no right to sublicense) to use the AirCell Background Technology and AirCell Intellectual Property rights solely during the Term and for the sole and limited purpose of QUALCOMM's performance of its obligations hereunder.

7.4 Grant of License to Deliverables. Subject to the limitations set forth in Section 7.5 below, for any and all Deliverables provided by QUALCOMM to AirCell under this Agreement, AirCell may use the Deliverables solely in connection with the testing and development of wireless communications equipment that incorporates a QUALCOMM integrated circuit. AirCell shall have no right to alter, modify, translate or adapt the Deliverables or create derivative works thereof except as expressly provided in Section 7.5, nor shall AirCell have the right to assign, sublicense, transfer or otherwise provide the Deliverables to any third party (except for the provision of the Deliverables to AirCell's consultants, advisors and other agents (the "**AirCell Consultants**") who have a need to access the Deliverables to fulfill the purpose of this Agreement; provided that such AirCell Consultants have agreed with AirCell to treat such Deliverables in a manner that is consistent with the obligations of AirCell in this Agreement), or as set forth in the last sentence of this Section 7.4, and in the Supply Agreement and/or any Design Transfer Agreement. AirCell shall be responsible for any improper use by the AirCell Consultants of such Deliverables. Except as expressly permitted above, AirCell shall not use the Deliverables for any other purpose, without the prior written authorization of QUALCOMM. QUALCOMM covenants and agrees that in the Supply Agreement and/or a Design Transfer Agreement, it will grant to AirCell all necessary rights and licenses to use, copy, display, modify, reproduce, manufacture, have manufactured, market, sell and distribute the Deliverables, or parts thereof, as a component of AirCell products.

7.5 Grant of Software License. QUALCOMM hereby grants to AirCell a non-exclusive, non-transferable, revocable license under QUALCOMM's copyrights in the QUALCOMM Background Technology and the Project IP to use the software supplied hereunder by QUALCOMM (the "**Software**") solely in conjunction with the Deliverables provided hereunder and subject to the terms and conditions of this Agreement. In addition, AirCell shall have the right to have one or more BTS vendors, as selected by AirCell, incorporate the CSM Software (that is part of the Deliverables) into a BTS (an "**Enabled BTS**") and shall be permitted to resell, deploy and use such Enabled BTS on a worldwide basis. The BTS vendor(s) of AirCell's choice shall have appropriate QUALCOMM licenses; however they will not be required to pay any additional license fee for the CSM Software (ATG features). The selected BTS vendor(s) shall have the right with AirCell's prior written permission and upon written notice to QUALCOMM to sell and deploy the Enabled BTS to any service provider worldwide. Except as expressly provided in this Section 7.5, AirCell warrants and agrees that AirCell shall not, without the prior written consent of QUALCOMM, (i) alter, modify, translate, or adapt any Software or create any derivative works based thereon; (ii) except as necessary to install or load the Software in the Deliverables, copy any Software; (iii) assign, sublicense, resell or otherwise transfer the Software in whole or in part to any unauthorized third party; (iv) transfer Software except in conjunction with the transfer of the product in which the Software is imbedded or contained; (v) use the Software except as specifically contemplated in this Agreement; (vi) decompile, reverse assemble, translate or otherwise reduce the Software or any portion thereof to human-perceivable form; (vii) combine or merge any portion of the Software with any other software; (viii) disclose the Software to any third party (other than in connection with the permitted uses of the Deliverables); or (ix) incorporate, link, distribute or use (1) the Software, or (2) any software, products, documentation, content or other materials developed using the Software, with any code or software licensed under the GNU General Public License ("**GPL**"), LGPL, Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause the Software or other QUALCOMM software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, Mozilla or such other open source license. The entire right, title and interest in the Software shall remain with QUALCOMM, and AirCell shall not remove any copyright notices or other legends from the Software or any accompanying documentation. Nothing herein shall be construed as the sale of any Software to

AirCell. Nothing herein shall be deemed to grant any right to AirCell under any of QUALCOMM's patents. This Agreement shall not modify or abrogate AirCell's obligations under any other agreement with QUALCOMM. Neither the supply of any Deliverables nor the license of any Software, nor any provision of this Agreement shall be construed to grant to AirCell either expressly, by implication or by way of estoppel, any license under any patents or other intellectual property rights of QUALCOMM covering or relating to any other product or invention, or any combination of any Deliverable with any other product, except as expressly set forth in this Agreement.

7.6 Ownership of Third Party Materials. AirCell may disclose or provide to QUALCOMM certain Intellectual Property which is owned by third parties and licensed to AirCell (the "**Third Party Intellectual Property**"). Notwithstanding anything express or implied in this Agreement, such third party owners shall retain all rights, title and interest in and to such Third Party Intellectual Property including all underlying Intellectual Property Rights. Any such disclosure of information related to Third Party Intellectual Property shall be subject to Section 9 (Confidential Information) of this Agreement.

7.7 Further Assistance. The parties agree to execute all applications, assignments or other documents of any kind and take all other legally necessary steps under the law of any applicable jurisdiction including the United States-or any applicable treaty regime, at the expense of the requesting party, in order to apply for, obtain, protect, perfect or enforce the requesting party's rights, title, and interest in the requesting party's Intellectual Property as specified herein.

7.8 Reservation of Rights. Except as expressly provided in this Agreement, neither party conveys to the other party any Intellectual Property Rights. Neither the delivery of any QUALCOMM or AirCell Background Technology, the Project IP, or other Intellectual Property, nor any provision of this Agreement shall be construed to grant to either party, either expressly, by implication or otherwise, any license under any Intellectual Property Rights of the other party other than the limited licenses granted in Section 7.3, Section 7.4 and Section 7.5.

8. REPRESENTATIONS AND WARRANTIES.

8.1 QUALCOMM Warranties. In addition to any other warranties contained elsewhere in this Agreement, QUALCOMM hereby warrants, represents and covenants to AirCell, for the duration of the Term, all of the following:

(a) **Corporate Validity.** QUALCOMM is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with all necessary corporate power and authority to conduct its business and is duly qualified to transact business and perform this Agreement to the full extent contemplated herein. Furthermore, the individual executing this Agreement is an authorized representative of QUALCOMM with the power to bind QUALCOMM to this Agreement.

(b) **Conflicting Obligations.** Neither the execution or implementation of this Agreement, nor any of the terms, conditions, warranties, liability or warranty limitations or exclusions in this Agreement, nor the performance by QUALCOMM of its obligations under this Agreement, does or will: (i) contravene any provision of QUALCOMM's organizational documents; or (ii) conflict with any material agreement, understanding or obligation to which QUALCOMM is a party or by which it is bound.

(c) **Regulatory Compliance.** QUALCOMM will comply with all applicable laws and regulations in the implementation of this Agreement and the performance of its obligations hereunder.

(d) **Warranty.** QUALCOMM represents and warrants to AirCell that, with respect to the performance of services and the provision of Deliverables pursuant to this Agreement, all such services and Deliverables shall be performed in a workmanlike manner and in accordance with reasonable commercial standards, and that the services and Deliverables will perform according to the specifications of this Agreement and the Statement of Work.

8.2 AirCell Warranties. AirCell hereby warrants, represents and covenants to QUALCOMM, for the duration of the Term, all of the following:

(a) **Corporate Validity.** AirCell is a limited liability company, duly organized, validly existing and in good standing under the laws of the state of Delaware, with all necessary corporate power and authority to conduct its business and is duly qualified to transact business and perform this Agreement to the full extent contemplated herein. Furthermore, the individual executing this Agreement is an authorized representative of AirCell with the power to bind AirCell to this Agreement.

(b) **Conflicting Obligations.** Neither the execution or implementation of this Agreement, nor any of the terms, conditions, warranties, liability or warranty limitations or exclusions in this Agreement, nor the performance by AirCell of its obligations under this Agreement, does or will: (i) contravene any provision of AirCell's organizational documents; or (ii) conflict with any material agreement, understanding or obligation to which AirCell is a party or by which it is bound.

8.3 DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT UNITING THE GENERALITY OF THE FOREGOING, QUALCOMM AND AIRCELL DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO ANY INTELLECTUAL PROPERTY, TECHNOLOGY OR INFORMATION PROVIDED BY ANY THIRD PARTY.

9. CONFIDENTIAL INFORMATION. Treatment of Confidential Information. The parties hereby acknowledge and agree that the terms and conditions of the Mutual Non-Disclosure Agreement dated as of September 14, 2004 by and between AirCell and QUALCOMM ("**NDA**") shall apply to the use and disclosure of Confidential Information exchanged pursuant to this Agreement. Confidential Information shall have the same meaning as "INFORMATION" in the NDA. To the extent that the term stated in the NDA terminates prior to the termination of this Agreement, the parties agree that the term of the NDA shall be automatically extended to the term of this Agreement. The parties acknowledge that they have entered and may enter into additional multiparty confidentiality agreements with other third parties relating to matters under this Agreement and the NDA. The parties agree that either party shall be permitted to disclose Confidential Information to such third parties, provided such confidentiality agreements with such third parties are Substantially the same as the NDA

10. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, REVENUES, OR BUSINESS OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, EXCEPT FOR A PARTY'S BREACH UNDER SECTION 7, 9, OR 11.1, EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE STATEMENT OF WORK, REGARDLESS OF THE FORM OF THE ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE AMOUNTS PAID BY AIRCELL TO QUALCOMM UNDER THIS AGREEMENT. THE LIMITED LIABILITY PROVISIONS CONTAINED IN THIS AGREEMENT ARE A FUNDAMENTAL BASIS OF THE PARTIES' BARGAIN HEREUNDER, AND NEITHER PARTY WOULD AGREE TO THE TERMS HEREIN ABSENT SUCH LIMITATIONS.

11. MISCELLANEOUS.

11.1 **Relationships.** The relationship between the parties under this Agreement is solely that of independent contractors, and neither party is an employer, employee, owner, agent, franchisor, franchisee or representative of the other party. Neither party is authorized or empowered to represent the other party, nor to transact business, incur obligations or buy goods in the other party's name or for the other party's account. This Agreement does not constitute, and shall not be deemed to constitute a joint venture or partnership between the parties hereto, and neither party shall be deemed to be an agent of the other, or have authority to bind, obligate or make an agreement for the other party.

11.2 **Assignment.** Except as set forth in this Agreement, neither party may assign or delegate, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that (a) QUALCOMM may delegate the performance of the Services to subcontractors or consultants, and (b) either party may assign its rights or obligations to an affiliate of such party. Notwithstanding the foregoing, either party may assign its rights and obligations hereunder to an acquirer of all or substantially all of such party's business or assets, whether by merger, sale, or acquisition, so long as such purchaser agrees to assume all of such party's obligations hereunder and has the financial and technical capabilities to fulfill such obligations. For the purposes of this Section 11.2, the term "affiliate" shall mean an entity that controls, is controlled by or is under common control with a party. Any attempted assignment or delegation in contravention of this Section 11.2 shall be null and void.

11.3 **Non-Exclusivity.** Except for the restrictions contained in Section 7, Section 9 and this Section 11.3, nothing expressed or implied in this Agreement shall be deemed to restrict QUALCOMM's right or ability, whether during the Term or at any time thereafter, to: (i) directly or indirectly sell, license, use, promote, market, exploit, develop or otherwise deal anywhere in any product or service of any kind or (ii) enter into any business arrangement of whatever nature or description, including arrangements similar to those contemplated in this Agreement, with any other entity in any location. QUALCOMM will not (directly or indirectly) reuse or resell AirCell's Background Technology, or any new product derived from AirCell's Background Technology, except to AirCell or a party designated by AirCell. This section does not apply to new products derived without use of the AirCell Background Technology. Notwithstanding the foregoing, during the period from the date of this Agreement through July 1, 2008, QUALCOMM shall not sell, distribute or transfer any products (that utilize the Deliverables) to any party other than AirCell; and during the Term of this Agreement, QUALCOMM shall not own a majority interest in or operate any business that directly competes with AirCell's ATG in-cabin broadband business (the "**AirCell Business**"); provided, however, that the foregoing restriction, after July 1, 2008; shall not prevent QUALCOMM from developing or selling technology or equipment to third-parties that do directly compete with the AirCell Business.

11.4 **Export Compliance Assurance.** Each party agrees that neither it nor any of its subsidiaries, affiliates or subcontractors will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported (herein referred to as "export") any hardware, software, know-how, data or technical information (collectively, "**Materials**") obtained from the other party hereunder to any destination or entity prohibited or restricted under U. S. law, including but not limited to U.S. government embargoed or sanctioned countries or entities, unless it shall obtain prior to export an authorization from the applicable U.S. government agency (either in writing or as provided by applicable regulation). Each party further agrees that no Materials will be directly or indirectly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use.

11.5 **Governing Law.** This Agreement shall be governed, construed, and enforced, in all respects, solely and exclusively by the laws of the State of California, without applying any body of law that would have the effect of applying the laws of any different jurisdiction. The UN Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

11.6 **Force Majeure.** Any delay and/or failure in performance shall not be deemed a breach hereof when such delay or failure is caused by or due to causes beyond the reasonable control and without negligence of the party charged with such performance hereunder, including, but not limited to, fire, earthquake, flood, accidents, explosions, acts of God and acts of governmental authority or acts of war, power outages, power shortages, acts of terrorism, or acts of a civil or military authority (“**Force Majeure**”). The party claiming Force Majeure shall notify the other party, in writing, within ten (10) days after the occurrence of the Force Majeure event specifying the nature and anticipated duration of the delay. The party claiming Force Majeure shall use commercially reasonable efforts to avoid or minimize the effects of delay or non-performance and this Agreement and the Statement of Work shall be amended to take into account the delay caused by the Force Majeure event. Notwithstanding the foregoing, in the event any delay extends for a period of more than six (6) months, either party shall have the right to terminate this Agreement by written notice to the party claiming Force Majeure.

11.7 **Notices.** Except as otherwise expressly provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows; with notice deemed given as indicated: (i) by Federal Express or other overnight courier, upon written verification of receipt as evidenced by the courier’s delivery record; or (ii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either party may specify in writing.

If to QUALCOMM:

QUALCOMM Incorporated
5775 Morehouse Drive
San Diego, California 92121

Attn: Ahmad Jalali

If to AirCell:

Aircell, LLC
1172 CENTURY DR. SUITE 280
LOUISVILLE, COLORADO 80027
ATTN: CFO

With a copy to:

Aircell LLC
1250 N. Arlington Height’s Rd. Suite 500
Itasca, Illinois 60143
Attn: CTO

11.8 **Headings.** The headings in this Agreement are for convenience only and will not be construed to affect the meaning of any provision of this Agreement.

11.9 **Entire Agreement.** This Agreement, together with the Exhibits and Appendices hereto, constitutes the sole, final and entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements, understandings and representations whether oral or written and whether or not executed by QUALCOMM and AirCell. No modification, variation, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of the parties.

11.10 **Publicity.** Except as may be otherwise mutually agreed, the parties shall keep this Agreement and any agreements related thereto confidential except as reasonably necessary for performance

hereunder or except to the extent that disclosure may be required by applicable laws or regulations, in which latter case the party required to make such disclosure will promptly inform the other party in sufficient time prior to the date of such disclosure to enable such party to make known any objections that they may have to such disclosure. Neither party shall issue any press release or otherwise publicize the relationship of the parties under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld.

11.11 **Remedies.** The rights and remedies provided to each party herein are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

11.12 **Severability.** If one or more provisions in this Agreement are ruled entirely or partly invalid or unenforceable by any court or governmental authority of competent jurisdiction, then the validity and enforceability of all provisions not ruled to be invalid or unenforceable shall remain unaffected, the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the parties shall reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein.

11.13 **Counterparts.** This Agreement may be executed in counterparts, by facsimile, or both, each of which will be considered an original, but all of which together will constitute the same instrument. If executed via facsimile, the party so executing agrees to send the original to the other party via Federal Express or other overnight courier to the address designated in Section 11.7.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

QUALCOMM INCORPORATED

AIRCELL LLC

By: /s/ David Virgil

By: /s/ Joe Cruz

Name: David Virgil

Name: Joe Cruz

Title: SVP

Title: EVP & CTO

EXHIBIT A
STATEMENT OF WORK

1. Project Objective:

QUALCOMM shall design, develop and test the Aircard that will be used by AirCell and its vendors for purposes of commercializing a system that will support voice and data services between end users in airplanes and users or servers in conventional Internet/ PSTN/cellular networks (the “**BigSky System**”). [***]

QUALCOMM shall provide a limited quantity of Aircards as specified below to AirCell for use by its vendors for test and trial purposes.

2. Development Milestones

The following sets forth the Development Project milestones for QUALCOMM and AirCell.

<u>Document Section #</u>	<u>QUALCOMM Milestones</u>	<u>I Date</u>
2.1	Prototype Aircards	[***]
2.2	Commercial Hardware Aircards	[***]
2.3	Aircard Commercial Software	[***]
2.4	CSM Driver Software Beta Version	[***]
2.5	CSM Driver Software Commercial Version	[***]

2.1 Prototype Aircards:

[***]

2.2 Commercial Hardware Aircards:

[***]

2.3 Aircard Commercial Software:

[***].

[***]

2.4 CSM Driver Software Beta Version:

[***]

2.5 CSM Driver Software Commercial Version:

[***]

3. Network Planning Tool

QUALCOMM will provide its network planning tool at no cost to AirCell. In addition, at such time and location as both parties mutually agree, QUALCOMM will make a network planning engineer available to AirCell for two weeks at no cost, in order train AirCell’s engineering team on how to operate the network planning tool. Any requests by AirCell to modify the network planning tool to incorporate new features and/or to run the network planning tool to generate network plans will be contingent upon AirCell and QUALCOMM entering into a separate engineering services agreement.

4. Additional Qualcomm Services

4.1 PN Planning and Band Class

QUALCOMM will provide a Pseudo Noise (“PN”) planning scheme for the ATG application and a PN memo at no cost to AirCell.

QUALCOMM will provide the necessary Aircard software changes to support a configurable means to enable and disable the additional fields necessary to support the PN planning scheme.

[***]

4.2 Previous Simulation Study Results

QUALCOMM will also provide to AirCell the results of any previous simulation studies for the ATG application.

4.3 Simulations to Test New Parameters

QUALCOMM will run its simulation tools to test new parameters provided by AirCell.

QUALCOMM will hold a reasonable number of technical review meetings with AirCell, at which QUALCOMM engineers will review and comment on technical information/document provided by AirCell.

EXHIBIT B

SUPPLY AGREEMENT

B-1

EXHIBIT C

ADDITIONAL DESIGN TRANSFER DOCUMENTATION

1. Assembly Drawing with reference designators
2. Gerber Files
3. Electronic Placement Files
4. Source or Object Code for all programmable logic
5. Schematic and Layout Files
6. Factory Setup Test Code
7. Test Platform Specification
8. Any other deliverables necessary for a third party manufacturer to successfully manufacture the Aircard.

EXHIBIT D

IRREVOCABLE STANDBY LETTER OF CREDIT

U.S. BANK NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
111 S.W. FIFTH AVE., SUITE 500
PORTLAND, OREGON U.S.A. 97204
[***]

(ISSUE DATE)

IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARY:
QUALCOMM INCORPORATED
5775 MOREHOUSE DRIVE
SAN DIEGO, CA 92121

APPLICANT:
AIRCELL LLC
1172 CENTURY DRIVE, SUITE 280
LOUISVILLE, CO 80027

LETTER OF CREDIT NUMBER: **[TO BE PROVIDED BY ISSUING BANK]**
EXPIRY DATE: (ONE YEAR FROM ISSUE DATE)
AT: ISSUING BANK'S INTERNATIONAL BANKING COUNTERS
LOCATED AT ADDRESS INDICATED ABOVE.

AMOUNT: [***]
[***]

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE BY PAYMENT BY DRAFT(S) DRAWN AT SIGHT ON U.S BANK NATIONAL ASSOCIATION AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

A STATEMENT ISSUED AND SIGNED BY THE BENEFICIARY CERTIFYING AS FOLLOWS:

"I, THE UNDERSIGNED DULY AUTHORIZED SIGNER FOR QUALCOMM INCORPORATED HEREBY CERTIFY THAT AIRCELL LLC IS IN MATERIAL BREACH OF THE DEVELOPMENT AGREEMENT DATED **[INSERT DATE]** BETWEEN QUALCOMM INCORPORATED AND AIRCELL LLC WITH RESPECT TO SECTION 3.1(c), ANNUAL PAYMENTS. I FURTHER CERTIFY THAT ALL MILESTONES HAVE BEEN ACHIEVED AND THAT AIRCELL LLC HAS BEEN INFORMED IN WRITING OF SUCH BREACH AND HAS FAILED TO CURE SUCH BREACH PURSUANT TO THE DEVELOPMENT AGREEMENT."

THE ORIGINAL OF THIS LETTER OF CREDIT MUST ACCOMPANY THE ABOVE DOCUMENTATION.

THIS LETTER OF CREDIT INITIALLY EXPIRES ON (ONE YEAR FROM ISSUE DATE). IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE CONSIDERED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS WE NOTIFY YOU IN WRITING BY

COURIER AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRATION DATE THAT THIS LETTER OF CREDIT WILL NOT BE RENEWED. NOTWITHSTANDING ANY OTHER PROVISION HEREIN THIS LETTER OF CREDIT WILL NOT EXTEND BEYOND (FINAL DATE 2010).

THIS LETTER OF CREDIT SHALL AUTOMATICALLY REDUCE WITHOUT AMENDMENT AND WITHOUT BENEFICIARY'S CONSENT (UNLESS SO DRAWN) PER THE FOLLOWING SCHEDULE:

<u>REDUCTION DATE</u>	<u>REDUCTION AMOUNT</u>	<u>AVAILABLE BALANCE</u>
TBD	[***]	[***]
TBD	[***]	[***]
TBD	[***]	[***]

ALL BANKING CHARGES OTHER THAN THOSE OF THE ISSUING BANK ARE FOR ACCOUNT OF THE BENEFICIARY.

PURSUANT TO U.S. LAW WE ARE PROHIBITED FROM ISSUING, TRANSFERRING, ACCEPTING OR PAYING LETTERS OF CREDIT TO ANY PARTY OR ENTITY IDENTIFIED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPT. OF TREASURY, OR SUBJECT TO THE DENIAL OF EXPORT PRIVILEGES BY THE U.S. DEPT. OF COMMERCE.

DRAFTS DRAWN UNDER THIS CREDIT MUST BEAR THE CLAUSE: "DRAWN UNDER U.S. BANK NATIONAL ASSOCIATION IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER **[TO BE PROVIDED BY ISSUING BANK]**."

THIS CREDIT IS SUBJECT TO "THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN AND/OR DOCUMENTS PRESENTED AND NEGOTIATED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US.

U.S. BANK NATIONAL ASSOCIATION
A MEMBER OF THE FEDERAL RESERVE SYSTEM

STANDBY LETTERS OF CREDIT

X

APPROVED BY: AIRCELL LLC

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT

This Amendment No. 3 to the Development Agreement (this "Amendment No. 3") is made and entered into as of September 23, 2011 (the "Amendment No. 3 Effective Date") by and between QUALCOMM Incorporated, having a place of business at 5775 Morehouse Drive, San Diego, California, 92121 ("Qualcomm"), and Gogo LLC (f/k/a Aircell LLC), a Delaware limited liability company, having a place of business at 1250 North Arlington Heights Rd. Suite 500, Itasca, IL 60143 ("Gogo").

RECITALS

A. Qualcomm and Gogo entered into that certain Development Agreement dated as of September 4, 2007 (the "Agreement") and amended by that certain Amendment No. 1 dated as of December 11, 2008 ("Amendment No. 1") and by that certain Amendment No. 2 dated as of April 11, 2011 ("Amendment No. 2").

B. Qualcomm and Gogo now desire to further amend the Agreement to reflect changes to the development tasks to be performed by Qualcomm and paid for by Gogo.

C. Unless otherwise stated in this Amendment No. 3, all capitalized names used herein but not defined herein shall have the meanings attributed to them in the Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Appendment of New Statement of Work to the Agreement. The following Statement of Work shall be appended to and become part of the Agreement:

"STATEMENT OF WORK"

1 **Project Objective:**

Qualcomm shall design and develop certain software for dual aircard-1 directional antenna testing. [***] for existing Aircard-1 and is used with Gogo's Air-to-Ground Broadband System (ABS) BigSky first generation system.

Such software shall have the following key characteristics:

- A. This version of Aircard software is intended to provide limited new functionalities of the Aircard. Regression testing will be limited to the features added in this release.
- B. Only the features listed in this Statement of Work are guaranteed to be functional.
- C. The software supports ABS for 8 directional antenna ports on aircraft (4 ports are hi-POE (fwd, right, aft, left) and 4 ports are V-POL (fwd, right, aft, left),
- D. [***]
- E. [***]
- F. The software shall not be responsible for any and all higher level Mux'ing and de-Mux'ing, bandwidth estimation and flow control mid it shall be handled by the AT G,

As part of Feature F above, Qualcomm shall perform the following tasks:

- 1. Aircard Software Tasks
 - a. Qualcomm shall mod Iv Aircard software to support 4 ports on one polarization (H or V)
 - b. Qualcomm shall provide Non-Volatile (NV) support for user to configure the polarization used by the Aircard (H or V)
 - c. Qualcomm shall modify Aircard software to provide dual transmit on the RFO and RFI ports for soft handoff on the same polarization.
- 2. Aircard I&T and Support
 - a. Qualcomm shall perform lab testing of this feature in existing handoff tester setup.

- b. Qualcomm shall support Gogo in-flight testing this feature.
- c. Qualcomm shall provide fixes mid patch releases to Gogo for issues identified during Gogo lab testing and Gogo flight testing on Goat) test aircraft.

2 Release Schedule

The software described in Section 1 shall be released to Gogo three (3) months after the Amendment No. 3 Effective Date.

3 Acceptance

Gogo and Qualcomm shall have thirty (30) days to complete the testing, bug fixes and acceptance and of the initial software release,

4 Schedule Impact on Aircard-2 Development Milestones

Qualcomm and Gogo agree that the Development Milestones described in Section 2 of that certain Statement of Work appended to the Agreement by Amendment No. 2 is hereby amended and replaced in its entirety with the following:

The following sets forth the Deliverables and project milestones for Qualcomm and Gogo. Dates are targets are best estimates and not firm commitments of Qualcomm.

<u>Document Section #</u>	<u>QUALCOMM Milestones</u>	<u>Date</u>
2.1	Aircard PDD and Aircard Software Requirements Definition	June - 2011
2.2	Early Prototype Aircards and early CSM Driver software	Nov - 2011
2.2.1	Early Prototype MSM (2.2) plus Xscale functionality to support on-flight calls.*	Jan - 2012
2.3	Prototype Aircard, Aircard Beta Software Release.	April - 2012
2.4	Commercial CSM Driver software**	Feb - 2012
2.5	Load Balance and interference cancellation Defined	Feb - 2012
2.6	Commercial Aircards and Commercial Software Release 1	June - 2012
2.7	Final Software Release 2 (CSM, Aircard Advanced features)	Aug - 2012

- * The CSM software referenced in Milestone 2.2 (the “Milestone 2.2 CSM Release”) shall support Rev-B calls with very limited fixes required for flight testing. The Milestone 2.2 CSM Release may not support handoff, and doppler range and wide delay ranges performance for this release and will likely not realize the full performance capabilities of the Milestone 2.4 CSM Release (as such term is defined below). Gogo acknowledges these limitations of the Milestone 2,2 CSM Release, and Qualm= names that it shall provide bug fixes in the Milestone 2.4 CSM Release.
- ** The CSM software referenced in Milestone 2.4 (the “Milestone 2.4 CSM Release) shall support commercial RevA calls, but shall be limited to the Aircard-1 only.”

5 **Payment Milestones**

The following sets forth the milestones triggering Gage’s payment obligation to Qualcomm for the Qualcomm obligations and Deliverables described herein.

<u>QUALCOMM Milestones</u>	<u>Expected Date</u>	<u>Amount</u>
Amendment No.3 Execution	Sept 30, 2011	[\$***]
Acceptance of Software Release	Jan 23, 20112	[\$***]

Section 2. Effectiveness of Agreement. Except Its expressly provided herein, nothing in this Amendment No. 3 shall be deemed to waive or modify any of the provisions of the Agreement, or any amendment or addendum thereto. In the event of any conflict between the Agreement, this Amendment No. 3 or any other amendment or addendum thereof, the document later in time shall prevail.

Section 3. Counterparts and Facsimile Delivery. This Amendment No. 3 may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute this Amendment No. 3 when a duly authorised representative of each party has signed a counterpart. The parties may sign and deliver this Amendment No. 3 by facsimile transmission. Each party agrees that the delivery of this Amendment No. 3 by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of this Amendment No. 3 by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Amendment No.3 as of the Amendment No.3 Effective Date.

QUALCOMM INCORPORATED

By: _____
Name: _____
Title: _____

GOGO LLC

By: _____
Name: _____
Title: _____

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

**Manufacturing Services and Product Supply Agreement
Between
QUALCOMM Incorporated and AirCell LLC**

This Manufacturing Services and Product Supply Agreement (the "Agreement") is entered into effective September 4, 2007 ("Effective Date") by and between AirCell LLC, a Delaware limited liability company ("Customer"), with its principal place of business at 1250 N. Arlington Heights Road, Suite 500, Itasca, IL 60143, and QUALCOMM Incorporated, a Delaware corporation ("QUALCOMM"), with its principal place of business at 5775 Morehouse Drive, San Diego, California 92121-1714, with respect to the following facts:

WHEREAS Customer desires to purchase from QUALCOMM, and QUALCOMM desires to sell to Customer, Product(s) for resale from time to time under Purchase Orders in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the mutual promises set forth herein, agree as follows:

ARTICLE 1. DEFINITIONS.

The following capitalized terms shall have the meanings set forth below. Any capitalized terms not defined in this Section 1 or elsewhere in this Agreement shall have the meanings ascribed to them in the Development Agreement.

"**Affiliate(s)**" shall mean any person or entity (i) which directly or indirectly controls, or is controlled by, or is under common control with a party or (ii) which, if publicly traded, has twenty percent (20%) or more of the voting securities directly or indirectly beneficially owned by a party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

"**AirCell System**" means a system designed to provide air-to-ground wireless broadband services.

"**Agreement**" means this Agreement and the Exhibits attached hereto, and any subsequent amendments to this Agreement to which the Parties agree in writing.

“**Costs**” shall mean all amounts paid or incurred by QUALCOMM applicable to Work in progress and, with respect to any non-delivered portion of the Products, for components, parts, tools or test equipment that cannot be canceled or returned for refund, and/or any restocking fees or back billing for reduction in quantities purchased.

“**Deliverables**” means the Products delivered by QUALCOMM hereunder as further described in Article 3.1.

“**Design Documentation**” means all schematics and test, assembly and package documentation relating to the Product, including all design, specification and assembly documentation and data files for Materials, which is necessary for the production, manufacture, qualification, testing and delivery of the Product to be attached as Exhibit A.

“**Development Agreement**” means that certain Development Agreement by and between Customer and QUALCOMM dated as of even date herewith.

“**EOL Invoice**” shall have the meaning set forth in Article 4.4.1.

“**Factory Refurbished Unit**” shall mean a Product which is the same as or equivalent to a Product that is returned for warranty service, which has been restored to good working order and refurbished in accordance with QUALCOMM’s standard procedures, in a condition at least as good as the unit returned, which has been reprogrammed with the most current version of Software, shipped in non-retail packaging and covered by a warranty equal to the greater of (a) ninety (90) days from QUALCOMM’s delivery thereof to the FCA Point or (b) the time remaining in the Warranty Period covering the original Product.

“**Factory Testing**” means the factory testing to be conducted by QUALCOMM prior to delivery of the Product. Such Factory Testing is limited to confirmation that the Product is capable of being activated on the AirCell System.

“**FCA Point**” means QUALCOMM’s San Diego manufacturing facility or such other QUALCOMM facility as QUALCOMM may notify Customer from time to time.

“**Information**” shall have the meaning set forth in Article 20.

“**Initial Purchase Order**” or “**Initial P.O.**” means the non-cancelable Purchase Order submitted concurrently with the execution of this Agreement for the quantity of Products, pricing and delivery schedule as set forth below.

“**Marks**” shall mean the QUALCOMM trademarks which QUALCOMM places on Product(s).

“**Materials**” shall mean the Bill of Materials (BOM) required for the manufacture of the Product.

“**NTF**” or “**No Trouble Found**” means a Product returned to QUALCOMM which QUALCOMM has, in good faith and after applicable testing, found not to be defective.

“**Parties**” means Customer and QUALCOMM, who are the principals of this Agreement.

“**Parts Purchase Invoice**” shall have the meaning set forth in Article 4.4.1.

“**Price**” means the price per unit to be paid to QUALCOMM by Customer for Product. [***].

“**Product**” means the modern card described in that certain AirCell Aircard Product Definition Document dated July 2, 2007 Revision #C, including Software, manufactured, assembled, provisioned and programmed by QUALCOMM in compliance with the requirements of this Agreement and the applicable Design Documentation.

“**Purchase Order**” or “**P.O.**” means Customer’s written authorization issued to QUALCOMM for the purchase of Product(s) pursuant to this Agreement.

“**QUALCOMM Intellectual Property**” means present and, to the extent developed during the Term, future intellectual property owned or licensed by QUALCOMM, or developed, created or reduced to practice by QUALCOMM, its Affiliates, agents, and/or subcontractors, including but not limited to any and all such intellectual property rights as may be incorporated or embodied in the Deliverables, to include without limitation, the Product and any documentation developed under this Agreement.

“**RMA Procedures**” means the set of procedures found on QUALCOMM’s official website which describes the process and documentation required for the return by Customer of products to QUALCOMM. A copy of RMA Procedures is attached as Exhibit C.

“**Software**” means the proprietary software provided by QUALCOMM as part of the deliverable required by Milestone 5 of the Development Agreement.

“**Term**” shall have the meaning set forth in Article 16.

“**Warranty Period**” twelve (12) months from the date of acceptance thereof by Customer, unless extended pursuant to Article 12.3.

“**Work**” means the services required to be performed by QUALCOMM pursuant to the terms and conditions of this Agreement, as more particularly defined in Article 2.1 herein.

ARTICLE 2. SCOPE OF WORK.

2.1 QUALCOMM.

2.1.1 Manufacture and Supply. QUALCOMM will use reasonable commercial efforts to manufacture provision and deliver Products to Customer in accordance with the Design Documentation listed on Exhibit A, and the Delivery Schedule attached hereto as Exhibit B.

2.1.2 Testing by QUALCOMM. QUALCOMM will use its standard commercial quality practices to perform Factory Testing of the Product. The process for Customer’s acceptance of the Product is as specified in Article 8 below. QUALCOMM will provide to Customer copies of the Factory Testing results by serial number shipped with the units or electronic access to this data by serial number. Customer may be present at the time QUALCOMM conducts Factory Testing and QUALCOMM shall provide Customer adequate notice of such planned testing to permit Customer to observe such Factory Testing

2.2 Approvals and Certification by Customer.

Customer shall be responsible for all regulatory approvals, qualification and certifications of the Product. Upon request, QUALCOMM may provide reasonable assistance, subject to availability of resources, pursuant to the terms of the Development Agreement.

2.3 Purchase of Products.

Customer hereby irrevocably commits to order a minimum of [***] of the Product. Concurrent with the execution of this Agreement, Customer will issue to QUALCOMM a non-cancelable Initial P.O. for at least [***] of the Product at the pricing set forth in Exhibit B and make timely payment as set forth in Article 4.4 below. Customer will issue follow-on Purchase Orders pursuant to the terms set forth in Exhibit B.

This Agreement shall apply to the Initial Purchase Order and follow-on Purchase Orders accepted by QUALCOMM for Product hereunder, unless the Parties expressly agree in writing that this Agreement or a particular provision thereof, does not apply, and each P.O. shall be subject thereto. Each P.O. accepted by QUALCOMM in writing and this Agreement shall constitute the entire agreement between Customer and QUALCOMM with respect to the manufacture, purchase, sale and delivery of the Product(s) described in such P.O.

2.4 Delivery Schedule.

2.4.1 QUALCOMM shall schedule delivery under the Initial Purchase Order according to the following schedule:

- [***]

QUALCOMM will use its commercially reasonable efforts to maintain the foregoing schedule, however, Customer acknowledges that the delivery date may be affected by delays in QUALCOMM's ability to procure qualified Product bill of material components. QUALCOMM shall use its commercially reasonable efforts to mitigate any delays and shall immediately notify Customer of such delays. If such delay is estimated to be greater than ten (10) days, the parties shall confer to determine alternatives.

2.4.2 For follow-on Purchase Orders accepted by QUALCOMM for Product hereunder, the parties will mutually agree upon a delivery schedule in writing, however such delivery shall occur no later than one hundred twenty (120) days from the date QUALCOMM receives such Purchase Order. Should QUALCOMM anticipate a delay in any of the delivery dates B, QUALCOMM will notify Customer in writing promptly.

2.4.3 If QUALCOMM is delayed at any time due to the acts or omissions of Customer or Customer's failure to order and pay for Product as required hereunder, QUALCOMM will be entitled to receive from Customer an equitable adjustment in the schedule. If any such delay is greater than ten (10) business days, QUALCOMM will further be entitled to invoice and receive payment of idle time labor hours for any staff member that cannot be reassigned during the delay/downtime at QUALCOMM's then current commercial rates. QUALCOMM is not obligated to continue the Work in the event of a delay or

stop work issuance that lasts longer than twenty (20) business days and/or if there is a dispute concerning QUALCOMM's equitable adjustment claim that remains unresolved for more than twenty (20) business days. If QUALCOMM is required to pay its subcontractor(s) for costs associated with a Customer delay, QUALCOMM will be fully reimbursed by Customer.

2.5 Work Coordination.

Customer may request visits to QUALCOMM's facilities to review the Work, including to witness QUALCOMM quality procedures or testing as scheduled by QUALCOMM. All such requests must be submitted in writing at least five (5) business days in advance. QUALCOMM will permit and schedule reasonable requests from Customer for access so as not to interfere with the Work in progress. Contacts relating to technical activities will be coordinated through QUALCOMM's designated Program Manager. Direct contact with QUALCOMM engineers will be permitted only with the concurrence of the QUALCOMM Program Manager. (No access to QUALCOMM's subcontractors is permitted without QUALCOMM's prior written consent.)

ARTICLE 3. DELIVERABLE ITEMS

3.1 Deliverables.

Deliverables and the delivery schedule for the Initial Purchase Order are set forth in Exhibit B. If an item is not listed in Exhibit B, QUALCOMM has no obligation to deliver such item to Customer. Items purchased under this Agreement for QUALCOMM's use in performing the Work are not deemed to be Deliverables unless and to the extent they are listed as such on Exhibit B, as may be amended from time to time.

3.2 Marking and Packaging.

QUALCOMM shall package the Product in bulk for safe arrival to Customer using QUALCOMM's standard procedures and best commercial practices.

Customer will provide QUALCOMM, in advance of shipment, any special markings required on packaging and/or shipping documents.

ARTICLE 4. PRICE AND DELIVERY SCHEDULE

4.1 Price and Delivery Schedule.

Customer agrees to purchase a minimum of [***] units of Product for QUALCOMM's manufacture hereunder. Unless this Agreement is terminated earlier, QUALCOMM is obligated to manufacture up to [***] units of Product. The price of Product(s) purchased under the Initial Purchase Order and follow-on Purchase Orders is set forth on Exhibit B and stated in U.S. Dollars. QUALCOMM's prices do not include any applicable sales, use, excise, value-added and/or withholding taxes, customs, duties, fees, freight, insurance and delivery charges, or any other taxes, fees or charges. In the event QUALCOMM purchases any items on behalf of Customer and with Customer's pre-approval, for use in QUALCOMM's performance of the Agreement, the pricing of Product will be adjusted to include such amounts expended by QUALCOMM to obtain such items or components.

4.2 Additional Orders For Product.

During the Term and after QUALCOMM's delivery of the initial [***]units, Customer may issue additional Purchase Orders for Product up to a maximum of [***] units pursuant to the delivery terms to be negotiated between the Parties. QUALCOMM has no obligation or requirement to accept such Purchase Order(s) for any amount of Product in excess of [***] units.

4.3 Payment Terms.

QUALCOMM's payment terms are [***]. QUALCOMM will invoice Customer [***].

4.4 Payment.

4.4.1 Concurrent with the execution of this Agreement, QUALCOMM shall issue an invoice to Customer for [***]. The EOL invoice shall be issued to Customer on the Effective Date and Customer shall pay such invoice Net 30 days from the actual receipt of such invoice, and the Parts Purchase Invoice shall be issued concurrent with Customer's issuance of the Initial Purchase Order to QUALCOMM pursuant to Article 2.3 and shall be paid by Customer NET 30 days after actual receipt. The payments made by Customer under the EOL Invoice and the Parts Purchase Invoice are non-refundable.

4.4.2 Except as described in Article 4.4.1, all invoices shall be paid by Customer NET 30 days from the date of Customer's receipt of QUALCOMM's invoice. Payments due QUALCOMM are not contingent on Customer's receipt of payment from Customer's end user or other third party. All late payments shall be subject to a late charge of 1% per month or maximum amount permitted by law, whichever is lower, on the unpaid balance.

4.4.3 Payments must be made in U.S. dollars, and shall reference the Agreement number and be sent via wire transfer to:

[***]

4.4.4 If Customer disputes any amount included on any QUALCOMM invoice, Customer shall timely pay the undisputed portion of such invoice in accordance with Article 4.4.2 above. Customer shall notify QUALCOMM in writing of all disputed amounts, including justification, within thirty (30) days of the date of QUALCOMM invoice. The Parties agree to attempt to resolve all such disputes in accordance with Article 23 herein. QUALCOMM is not obligated to continue the Work in the event that a disputed invoice (for more than a nominal amount) remains unresolved for greater than thirty (30) days after the payment due date. No late payment charges will accrue during a period that the parties are attempting in good faith to resolve a dispute.

4.4.5 Customer may not offset any amounts due QUALCOMM hereunder against any amounts due from QUALCOMM under any this Agreement or any other agreement or arrangement between the Parties.

4.4.6 In the event Customer fails to make payments on a timely basis, QUALCOMM shall have the right to condition further deliveries of Product(s) and/or acceptance of additional Purchase Orders on Customer's payment of the full price for Product(s) covered thereby prior to delivery.

ARTICLE 5. TAXES AND DUTIES.

Customer is liable for all applicable taxes, fees, including but not limited to sales, use, excise, or similar taxes levied under federal, state or local tax laws excepting those taxes imposed upon QUALCOMM's income. All such taxes and/or fees will be calculated in accordance with the applicable federal, state or local laws. All amounts due QUALCOMM will be paid without deduction for any taxes, levies, or charges of any nature which may be imposed. In the event that QUALCOMM pays for any such items on behalf of Customer, Customer shall reimburse QUALCOMM therefor within thirty (30) days of Customer's receipt of QUALCOMM's invoice.

ARTICLE 6. DELIVERY, TITLE, RISK OF LOSS.

6.1 Delivery of Product. Subject to QUALCOMM's receipt of payment from Customer for the Purchase Order as required in this Agreement, all deliveries of Product shall be made FCA (INCOTERMS 2000) to the FCA Point, and Customer shall pay all shipping charges directly to carrier. In the absence of written shipping instructions from Customer, QUALCOMM will select the carrier and so notify Customer.

6.2 Title and Risk of Loss. Title to the Product(s) (but not for QUALCOMM Intellectual Property or Software) and risk of loss or damage to the Product(s) will pass to Customer free and clear of all liens and encumbrances upon QUALCOMM's delivery of the Product(s) to the FCA Point.

ARTICLE 7. EXPORT COMPLIANCE ASSURANCE, COMPLIANCE WITH LAWS.

7.1 Export Compliance. Customer acknowledges that all products, proprietary data, know-how, software or other data or information obtained from QUALCOMM are subject to the United States (U.S.) government export control laws accordingly their use, export and re-export, may be restricted or prohibited. Customer, therefore, agrees that neither it nor its subsidiaries or affiliates will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported (herein referred to as "export"), any such products, proprietary data, know-how, software or other data or information obtained from QUALCOMM or any direct products, proprietary data, know-how, software or other data or information obtained from QUALCOMM thereof to any destination or entity prohibited or restricted under U.S. law including but not limited to U.S. government embargoed or sanctioned countries or entities, unless it shall obtain prior to export an authorization from the applicable U.S. government agency (either in writing or as provided by applicable regulation). Customer further agrees that no products, proprietary data, know-how, software or other data or information obtained from QUALCOMM or received from QUALCOMM will be directly or indirectly employed in missile technology, sensitive nuclear or chemical biological weapons end uses or in any manner transferred to any party for any such end use. This requirement shall survive any termination or expiration of this Agreement or any other agreement with QUALCOMM.

7.2 Compliance with Laws. Each party shall comply with all applicable required U.S. laws, regulations and codes, in the performance of this Agreement. Nothing contained in this Agreement shall require or permit Customer or QUALCOMM to do any act inconsistent with the requirements of: (a) the regulations of the United States Department of Commerce; or (b) the foreign assets controls or foreign transactions controls regulations of the United States Treasury Department; or (c) of any similar United States law, regulation or executive order; or (d) any applicable law or regulation, as the same may be in

effect from time to time. Customer will comply with all laws and regulations of the United States of America applicable to its activities under this Agreement, including but not limited to U.S. Export Administration Regulations. Further, Customer shall comply with the laws of all countries in which Customer imports any Products in the importation, marketing, sale, distribution, warranty and use thereof. Each party shall indemnify the other party and its officers, directors, employees and permitted assigns and successors against any losses, damages, claims, demands, suits, liabilities, penalties and expenses (including reasonable attorneys' fees) that may be sustained by reason of such party's failure to comply with this Article 7.2.

ARTICLE 8. INSPECTION; ACCEPTANCE.

Customer shall inspect and either accept or reject Product(s) within sixty (60) days after the date of delivery to the FCA Point. If Customer fails to effectively reject any Product in a written document delivered to QUALCOMM stating the reasons therefor within such period, Customer shall be deemed conclusively to have accepted such Product. Customer's remedy for Product defects during the sixty (60) day period shall be limited to returning the rejected Product in accordance with the RMA Procedures set forth on Exhibit C, and all shipping charges for the return and replacement of rejected Product(s), exclusive of taxes, shall be paid by QUALCOMM. Any Product(s) rejected by Customer which are determined to be NTF shall be subject to the NTF procedures and costs set forth on Exhibit C and Article 12.4.4.

ARTICLE 9. RESERVED.

ARTICLE 10. RESTRICTIONS ON USE OF TRADEMARKS AND LOGOS.

In order that each party may protect its trademarks, trade names, corporate slogans, corporate logo, goodwill and product designations, no party, without the express written consent of the other, shall have the right to use any such marks, names, slogans or designations of the other party, in the sales, lease or advertising of any products or on any product container, component part, business forms, sales, advertising and promotional materials or other business supplies or material, whether in writing, orally or otherwise, except as expressly agreed by the parties. Nothing in this Article 10 shall restrict Customer from distributing Product(s) with the Marks.

ARTICLE 11. PRODUCT USES AND RESTRICTIONS.

Customer acknowledges that the Product is a circuit board module requiring environmental protection. These environmental elements include, but are not limited to, temperature variation, humidity, condensation, lightning strikes, electromagnetic radiation, corrosive agents, ESD, particulates, direct impacts, mechanical shocks and vibrations, and as such, requires Customer to be responsible for the environmental testing of and protection for the Product. QUALCOMM shall have no liability for Customer's failure to design or develop the Product in such a manner that fails to provide it an adequate enclosure or other sufficient environmental protection capabilities for the Product, however QUALCOMM shall offer reasonable technical assistance to Customer as requested from time to time (not to exceed two hundred and forty hours (240) in the aggregate) to assist Customer in resolving such issues.

Customer shall, and shall require its distributors and other customers to market, distribute, sell and use the Product(s) (sublicense in the case of software) solely in accordance with and for the purposes contemplated in this Agreement.

ARTICLE 12. WARRANTY.

No warranty, express or implied, shall apply to the Product, except as provided in this Article 12.

12.1 Services Warranty — by QUALCOMM. QUALCOMM warrants only to Customer that the Work performed under this Agreement will be performed in a professional and workmanlike manner and in accordance with normal industry standards.

12.2 Pass Through Warranty. Except as provided in Article 12.3 below, no warranty, express or implied, shall extend to the Product, except for any pass-through warranty provisions for components procured by QUALCOMM from a third party that are assignable to Customer. The warranty extended to the Product is as provided below.

12.3 Product Warranty. QUALCOMM warrants only to Customer that the Product (excluding the Software contained therein) will (a) be free from defects in material and workmanship under normal use as permitted hereunder and (b) conform to QUALCOMM's specification for the Product for the Warranty Period of twelve (12) months beginning on the date of Customer's acceptance of such Product. [***]. QUALCOMM represents that as of the date of this Agreement, to the best of its knowledge, there are no claims known made or threatened, by third parties alleging that the Product(s) infringe upon the intellectual property of any third party.

12.3.1 Product Warranty – Software. QUALCOMM warrants that the Software contained in the Product will be free from material programming errors that substantially impair the intended operation thereof for the warranty period set forth in Article 12.3 above. In the event of a breach of the above warranty that is reproducible by QUALCOMM, QUALCOMM shall use reasonable commercial efforts to provide a software work-around or correction.

12.3.2 Product Warranty – Exclusions. No warranty, express or implied, shall extend to any Software or any Product which has been subjected to misuse, neglect, accident, or improper storage or installation or which has been repaired, modified, or altered by anyone other than QUALCOMM or QUALCOMM's authorized representative. In addition, unless approved in writing by QUALCOMM the warranty does not extend to any Product which is attached to or used with accessories, batteries, connectors, cabling or other items not provided or approved by QUALCOMM. Product is not specifically warranted to be appropriate for incorporation and use in any other product or for any use prohibited in the applicable Documentation. Customer hereby acknowledges and agrees that it has not relied on any representations or warranties other than those expressly set forth herein.

12.3.3 Warranty Process. In the event of an alleged defect of Product covered by warranty, Customer shall obtain an RMA Number and return the Product(s) in accordance with the RMA Procedures within thirty (30) days after the issuance of the RMA Number. If Products returned by Customer in accordance with the RMA Procedures are determined by QUALCOMM to be defective and covered by warranty, QUALCOMM shall use reasonable commercial efforts to, within thirty (30) days of receipt of such Products, at its option, repair or replace such Products and ship such Products to Customer

at QUALCOMM's expense (excluding taxes and customs duties imposed in connection with the return of Products if applicable) or, if QUALCOMM determines that it is unable to repair or replace such Products, QUALCOMM shall credit to Customer's account the amount of the unit price. QUALCOMM shall have the right to ship as a replacement a Factory Refurbished Unit. QUALCOMM's obligation to effect the warranty remedy set forth herein shall be subject to Customer's shipment of defective Products in strict accordance with the RMA Procedures.

12.3.4 Product Warranty – No Trouble Found/NTF. If Customer's levels of NTF returns are reasonably determined by QUALCOMM to be excessive, Customer shall be notified and thereafter billed the sum of One Hundred Twenty dollars (US\$120.00) per occurrence for the NTF evaluation. Customer shall pay for shipping to and from QUALCOMM for all NTF units.

12.3.5 Product Warranty – Returned Product Not Covered by Warranty. In the event Products not covered by warranty can be economically repaired, QUALCOMM shall contact Customer for authorization to repair and provide an estimate of the costs therefor, based on the cost of repair plus an Evaluation Fee of One Hundred Twenty dollars (US\$120.00). If authorized by Customer, QUALCOMM shall attempt to repair such Products within the estimate and return same to Customer at Customer's cost. Customer shall pay for such repair upon invoice from QUALCOMM. If QUALCOMM is unable to repair non-warranted Products, or Customer does not authorize repair, QUALCOMM will return same to Customer at Customer's cost or scrap the same without liability to Customer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 12, QUALCOMM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO COMPONENTS, PRODUCT(S), SOFTWARE, OR DOCUMENTATION, OR ANY OTHER INFORMATION OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, WHETHER ARISING FROM LAW, CUSTOM OR CONDUCT, AND THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES RELATED TO THE DESIGN, MANUFACTURE, DUPLICATION, MATERIALS, WORKMANSHIP, DOCUMENTATION, SERVICES, INFORMATION OR CONFORMANCE TO ANY SPECIFICATION REQUIREMENTS, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

ARTICLE 13. NO TRANSFER OF INTELLECTUAL PROPERTY RIGHTS IMPLIED.

The sale to Customer of the Products does not convey to Customer any intellectual property rights in such Product or any Software (other than the license to use such Products or services), including but not limited to any rights under any patent, trademark, copyright, or trade secret. Neither the sale of Products, the license of Software nor any provision in this Agreement shall be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any patents or other intellectual property rights of QUALCOMM or its licensors covering or relating to any other product or invention or any combination of the Product or software with any other product (other than the license to use such Products or services).

ARTICLE 14. QUALCOMM SOFTWARE LICENSE.

Product(s) sold hereunder may contain or be accompanied by Software and, except as otherwise expressly provided herein, all references to "Product(s)" herein shall be deemed to include the accompanying Software, provided that nothing herein shall be construed as the sale of, or passage of title in, any Software or any other intellectual property embedded in the Products to Customer. QUALCOMM hereby grants to Customer a non-exclusive, worldwide license to sublicense the Software and to use the Software (in object form only) solely as included and intended to be used in the Products purchased by Customer from QUALCOMM and for use only in the manner which QUALCOMM intends the Software to be used, for the duration of the useful life of such Product(s) and subject to the terms and conditions of this Agreement. Customer shall not and shall not permit any third party to, without the prior written consent of QUALCOMM: (i) alter, modify, translate, or adapt any Software or create any derivative works based thereon; (ii) copy any Software; (iii) assign, sublicense or otherwise transfer the Software in whole or in part, except as permitted herein; (iv) use the Software except as specifically contemplated in this Agreement; or (v) disclose the Software to any third party. The entire right, title and interest in the Software shall remain with QUALCOMM, and Customer shall not remove any copyright notices or other legends from the Software or any accompanying documentation. Customer may reproduce and distribute any Documentation provided by QUALCOMM for distribution with the Product, in whole or in part, for purposes related to the operation, maintenance or sale thereof.

Customer may sublicense to its distributors the right to further sublicense to bona fide end user customers the right to use the Software only as incorporated in the Product, subject to terms at least as protective of QUALCOMM's rights therein as set forth in this Agreement and such right shall survive termination or expiration of such Agreements and last for the duration of the useful life of the Product. If Customer, and Customer's distributors, do not take reasonable steps to enforce their rights under such software sublicense agreements, Customer shall take all reasonable steps necessary to ensure that the right to enforce such software sublicense agreements is transferred and assigned to QUALCOMM.

Customer shall use the Products and Software contained therein or furnished by QUALCOMM solely in accordance with and for the purposes specifically contemplated in the terms of this Agreement or the Development Agreement. Customer shall not, and shall not permit any third party to, directly or indirectly, alter, modify, translate, or adapt any Product or Software contained therein or create any derivative works based thereon, disassemble, decompose, reverse engineer, or analyze the physical construction of, any Products or Software or any component thereof for any purpose, except as permitted under a Design Transfer Agreement.

ARTICLE 15. CHANGES.

Customer may, during the Term and by written request issued by Customer, request changes to the Work, including changes to the delivery schedule and quantities ordered. All such change orders will be sent to the attention of a contact person at QUALCOMM to be identified prior to the first delivery of Products hereunder.

QUALCOMM will use reasonable commercial efforts to submit a proposal to the Customer that includes the estimated costs and schedule impact associated with such change within twenty (20) business days of QUALCOMM's receipt of the written request. If QUALCOMM's proposal is approved in writing by Customer, the Parties will amend this Agreement and each party will sign such amendment prior to QUALCOMM's implementation of the change. QUALCOMM is not obligated to proceed with any change order request from Customer until such time as an amendment to the Agreement has been fully executed between the Parties.

ARTICLE 16. TERM.

This Agreement shall commence on the Effective Date and shall have an initial term (“Term”) of three (3) years following the earlier of (a) date when Customer launched commercial services over the AirCell System (b) November 1, 2008. QUALCOMM and Customer may mutually agree in writing to extend the Term.

ARTICLE 17. TERMINATION.

17.1 The occurrence of any of the following shall constitute a material default and breach of this Agreement and shall allow the non-defaulting party to terminate this Agreement after the expiration of the applicable period of cure, if any:

17.1.1 Any unauthorized disclosure of either party’s Information as set forth in Article 20 below, shall allow the non-defaulting party to terminate immediately;

17.1.2 Any unauthorized use of the Product, misuse of the Marks, or performance by Customer of unauthorized modifications to the Product not contemplated by this Agreement, the Development Agreement or a permitted Design Transfer Agreement, shall permit QUALCOMM to terminate immediately;

17.1.3 The dissolution, liquidation or discontinuance of business operations of either party shall permit the other party to terminate immediately;

17.1.4 Any material default by either party of an obligation, condition or covenant of this Agreement which is not cured within thirty (30) days after the date the other party notifies the defaulting party in writing of such default;

17.2 QUALCOMM may terminate this Agreement at any time after delivery of Products under the Initial Purchase Order if: (a) Customer fails to issue a new purchase order for at least five hundred (500) units of Product within ninety (90) days of QUALCOMM’s delivery and AirCell’s receipt of the last Product unit under a prior Purchase Order, or (b) QUALCOMM has terminated the Development Agreement pursuant to Customer’s breach of its obligations under Section 3.1(c) of that agreement.

17.3 In the event this Agreement is terminated for any reason except for default by QUALCOMM, QUALCOMM is entitled to receive payment for actual hours worked multiplied by the appropriate labor category to the date of termination, any Costs accrued as of the termination date, not to exceed the amounts remaining on accepted open Purchase Orders. Payment shall be due in full to QUALCOMM within thirty (30) days of QUALCOMM’s submittal of final invoice to Customer in accordance with Article 4 herein.

17.4 In the case of termination of this Agreement for any reason, each party will cease use of the other party’s furnished Material and return them to the owning party within thirty (30) days after the termination date. Each party will cease use of the Information belonging to the other party and return all such Information, and any authorized copies thereof, to the other party within thirty (30) days after the termination date.

17.5 In the event of termination of this Agreement for any reason except Customer's default, QUALCOMM will deliver to Customer all Products which have been completed, subject to QUALCOMM's receipt of Customer's payment in full of the final invoice to Customer. In such event, Customer shall have the right to sell all remaining inventory to customers pursuant to the applicable terms and conditions herein. If Customer has made prepayments for any Products that have not and will not be delivered to Customer due to the termination of this Agreement, QUALCOMM shall refund such prepayments (less any offsets pursuant to Section 17.3 of this Agreement) within thirty (30) days of the date of termination.

ARTICLE 18. LIMITATION OF LIABILITY.

IN NO EVENT SHALL QUALCOMM BE LIABLE TO CUSTOMER OR END USER OR ANY THIRD PARTY, NOR SHALL CUSTOMER BE LIABLE TO QUALCOMM FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OR FAILURE TO DELIVER, ANY OF THE PRODUCT OR ANY SOFTWARE OR DOCUMENTATION, EVEN IF QUALCOMM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER CUSTOMER'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. FURTHER, EXCLUDING FOR QUALCOMM'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 19, THE ENTIRE LIABILITY OF QUALCOMM, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED SHALL NOT EXCEED THE PURCHASE PRICE FOR THE PRODUCT WHICH IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

ARTICLE 19. INDEMNIFICATION.

19.1 Misuse. Customer shall indemnify, defend and hold harmless QUALCOMM, its Affiliates, and their directors, officers, agents and employees against any and all losses, claims, demands, damages and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of (i) any misuse or modification of the Product(s) sold hereunder, (ii) any unauthorized or unlawful use or distribution of the Product(s) sold hereunder, (iii) any unauthorized disclosure of QUALCOMM's Information, or (iv) any unlawful acts or omissions by Customer, including any nonpayment of taxes, duties or other assessments relating to the transactions contemplated by this Agreement.

19.2 By QUALCOMM—Infringement. QUALCOMM shall indemnify, defend, and hold harmless Customer, its Affiliates, and their directors, officers, agents and employees, from and against all Losses arising out of or related to any claim that of the Product by Customer or such other entities, customers, or persons as permitted herein) infringes or violates any patent, trademark or copyright of any third party.

19.3 By Customer—Infringement. Customer shall indemnify, defend, and hold harmless QUALCOMM, its Affiliates, and their directors, officers, agents and employees, from and against all Losses arising out of or related to any claim of infringement or violation of any patent, trademark, copyright, trade secret or other intellectual property rights of any third party arising out of related to: (a) Customer’s modification of any Product(s) or (b) any markings, logos or features on the Products other than the Marks

19.4 Procedure for Indemnification. With respect to indemnification pursuant to Article 19.1, 19.2 or 19.3, (a) the indemnified party shall give the indemnifying party prompt written notice of any claim or action for which the indemnified party is claiming indemnification hereunder; (b) the indemnifying party shall be given the opportunity to control the defense or settlement of each such claim or action; and (c) the indemnified party shall cooperate with, and provide reasonable information and assistance to, the indemnifying party in the defense and/or settlement of each such claim or action at the indemnifying party’s expense, provided that failure to comply with (a), (b) and (c) shall not affect the indemnifying party’s obligation hereunder unless and to the extent the indemnifying party is materially prejudiced thereby. The indemnifying party shall pay all sums, including without limitation reasonable attorneys’ fees, damages, losses, liabilities, expenses, and other costs, that by final judgment or decree, or in settlement of any suit or claim to such indemnifying party agrees, may be assigned against the indemnified party, its Affiliates, directors, officers, managers, members, agents, and employees on account of the claim indemnified against.

ARTICLE 20. RESTRICTIONS ON INFORMATION DISCLOSURE AND USE.

All documentation and technical and business information and intellectual property in whatever form recorded that a party does not wish to disclose without restriction (“Information”) shall remain the property of the furnishing party and may be used by the receiving party only as set forth herein. The Information and the terms of this Agreement are deemed Information under the Mutual Nondisclosure Agreement dated as of September 14, 2004 between QUALCOMM and Customer (the “NDA”). The NDA is incorporated herein and will continue to govern Information exchanged during the term of this Agreement. If there is any conflict between the provisions of the NDA and this Agreement, this Agreement will govern. Those provisions of the NDA that are stated to survive termination, will survive termination of this Agreement.

ARTICLE 21. INSURANCE.

Each party shall at all times, at its own cost and expense, carry and maintain the insurance coverage required by law and commercially standard in the jurisdiction(s) and industry(ies) in which it transacts business.

ARTICLE 22. ASSIGNMENT.

Neither this Agreement nor any rights, duties or interest herein, shall be assigned, transferred, pledged or hypothecated or otherwise conveyed by either party without the other party’s prior written consent which shall not be unreasonably delayed or withheld. Notwithstanding, QUALCOMM shall have the right to (i) subcontract the procurement of Materials, manufacturing and/or testing of the Product to a third party and (ii) transfer this Agreement in connection with any transfer by QUALCOMM to a third party of its Product-related business. For purposes of this Article, “assignment” shall be deemed to include any transaction or series of transactions which results in an aggregate change in ownership or control of more than fifty percent (50%) of the party. Any attempted assignment or delegation in contravention of this Article shall be void.

ARTICLE 23. DISPUTE RESOLUTION, APPLICABLE LAW, VENUE.

23.1 In the event of any dispute or claim hereunder, the Parties shall attempt to reach resolution thereof through good faith negotiation, including involvement of the senior management of each party. In the event that such negotiation is not commenced within thirty (30) days after a request therefor by either party, or the failure of the Parties to reach resolution within sixty (60) days after commencement of such negotiations, either party may pursue its legal remedies.

23.2 The interpretation, validity and enforcement of this Agreement shall be governed by the laws of the State of California, USA, excluding the U.N. Convention on International Sale of Goods, and without regard to conflict of laws principles. The prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith.

ARTICLE 24. FORCE MAJEURE.

Any delay and/or failure in performance shall not be deemed a breach hereof when such delay or failure is caused by or due to causes beyond the reasonable control and without negligence of the party charged with such performance hereunder, including, but not limited to, fire, earthquake, flood, accidents, explosions, acts of God and acts of governmental authority or acts of war, power outages, power shortages, acts of terrorism, or acts of a civil or military authority ("Force Majeure"). The party claiming Force Majeure shall notify the other party, in writing, within ten (10) days after the occurrence of the Force Majeure event specifying the nature and anticipated duration of the delay. The party claiming Force Majeure shall use commercially reasonable efforts to avoid or minimize the effects of delay or non-performance and this Agreement shall be amended to take into account the delay caused by the Force Majeure event. Notwithstanding the foregoing, in the event any delay extends for a period of more than six (6) months, either party shall have the right to terminate this Agreement by written notice to the party claiming Force Majeure.

ARTICLE 25. NOTICES.

Except as otherwise expressly provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by Federal Express or other overnight courier, upon written verification of receipt as evidenced by the courier's delivery record; or (ii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either party may specify in writing.

If to QUALCOMM:

QUALCOMM INCORPORATED
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
Attn: Ahmad Jalali

If to AirCell:

AIRCELL LLC
1250 NORTH ARLINGTON HEIGHTS RD.
SUITE 500
ITASCA IL 60143
ATTENTION: CFO

ARTICLE 26. INDEPENDENT CONTRACTORS RELATIONSHIP.

The relationship between the parties under this Agreement is solely that of independent contractors, and neither party is an employer, employee, owner, agent, franchisor, franchisee or representative of the other party. Neither party is authorized or empowered to represent the other party, nor to transact business, incur obligations or buy goods in the other party’s name or for the other party’s account. This Agreement does not constitute, and shall not be deemed to constitute a joint venture or partnership between the parties hereto, and neither party shall be deemed to be an agent of the other, or have authority to bind, obligate or make an agreement for the other party.

ARTICLE 27. NON-EXCLUSIVITY.

Both Parties acknowledge and agree that this is a non-exclusive Agreement (except as expressed in the Development Agreement) and QUALCOMM reserves the right to manufacture and sell other data communications products that utilize the Product as a core communications component to other parties at its sole discretion (except as expressed in the Development Agreement).

ARTICLE 28. MISCELLANEOUS PROVISIONS.

28.1 No addition to or modification of this Agreement shall be effective unless made in writing and signed by the duly authorized respective representatives of QUALCOMM and Customer.

28.2 Any delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof.

28.3 If any of the provisions of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

28.4 The Parties’ rights and obligations which by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive, including but not limited to Articles 4.4, 5, 7, 11, 12, 13, 14.1, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

28.5 This Agreement may be executed in counterparts, by facsimile, or both, each of which will be considered an original, but all of which together will constitute the same instrument. If executed via facsimile, the party so executing agrees to send the original to the other party via Federal Express or other overnight courier to the address designated in Article 25.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed below effective as Effective Date.

QUALCOMM Incorporated

AirCell LLC

By: /s/ David Virgil

By: /s/ Joe Cruz

Name: David Virgil

Name: Joe Cruz

Title: SVP

Title: SVP, CTO

ATTACHMENTS:

- Exhibit A — Design Documentation
- Exhibit B — Pricing / Delivery Schedule
- Exhibit C — RMA Procedures

EXHIBIT A
DESIGN DOCUMENTATION

1. Bill of Materials (BOM) with Manufacturer and Manufacturer Part Numbers
2. Development Platform Specification
3. Factory and Quality Test Procedures (ATPs)

EXHIBIT B
QUANTITY/PRICING/DELIVERY SCHEDULE

1. Product Pricing:

Quantity [***]	*Unit Price (USD) [***]
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* Assumes no major design changes.

EXHIBIT C

RMA (Return Material Authorization) Procedures for QUALCOMM Aircards

Prior to Requesting an RMA

1. Customer personnel must be registered with QUALCOMM Customer Service to submit a request for RMA. To obtain registration status, Customer must email QUALCOMM Customer Service at _____. (A list of authorized personnel that can obtain RMAs from QUALCOMM should be provided in advance, if possible, by Customer).
2. Customer personnel will receive an email confirmation that they have been authorized to submit RMAs.

RMA Procedure

1. Customer should **REQUEST** an RMA from QUALCOMM using one of the following methods:

- **EMAIL** QUALCOMM Customer Service _____. Be sure to include "RMA Request" in the subject field.

Or

- Request a hardcopy RMA form comm-sa@qualcomm.com.
COMPLETE the hardcopy RMA form and FAX the form to QUALCOMM Customer Service _____ or send it as an attachment in an email to _____. Be sure to include the original Purchase Order Number or Contract Name/Number on this Form.

2. The QUALCOMM Customer Service Representative will log the information into QUALCOMM's call tracking software system, which automatically assigns a case number for the RMA request. Please note, this is not the RMA number. The RMA number will be assigned if all warranty criteria have been met. Please include a description of the problem and the RMA documentation with the part(s) to be repaired.
3. Customer will **RECEIVE** a confirmation and case number for the RMA request from QUALCOMM Customer Service via email.
4. Customer will **RECEIVE** an RMA number, shipping instructions, and RMA confirmation documents from QUALCOMM Customer Service via email or fax.
5. Customer must package the RMA part(s) for shipment for safe arrival at QUALCOMM, including the following:
 - a) Package part(s) in accordance with professional packing standards. Part(s) must be packaged in original box or equivalent container. If applicable, external box should be suitable for international shipment or Freight Forwarder equivalent.

- b) Enclose the RMA form, the description of the failure, and a copy of the RMA documentation received from QUALCOMM in each shipping container.
If applicable, enclose any exportation documentation for customs purposes.
- c) Write the RMA number(s) on the outside of each container. If reusing shipping containers, remove previous stickers and labeling.
- d) Verify the "Ship TO" address is visible on the outside of each container.

6. Customer must **SHIP** the RMA part(s) per QUALCOMM shipping instructions indicated on the RMA documentation.

Please refer to the applicable contract agreement with QUALCOMM to determine the responsible party and schedule for payment of associated shipping costs (i.e., customs clearance, freight costs, and associated duties and taxes) required for transport or parts(s) to and from QUALCOMM; and for Repair Evaluation Fees and Repair Fees, and NTF occurrences.

7. For tracking purposes, Customer must **OBTAIN** the Airway Bill (AWB) number from the freight forwarder and email both the AWB number and the associated RMA number to QUALCOMM Customer Service at status.rma@qualcomm.com shipment.

8. QUALCOMM will notify Customer of estimated ship schedule for repaired part(s) via email.

9. Customer should **CONFIRM** the receipt of the repaired product(s) and validate the functionality of the part(s) by sending email to status.rma@qualcomm.com.

10. Upon receipt of Customer's confirmation, QUALCOMM will close the Case and the RMA. If confirmation has not been received in thirty (30) days from date of shipment, QUALCOMM will close the case and the RMA accordingly.

This Procedure may change from time to time in QUALCOMM's sole discretion. Customer should contact QUALCOMM for questions.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT
THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A
REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION: [***]

**AMENDMENT NO. 2 TO THE MANUFACTURING SERVICES
AND SUPPLY AGREEMENT**

This Amendment No. 2 to the Manufacturing Services and Product Supply Agreement (this “**Amendment No. 2**”) is made and entered into as of April 8, 2011 (the “**Amendment No. 2 Effective Date**”) by and between **QUALCOMM Incorporated** having a place of business at 5775 Morehouse Drive, San Diego, California, 92121 (“**QUALCOMM**”), and **AIRCELL LLC**, a Delaware limited liability company, having a place of business at 1250 North Arlington Heights Rd. Suite 500, Itasca, IL 60143 (“**Customer**”).

RECITALS

A. QUALCOMM and Customer entered into that certain Manufacturing Services and Product Supply Agreement dated as of September 4, 2007, as amended by that certain Amendment No. 1 dated as of March 30, 2010 (the “**Agreement**”).

B. QUALCOMM and Customer, now desire to further amend the Agreement to eliminate contractual minimum quantities and to include the ability to manufacture and sell a new generation of the Product.

C. Unless otherwise stated in this Amendment No. 2, all capitalized terms used herein but not defined herein shall have the meanings attributed to them in the Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Amendment to the Agreement.

- 1.1 Amendment of the Definition of Product. The definition of the term “Product” set forth in Article 1 of the Agreement shall be amended and restated in its entirety as follows:

“**Product**” means (i) the modem card described in that certain AirCell Aircard Product Definition Document dated July 2, 2007 Revision #C, including Software, manufactured, assembled, provisioned and programmed by QUALCOMM in compliance with the requirements of this Agreement and the applicable Design Documentation (the “**Original Aircard**”) and (ii) the modem card described in that certain AirCell Aircard Product Definition Document developed in connection with the Statement of Work agreed to by the Parties in that certain Amendment No. 2 to the Development Agreement dated as of even date with this Amendment No. 2 (the “**New Aircard**”), including Software, manufactured, assembled, provisioned and programmed by QUALCOMM in compliance with the requirements of this Agreement and the applicable Design Documentation.

1.2 Amendment of Section 4.1. Section 4.1 of the Agreement shall be amended and restated in its entirety as follows:

“4.1 Price and Delivery Schedule.

Customer intends to purchase a minimum of [***] units of Product for QUALCOMM’s manufacture hereunder. Unless this Agreement is terminated earlier, QUALCOMM is obligated to manufacture up to [***] units of Product. The price of Product(s) purchased under the Purchase Orders is set forth on Exhibit B and stated in U.S. Dollars. QUALCOMM’s prices do not include any applicable sales, use, excise, value-added and/or withholding taxes, customs, duties, fees, freight, insurance and delivery charges, or any other taxes, fees or charges. [***].

1.3 Amendment to Section 4.2 (as amended by Amendment No. 1 to the Agreement.) The following sentences are added to the end of Section 4.2:

“For the first Purchase Order issued (expected around August 2011) by Customer subsequent to the Effective Date of this Amendment No. 2, Customer is obligated to purchase [***] units of the Original Aircard.

For the second Purchase Order issued (expected around February 2012) by Customer subsequent to the Effective date of this Amendment No. 2, Customer shall [***] units of the New Aircards to be delivered as soon as such units become commercially available.

QUALCOMM shall be obligated to sell and Customer shall be entitled to place orders for the Original Aircard up until the date that is six months after the date on which QUALCOMM first delivers commercial versions of the New Aircard to Aircell.”

1.4 Amendment of Section 9.3. Section 9.3 of the Agreement shall be amended and restated in its entirety as follows:

“9.3 Pre-buy Credit against Purchase Price. After the first [***].

1.5 Amendment of Section 12.3. The first paragraph of Section 12.3 of the Agreement shall be amended and restated in its entirety as follows:

“12.3 Product Warranty. QUALCOMM warrants only to Customer that the Product (excluding the Software contained therein) will (a) be free from defects in material and workmanship under normal use as permitted hereunder and (b) conform to either QUALCOMM’s specification PDD: 80-H3633-1. Rev. C or QUALCOMM’s specification PDD for the New Aircard, as applicable, for the Warranty Period of twelve (12) months beginning on the date of Customer’s acceptance of such Product. Product delivered to Customer’s business aviation division shall be warranted at the same level as the Product delivered to Customer’s commercial aviation division. QUALCOMM shall calculate and publish the RMA rate for actual failures found in Product delivered to Customer’s commercial aviation division on a bi-annual basis (on August 1 and February 1), and such rate shall be used as baseline failure rate (the “Baseline Rate”) for the subsequent one hundred eighty (180) day period for Product delivered to Customer’s business aviation division. If Product delivered to Customer’s business aviation division fail at a rate that exceeds the Baseline Rate, then those units of Product that comprise such excess shall not be covered by the Warranty described in this Section 12.3. With respect only to any units of Product delivered to Customer pursuant to Purchase Orders received by QUALCOMM prior to August 1, 2011, Customer may at any time prior to the expiration of the standard twelve month warranty, extend the Warranty Period for any units of Product by twelve (12) months by issuing a P.O. to QUALCOMM for an amount equal to the number of units for which Customer wishes to extend the warranty multiplied by [***]. The minimum number of units for which Customer may purchase an extended warranty shall be [***].

1.6 Amendment of Section 12.3.2. The first paragraph of Section 12.3.2 of the Agreement shall be amended and restated in its entirety as follows:

“12.3.2 Product Warranty—Exclusions. No warranty, express or implied, shall extend to any Software or any Product which has been subjected to misuse, neglect, accident, or improper storage or installation or which has been repaired, modified, or altered by anyone other than QUALCOMM or QUALCOMM’s authorized representative, other than in the standard manufacturing process, or any Software or any Product which has not properly protected from operating conditions outside of QUALCOMM product specification PDD: 80-H3633-1. Rev. C or QUALCOMM’s product specification for the New Aircard, as applicable. In addition, unless approved in writing by QUALCOMM the warranty does not extend to any Product which is attached to or used with accessories, batteries, connectors, cabling or other items not provided or approved by QUALCOMM. Product is not specifically warranted to be appropriate for incorporation and use in any other product or for any use prohibited in the applicable Documentation. Customer hereby acknowledges and agrees that it has not relied on any representations or warranties other than those expressly set forth herein.

QUALCOMM hereby acknowledges that the Products will be incorporated into Customer’s products. QUALCOMM further acknowledges that Customer’s products are attached to or used with accessories, batteries, connectors, cabling or other items.

QUALCOMM extends the warranty in Section 12.3 of the Agreement to such Products, so long as the Customer products, accessories, batteries, connectors, cabling or other items that such Products are attached to, used with or incorporated into properly protects such Products from operating conditions that fall outside those specified in QUALCOMM product specification PDD: 80-H3633-1. Rev. C or QUALCOMM's product specification for the New Aircard, as applicable."

1.7 Amendment of Section 17.2. Section 17.2 of the Agreement shall be amended and restated in its entirety as follows:

"17.2. QUALCOMM may terminate this Agreement at any time after delivery of Products under any Purchase Order if: (a) Customer fails to take delivery of a minimum of Three Thousand (3,000) Units by August 1, 2011; (b) Customer fails to take delivery of a minimum of One Thousand (1,000) units during any year of this Agreement following the Amendment No. 1 Effective Date (a year being measured as the period between the anniversaries of the Effective Date)); (c) Customer has effected two Production Halts prior to August 1, 2011; or (d) QUALCOMM has terminated the Development Agreement pursuant to Customer's breach of its obligations under Section 3.1(c) of that agreement. In the event QUALCOMM elects to terminate the Agreement pursuant to Section 17.2(a) or (b), it shall provide Customer with ninety (90) days prior written notice (the "**Notice Period**"). If during the Notice Period, Customer place Purchase Orders in quantities necessary to meet the minimum purchase commitments of [***] units, respectively, QUALCOMM shall withdraw its election to terminate the Agreement."

Section 2. Effectiveness of Agreement. Except as expressly provided herein, nothing in this Amendment No. 2 shall be deemed to waive or modify any of the provisions of the Agreement, or any amendment or addendum thereto. In the event of any conflict between the Agreement, this Amendment No. 2 or any other amendment or addendum thereof, the document later in time shall prevail.

Section 3. Counterparts and Facsimile Delivery. This Amendment No. 2 may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute this Amendment No. 2 when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Amendment No. 2 by facsimile transmission. Each Party agrees that the delivery of this Amendment No. 2 by facsimile shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile signatures as evidence of the execution and delivery of this Amendment No. 2 by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Amendment No. 2 to be duly executed as of the date first written above.

QUALCOMM INCORPORATED

By: /s/ Ahmad Jalali

Name: Ahmad Jalali

Title: VP Tech.

AIRCELL LLC

By: /s/ Anand Chari

Name: Anand Chari

Title: VP - Engineering

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

MASTER SERVICE AGREEMENT

This Master Service Agreement (“**MSA**”) is entered into as of April 25, 2008 (the “**Effective Date**”) by and between:

INTELSAT CORPORATION (“**Intelsat**”), a company incorporated under the laws of the State of Delaware with offices at 3400 International Drive, N.W., Washington, D.C. 20008;

AND

AIRCELL LLC (“**Customer**”), a limited liability company incorporated under the laws of the State of Delaware with offices at 1172 Century Dr. Building B Suite 280, Louisville, Colorado 80027 United States.

Intelsat and Customer shall each be referred to individually as a “**Party**” and collectively as the “**Parties**”. “**Affiliates**” of either Party shall mean all entities controlling, controlled by or commonly controlled with such Party, and all officers, directors, employees, agents, partners and shareholders of such Party and such entities.

1. AGREEMENTS

1.1 Agreements. By executing this MSA, Intelsat and Customer agree that, upon execution by both Parties of a service order pursuant to this MSA (each, a “**Service Order**”), Intelsat shall provide to Customer, and Customer shall purchase from Intelsat, the services described in such Service Order (the “**Service(s)**”), in accordance with, and subject to the conditions of, this MSA and such Service Order. Nothing contained in this MSA shall obligate Intelsat to provide, or Customer to accept, any Service, unless both Parties have executed a Service Order for such Service. The term “**Agreement**” shall refer collectively to this MSA and any and all Service Orders executed by both Parties. In resolving any conflict between the terms and conditions set forth in this MSA and the terms and conditions of a Service Order, the terms of the Service Order shall govern.

1.2 Occasional Use Services. Services that may be governed by this MSA include both “**Full-Time Service(s)**,” provided on a 24-hour a day, 7-day a week basis, and occasional use services or occasional video solutions (collectively, “**Occasional Use Service(s)**”) provided on an ad hoc or other short term or recurring basis. In addition to this MSA, Occasional Use Services are further subject to the terms and conditions of Intelsat’s Occasional Use Service Order Procedures and Policies and Occasional Use Access Requirements or Intelsat’s Occasional Video Solutions Terms and Conditions (collectively, the “**Occasional Use Procedures**”), as such may be amended by Intelsat from time to time upon notice to Customer, and which can, for convenience, be located at <http://www.intelsat.com/services/media/ou-terms-conditions.asp>, and/or can be provided to Customer upon request. For Occasional Use Services provided on an

ad hoc basis, or on other short term or recurring basis at Intelsat's sole discretion, an expedited Service Order procedure is specified in the Occasional Use Procedures, according to which a Customer order of an Occasional Use Service shall be confirmed by Intelsat via facsimile or e-mail delivery of a Service Order for the Occasional Use Service, which delivery shall constitute an individual and binding agreement for Intelsat to provide and Customer to accept the Occasional Use Service described therein. For purposes of this MSA, the Occasional Use Procedures are considered a component of, and incorporated by reference in, the Service Order for the Occasional Use Service, and references to "Service Order" in this MSA shall include the Occasional Use Procedures, when applicable.

1.3 Term of MSA. The MSA shall remain in effect for six (6) months after the Effective Date (the "**Initial Term**"). Any extension of the term of the MSA after the Initial Term shall be subject to agreement by the Parties and shall be effective upon execution of an amendment hereto. Notwithstanding the foregoing, the MSA shall continue to apply to any Service Order so long as such Service Order remains in effect. The total period during which the MSA shall remain in effect under these terms shall be referred to as the "**Term**."

1.4 Service Term. The period of any Service Order running from the "**Service Start Date**" defined therein through the "**Service End Date**" defined therein (or as otherwise specified in the case of Occasional Use Services) shall be referred to as the "**Service Term**." Unless otherwise specified in the Service Order, any renewal or extension of a Service Order shall be the subject of separate negotiations (and execution of a separate Service Order or an amendment to a Service Order) between the Parties. If, in the absence of such agreement, Customer continues to use a Service past its Service End Date, Intelsat may, at its option, terminate the Service, or continue to supply it on a fully-preemptible basis and at a rate determined by Intelsat in its sole discretion.

2. PROVISION OF SERVICES

2.1 General. Intelsat shall provide each Service in accordance with the "**Service Specifications**" defined in the relevant Service Order. All Services are offered on a non-exclusive basis, unless identified differently in the Service Order.

2.2 Intelsat-Provided Facilities. Intelsat shall provide each Service using satellite and/or terrestrial facilities owned and/or operated by Intelsat and/or third parties under contract with Intelsat (the "**Intelsat-Provided Facilities**"). Any third party facilities used for any Service as part of the Intelsat-Provided Facilities shall be specified in the Service Order and shall be subject to the terms and conditions of Intelsat's agreement with such third-party provider; any such terms and conditions which differ from the terms and conditions described herein shall be identified in the Service Order.

2.3 Space Segment Allocation. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the satellite identified in the Service Order or to move the Service to a different satellite and/or a different orbital location (the satellite being used for the Service at any given time referred to herein as the "Satellite"), or in any other way to alter the method by which it provides a Service, provided that any such change does not result in a failure of the Service to meet the Service Specifications. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Service during any such change. Notwithstanding the generality of the foregoing, for Network Broadband services to aircraft only, Intelsat shall not make any change to any such service without first obtaining Customer's consent. For the avoidance of doubt, failure by Customer to provide consent under this Section 2.3 shall not constitute a breach of this MSA.

3. CUSTOMER OBLIGATIONS AND USE RESTRICTIONS

3.1 Customer's Use and Third Party Use. Each Service is provided for Customer's own use and in no event shall Customer be permitted to resell a Service to any other person or entity unless Customer's provision of services to such person or entity includes substantially more communications facilities than the Service provided by Intelsat. For purposes of this Section, "resell" shall include any means allowing another person or entity to utilize the Service, in whole or in part, including through sale, resale, license, lease, sublease, grant, assignment, or any other means of direct or indirect conveyance. Without limiting the foregoing, Customer shall be responsible to Intelsat for any and all use of the Service or transmissions via the Service by any third party user throughout the chain of use (each a "User" and collectively the "Users") to the same extent as Customer would be for its own use or transmissions, and all references in the Agreement to Customer's responsibilities to Intelsat regarding Customer's use or transmissions shall be interpreted accordingly.

3.2 Compliance with Law. Customer shall use each Service, and shall require that its Users use such Service, if applicable, only for lawful purposes and in compliance with any and all applicable governmental laws, rules, regulations and/or restrictions of any jurisdiction in which Customer uses the Service or to which it is otherwise subject (including those of the U.S. Federal Communications Commission ("FCC")), including, without limitation, patent, copyright, trademark, and any other intellectual property rights; defamation, obscenity and any other content- or information-related laws; and privacy and data security or protection laws.

3.3 Operational Requirements and Non-Interference. Customer shall use each Service, and shall require that its Users use such Service, if applicable, in compliance with the "**Operational Requirements**" contained in the Service Order, as such may be amended by Intelsat from time to time upon notice to Customer, and which can, for convenience, be located at <http://www.intelsat.com/resources/earthstationsless.aspx>. Customer shall configure, equip and operate its transmit facilities so that the interface of these facilities, in outerspace, with the Satellite shall conform to the characteristics and technical parameters of the Satellite. Customer shall follow Intelsat's procedures for initiating or terminating any transmission to the Satellite. Customer shall operate all transmit facilities in a manner that allows for cessation of, and shall cease, transmission immediately upon receiving notice from Intelsat under Section 13.2 below. Customer shall furnish such information regarding the technical parameters of its transmissions as may be required by Intelsat prior to commencing, during, and upon the conclusion of, any transmission to the Satellite. Customer shall, upon Intelsat's request, provide measured proof that any transmit facility meets any material requirement specified in the Operational Requirements. Customer shall follow established practices and procedures for frequency coordination and shall not use the Service, or any portion thereof, in any manner that would or could be expected, under standard engineering practice, to cause harm to any satellite or related infrastructure of Intelsat or a third party, or to cause interference with any satellite or related infrastructure of Intelsat or a third party.

3.4 Customer-Provided Facilities. Unless otherwise specified in the Service Order, Customer shall be responsible for the provision, installation, operation, maintenance of, and for securing all necessary licenses and/or authorizations for, all earth station facilities and equipment ("**Customer-Provided Facilities**"), for transmitting signals to, or receiving signals from, the Satellite in accordance with the requirements set forth in the Service Order. In addition, all Customer earth stations must be registered by Intelsat prior to operation, in accordance with the Service Order. By executing a Service Order, Customer represents and warrants that the information it will provide to Intelsat in connection with earth station registration will be complete and accurate in all material respects. Customer may contract with parties other than Intelsat to

transmit its signals to, or receive its signals from, the Satellite, provided that Customer shall require that its contractors comply with all of the requirements of this MSA and the Service Order. If Customer retains third parties as permitted by the previous sentence, those third parties' facilities and personnel shall be deemed to be Customer-Provided Facilities and the acts and omissions of those third parties shall be deemed to be the acts or omissions of Customer. Intelsat shall have the right with prior notice and during normal business hours, but not the obligation, to inspect any Customer-Provided Facilities together with associated facilities and equipment used by Customer, or by a third party under the authority of Customer, to transmit to the Satellite. Intelsat shall use all reasonable efforts to schedule inspections to minimize the disruption of the operation of the facilities, and Customer shall make the facilities available for inspection at all reasonable times. Any such inspection shall not be deemed approval of the facilities by Intelsat or a waiver of any of Intelsat's rights hereunder.

3.5 Transmission Plan. No later than ten (10) business days prior to the Service Start Date, Customer shall provide Intelsat with a transmission plan (the "**Transmission Plan**") which complies with the Operational Requirements. Customer must have Intelsat's written approval of the Transmission Plan, which approval shall not be unreasonably withheld or delayed, prior to, and as a condition to, Customer's commencement of the Service. Customer shall also be permitted, subject to Intelsat's prior written approval, to modify the Transmission Plan from time to time, subject to the terms of the applicable Service Order. Intelsat's approval of a Transmission Plan shall not constitute, nor does Intelsat make any representation, warranty, or covenant regarding the efficacy of the use of any number of carriers or other alternative uses of the Services. In addition, Intelsat does not make any representation, warranty or covenant regarding the efficacy of any Transmission Plan or use of the Service in relation to potential sources of terrestrial interference, and the absence of terrestrial interference is not a Service Specification.

4. CHARGES AND PAYMENTS

4.1 Charges. "**Charges**" shall refer to all charges specified in a Service Order or otherwise due to Intelsat. Any fixed recurring monthly Charges specified in the Service Order ("**Service Fees**") are due and payable within [***] days of the Invoice Date as defined below, i.e. no later than the last business day of the month preceding the month in which the Service is to be rendered (pro-rated for partial months), provided that pursuant to Section 4.4 below, no delinquency charges will be assessed for Service Fees that are received within [***] days of the due date. Any non-fixed and/or non-recurring Charges shall be due and payable by the last business day of the month in which they are invoiced in accordance with Section 4.2 below. Charges for Occasional Use Services shall be due and payable as specified in the Occasional Use Procedures.

4.2 Invoices. Charges shall be posted monthly at <https://my.intelsat.com/webinvoices/index.asp> on the first day of the month in which such Charges are due and payable. Posting of the Charges at said address shall constitute an invoice for such Charges, dated as of the first day of the month (the "**Invoice Date**").

4.3 Payments. Customer shall pay all Charges by wire transfer or via company check to the corporate address listed above and in U.S. dollars, and in full, free and clear of any set-off, restriction, condition or deduction. Customer shall be responsible for any transfer, exchange, or other similar costs involved in making payment. Payments shall be deemed made only upon receipt of collected funds at the following account:

Intelsat Corporation
Citibank FSB, Washington, D.C.
ABA#: [***]
Account Number: [***]

4.4 Late Payments. Any payment due from Customer and not received by Intelsat within [***] days of its due date shall be subject to a delinquency charge (liquidated damages) at the rate of [***] per month, or the highest rate permitted by law, if less, on such overdue amount from the due date until Intelsat actually receives payment in full. Customer acknowledges that such delinquency charge is reasonable under all the circumstances existing as of the Effective Date. In the event that Customer is unable to make timely payment due to circumstances affecting its bank or wire transfers therefrom that are beyond Customer's reasonable control, Customer shall notify Intelsat as soon as possible, and in any event prior to the payment due date, and shall include with such notice written documentation from Customer's bank specifying the reason for the inability to access or transfer funds, and the expected date by which payment can be made. Such notice shall in no way absolve Customer of any of its payment obligations, and any extension of the payment due date in such circumstances shall be in the sole discretion of Intelsat. For avoidance of doubt, the occurrence of such event and/or Intelsat's receipt of such notice shall in no way constitute a waiver of any of Intelsat's rights under the Agreement.

4.5 Disputed Charges. Customer shall notify Intelsat of any dispute regarding Charges in writing within twenty (20) days of the relevant Invoice Date. Thereafter, the invoice shall be considered final and undisputed. Notwithstanding the existence of a dispute as to Charges, Customer shall pay all undisputed amounts in the relevant invoice by the payment due date.

4.6 Financial Security. Intelsat may require Customer to provide it with a security deposit (a "**Deposit**") for any Service as a pre-condition to Intelsat's execution of a Service Order and/or provision of Service. In addition, Intelsat may, at any time during a Service Term, require Customer to provide or increase a Deposit, or provide other reasonable financial security in a form acceptable to Intelsat, as security for payment of Charges and/or other liabilities. Intelsat shall exercise this right in good faith. In any such case, Customer shall remain responsible for the timely payment of all Charges. Intelsat shall be entitled to call upon any Deposit or other security for any late payment (not the subject of a bona fide dispute under Section 4.5 above) and/or other liabilities that Customer may incur, and Customer shall be obliged to replenish the Deposit or other security upon request. Failure to do so shall be a material breach of the Agreement. Intelsat may apply the Deposit or other security to the payments due at the end of the Service Term, and shall return any remaining Deposit or security to Customer after the termination of the relevant Service Order once all liabilities have been settled.

4.7 Taxes. With the exception of U.S. income taxes on Intelsat or any of its Affiliates, Customer shall pay and indemnify Intelsat for any and all taxes, imposts, charges, levies, duties, usage or other fees (including, without limitation, value added taxes, universal service fund contribution charges, stamp taxes, and other similar taxes and charges, if any) which may be asserted against Intelsat or any of its Affiliates or Customer or any of its Affiliates by any governmental entity with respect to or arising out of a Service (including any interest, penalties and additions with respect thereto) (collectively, "**Taxes**"). If any Taxes are so asserted, Customer agrees to pay Intelsat the amount, if any, which ensures that Intelsat receives the same amount, after reduction for, or payment of, such Taxes, as it would have received had such Taxes not been asserted. If any Taxes are asserted with respect to the Satellite itself, the point in space that it occupies or the frequencies employed, and such Taxes are not specifically attributable to the Service, then Customer shall be responsible for only its pro rata allocation of such Taxes as determined by Intelsat.

5. SERVICE OUTAGE

5.1 Confirmed Outage. A “**Confirmed Outage**” shall have occurred when the Service fails to meet the Service Specifications for a period of time specified in the Service Order, and such failure is confirmed by Intelsat. If a Confirmed Outage has occurred, it shall be deemed to commence when Customer notifies Intelsat of the occurrence of the Confirmed Outage (subject to Intelsat’s confirmation), and to end when Intelsat notifies Customer or Customer has actual knowledge that the Service has been restored. Any period during which Customer uses the applicable Service shall not count towards the duration of the Confirmed Outage.

5.2 Exceptions. Notwithstanding Section 5.1 above, a Confirmed Outage shall not be deemed to have occurred when a failure of the Service to meet the Service Specifications is due to any of the following: (i) the failure or nonperformance of any Customer-Provided Facilities or other customer equipment, including but not limited to, hardware or software failures in Customer-Provided Facilities or customer equipment, or congestion in Customer’s network or one of its components; (ii) the fault, negligent act, or failure to act of Customer, its employees or agents; (iii) preventative maintenance and/or Service expansion (when done on at least 48 hours notice to Customer and as mutually scheduled by the Parties) as may be necessary to maintain the Service in satisfactory operating condition, to provide additional system capacity, or to protect the overall performance of the Service or the Intelsat-Provided Facilities; (iv) a Force Majeure Event as defined in Section 10.1 below that is attributable to sun outages or meteorological or astronomical disturbances; (v) termination of this MSA or the Service Order in accordance with the termination provisions in Article 7 below; (vi) suspension of Service under Article 8 below; and/or (vii) the unavailability of Service to Customer, pursuant to FCC rules and regulations published at 47 C.F.R. 64.401, during emergency conditions such as major natural or man-made disasters and emergencies involving United States national defense and security.

5.3 Outage Credits. If a Confirmed Outage occurs, Intelsat shall give Customer a credit (an “**Outage Credit**”) against future Charges for that Service. Unless other specified in a Service Order, Outage Credits shall equal pro rata Service Fees due for that period of time during which a Confirmed Outage of the Service, or any portion thereof, has occurred.

5.4 Restoration of Service. In cases of Confirmed Outage, Intelsat shall use reasonable efforts to restore affected Service(s) pursuant to the terms and conditions of the relevant Service Order. Customer shall use reasonable efforts to cooperate and aid Intelsat in restoring Service(s).

6. INTERRUPTION OF SERVICE

6.1 Interruption Rights. Customer recognizes that it may be necessary, if the Satellite or any component thereof loses power, or in other unusual or abnormal technical situations, or other unforeseen conditions, for Intelsat to deliberately interrupt Customer’s use of the Service. Intelsat shall make decisions to interrupt Services for such purposes in good faith. To the extent technically feasible, Intelsat shall give Customer at least 24 hours notice of such interruption and shall use all reasonable efforts to schedule and conduct its activities during periods of such interruption so as to minimize the disruption to users of the Satellite. Customer acknowledges, however, that Intelsat may interrupt Service without notice in any situation that in the opinion of Intelsat has caused or is likely to cause harm to any satellite or related infrastructure of Intelsat or a third party or interference with any satellite or related infrastructure of Intelsat or a third party. Customer shall immediately cease transmissions to the affected Satellite when required to do so by Intelsat under this Section.

6.2 Testing in the Event of a Service Failure. If the Service is not meeting the Service Specifications, but Customer continues to use the applicable Service, as degraded, Intelsat may interrupt Customer's use as necessary to perform testing or take any other action that may be appropriate to attempt to restore the Service to the Service Specifications. In such event, Intelsat shall coordinate activities with Customer and shall use reasonable efforts to minimize the disruption.

6.3 Occasional Use Services. Unless otherwise specified in the Service Order for an Occasional Use Service, any and all Occasional Use Services are made available on a preemptible basis and may be deliberately preempted or interrupted by Intelsat for restoration purposes or in order for Intelsat to satisfy obligations to third parties. Intelsat shall make such decisions in its sole discretion.

6.4 Customer's Rights. To the extent that any period of interruption results in a loss to Customer of the use of the Service sufficient to constitute a Confirmed Outage under Sections 5.1 and 5.2 above, and/or a Confirmed Failure under Section 7.2 below, the Customer shall have all of the rights and remedies regarding Outage Credits in accordance with Section 5.3 above and/or termination in accordance with Section 7.2 below, as applicable.

7. TERMINATION

7.1 Termination for Cause. Intelsat may terminate this MSA, or terminate any Service Order(s) under this MSA, immediately upon notice to Customer if Customer: (i) fails to make payment of any amount due to Intelsat, and such amount remains unpaid within [***] days after receiving from Intelsat a notice of such nonpayment, or (ii) fails to cease activity in violation of Sections 3.1, 3.2 and/or 3.3 above immediately upon receiving telephone, facsimile and/or e-mail notice from Intelsat, or (iii) breaches any warranty or is otherwise in material breach of any other provisions of the Agreement and does not cure such breach within thirty (30) days after receiving from Intelsat a notice of such breach, or (iv) files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking any reorganization, composition, liquidation or similar relief for itself under any applicable statute, law or regulation or makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due. In the event that Intelsat terminates a Service Order for any of the reasons set forth in this Section 7.1, in addition to all of Intelsat's other remedies at law or in equity, Intelsat may declare due and payable a "**Termination Fee**" equal to the total remaining Service Fees for what had been the scheduled Service Term. For cases where the Charges are recurring but non-fixed, the computation of the Termination Fee shall be based on average and/or expected average Charges as specified in the relevant Service Order. Intelsat may apply the Deposit or other security, if any, against the Termination Fee. In such circumstances, Intelsat shall be entitled to use the Service for whatever purpose Intelsat deems fit and Customer shall not be entitled to any equitable relief with respect to such use or any refund of amounts paid to Intelsat, Customer acknowledges that Intelsat's rights set forth in this Section: (i) are reasonable under all of the circumstances existing as of this date; (ii) constitute liquidated damages for the loss of a bargain; and (iii) do not constitute a penalty.

7.2 Confirmed Failure. A "**Confirmed Failure**" shall have occurred if the Service fails to meet the Service Specifications for a period or periods of time specified in the Service Order, and such failure is confirmed by Intelsat. Either Party may terminate the affected Service Order, on notice to the other, if a Confirmed Failure occurs and Intelsat does not restore the Service within (i) fifteen (15) days if such Confirmed Failure is not due to a Force Majeure Event; or (ii) ninety (90) days if such Confirmed Failure is due to a Force Majeure Event; or (iii) within any such shorter period as it may become clearly ascertainable by Intelsat that restoration within the time frame permitted in (i) or (ii) above, as applicable, is not possible.

7.3 Satellite Out of Service. If Intelsat, in its sole discretion, decides to take a Satellite out of commercial service at its orbital location before the end of a Service Term, Intelsat shall give Customer reasonable notice under the circumstances of such determination and the date the applicable Satellite will be taken out of service or redeployed at another orbital location. In such event, the affected Service Order shall automatically terminate on the date that the Satellite is taken out of commercial service or redeployed, unless Intelsat, at its option, continues to provide Service meeting the Service Specifications to Customer on an alternative or replacement satellite.

7.4 Change of Control. Intelsat may terminate this MSA or any and all Service Orders if a change in the ownership or corporate holding of Customer results in Intelsat being in violation of any US or foreign law, regulation or order of a competent authority.

7.5 Effect of Termination. Upon termination of this MSA or a Service Order for any reason, Customer shall immediately cease transmissions to the Satellite (if applicable) upon notice of termination by Intelsat in accordance herewith. The termination of this MSA or a Service Order for any reason shall extinguish all of Intelsat's obligations to provide, and Customer's obligations to accept, the affected Service(s), but shall not relieve either Party of any obligation that may have arisen prior to such termination, including, without limitation, under any other Service Order, or under Section 7.1, nor shall termination of this MSA and/or any Service Order affect the Parties' obligations under Article 9, Article 12, and Section 14.2, which shall survive the termination of any Service Order and/or the Agreement as a whole. Upon termination of a Service Order in accordance with Sections 7.2, 7.3 or 7.4, Intelsat shall promptly refund to Customer any portion of the Charges previously paid and applicable to any period after the date of such termination (including any Deposit or other security, where applicable) plus any unapplied Outage Credits to which Customer was entitled prior to such termination, less any fees outstanding with Intelsat or any of its Affiliates under any Service Order.

8. SUSPENSION OF SERVICE

8.1 Suspension for Cause. Intelsat may suspend a Service in any circumstance in which Intelsat would have the right to terminate the related Service Order or this MSA for cause under Section 7.1 above, provided that any notice that would be required for termination for cause is also given for such suspension. In no event shall Intelsat's election to suspend a Service be construed as a waiver of Intelsat's right to terminate the Service Order or this MSA.

8.2 Government or Third Party Action. Intelsat may also suspend a Service if, in any circumstance that arises out of Customer's use of the Service, Intelsat or any of its Affiliates is: (i) indicted, (ii) is otherwise charged as a criminal defendant, (iii) becomes the subject of a criminal proceeding, or (iv) becomes the subject of any other governmental action or threat of action by any governmental entity or representative thereof that potentially could result in the revocation, suspension, or loss of any license, ability or right to provide capacity or service to any customer, or loss of any customer's right or ability to use the capacity or service provided to it. Intelsat may also suspend a Service if Customer's signal is being blocked or jammed by a third party (governmental or otherwise) and such jamming is interfering with the use or threatens the health of the Satellite.

8.3 Effect of Suspension. Customer shall immediately cease transmissions to the Satellite (if applicable) upon notice of suspension by Intelsat in accordance with this Article 8. Intelsat may continue to suspend the Service until any breach of the related Service Order by Customer is

cured and, in the case of any suspension of Service pursuant to Section 8.2 above, until any action or threat of action is resolved in Intelsat's favor or removed and, in each case, until assurances are given to Intelsat's reasonable satisfaction that the matter(s) giving rise to a suspension of Service will not reoccur. Intelsat's suspension of a Service in accordance with this Article 8 shall not result in any Outage Credit to Customer, and all Charges for the Service shall continue to be due and payable.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Limitation of Liability. ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY INTELSTAT. IT IS EXPRESSLY AGREED THAT INTELSTAT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE AGREEMENT UNDER ANY THEORY OF LAW OR EQUITY ARE LIMITED TO THOSE SET FORTH IN SECTION 5.3 AND SECTION 7.5, WHERE APPLICABLE, AND ALL OTHER REMEDIES ARE EXPRESSLY EXCLUDED. In no event shall Intelsat or any of its Affiliates be liable for any indirect, special, punitive, incidental or consequential damages whatsoever, including loss of revenue or profits, regardless of the foreseeability of such damages, arising out of or under the Agreement, whether under contract, warranty, tort or otherwise. In no event shall Intelsat or any of its Affiliates be liable for damages associated with service or equipment it does not furnish. Without limiting the generality of the foregoing, Customer acknowledges and agrees that it shall have no right of recovery for the satisfaction of any cause whatsoever, arising out of or related to the Agreement or any Service Order against (i) any Intelsat Affiliate, (ii) any supplier of services or equipment to Intelsat necessary for the provision of the Service to Customer in any circumstances in which Intelsat would be obligated to indemnify the supplier, or (iii) any officer, director, employee, agent, partner or shareholder of any such supplier. Customer shall require all of its Users to abide by terms and conditions similar to those in this MSA, including disclaimers of liability in favor of Intelsat and its Affiliates and suppliers substantially similar to (but in no case less broad than) those set forth in this Section.

9.2 Indemnification. Customer shall indemnify and hold harmless Intelsat and its Affiliates from and against any direct or indirect claims, liabilities, losses, costs or damages, including reasonable attorneys' fees and costs, arising out of or relating to the provision of any Service from, or Customer's or any User(s)' use of, the Intelsat-Provided Facilities, including, but not limited to, those arising out of (i) the fault or negligence or breach of the Agreement by Customer; or (ii) Customer's alleged breach of any laws, rules and regulations applicable to it; or (iii) any transmission by Customer or any User(s), regardless of cause by Customer or User(s), that is actually, or alleged to be, libelous, slanderous, obscene, indecent, a breach of privacy or security of transmissions, an infringement of data protection laws, an infringement of patent, copyright or any other intellectual property right, or otherwise illegal, or any other claim relating to the information or content of any material displayed or transmitted; or (iv) any warranty, representation or statement Customer may make to a third party in connection with the Service; or (v) any claims brought by any User(s) or any other third part(ies) in connection with any Service, including any disputes between or among Customer, User(s), other transmission recipients and/or transmission content suppliers.

10. FORCE MAJEURE

10.1 Force Majeure Event. Any failure or delay in performance by Intelsat under the Agreement shall not be a breach if such failure or delay is due to any unforeseeable act, event or cause beyond its reasonable control ("**Force Majeure Event**"). Force Majeure Events shall include but not be limited to: acts of God, earthquake, hurricane, snowstorm, fire, flood, war

(whether declared or undeclared), terrorism, riot, insurrection, civil, commotion, national emergency, power shortage, strike, labor dispute, epidemic, quarantine, contamination, embargo, receive earth station sun outage, meteorological or astronomical disturbances, external transmission interference, satellite failure, satellite launch failure or delay, or satellite malfunction (if such interference, failure, delay or malfunction is not attributable to a negligent act or omission of Intelsat), action or inaction of any government or competent authority, including refusal to grant or denial or delay in the grant of a license material for performance hereunder (if such refusal, denial or delay is not attributable to a negligent act or omission of Intelsat), act or omission of Customer or fault or nonperformance of Customer-Provided Facilities or other customer equipment, or act or omission of third parties.

10.2 Customer Obligations. The existence of a Force Majeure Event shall not affect Customer's obligations under Section 3.3 above (*i.e.*, if a Force Majeure Event prevents compliant transmission, no transmission shall be made).

11. REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties by Both Parties. Subject to the provision in Section 11.2 below, each Party represents and warrants to the other Party that as of the Effective Date of this MSA, or, with respect to any Service Order, as of the execution by that Party of such Service Order, (i) it has the right, power and authority to enter into and fully perform its obligations hereunder or thereunder, (ii) the execution, delivery and performance of the MSA or Service Order has been duly authorized by all necessary partnership or corporate action, as applicable; (iii) the MSA or Service Order constitutes legal, valid and binding obligations on that Party; (iv) the fulfillment of its obligations and conduct hereunder or thereunder will not constitute a material violation of any existing applicable law, rule, regulation or order of any governmental authority, or contract to which it is subject; (v) all public or private consents, permissions, agreements, licenses or authorizations necessary for the performance of its obligations hereunder or thereunder to which it is subject have been obtained, or it will use all reasonable efforts to obtain the same in a timely manner; (vi) it does not know of any broker, finder, or intermediary involved in connection with the negotiations and discussions incident to the execution of the MBA or Service Order or of any broker, finder or intermediary who might be entitled to a fee or commission upon the consummation of the transactions contemplated herein or therein.

11.2 Intelsat's Governmental Authorizations. Certain applications may be pending or subsequently filed by Intelsat with the FCC or other applicable governmental or quasi-governmental entity related to any Service to be provided hereunder. In such cases, Intelsat's representations and warranties in Section 11.1 above apply as of the Service Start Date specified in the relevant Service Order.

12. CONFIDENTIALITY

12.1 Confidential Information. Intelsat and Customer have executed a Mutual nondisclosure Agreement dated October 9, 2007 (the "**NDA**"). The NDA is incorporated herein and will continue to govern Confidential Information exchanged during the term of this MBA. If there is any conflict between the provisions of the NDA and this MBA, the NDA will govern. Those provisions of the NDA that are stated to survive termination, will survive termination of this agreement.

12.2 Confidentiality of Agreement. The terms of this MSA and any Service Order (including, but not limited to, the Service Fee and Service Specifications) are designated confidential by Intelsat.

12.3 Survival. The obligations contained in this Article 12 shall survive the termination or expiration of the MSA for a period of 5 years.

13. NOTICES

13.1 General Notices. All notices and other communications from either Party to the other related to this MSA and any and all Service Orders, except as expressly provided in 13.2 below, shall be in writing and in English and shall be deemed received upon actual delivery or completed facsimile to the other Party at the address and/or facsimile number set forth below and, for notices related to a Service Order, at any additional address and/or facsimile number set forth in the Service Order for such notices. Each Party shall advise the other promptly in writing of any change in the address, designated representative or telephone or facsimile number.

If to Intelsat:

Intelsat Corporation
3400 International Drive, N.W.
Washington, D.C. 20008
Tel: (202) 944-7299
Fax: (202) 944-8120
Attn: Senior Contracts Manager, Legal

If to Customer:

Aircell LLC
1250 North Arlington Heights Rd. Suite 500
Itasca, Illinois 60143
Tel: (630) 647-1400
Attn: General Counsel
with a copy to:
1172 Century Dr. Suite 280
Louisville, Colorado 80027
Attn: VP - Avionics Engineering

13.2 Telephone Notices. For the purpose of receiving notices from Intelsat regarding outage, interruption, suspension, interference or any other technical problems related to a Service, including with respect to Service failure and restoration, Customer will provide a point of contact, accessible by telephone that is continuously staffed at all times, that is in charge of controlling the real time operation of the network and can promptly shut down transmissions at all earth stations transmitting signals to the Satellite upon notice under Sections 3, 6.1, and 8. For those Services which are provided to aircraft only, Customer will use its best efforts to shut down transmissions from the aircraft promptly upon notice from Intelsat. THOSE PERSONS STAFFING THE EARTH STATION FOR THE PURPOSES OF RECEIVING SUCH MESSAGES FROM INTELSAT MUST SPEAK ENGLISH AND HAVE THE TECHNICAL CAPABILITY AND ABSOLUTE AUTHORITY TO IMMEDIATELY TERMINATE OR MODIFY THE TRANSMISSION IF NOTIFIED BY INTELSAT. Intelsat shall also maintain a telephone that is continuously staffed for the purposes of receiving notices regarding the matters identified above. All such notices shall be made in English and shall be effective upon the placement of a telephone call from one Party to the other at the telephone number set forth in the Service Order. Each Party shall promptly confirm all telephone notices that may be given under this Section in writing at the address and/or facsimile number set forth in the Service Order.

14. JURISDICTION

14.1 Applicable Law. The Agreement shall be governed and interpreted in all respects by the laws of the State of New York, without regard to any conflict of laws provisions, and, where applicable, shall be subject to compliance with the laws, rules and regulations of the United States of America, including, without limitation, those addressing communications, exports and re-exports, U.S. sanctions and bribery-related conduct.

14.2 U.S. Export Control Law. The Parties acknowledge and agree that the service(s), information and/or commodities that may be provided, or arise, under the Agreement shall be subject to, and governed by, U.S. export and re-export control laws, which the Parties agree to comply with in all respects. It is further acknowledged and agreed by the Parties that the provision by Intelsat of such service(s), information, and/or commodities to foreign persons may be prohibited, limited, or delayed due to compliance with these laws. These service(s), information and/or commodities may not be transferred, disclosed, or otherwise re-exported to foreign persons (including U.S.-based foreign national employees) except as in accordance with these laws. This Section 14.2 shall survive the termination of the Agreement for any reason.

14.3 Venue. Both Parties irrevocably agree that the United States District Court for the State of New York shall be the venue for adjudicating any dispute arising hereunder, save that Intelsat shall also have the right to take proceedings against Customer in the national courts of the jurisdiction of Customer's incorporation. Customer agrees that service of process of any action or proceeding shall be deemed sufficient if mailed first class, postage prepaid, to Customer at the address provided in accordance with Section 13.1 above.

14.4 Injunctive Relief. Nothing contained in this Article shall limit any rights either Party may have to seek immediate injunctive relief against the other Party, if necessary, in order to prevent the other from willfully or intentionally breaching its material obligations under the Agreement or to compel the other to perform its material obligations under the Agreement in the event of a willful or intentional failure to comply with the Agreement.

15. ASSIGNMENT AND INTERESTS

15.1 Customer Assignment. Unless otherwise permitted under Section 3.1 above, Customer may assign its rights under this MSA and/or any Service Order, only in whole (as to the Service Order assigned), and only after securing Intelsat's express prior written consent, which consent may be withheld or conditioned in Intelsat's sole discretion. Notwithstanding the foregoing, Customer shall have the right, without the consent of Intelsat, to assign its rights under this MSA and/or any Service Order only in whole, to Affiliates and successor entities if there is a change of control or corporate holding of Customer. As used in this Section, "assign" shall mean to grant, sell, resell, assign, encumber or otherwise convey, license, lease, sublease, or permit the utilization of, directly or indirectly, in whole or in part. Any purported assignment by Customer not in compliance with the provisions of this MSA shall be null and void and of no force and effect.

15.2 Intelsat Assignment. Intelsat may assign its rights and interests under this MSA, any Service Order, any Intelsat-Provided Facilities and any or all sums due or to become due under any Service Order to an assignee for any reason. Customer agrees that upon receipt of notice from Intelsat of such assignment, Customer shall perform all of its obligations directly for the benefit of the assignee and shall pay all sums due or to become due directly to the assignee, if so directed. Upon receipt of notice of such assignment, Customer agrees to execute and deliver to Intelsat such documentation as assignee may reasonably require from Intelsat. As used in this Section, "assign" shall mean to grant, sell, assign, encumber or otherwise convey, directly or indirectly, in whole or in part.

15.3 Successors. Subject to all provisions concerning assignments, above, this MSA and/or any Service Order shall be binding on and shall inure to the benefit of any successors and assigns of the Parties; provided, that no assignment of this MSA and/or any Service Order, shall relieve either Party of its obligations to the other Party.

15.4 No Property Interest Created. The Agreement is a service contract and does not grant, and Customer shall not assert, any property interest in or to, or lien upon, the property or assets of Intelsat, including but not limited to, the Satellite and/or any component(s) thereof and/or any Intelsat-Provided Facilities (collectively, the “**Intelsat Assets**”). Without prejudice to and/or waiver of the protection of Intelsat provided for in the preceding sentence, Customer hereby grants to Intelsat, as security for the obligations of Customer under the Agreement, a first priority security interest in any property right, title or interest of any kind which Customer may be deemed to have in and/or to all or any part of the Intelsat Assets and/or any and all proceeds thereof.

15.5 Subordination. Customer acknowledges and agrees that Intelsat may grant security interests in the Satellite and/or any portion thereof. In such event, the Agreement and all rights granted to Customer may be subject and subordinate to such security interest, according to terms specified in, or added to, the affected Service Order. Subordination terms added to a Service Order after the execution of the relevant Service Order shall not constitute an amendment to the Service Order so long as the subordination terms ensure that Customer shall continue to have the material benefits of the Agreement notwithstanding any default on behalf of Intelsat under the terms of the security agreement.

16. MISCELLANEOUS

16.1 Amendments. Neither this MSA nor any Service Order may be amended or modified in any way except by a prior written consent by an authorized representative of each Party.

16.2 Severability. Nothing contained in this MSA shall be construed so as to require the commission of any act contrary to the law. If any provision of this MSA or any Service Order is found to be invalid or unenforceable, it shall not affect the validity and enforceability of any other provision of the Agreement, and the invalid or unenforceable provision shall be curtailed or limited only to the extent necessary to permit compliance with the minimum legal requirements, in a manner as consistent as possible with the intentions of the Parties and the economic position contemplated in the Agreement.

16.3 Non-Waiver of Breach. No waiver by either Party of any default by the other Party shall affect or impair either Party's rights in respect of any subsequent default of any kind by the other Party. Acceptance by Intelsat of any payments by Customer shall not be deemed a waiver of any preceding breach by Customer of any of the terms or conditions of the Agreement. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of the Agreement, in which event the breaching Party shall comply as directed from such time forward. No waiver shall be effective unless made in writing by a Party's authorized representative.

16.4 No Third-Party Beneficiaries. Other than as specifically set forth in this MSA or any Service Order, the provisions of the Agreement are intended for the sole benefit of the Parties and no third party (including, without limitation, Users) may seek to enforce or benefit from the Agreement. Both Parties acknowledge and agree that the Operational Requirements are intended for the benefit of both Intelsat and all other customers using Intelsat-Provided Facilities and that such intended beneficiaries may separately, or in addition to the Parties hereto, seek to enforce such provisions against Customer.

16.5 Independent Contractors. The relationship created by the Agreement is that of independent contractors, and is in no way a partnership, principal-agent or other such relationship and Customer warrants it shall not hold itself out as entitled to bind Intelsat in any way whatsoever.

16.6 Headings. The headings in this MSA and any Service Order are for convenience only and shall not affect the interpretation of the Agreement.

16.7 Language. The language of this MSA, any Service Order, and all other communications between the Parties regarding the performance of the Agreement shall be English.

16.8 Time. Any period of time referred to in any Service Order shall be calculated in Greenwich Mean Time.

16.9 Documents. Subject to applicable legal compliance, each Party agrees to provide information and to execute, and if necessary, to file with the appropriate governmental entities and international organizations, such documents as the other Party shall reasonably request in order to carry out the purposes of this MSA and any Service Order, and/or for the purpose of creating, perfecting, protecting or maintaining the security interest conferred hereby to Intelsat or its first priority in accordance with Section 15.4 above.

16.10 Entire Agreement. This MSA constitutes, and any Service Order executed by both Parties shall constitute, the entire agreement of the Parties and shall supersede all prior correspondence, representations, proposals, negotiations, understandings, and agreements of the Parties, oral or written, with respect to the subject matter.

16.11 Counterparts. This MSA and any Service Order may be executed in several original and/or facsimile counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute by one and the same instrument.

Each of the parties below has duly executed and delivered this Master Service Agreement effective on the date first written above.

Aircell LLC

By: /s/ Robert W. Davis III
Name: Robert W. Davis III
Title: VP, Avionics Engineering
Date: 24 April 2008

Intelsat Corporation

By: /s/ Patricia Casey
Name: Patricia Casey
Title: Senior VP and Deputy General Counsel
Date: 25 April 2008

**AMENDMENT NO. 1 TO
MASTER SERVICES AGREEMENT
NUMBER 21078**

This Amendment (the "Amendment") is made as of the date of the last signature hereto (the "Effective Date") by and between Intelsat Corporation ("Intelsat"), a company incorporated under the laws of Delaware, with offices located at 3400 International Drive, Washington, DC 20008 and Gogo LLC ("Customer"), a company incorporated under the laws of Delaware, with offices located at 1250 N. Arlington Heights Road, Suite 500, Itasca, IL 60143 (each individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, Intelsat and Customer executed a Master Services Agreement dated April 25, 2008 (the "Agreement") for the provision of Intelsat services; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the Parties agree to amend the Terms and Conditions to the Agreement as described below:

1. Section 3.1, Customer's Use and Third Party Use. This Section shall be deleted and replaced with the following:

"Each Service is provided for Customer's own use or the use of an Affiliate of Customer. In no event shall Customer be permitted to resell a Service to any other person or entity unless Customer's provision of services to such person or entity includes substantially more communications facilities than the Service provide by Intelsat. For purposes of this Section, (a) "Affiliate" shall be deemed to include any entity in which there is at least fifty-one percent (51%) common equity ownership directly or indirectly by or with Customer; and (b) "resell" shall include any means allowing another person or entity to utilize the Service, in whole or in part, including through sale, resale, license, lease sublease, grant assignment, or any other means of direct or indirect conveyance. Without limiting the foregoing, Customer shall be responsible to Intelsat for any and all use of the Service or transmissions via the Service by any third party user throughout the chain of use (each a "User" and collectively the "Users") to the same extent as Customer would be for its own use or transmissions, and all references in the Agreement to Customer's responsibilities to Intelsat regarding Customer's use or transmissions shall be interpreted accordingly."

2. Except as modified herein, all provisions of the Agreement shall remain unaffected.

INTELSAT CORPORATION

By: /s/ Patricia Casey
Name: Patricia Casey
Title: Sr. VP & DGC
Date: 11/14/12

GOGO LLC

By: /s/ Saumil Mehta
Name: Saumil Mehta
Title: VP & Asst. General Counsel
Date: November 8, 2012

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

Intelsat Transponder Service Order
Service Order No. 25426

	<u>Intelsat Information:</u>	<u>Customer Information:</u>
Name:	Intelsat Corporation	Gogo LLC
Place/Type of Organization:	A Delaware corporation	
Address:	3400 International Drive, N.W.	1250 N. Arlington Heights Road, Suite 500
City/Country:	Washington, DC 20008	Itasca, IL 60143
Attention:	Assistant General Counsel, NA Sales	Saumil Mehta
Telephone:	(202) 944-7986	(630) 647-7207
Facsimile:	(202) 944-7529	
E-mail:	Na-contracts@intelsat.com	smehta@gogoair.com

1. By signing and returning this Service Order No. 25426 (“**Service Order**”) to Intelsat, Gogo, LLC (“**Customer**”) is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat Corporation (“**Intelsat**”). When executed by Intelsat, this Service Order shall become binding.
2. Provision of the Service is subject to Intelsat receiving from Customer any Deposit/Collateral specified below in a form acceptable to Intelsat at least 15 calendar days prior to the Service Start Date.
3. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced below which is incorporated herein by reference. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

Type of Service Order	<input checked="" type="checkbox"/> New Service	<input type="checkbox"/> Renewal	<input type="checkbox"/> Amendment
Master Service Agreement (“MSA”)	Type of MSA #21078	Date 25 August 2008	
Deposit	Account 123639		
Billing Method	[***]		
	Monthly in advance		

Service ID (SVO) No.: 511900

Orbital Location/Satellite	166° East IS-19
Bandwidth (MHz)	[***] MHz
Up/Downlink Beam	ANZKH/ANZKV
Initial Transponder Allocation	[***]
Preemptibility	<input type="checkbox"/> Preemptible <input checked="" type="checkbox"/> Non-Preemptible
Service Start Date (SSD)	15 May 2013
	(Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.)
Service End Date (SED)	14 Oct 2018

Orbital Location/Satellite	166° East IS-19
Bandwidth (MHz)	[***] MHz
Up/Downlink Beam	NEPKH/NEPKV
Initial Transponder Allocation	[***]
Preemptibility	<input type="checkbox"/> Preemptible <input checked="" type="checkbox"/> Non-Preemptible
Service Start Date (SSD)	15 May 2013 (Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.)
Service End Date (SED)	14 Oct 2018

Service ID (SVO) No.: 511903

Orbital Location/Satellite 166° East IS-19
Bandwidth (MHz) [***] MHz
Up/Downlink Beam NWKPV/NWKPH
Initial Transponder Allocation [***]
Preemptibility Preemptible Non-Preemptible
Service Start Date (SSD) 15 May 2013
Service End Date (SED) 14 Oct 2018
(Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.)

Service ID (SVO) No.: 511906

Orbital Location/Satellite 166° East IS-19
Bandwidth (MHz) [***]MHz
Up/Downlink Beam SWPKH/SWPKV
Initial Transponder Allocation [***]
Preemptibility Preemptible Non-Preemptible
Service Start Date (SSD) 15 Feb 2013
Service End Date (SED) 14 July 2018
(Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.)

Service ID (SVO) No.: 511907

Orbital Location/Satellite 304.5° East IS-27
Bandwidth (MHz) [***] MHz
Up/Downlink Beam NATKH/NATKV
Initial Transponder Allocation [***]
Preemptibility Preemptible Non-Preemptible
Service Start Date (SSD) The later of: (i) the date upon which Intelsat certifies to Customer that the IS-27 satellite has been placed into operation at its Orbital Location, as defined above, or (ii) 15 May 2013
Service End Date (SED) 14 Oct 2018
(Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.)

Bandwidth & Payment Schedule

<u>SVO No.</u>	<u>Term</u>	<u>Service Fee (US\$)</u>
511903	[***]	[***] per SVO per month
511901	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
511907	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
511900	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
511906	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month

4. The following Appendices attached hereto, all of which are incorporated herein by reference, shall collectively comprise this Transponder Service Order:

Technical Requirements

- Appendix A: Reserved/Not Applicable
- Appendix B: Technical Appendix for Transponder Segment Services (attached hereto)
- Appendix C: Operational Requirements for Intelsat Satellites. (attached hereto)

5. Each of the parties has duly executed and delivered this Service Order as of the latest date set forth below (the "Execution Date").

INTELSAT CORPORATION

GOGO, LLC

By: /s/ Patricia Casey

By: /s/ Anand Chari

Name: Patricia Casey

Name: Anand Chari

Title: Senior VP and Deputy General Counsel

Title: CTO

Date: August 21, 2012

Date: 8/17/12

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ADDITIONAL TERMS AND CONDITIONS FOR TRANSPONDER SERVICES

1. THE SERVICE

Transponder Service is the supply of satellite capacity managed by Customer. Any renewal or extension of the Service will be the subject of a separate agreement.

1.1 **Non-Preemptible Service:** A Service that cannot be interrupted, suspended, or terminated to restore other Services.

1.2 **Preemptible Service:** A Service that may be interrupted, suspended, or terminated at any time. Customer must vacate the capacity immediately upon notification by Intelsat.

2. PREEMPTION

2.1 **Notification of Preemption:** Customer will specify in writing, prior to the Service Start Date, a telephone number at which English-speaking personnel may be reached by Intelsat on a 24 x 7 basis.

2.2 **Failure to Vacate:** If Customer continues to use a Service after its Service End Date, Intelsat may terminate the Service or continue to provide it on a preemptible basis for a price determined by Intelsat until terminated upon notice to Customer. Customer's payment of this fee does not authorize Customer to continue to use the Service.

3. SERVICE RESTORATION

3.1 **Service Restoration:** In the event any Service hereunder fails, Intelsat shall attempt to restore Customer's Service with Service on the Satellite or another Intelsat satellite with substantially similar coverage and performance. Such capacity will then become the Service. If Intelsat does not restore a failed Service hereunder, this Service Order will terminate without further liability as of the time of failure and any amounts prepaid by Customer for Services following the effective date of termination shall be returned to Customer.

3.2 **Service Distribution and/or Wholesale Customer Agreement Customers:** Annex F is deleted in its entirety and replaced with the following: In cases of satellite failure or malfunction, Intelsat will use reasonable efforts to restore affected Services in accordance with the relevant Service Order/Contract.

4. SERVICE INTERRUPTION CREDITS/OUTAGE CREDITS AND CONFIRMED FAILURE

4.1 A "Service Interruption" or "Confirmed Outage" occurs when Service materially fails to comply with the performance parameters in the relevant Technical Appendix, and such noncompliance is confirmed by Intelsat. A Confirmed Outage will be deemed to commence when Customer notifies Intelsat, and to end when Intelsat notifies Customer or Customer has actual knowledge that Service has been restored. Any period during which Customer uses the applicable Service will not count towards the duration of the Service Interruption or Confirmed Outage.

4.2 "Interruption Credit" or "Outage Credit" is a credit against future charges for the Service. Credits will be given for Service Interruptions or Confirmed Outages of one (1) hour or more, and will be calculated as a proportion of the monthly service charge, based on the number of hours in the month in which the Service Interruption or Confirmed Outage occurred.

4.3 **Confirmed Failure:** Subject to the provisions set forth in Sections 7.2 and 7.5 of the Master Service Agreement, if the Service fails to meet the performance specifications of the Technical Appendix for: (a) a cumulative period of 10 hours during any consecutive 30-day period, or (b) any period of time following a catastrophic event under circumstances that make it clearly ascertainable that a failure described in clause (a) will occur, the Service shall, subject to Intelsat's confirmation, have suffered a "Confirmed Failure." All determinations as to Confirmed Failures should be made on an individual transponder segment by transponder segment basis. In the event of a Confirmed Failure, Intelsat may, subject to availability, employ certain redundant equipment units on the Satellite or provide Service to Customer using another transponder which provides substantially similar coverage and performance or provide Service on another Intelsat satellite with substantially similar coverage and performance.

5. MISCELLANEOUS

5.1 **Billing Policy:** Intelsat will commence billing on the Service Start Date, whether services commence or not, unless the delay is solely and directly caused by Intelsat. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA. Intelsat shall return any remaining Deposit/Collateral to Customer when all Services under the MSA end and all liabilities are settled.

5.2 **Replacement Satellite:** During the term of this Service Order, Intelsat may replace the Satellite with another satellite that provides substantially similar coverage and performance ("Replacement Satellite"). Provided there is available substantially similar coverage and performance on the Replacement Satellite, Intelsat may provide such capacity to Customer, in which case it will provide replacement Technical Appendices to the Customer, and this Service Order will continue with such Replacement Satellite Service for the remainder of its term. Intelsat will use all reasonable efforts to minimize any disruption of operations while the Service is being transferred. In the event Intelsat either (a) takes the Satellite out of commercial service at its orbital location and does not replace the Satellite; or (b) replaces the Satellite with a Replacement Satellite but does not provide Replacement Satellite Service, this Service Order will automatically terminate on the date that the Satellite is taken out of commercial operation or redeployed.

5.3 **Transmission Plan:** Transmission plans must be submitted to Intelsat for approval at least 10 business days before the Service Start Date. Customer will be permitted, subject to Intelsat's approval, to modify the transmission plan from time to time. Intelsat reserves the right to charge Customer a reasonable fee for transmission plan modifications. All proposed modifications must be submitted at least 10 business days prior to their intended activation. Intelsat's approval of the transmission plan is not authorization for Customer to access the Intelsat space segment; a separate message from Intelsat will provide information to Customer for coordinating the activation of carriers. This Service Order is entered into with the understanding that this Service will not create harmful technical interference to other services. Should such interference occur, Customer assumes all liability. In addition, Intelsat reserves the right to ensure that no technical impairments are caused to other services, including, if necessary, terminating the Service.

5.4 **Earth Station Approval:** All Customer earth stations must be registered with Intelsat prior to the service start date. All antennas must be authorized in the host country by all relevant regulatory and licensing authorities. Registration is available via <https://my.intelsat.com>.

6. [***]

6.1 [***]

6.2 [***]

APPENDIX B

TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-19
Orbital Location:	166° East Longitude
Uplink Beam/Band:	SWPKH / Ku-Band
Downlink Beam/Band:	SWPKV / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

The satellite parameters indicated in this Technical Appendix are preliminary in nature, and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of Satellite In Orbit Testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-19 SWPKH Uplink beam - SWPKV Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

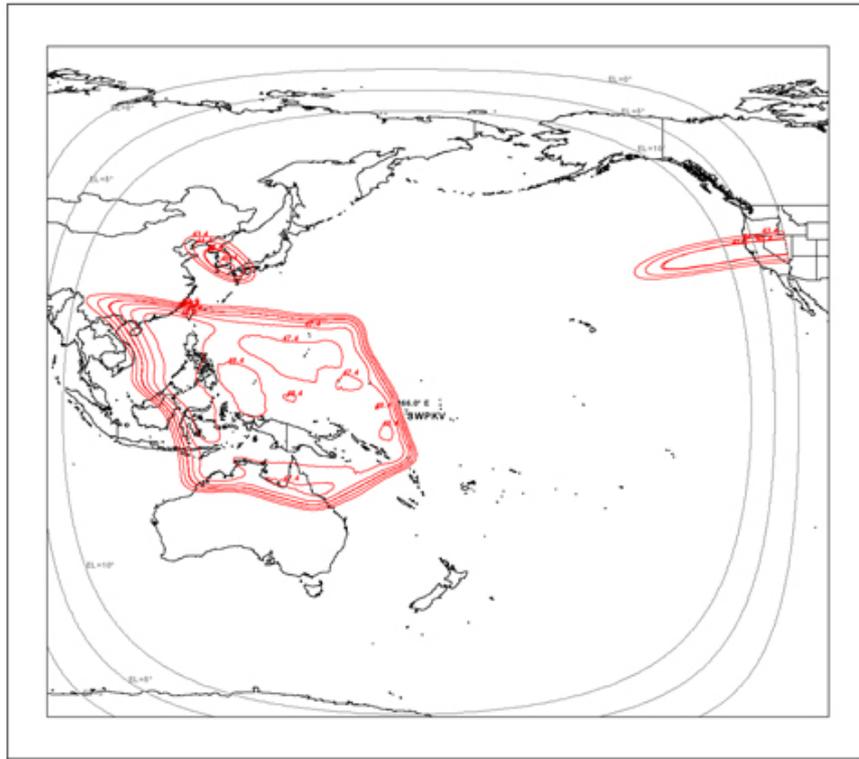
2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 45.5 dBW ±1.0 dB, minimum beam reference G/T for the transponder is -1.0 dB/K ±1.5 dB. The SFD setting and other performance characteristics have not been finalized yet and therefore are not available at this time.

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

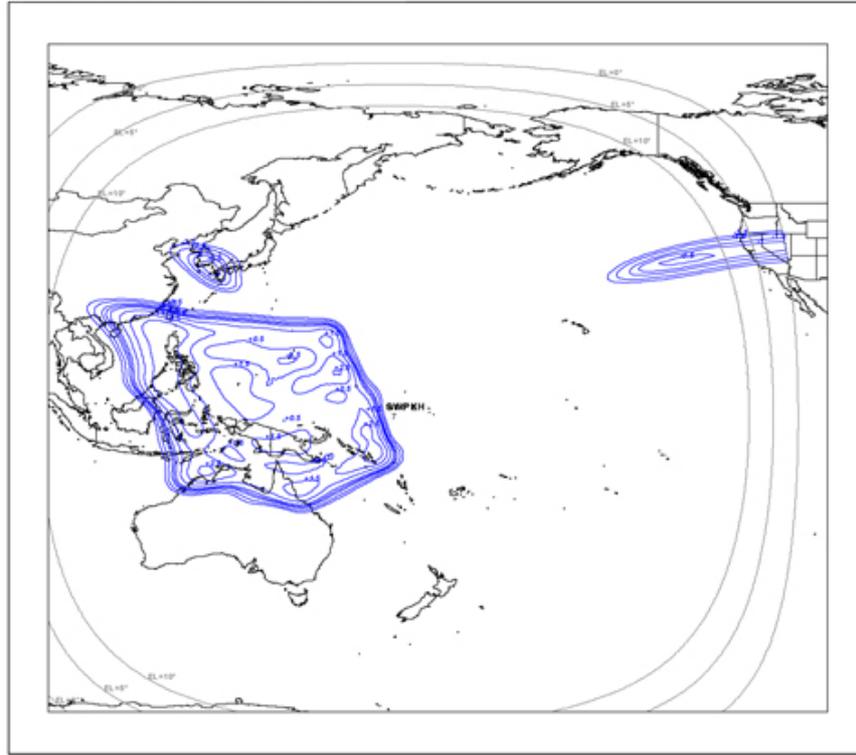
3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 37 steps in 1 dB increments per step.



(EIRP Contours: 49.4, 48.4, 47.4, 46.4, 45.5, 45.4, 44.4 dBW) ± 1.0 dB

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Figure B-2. IS-19 Ku-Band SWPKH Uplink Beam with ± 1.5 dB for each beam contour



(G/T Contours: +3.5, 2.5, 1.5, 0.5, -0.5, -1.0, -1.5, -2.5 dB/K) ± 1.5 dB

3.1.2 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

Mode	Output	Input (see Note below)
Multi Carrier:	3.8 dB/composite	5.8 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	1.8 dB/composite	2.5 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.3 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.4 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

APPENDIX B
TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-19
Orbital Location:	166° East Longitude
Uplink Beam/Band:	ANZKH / Ku-Band
Downlink Beam/Band:	ANZKV / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

The satellite parameters indicated in this Technical Appendix are preliminary in nature, and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of Satellite In Orbit Testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-19 ANZKH Uplink beam - ANZKV Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

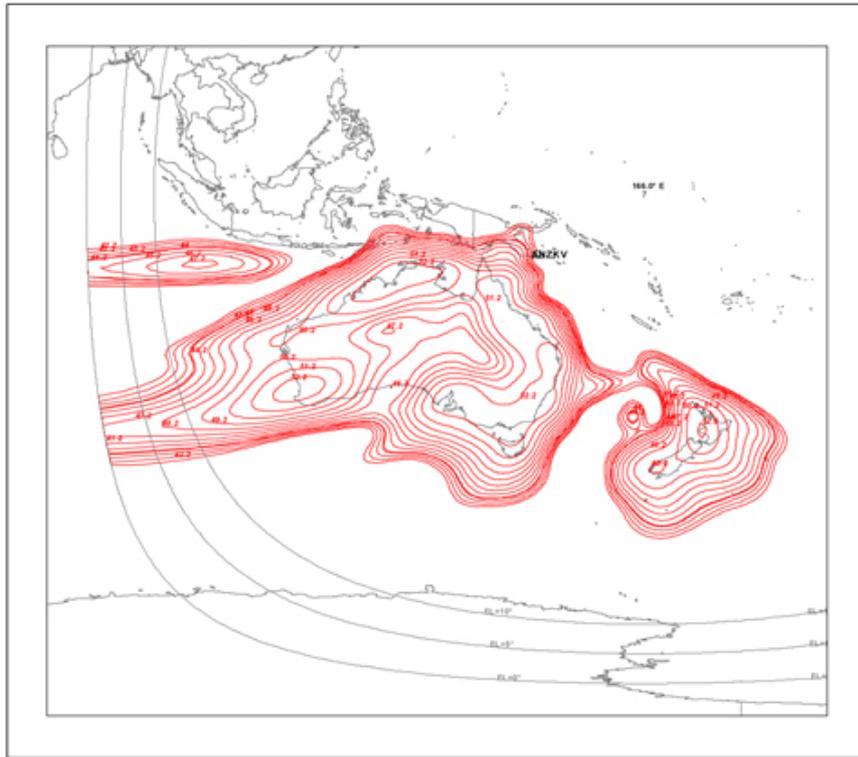
2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

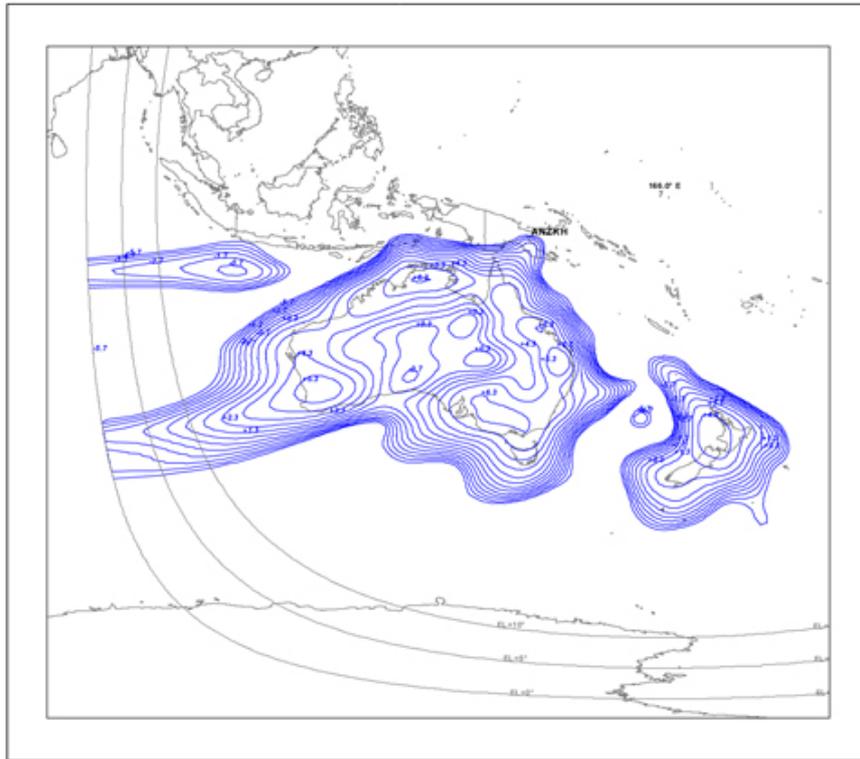
3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 44.0 dBW ±1.0 dB, minimum beam reference G/T for the transponder is -2.7 dB/K ±1.5 dB. The SFD setting and other performance characteristics have not been finalized yet and therefore are not available at this time.

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 37 steps in 1 dB increments per step.



(EIRP Contours: 53.2, 52.2, 51.2, 50.2, 49.2, 48.2, 47.2, 46.2, 45.2, 44.2, 44.0, 43.2 dBW) ± 1.0 dB



(G/T Contours: +7.3, 6.3, 5.3, 4.3, 3.3, 2.3, 1.3, 0.3, -0.7, -1.7, -2.7, -3.7, -4.7 dB/K) ±1.5 dB

3.1.2 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

<u>Mode</u>	<u>Output</u>	<u>Input</u> (see Note below)
Multi Carrier:	3.8 dB/composite	5.8 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	1.8 dB/composite	2.5 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.3 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.4 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

APPENDIX B

TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-19
Orbital Location:	166° East Longitude
Uplink Beam/Band:	NEPKV / Ku-Band
Downlink Beam/Band:	NEPKH / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

The satellite parameters indicated in this Technical Appendix are preliminary in nature, and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of Satellite In Orbit Testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-19 NEPKV Uplink beam - NEPKH Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

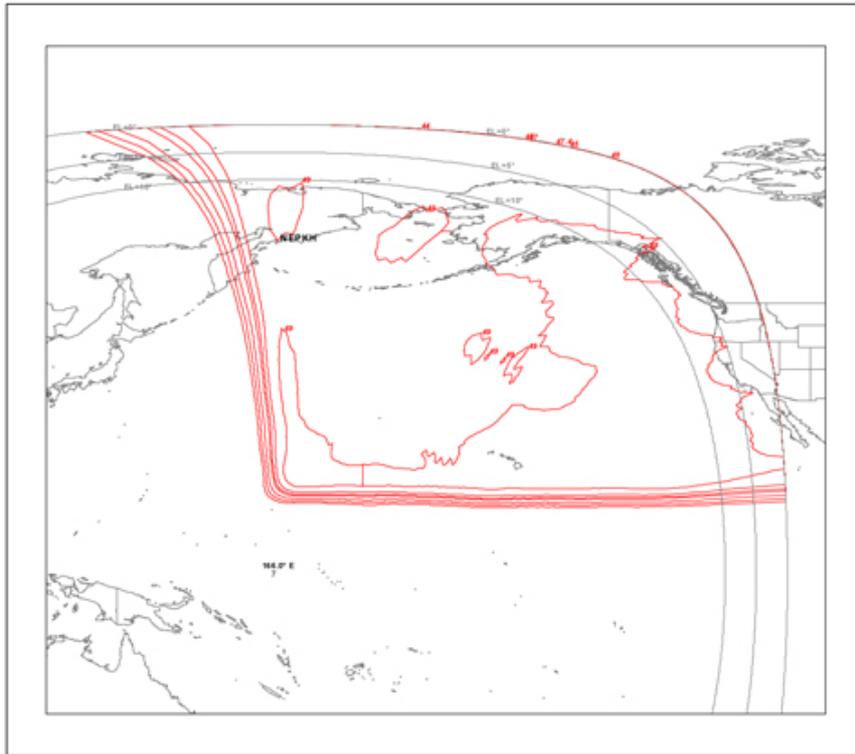
2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 47.4 dBW ±1.0 dB, minimum beam reference G/T for the transponder is 0.7 dB/K ±1.5 dB. The SFD setting and other performance characteristics have not been finalized yet and therefore are not available at this time.

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

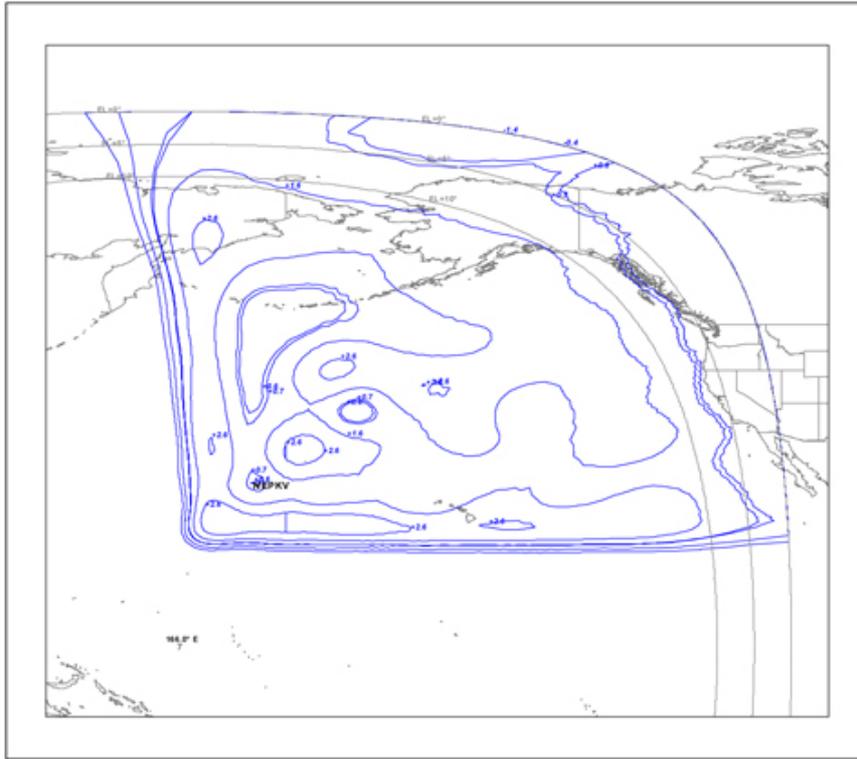
3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 37 steps in 1 dB increments per step.



(EIRP Contours: 50.0, 49.0, 48.0, 47.4, 47.0, 46.0 dBW) ± 1.0 dB

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Figure B-2. IS-19 Ku-Band NEPKV Uplink Beam with ± 1.5 dB for each beam contour



(G/T Contours: +3.6, 2.6, 1.6, 0.7, 0.6, -0.4 dB/K) ± 1.5 dB

3.1.2 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

<u>Mode</u>	<u>Output</u>	<u>Input</u> (see Note below)
Multi Carrier:	3.8 dB/composite	5.8 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	1.8 dB/composite	2.5 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.3 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.4 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

APPENDIX B
TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-27
Orbital Location:	304.5° East Longitude
Uplink Beam/Band:	NATKH / Ku-Band
Downlink Beam/Band:	NATKV / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

The satellite parameters indicated in this Technical Appendix are preliminary in nature, and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of Satellite In Orbit Testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-27 NATKH Uplink beam - NATKV Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

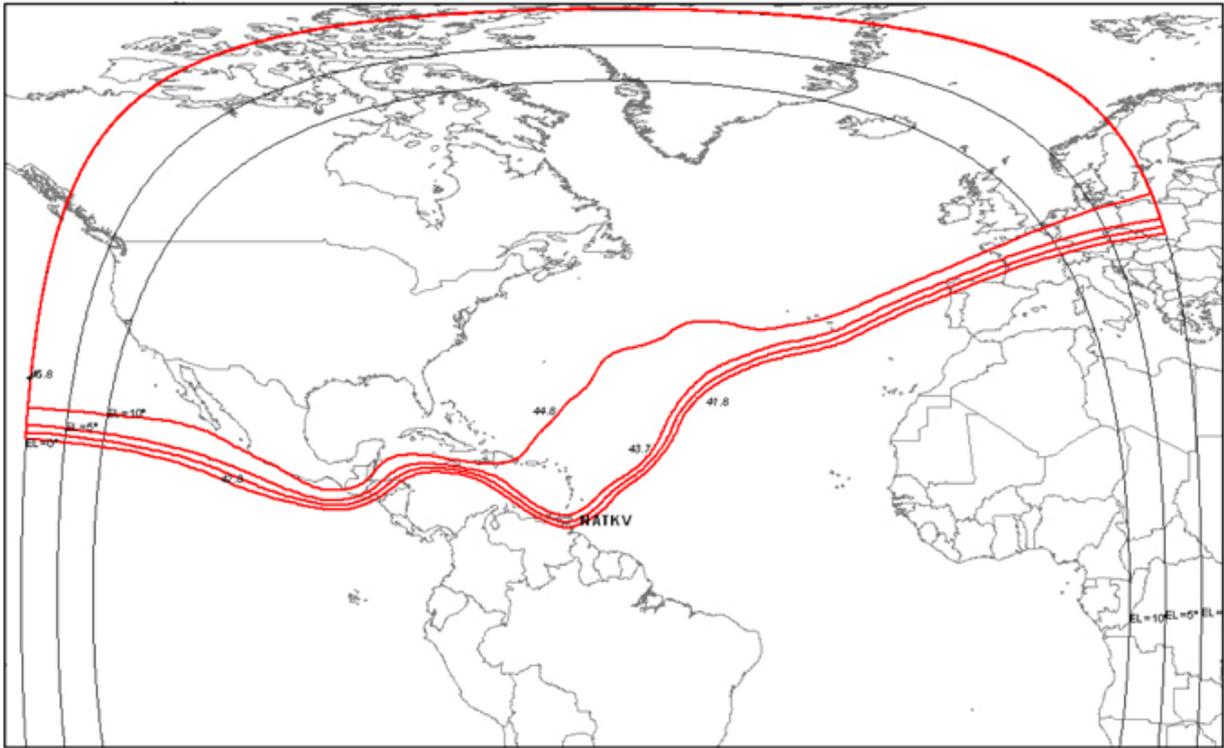
3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 43.7 dBW ±1.0 dB, minimum beam reference G/T for the transponder is -2.9 dB/K ±1.5 dB. The SFD setting and other performance characteristics have not been finalized yet and therefore are not available at this time

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 28 steps in 1 dB increments per step.

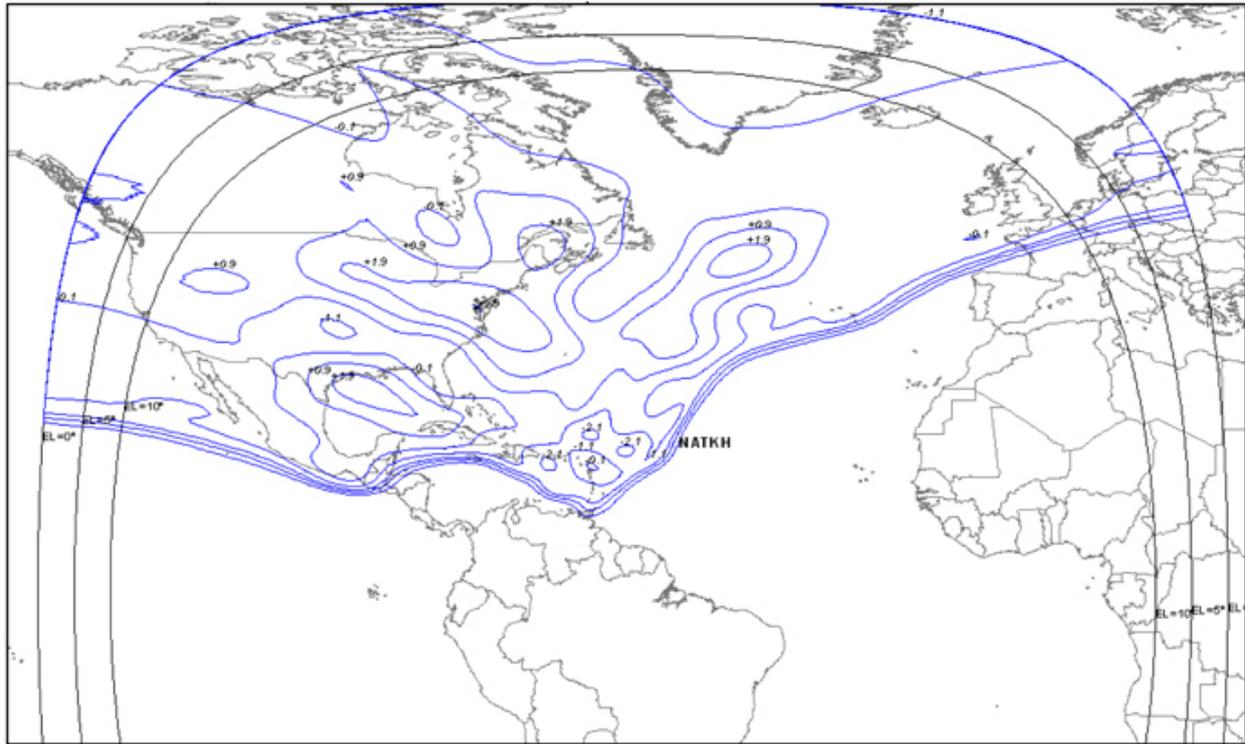
Figure B-1. IS-27 Ku-Band NATKV Downlink Beam with ± 1.0 dB for each beam contour



(EIRP Contours: : 45.8, 44.8, 43.7, 42.8, 41.8dBW) ± 1.0 dB

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Figure B-2. IS-27 Ku-Band NATKH Uplink Beam with ± 1.5 dB for each beam contour



(G/T Contours: +2.9, 1.9, 0.9, -0.1, -1.1, -2.1, -2.9, -4.1 dB/K) ± 1.5 dB

3.1.2 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

Mode	Output	Input (see Note below)
Multi Carrier:	3.0 dB/composite	5.4 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	2.5 dB/composite	5.0 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.3 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.4 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

APPENDIX B

TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-19
Orbital Location:	166° East Longitude
Uplink Beam/Band:	NWPKV / Ku-Band
Downlink Beam/Band:	NWPKH / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

The satellite parameters indicated in this Technical Appendix are preliminary in nature, and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of Satellite In Orbit Testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-19 NWPKV Uplink beam - NWPKH Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

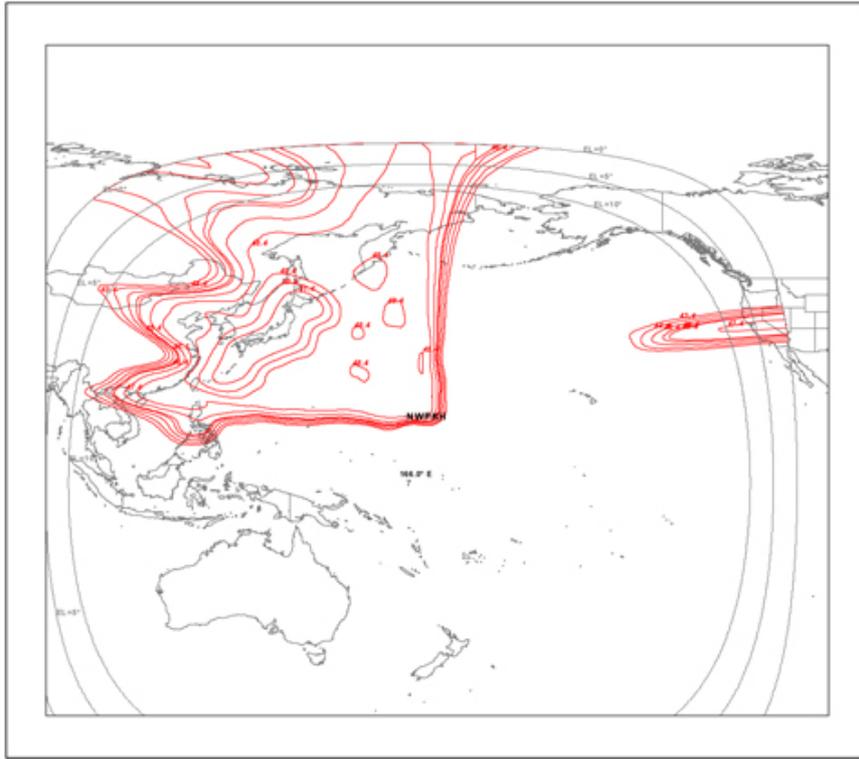
2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 46.1 dBW ±1.0 dB, minimum beam reference G/T for the transponder is 0.1 dB/K ±1.5 dB. The SFD setting and other performance characteristics have not been finalized yet and therefore they are not available at this time.

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

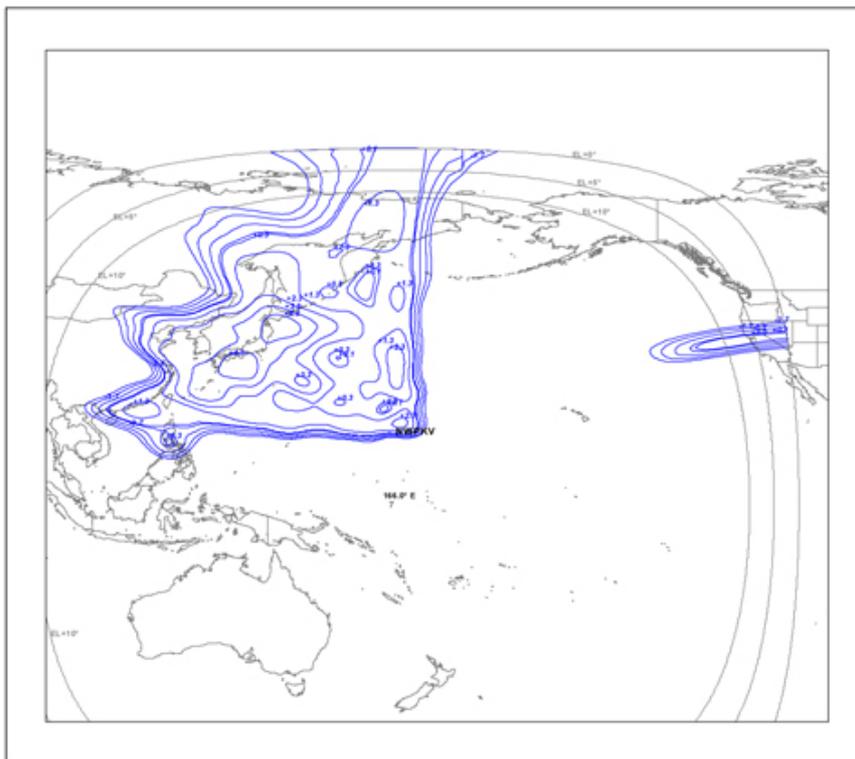
3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 37 steps in 1 dB increments per step.



(EIRP Contours: 52.4, 51.4, 50.4, 49.4, 48.4, 47.4, 46.4, 46.1, 45.4, 44.4 dBW) ± 1.0 dB

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Figure B-2. IS-19 Ku-Band NWPKV Uplink Beam with ±1.5 dB for each beam contour



(G/T Contours: +5.3, 4.3, 3.3, 2.3, 1.3, 0.3, 0.1, -0.7, -1.7 dB/K) ±1.5 dB

3.1.2 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

Mode	Output	Input (see Note below)
Multi Carrier:	3.8 dB/composite	5.8 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	1.8 dB/composite	2.5 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.3 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.4 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

**EARTH STATION AND OPERATIONAL REQUIREMENTS
FOR DIGITAL SERVICES VIA INTELSAT C-BAND AND KU-BAND TRANSPONDERS**

1.0 **INTRODUCTION.** This document contains the earth station requirements and associated operational procedures for transmission via C-band and Ku-band transponders on all Intelsat satellites (collectively, the “Operational Requirements”). These Operational Requirements may be modified from time to time by Intelsat, in its reasonable discretion. Unless otherwise expressly defined herein, defined terms shall have the meanings ascribed to them in the applicable Agreement.

2.0 **EARTH STATION REQUIREMENTS.**

2.1 **Earth Station EIRP.** The required earth station Equivalent Isotropic Radiated Power (EIRP) per carrier is a function of the following:

- (1) the satellite receiver sensitivity (G/T),
- (2) the outage margin provided,
- (3) the location of the transmit and receive earth stations within the uplink and downlink beams, and,
- (4) the loading of the transponder (i.e., the number, type and frequency assignment of the various carriers within the transponder).

For full saturated transponder allocations, earth stations must be capable of transmitting a modulated carrier with an EIRP sufficient to achieve the nominal satellite SFD given in the Service Specifications with a margin of at least 2 dB.

For partial transponder allocations, the actual assigned operating EIRP for a given earth station will be specified in the Service Specifications, taking into account the actual transponder performance and loading prior to the time of the transmission.

2.2 **EIRP Stability.** The EIRP in the direction of the Satellite must, under clear sky conditions, be maintained to within +/-0.5 dB of the assigned operating EIRP; provided, however, in the event that the transponder transmitted to has multiple carriers, additional EIRP variation may be permitted, upon approval of Intelsat. Under no circumstances may the EIRP exceed the assigned value by more than 1 dB.

2.3 **Earth Station Transmit Gain Requirement.** The gain of the transmit antenna must be sufficient to yield the maximum EIRP, as defined in Section 2.1, with a maximum carrier power level at the transmit feed to be determined by coordination agreements reached by Intelsat with other networks. If antenna size resulting from above requirement is excessive, Intelsat may reduce requirement provided that adjacent satellite flux density limits are maintained. The uplink power of TV carriers, as measured at the transmit earth station antenna feed, shall not exceed any limits specified in this document.

2.4 **HPA Requirement.** In determining the HPA size for a given earth station, it is necessary not only for each earth station to meet the maximum EIRP requirements for each carrier transmitted, but also to meet the emission constraints set forth in Section 3.4 or 4.2, as applicable. If a given earth station is to transmit more than one carrier, the HPA may have to operate at an output backoff of several dB in order to meet the emission constraints, and therefore, must be sized accordingly.

2.5 **Antenna Performance**

The fixed (hub) earth stations shall satisfy the following transmit sidelobe performance envelopes:

$G < = 29 - 25 \log_{10} (q) \text{ dBi,}$	$1^\circ <$	$q < = 7^\circ$
$G < = 8 \text{ dBi,}$		$7^\circ <$
$G < = 32 - 25 \log_{10} (q) \text{ dBi}$	$9.2^\circ < q < = 48^\circ$	$q < = 9.2^\circ$
$G < = -10 \text{ dBi,}$		$q > 48^\circ$

where G is the gain of the sidelobe envelope, relative to an isotropic antenna, in the direction of the geostationary orbit and q is the angle in degrees between the main beam axis and the direction considered.

The aircraft earth stations antenna performance will be specified in terms of off axis EIRP density as follows:

For operations within the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-50 + (29-25*\text{Log}_{10} (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

For operations outside the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-45 + (29-25*\text{Log}_{10} (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

Where q is the angle in degrees between the main beam axis and the direction considered.

2.6 **Transmit Earth Station Polarization.**

For the fixed (hub) earth stations the earth station cross-polarization discrimination must be a minimum of 30 dB within the main beam of the earth station’s transmit antenna pattern.

For aircraft earth stations the discrimination must be a minimum of 15 dB within the main beam of the earth station’s transmit antenna pattern.

2.7 **Additional Requirements for Uplink Earth Stations operating in the 13.75 – 14.0 GHz Band.**

- (1) **Earth Stations operating in the United States and Possessions:** Unless otherwise expressly approved by Intelsat and then authorized by the FCC, the EIRP of any emission from any and all earth stations operating in the 13.75 - 14.0 GHz Band shall be at least 68 dBW and shall not exceed 85 dBW, with a minimum antenna diameter of 4.5 meters; provided, however, in the 13.772-13.778 GHz Band, the EIRP shall not exceed 71 dBW per 6 MHz, with a minimum antenna diameter of 4.5 meters.
- (2) **Earth Stations operating outside of the United States and Possessions:** With regard to all earth stations operating in the 13.75 – 14.0 GHz Band OUTSIDE of the United States and Possessions:
 - (a) Earth Stations operating in the 13.75 – 14.0 GHz Band shall have a minimum diameter of 1.2 meters.
 - (b) EIRP emissions from any and all earth stations operating with an antenna diameter greater than or equal to 4.5 meters shall be at least 68 dBW and shall not exceed 85 dBW.
 - (c) Earth Stations operations in the 13.770 – 13.780 GHz Band shall have additional EIRP density limits as defined in International Telecommunications Union Radio Regulations No. 5.503.
 - (d) Without limitation to any of the foregoing conditions or any other conditions in this Attachment or the Agreement, all earth stations must, at all times, comply with all applicable domestic and international laws, rules, and regulations, as in effect from time to time.

3.0 ANALOG VIDEO SERVICE REQUIREMENTS

Not Applicable

4.0 DIGITAL SERVICE REQUIREMENTS

4.1 Modem Requirements. The Customer may use any digital, SCPC/PSK, MCPC/PSK satellite modem that meets their particular requirements, subject to the following constraints which are designed to ensure excess interference is not experienced by adjacent satellites or by other users of the Satellite:

- (1) Digital Modems - Scrambling must be provided to ensure that uniform spectral spreading is applied to the transmitted carrier at all times. A data scrambler built in accordance with ITU Rec. V.35, or a functionally equivalent unit with similar spectrum spreading characteristics, must be employed.
- (2) SCPC/PSK and MCPC/PSK - In general, any SCPC/PSK or MCPC/PSK modem which meets all relevant ITU recommendations is allowed, subject to prior approval by Intelsat.
- (3) Other Modems - The use of other modem types is subject to approval by Intelsat.

4.2 Emission Constraints. The transmit earth station must be equipped and operated in such a manner that spurious emission at the output of the antenna due to all sources does not exceed 4 dBW/4 kHz outside of the assigned carrier bandwidth.

4.3 Carrier Frequency Assignments. Intelsat shall assign Customer's uplink and/or downlink frequencies in accordance with the Agreement. Earth stations must be capable of operating at any frequency and polarization within the Service Transponder. For digital transmissions, frequencies will be assigned to the nearest 0.025 MHz. It is recommended that all transmit earth stations further be capable of operation across the entire satellite uplink frequency band as Intelsat may change carrier frequency assignments in accordance with the Agreement. Unless specifically approved by Intelsat, the aggregate allocated bandwidth of carriers within a multi-carrier transponder or allocation should not exceed 90% of Customer's total allocated bandwidth in order to provide flexibility in carrier assignments and to reduce the effects of intermodulation noise, adjacent carrier interference, co-channel interference, and adjacent satellite interference.

5.0 UPLINK REQUIREMENTS

5.1 Uplink Requirements. Before any transmit earth station may access a Intelsat satellite, it must demonstrate compliance with the technical requirements set forth in Sections 2.0, 3.0, and 4.0 and have approval from Intelsat's Network Operations Center. In order to ensure that the transmissions of a given earth station do not interfere with the transmissions of other earth stations utilizing the Satellite, or adjacent satellites, it is necessary that certain operational requirements be met. Specifically, users of Intelsat's digital transmission services must observe the following:

- (1) The EIRP in the direction of the Satellite must be maintained to within +/- 0.5 dB of the value specified by Intelsat, except under adverse weather conditions. This EIRP tolerance limit includes all earth station factors which affect EIRP variation, including HPA output power level stability and antenna pointing errors.
- (2) The center frequency of all transmitted carriers must be maintained to within +/- 0.025 R Hz (up to a maximum of +/- 10 kHz) of the value assigned by Intelsat. [Note - The transmission rate (R) is defined as the bit rate entering the QPSK modulator, i.e., it is the information rate plus overhead multiplied by the inverse of the FEC code rate.]
- (3) The frequency stability of the earth station receive chain must be consistent with the frequency acquisition and tracking capabilities of the demodulator. As a minimum, it is recommended that the short term (24 hour) receive chain stability be less than +/- 2 kHz and the long term stability (7 day) be less than +/- 10 kHz.
- (4) Any earth station transmitting to a Intelsat Satellite must be under the active control of the user. Specifically, the user must provide a means for immediate cessation of transmission in the event that

notification is received from Intelsat that such a step is necessary to avoid harmful interference to other users or other satellite systems.

5.2 Uplink Restrictions. Except as may be permitted by Intelsat during a coordinated test period, no earth station operator shall transmit an unmodulated carrier through any transponder. The operation of each earth station must be in strict adherence with Customer's Intelsat-approved Transmission Plan. Any deviation from that Transmission Plan must be approved in advance by Intelsat. Under no circumstances shall any earth station transmit any RF carrier to any Intelsat satellite on a frequency not authorized by Intelsat, whether or not that frequency is in use by other stations.

5.3 Carrier line-up and in-service monitoring. Facilities must be provided by the user to measure the link parameters and transmission characteristics during initial carrier line-up. In addition, in-service monitoring by the user of the carrier EIRP and the received BER is required.

In order to perform initial carrier line-up the user must provide a means to measure and adjust the transmitted carrier level. This requirement can be satisfied if a directional coupler of known coupling factor is placed between the HPA output and the antenna feed input so as to permit accurate carrier power measurements to be performed. Means must also be provided by the user to allow the transmitted power level to be adjusted to an accuracy of +/- 0.5 dB, over the range 0 to minus 15 dB of the maximum EIRP specified in Service Specifications.

During initial carrier line-up it is also necessary for the user to be able to measure the Eb/No of the received carrier, either with a spectrum analyzer or through a filter of known bandwidth, and to perform bit-error-rate measurements using a pseudo-random test pattern.

During normal in-service operation, the user must monitor the carrier EIRP and the BER. The latter requirement can be satisfied through the use of the BER monitoring facility built into most digital modems.

5.4 Network Interface Considerations. If carriers transmitted via Intelsat's digital transmission service are to be interfaced with a synchronous data network or other synchronous equipment, it may be necessary for the user to equip the receive station with elastic buffer storage facilities (or their equivalent) to allow for time delay variations caused by Satellite motion. The amount of storage necessary is a function of the carrier transmission rate, the maximum diurnal Satellite motion, and the longitudinal drift rate. The maximum delay variation due to Satellite motion is expected to be 0.6 milliseconds (peak-to-peak, uplink plus downlink).

Data encryption may be employed by the user, provided that the basic transmission characteristics of the carrier are not affected (i.e., provided that the emission constraints set forth in Section 4.2 are satisfied).

While users are free to utilize any digital modem that meets the basic performance requirements outlined in this document, it is the users responsibility to ensure that the modems used on both ends of a given link are compatible, and that the network interface requirements for the users particular application are satisfied.

5.5 Customer Obligations and Use. Customer must, at all times, comply with the terms and conditions of Article III, including all of its Subsections, of the Master Agreement, which are incorporated herein by this reference.

5.6 Interference and Preemption Notices. In accordance with the terms and conditions of the Agreement, Customer shall maintain, at each Customer transmit facility, and shall provide Intelsat with a telephone number that is continuously staffed, at all time during which Customer is transmitting or receiving signals to or from the Satellite, and an automatic facsimile that shall be maintained in operation and capable of receiving messages from Intelsat, at all times. Said telephone and facsimile shall be maintained for the purpose of receiving notices from Intelsat regarding interference or other problems arising out of the provision of the Service on, or any use of the Service Transponder, including, without limitation, any decision by Intelsat to preempt or interrupt provision of the Service to Customer pursuant to the Agreement. **It is mandatory that the person who receives such messages has the technical capability and absolute authority to immediately terminate or modify the transmission if notified by Intelsat pursuant to the foregoing.** All such

notices shall be effective upon the placement of the telephone call or transmission of a facsimile message by Intelsat to Customer. If, for any reason, Customer's telephone is not answered and its telecopier is incapable of receiving transmission, Intelsat's notice shall be deemed to have occurred at the time it attempts to place a telephone call or transmit a facsimile message to Customer. Intelsat shall promptly confirm telephone notices in writing.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

**Intelsat Transponder Service Order
Service Order No. 25439**

	<u>Intelsat Information:</u>	<u>Customer Information:</u>
Name:	Intelsat Corporation	Gogo LLC
Place/Type of Organization:	A Delaware corporation	
Address:	3400 International Drive, N.W.	1250 N. Arlington Heights Road, Suite 500
City/Country:	Washington, DC 20008	Itasca, IL 60143
Attention:	Assistant General Counsel, NA Sales	Saumil Mehta
Telephone:	(202) 944-7986	(630) 647-7207
Facsimile:	(202) 944-7529	
E-mail:	Na-contracts@intelsat.com	smehta@gogoair.com

1. By signing and returning this Service Order No. 25439 (“**Service Order**”) to Intelsat, Gogo LLC (“**Customer**”) is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat Corporation (“**Intelsat**”). When executed by Intelsat, this Service Order shall become binding.
2. Provision of the Service is subject to Intelsat receiving from Customer any Deposit/Collateral specified below in a form acceptable to Intelsat at least 15 calendar days prior to the Service Start Date.
3. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced below which is incorporated herein by reference. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

Type of Service Order	<input checked="" type="checkbox"/> New Service	<input type="checkbox"/> Renewal	<input type="checkbox"/> Amendment
Master Service Agreement (“MSA”)	Type of MSA #21078	Date 25 August 2008	
Deposit	Account 123639		
Billing Method	[***]		
	Monthly in advance		

Service ID (SVO) No.: 511949

Orbital Location/Satellite	302° East IS-21
Bandwidth (MHz)	[***] MHz
Up/Downlink Beam	BK/BK
Initial Transponder Allocation	[***]
Preemptibility	<input type="checkbox"/> Preemptible <input checked="" type="checkbox"/> Non-Preemptible
Service Start Date (SSD)	The later of: (i) the date upon which Intelsat certifies to Customer that the IS-21 satellite has been placed into operation at its Orbital Location, as defined above, or (ii) 15 May 2013
Service End Date (SED)	(Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.) 14 Oct 2018

Bandwidth & Payment Schedule

<u>SVO No.</u>	<u>Term</u>	<u>Service Fee (US\$)</u>
511949	[***]	[***] per month
	[***]	[***] per month

4. The following Appendices attached hereto, all of which are incorporated herein by reference, shall collectively comprise this Transponder Service Order:

Technical Requirements

- Appendix A: Reserved/Not Applicable
- Appendix B: Technical Appendix for Transponder Segment Services (attached hereto)
- Appendix C: Operational Requirements for Intelsat Satellites. (attached hereto)

5. Each of the parties has duly executed and delivered this Service Order as of the latest date set forth below (the “**Execution Date**”).

INTELSAT CORPORATION

GOGO LLC

By: /s/ Patricia Casey

By: /s/ Anand Chari

Name: Patricia Casey

Name: Anand Chari

Title: Senior VP and Deputy General Counsel

Title: CTO

Date: August 21, 2012

Date: 8/17/12

Intelsat Confidential and Proprietary



ADDITIONAL TERMS AND CONDITIONS FOR TRANSPONDER SERVICES

1. THE SERVICE

Transponder Service is the supply of satellite capacity managed by Customer. Any renewal or extension of the Service will be the subject of a separate agreement.

1.1 **Non-Preemptible Service:** A Service that cannot be interrupted, suspended, or terminated to restore other Services.

1.2 **Preemptible Service:** A Service that may be interrupted, suspended, or terminated at any time. Customer must vacate the capacity immediately upon notification by Intelsat.

2. PREEMPTION

2.1 **Notification of Preemption:** Customer will specify in writing, prior to the Service Start Date, a telephone number at which English-speaking personnel may be reached by Intelsat on a 24 x 7 basis.

2.2 **Failure to Vacate:** If Customer continues to use a Service after its Service End Date, Intelsat may terminate the Service or continue to provide it on a preemptible basis for a price determined by Intelsat until terminated upon notice to Customer. Customer's payment of this fee does not authorize Customer to continue to use the Service.

3. SERVICE RESTORATION

3.1 **Service Restoration:** In the event any Service hereunder fails, Intelsat shall attempt to restore Customer's Service with Service on the Satellite or another Intelsat satellite with substantially similar coverage and performance. Such capacity will then become the Service. If Intelsat does not restore a failed Service hereunder, this Service Order will terminate without further liability as of the time of failure and any amounts prepaid by Customer for Services following the effective date of termination shall be returned to Customer.

3.2 **Service Distribution and/or Wholesale Customer Agreement Customers:** Annex F is deleted in its entirety and replaced with the following: In cases of satellite failure or malfunction, Intelsat will use reasonable efforts to restore affected Services in accordance with the relevant Service Order/Contract.

4. SERVICE INTERRUPTION CREDITS/OUTAGE CREDITS AND CONFIRMED FAILURE

4.1 A "Service Interruption" or "Confirmed Outage" occurs when Service materially fails to comply with the performance parameters in the relevant Technical Appendix, and such noncompliance is confirmed by Intelsat. A Confirmed Outage will be deemed to commence when Customer notifies Intelsat, and to end when Intelsat notifies Customer or Customer has actual knowledge that Service has been restored. Any period during which Customer uses the applicable Service will not count towards the duration of the Service Interruption or Confirmed Outage.

4.2 "Interruption Credit" or "Outage Credit" is a credit against future charges for the Service. Credits will be given for Service Interruptions or Confirmed Outages of one (1) hour or more, and will be calculated as a proportion of the monthly service charge, based on the number of hours in the month in which the Service Interruption or Confirmed Outage occurred.

4.3 **Confirmed Failure:** Subject to the provisions set forth in Sections 7.2 and 7.5 of the Master Service Agreement, if the Service fails to meet the performance specifications of the Technical Appendix for: (a) a cumulative period of 10 hours during any consecutive 30-day period, or (b) any period of time following a catastrophic event under circumstances that make it clearly ascertainable that a failure described in clause (a) will occur, the Service shall, subject to Intelsat's confirmation, have suffered a "Confirmed Failure." All determinations as to Confirmed Failures should be made on an individual transponder segment by transponder segment basis. In the event of a Confirmed Failure, Intelsat may, subject to availability, employ certain redundant equipment units on the Satellite or provide Service to Customer using another transponder which provides substantially similar coverage and performance or provide Service on another Intelsat satellite with substantially similar coverage and performance.

5. MISCELLANEOUS

5.1 **Billing Policy:** Intelsat will commence billing on the Service Start Date, whether services commence or not, unless the delay is solely and directly caused by Intelsat. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA. Intelsat shall return any remaining Deposit/Collateral to Customer when all Services under the MSA end and all liabilities are settled.

5.2 **Replacement Satellite:** During the term of this Service Order, Intelsat may replace the Satellite with another satellite that provides substantially similar coverage and performance ("Replacement Satellite"). Provided there is available substantially similar coverage and performance on the Replacement Satellite, Intelsat may provide such capacity to Customer, in which case it will provide replacement Technical Appendices to the Customer, and this Service Order will continue with such Replacement Satellite Service for the remainder of its term. Intelsat will use all reasonable efforts to minimize any disruption of operations while the Service is being transferred. In the event Intelsat either (a) takes the Satellite out of commercial service at its orbital location and does not replace the Satellite; or (b) replaces the Satellite with a Replacement Satellite but does not provide Replacement Satellite Service, this Service Order will automatically terminate on the date that the Satellite is taken out of commercial operation or redeployed.

5.3 **Transmission Plan:** Transmission plans must be submitted to Intelsat for approval at least 10 business days before the Service Start Date. Customer will be permitted, subject to Intelsat's approval, to modify the transmission plan from time to time. Intelsat reserves the right to charge Customer a reasonable fee for transmission plan modifications. All proposed modifications must be submitted at least 10 business days prior to their intended activation. Intelsat's approval of the transmission plan is not authorization for Customer to access the Intelsat space segment; a separate message from Intelsat will provide information to Customer for coordinating the activation of carriers. This Service Order is entered into with the understanding that this Service will not create harmful technical interference to other services. Should such interference occur, Customer assumes all liability. In addition, Intelsat reserves the right to ensure that no technical impairments are caused to other services, including, if necessary, terminating the Service.

5.4 **Earth Station Approval:** All Customer earth stations must be registered with Intelsat prior to the service start date. All antennas must be authorized in the host country by all relevant regulatory and licensing authorities. Registration is available via <https://my.intelsat.com>.

6. [***]

6.1 [***].

6.2 [***]

6.3 [***]

APPENDIX B
TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-21
Orbital Location:	302° East Longitude
Uplink Beam/Band:	BKH / Ku-Band
Downlink Beam/Band:	BKV / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

The satellite parameters indicated in this Technical Appendix are preliminary in nature, and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of Satellite In Orbit Testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-21 BKH Uplink beam - BKV Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] MHz transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

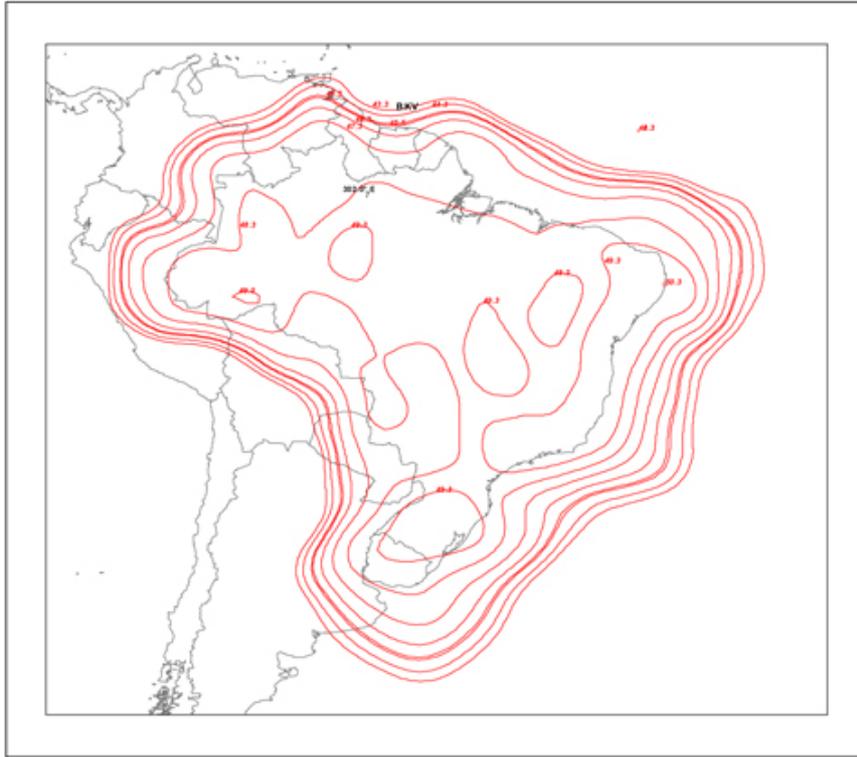
3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 45.5 dBW ±1.0 dB, minimum beam reference G/T for the transponder is -0.5 dB/K ±1.5 dB. The SFD setting and other performance characteristics have not been finalized yet and therefore are not available at this time.

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

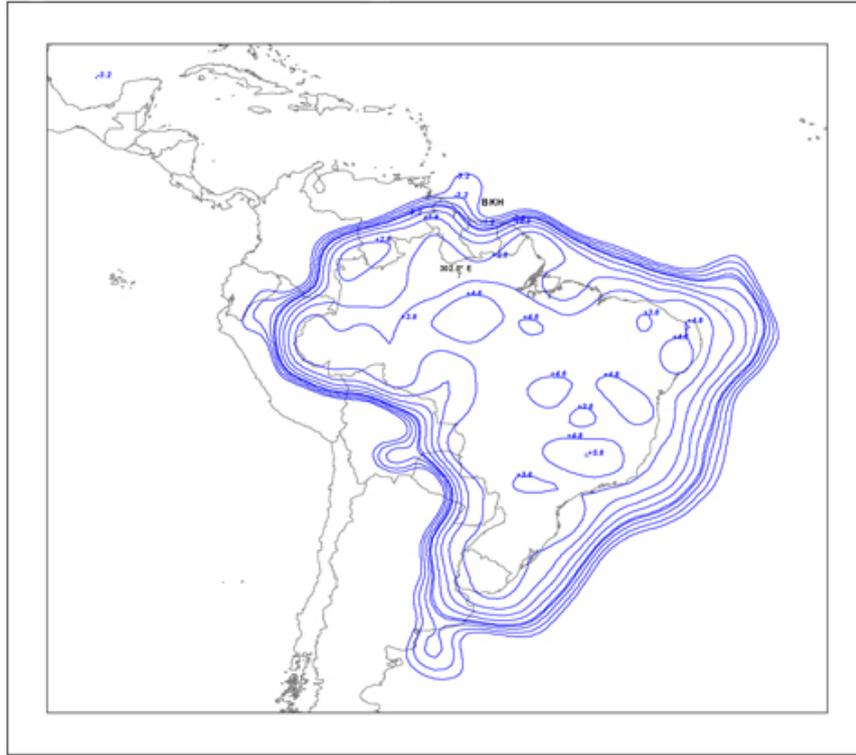
3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 28 steps in 1 dB increments per step.

Figure B-1. IS-21 Ku-Band BKV Downlink Beam with ± 1.0 dB for each beam contour



(EIRP Contours: 50.3, 49.3, 48.3, 47.3, 46.3, 45.5, 45.3, 44.3 dBW) ± 1.0 dB

Figure B-2. IS-21 Ku-Band BKH Uplink Beam with ± 1.5 dB for each beam contour



(G/T Contours: +5.8, 4.8, 3.8, 2.8, 1.8, 0.8, -0.2, -0.5, -1.2, -2.2 dB/K) ± 1.5 dB

3.1.2 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

Mode	Output	Input (see Note below)
Multi Carrier:	3.8 dB/composite	5.5 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	1.8 dB/composite	2.3 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.3 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.4 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

APPENDIX C

EARTH STATION AND OPERATIONAL REQUIREMENTS FOR DIGITAL SERVICES VIA INTELSAT C-BAND AND KU-BAND TRANSPONDERS

1.0 **INTRODUCTION.** This document contains the earth station requirements and associated operational procedures for transmission via C-band and Ku-band transponders on all Intelsat satellites (collectively, the "Operational Requirements"). These Operational Requirements may be modified from time to time by Intelsat, in its reasonable discretion. Unless otherwise expressly defined herein, defined terms shall have the meanings ascribed to them in the applicable Agreement.

2.0 **EARTH STATION REQUIREMENTS.**

2.1 **Earth Station EIRP.** The required earth station Equivalent Isotropic Radiated Power (EIRP) per carrier is a function of the following:

- (1) the satellite receiver sensitivity (G/T),
- (2) the outage margin provided,
- (3) the location of the transmit and receive earth stations within the uplink and downlink beams, and,
- (4) the loading of the transponder (i.e., the number, type and frequency assignment of the various carriers within the transponder).

For full saturated transponder allocations, earth stations must be capable of transmitting a modulated carrier with an EIRP sufficient to achieve the nominal satellite SFD given in the Service Specifications with a margin of at least 2 dB.

For partial transponder allocations, the actual assigned operating EIRP for a given earth station will be specified in the Service Specifications, taking into account the actual transponder performance and loading prior to the time of the transmission.

2.2 **EIRP Stability.** The EIRP in the direction of the Satellite must, under clear sky conditions, be maintained to within +/-0.5 dB of the assigned operating EIRP; provided, however, in the event that the transponder transmitted to has multiple carriers, additional EIRP variation may be permitted, upon approval of Intelsat. Under no circumstances may the EIRP exceed the assigned value by more than 1 dB.

2.3 **Earth Station Transmit Gain Requirement.** The gain of the transmit antenna must be sufficient to yield the maximum EIRP, as defined in Section 2.1, with a maximum carrier power level at the transmit feed to be determined by coordination agreements reached by Intelsat with other networks. If antenna size resulting from above requirement is excessive, Intelsat may reduce requirement provided that adjacent satellite flux density limits are maintained. The uplink power of TV carriers, as measured at the transmit earth station antenna feed, shall not exceed any limits specified in this document.

2.4 **HPA Requirement.** In determining the HPA size for a given earth station, it is necessary not only for each earth station to meet the maximum EIRP requirements for each carrier transmitted, but also to meet the emission constraints set forth in Section 3.4 or 4.2, as applicable. If a given earth station is to transmit more than one carrier, the HPA may have to operate at an output backoff of several dB in order to meet the emission constraints, and therefore, must be sized accordingly.

2.5 **Antenna Performance.** The fixed (hub) earth stations shall satisfy the following transmit sidelobe performance envelopes:

$G < = 29 - 25 \log_{10} (q) \text{ dBi,}$	$1^\circ < q < = 7^\circ$
$G < = 8 \text{ dBi,}$	$7^\circ < q < = 9.2^\circ$
$G < = 32 - 25 \log_{10} (q) \text{ dBi}$	$9.2^\circ < q < = 48^\circ$
$G < = -10 \text{ dBi,}$	$q > 48^\circ$

where G is the gain of the sidelobe envelope, relative to an isotropic antenna, in the direction of the geostationary orbit and q is the angle in degrees between the main beam axis and the direction considered.

The aircraft earth stations antenna performance will be specified in terms of off axis EIRP density as follows:

For operations within the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-50 + (29-25*\text{Log}10 (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

For operations outside the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-45 + (29-25*\text{Log}10 (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

Where q is the angle in degrees between the main beam axis and the direction considered.

2.6 **Transmit Earth Station Polarization.**

For the fixed (hub) earth stations the earth station cross-polarization discrimination must be a minimum of 30 dB within the main beam of the earth station's transmit antenna pattern.

For aircraft earth stations the discrimination must be a minimum of 15 dB within the main beam of the earth station's transmit antenna pattern.

2.7 Additional Requirements for Uplink Earth Stations operating in the 13.75 – 14.0 GHz Band.

- (1) Earth Stations operating in the United States and Possessions: Unless otherwise expressly approved by Intelsat and then authorized by the FCC, the EIRP of any emission from any and all earth stations operating in the 13.75 - 14.0 GHz Band shall be at least 68 dBW and shall not exceed 85 dBW, with a minimum antenna diameter of 4.5 meters; provided, however, in the 13.772-13.778 GHz Band, the EIRP shall not exceed 71 dBW per 6 MHz, with a minimum antenna diameter of 4.5 meters.
- (2) Earth Stations operating outside of the United States and Possessions: With regard to all earth stations operating in the 13.75 – 14.0 GHz Band OUTSIDE of the United States and Possessions:
 - (a) Earth Stations operating in the 13.75 – 14.0 GHz Band shall have a minimum diameter of 1.2 meters.
 - (b) EIRP emissions from any and all earth stations operating with an antenna diameter greater than or equal to 4.5 meters shall be at least 68 dBW and shall not exceed 85 dBW.
 - (c) Earth Stations operations in the 13.770 – 13.780 GHz Band shall have additional EIRP density limits as defined in International Telecommunications Union Radio Regulations No. 5.503.
 - (d) Without limitation to any of the foregoing conditions or any other conditions in this Attachment or the Agreement, all earth stations must, at all times, comply with all applicable domestic and international laws, rules, and regulations, as in effect from time to time.

3.0 ANALOG VIDEO SERVICE REQUIREMENTS

Not Applicable

4.0 DIGITAL SERVICE REQUIREMENTS

4.1 Modem Requirements. The Customer may use any digital, SCPC/PSK, MCPC/PSK satellite modem that meets their particular requirements, subject to the following constraints which are designed to ensure excess interference is not experienced by adjacent satellites or by other users of the Satellite:

- (1) Digital Modems - Scrambling must be provided to ensure that uniform spectral spreading is applied to the transmitted carrier at all times. A data scrambler built in accordance with ITU Rec. V.35, or a functionally equivalent unit with similar spectrum spreading characteristics, must be employed.
- (2) SCPC/PSK and MCPC/PSK - In general, any SCPC/PSK or MCPC/PSK modem which meets all relevant ITU recommendations is allowed, subject to prior approval by Intelsat.
- (3) Other Modems - The use of other modem types is subject to approval by Intelsat.

4.2 Emission Constraints. The transmit earth station must be equipped and operated in such a manner that spurious emission at the output of the antenna due to all sources does not exceed 4 dBW/4 kHz outside of the assigned carrier bandwidth.

4.3 Carrier Frequency Assignments. Intelsat shall assign Customer's uplink and/or downlink frequencies in accordance with the Agreement. Earth stations must be capable of operating at any frequency and polarization within the Service Transponder. For digital transmissions, frequencies will be assigned to the nearest 0.025 MHz. It is recommended that all transmit earth stations further be capable of operation across the entire satellite uplink frequency band as Intelsat may change carrier frequency assignments in accordance with the Agreement. Unless specifically approved by Intelsat, the aggregate allocated bandwidth of carriers within a multi-carrier transponder or allocation should not exceed 90% of Customer's total allocated bandwidth in order to provide flexibility in carrier assignments and to reduce the effects of intermodulation noise, adjacent carrier interference, co-channel interference, and adjacent satellite interference.

5.0 UPLINK REQUIREMENTS

5.1 Uplink Requirements. Before any transmit earth station may access a Intelsat satellite, it must demonstrate compliance with the technical requirements set forth in Sections 2.0, 3.0, and 4.0 and have approval from Intelsat's Network Operations Center. In order to ensure that the transmissions of a given earth station do not interfere with the transmissions of other earth stations utilizing the Satellite, or adjacent satellites, it is necessary that certain operational requirements be met. Specifically, users of Intelsat's digital transmission services must observe the following:

- (1) The EIRP in the direction of the Satellite must be maintained to within +/- 0.5 dB of the value specified by Intelsat, except under adverse weather conditions. This EIRP tolerance limit includes all earth station factors which affect EIRP variation, including HPA output power level stability and antenna pointing errors.
- (2) The center frequency of all transmitted carriers must be maintained to within +/- 0.025 R Hz (up to a maximum of +/- 10 kHz) of the value assigned by Intelsat. [Note - The transmission rate (R) is defined as the bit rate entering the QPSK modulator, i.e., it is the information rate plus overhead multiplied by the inverse of the FEC code rate.]
- (3) The frequency stability of the earth station receive chain must be consistent with the frequency acquisition and tracking capabilities of the demodulator. As a minimum, it is recommended that the short term (24 hour) receive chain stability be less than +/- 2 kHz and the long term stability (7 day) be less than +/- 10 kHz.
- (4) Any earth station transmitting to a Intelsat Satellite must be under the active control of the user. Specifically, the user must provide a means for immediate cessation of transmission in the event that notification is received from Intelsat that such a step is necessary to avoid harmful interference to other users or other satellite systems.

5.2 Uplink Restrictions. Except as may be permitted by Intelsat during a coordinated test period, no earth station operator shall transmit an unmodulated carrier through any transponder. The operation of each earth station must be in strict adherence with Customer's Intelsat-approved Transmission Plan. Any deviation from that Transmission Plan must be approved in advance by Intelsat. Under no circumstances shall any earth station transmit any RF carrier to any Intelsat satellite on a frequency not authorized by Intelsat, whether or not that frequency is in use by other stations.

5.3 Carrier line-up and in-service monitoring. Facilities must be provided by the user to measure the link parameters and transmission characteristics during initial carrier line-up. In addition, in-service monitoring by the user of the carrier EIRP and the received BER is required.

In order to perform initial carrier line-up the user must provide a means to measure and adjust the transmitted carrier level. This requirement can be satisfied if a directional coupler of known coupling factor is placed between the HPA output and the antenna feed input so as to permit accurate carrier power measurements to be performed. Means must also be provided by the user to allow the transmitted power level to be adjusted to an accuracy of +/- 0.5 dB, over the range 0 to minus 15 dB of the maximum EIRP specified in Service Specifications.

During initial carrier line-up it is also necessary for the user to be able to measure the Eb/No of the received carrier, either with a spectrum analyzer or through a filter of known bandwidth, and to perform bit-error-rate measurements using a pseudo-random test pattern.

During normal in-service operation, the user must monitor the carrier EIRP and the BER. The latter requirement can be satisfied through the use of the BER monitoring facility built into most digital modems.

5.4 Network Interface Considerations. If carriers transmitted via Intelsat's digital transmission service are to be interfaced with a synchronous data network or other synchronous equipment, it may be necessary for the user to equip the receive station with elastic buffer storage facilities (or their equivalent) to allow for time delay variations caused by Satellite motion. The amount of storage necessary is a function of the carrier transmission rate, the maximum diurnal Satellite motion, and the longitudinal drift rate. The maximum delay variation due to Satellite motion is expected to be 0.6 milliseconds (peak-to-peak, uplink plus downlink).

Data encryption may be employed by the user, provided that the basic transmission characteristics of the carrier are not affected (i.e., provided that the emission constraints set forth in Section 4.2 are satisfied).

While users are free to utilize any digital modem that meets the basic performance requirements outlined in this document, it is the users responsibility to ensure that the modems used on both ends of a given link are compatible, and that the network interface requirements for the users particular application are satisfied.

5.5 Customer Obligations and Use. Customer must, at all times, comply with the terms and conditions of Article III, including all of its Subsections, of the Master Agreement, which are incorporated herein by this reference.

5.6 Interference and Preemption Notices. In accordance with the terms and conditions of the Agreement, Customer shall maintain, at each Customer transmit facility, and shall provide Intelsat with a telephone number that is continuously staffed, at all time during which Customer is transmitting or receiving signals to or from the Satellite, and an automatic facsimile that shall be maintained in operation and capable of receiving messages from Intelsat, at all times. Said telephone and facsimile shall be maintained for the purpose of receiving notices from Intelsat regarding interference or other problems arising out of the provision of the Service on, or any use of the Service Transponder, including, without limitation, any decision by Intelsat to preempt or interrupt provision of the Service to Customer pursuant to the Agreement. **It is mandatory that the person who receives such messages has the technical capability and absolute authority to immediately terminate or modify the transmission if notified by Intelsat pursuant to the foregoing.** All such notices shall be effective upon the placement of the telephone call or transmission of a facsimile message by Intelsat to Customer. If, for any reason, Customer's telephone is not answered and its telecopier is incapable of receiving transmission, Intelsat's notice shall be deemed to have occurred at the time it attempts to place a telephone call or transmit a facsimile message to Customer. Intelsat shall promptly confirm telephone notices in writing.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

Intelsat Transponder Service Order
Service Order No. 25541

	<u>Intelsat Information:</u>	<u>Customer Information:</u>
Name:	Intelsat Corporation	Gogo LLC
Place/Type of Organization:	A Delaware corporation	
Address:	3400 International Drive, N.W.	1250 N. Arlington Heights Road, Suite 500
City/Country:	Washington, DC 20008	Itasca, IL 60143
Attention:	Assistant General Counsel, NA Sales	Saumil Mehta
Telephone:	(202) 944-7986	(630) 647-7207
Facsimile:	(202) 944-7529	
E-mail:	Na-contracts@intelsat.com	smehta@gogoair.com

1. By signing and returning this Service Order No. 25541 (“**Service Order**”) to Intelsat, Gogo LLC (“**Customer**”) is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat Corporation (“**Intelsat**”). When executed by Intelsat, this Service Order shall become binding.
2. Provision of the Service is subject to Intelsat receiving from Customer any Deposit/Collateral specified below in a form acceptable to Intelsat at least 15 calendar days prior to the Service Start Date.
3. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced below which is incorporated herein by reference. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

Type of Service Order	<input checked="" type="checkbox"/> New Service	<input type="checkbox"/> Renewal	<input type="checkbox"/> Amendment
Master Service Agreement (“MSA”)	Type of MSA	Date 25 August 2008	
Deposit	Account 123639		
Billing Method	[***]		
	Monthly in advance		

Service ID (SVO) No.: 512299

Orbital Location/Satellite	72.1° East IS-22
Bandwidth (MHz)	[***]
Up/Downlink Beam	MOKH/MOKV
Initial Transponder Allocation	[***]
Preemptibility	<input type="checkbox"/> Preemptible <input checked="" type="checkbox"/> Non-Preemptible
Service Start Date (SSD)	15 March 2013
Service End Date (SED)	(Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.) 14 Sep 2018

Bandwidth & Payment Schedule

<u>SVO No.</u>	<u>Term</u>	<u>Service Fee (US\$)</u>
512299	[***]	[***] per month
	[***]	[***] per month

4. The following Appendices attached hereto, all of which are incorporated herein by reference, shall collectively comprise this Transponder Service Order:

Technical Requirements

- Appendix A: Reserved/Not Applicable
- Appendix B: Technical Appendix for Transponder Segment Services (attached hereto)
- Appendix C: Operational Requirements for Intelsat Satellites. (attached hereto)

5. Each of the parties has duly executed and delivered this Service Order as of the latest date set forth below (the “**Execution Date**”).

INTELSAT CORPORATION

GOGO LLC

By: /s/ Patricia Casey

By: /s/ Anand Chari

Name: Patricia Casey

Name: Anand Chari

Title: Senior VP and Deputy General Counsel

Title: CTO

Date: August 21, 2012

Date: 8/17/12

Intelsat Confidential and Proprietary

ADDITIONAL TERMS AND CONDITIONS FOR TRANSPONDER SERVICES

1. THE SERVICE

Transponder Service is the supply of satellite capacity managed by Customer. Any renewal or extension of the Service will be the subject of a separate agreement.

1.1 **Non-Preemptible Service:** A Service that cannot be interrupted, suspended, or terminated to restore other Services.

1.2 **Preemptible Service:** A Service that may be interrupted, suspended, or terminated at any time. Customer must vacate the capacity immediately upon notification by Intelsat.

2. PREEMPTION

2.1 **Notification of Preemption:** Customer will specify in writing, prior to the Service Start Date, a telephone number at which English-speaking personnel may be reached by Intelsat on a 24 x 7 basis.

2.2 **Failure to Vacate:** If Customer continues to use a Service after its Service End Date, Intelsat may terminate the Service or continue to provide it on a preemptible basis for a price determined by Intelsat until terminated upon notice to Customer. Customer's payment of this fee does not authorize Customer to continue to use the Service.

3. SERVICE RESTORATION

3.1 **Service Restoration:** In the event any Service hereunder fails, Intelsat shall attempt to restore Customer's Service with Service on the Satellite or another Intelsat satellite with substantially similar coverage and performance. Such capacity will then become the Service. If Intelsat does not restore a failed Service hereunder, this Service Order will terminate without further liability as of the time of failure and any amounts prepaid by Customer for Services following the effective date of termination shall be returned to Customer.

3.2 **Service Distribution and/or Wholesale Customer Agreement**

Customers: Annex F is deleted in its entirety and replaced with the following: In cases of satellite failure or malfunction, Intelsat will use reasonable efforts to restore affected Services in accordance with the relevant Service Order/Contract.

4. SERVICE INTERRUPTION CREDITS/OUTAGE CREDITS AND CONFIRMED FAILURE

4.1 A "Service Interruption" or "Confirmed Outage" occurs when Service materially fails to comply with the performance parameters in the relevant Technical Appendix, and such noncompliance is confirmed by Intelsat. A Confirmed Outage will be deemed to commence when Customer notifies Intelsat, and to end when Intelsat notifies Customer or Customer has actual knowledge that Service has been restored. Any period during which Customer uses the applicable Service will not count towards the duration of the Service Interruption or Confirmed Outage.

4.2 "Interruption Credit" or "Outage Credit" is a credit against future charges for the Service. Credits will be given for Service Interruptions or Confirmed Outages of one (1) hour or more, and will be calculated as a proportion of the monthly service charge, based on the number of hours in the month in which the Service Interruption or Confirmed Outage occurred.

4.3 **Confirmed Failure:** Subject to the provisions set forth in Sections 7.2 and 7.5 of the Master Service Agreement, if the Service fails to meet the performance specifications of the Technical Appendix for: (a) a cumulative period of 10 hours during any consecutive 30-day period, or (b) any period of time following a catastrophic event under circumstances that make it clearly ascertainable that a failure described in clause (a) will occur, the Service shall, subject to Intelsat's confirmation, have suffered a "Confirmed Failure." All determinations as to Confirmed Failures should be made on an individual transponder segment by transponder segment basis. In the event of a Confirmed Failure, Intelsat may, subject to availability, employ certain redundant

equipment units on the Satellite or provide Service to Customer using another transponder which provides substantially similar coverage and performance or provide Service on another Intelsat satellite with substantially similar coverage and performance.

5. MISCELLANEOUS

5.1 **Billing Policy:** Intelsat will commence billing on the Service Start Date, whether services commence or not, unless the delay is solely and directly caused by Intelsat. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA. Intelsat shall return any remaining Deposit/Collateral to Customer when all Services under the MSA end and all liabilities are settled.

5.2 **Replacement Satellite:** During the term of this Service Order, Intelsat may replace the Satellite with another satellite that provides substantially similar coverage and performance ("Replacement Satellite"). Provided there is available substantially similar coverage and performance on the Replacement Satellite, Intelsat may provide such capacity to Customer, in which case it will provide replacement Technical Appendices to the Customer, and this Service Order will continue with such Replacement Satellite Service for the remainder of its term. Intelsat will use all reasonable efforts to minimize any disruption of operations while the Service is being transferred. In the event Intelsat either (a) takes the Satellite out of commercial service at its orbital location and does not replace the Satellite; or (b) replaces the Satellite with a Replacement Satellite but does not provide Replacement Satellite Service, this Service Order will automatically terminate on the date that the Satellite is taken out of commercial operation or redeployed.

5.3 **Transmission Plan:** Transmission plans must be submitted to Intelsat for approval at least 10 business days before the Service Start Date. Customer will be permitted, subject to Intelsat's approval, to modify the transmission plan from time to time. Intelsat reserves the right to charge Customer a reasonable fee for transmission plan modifications. All proposed modifications must be submitted at least 10 business days prior to their intended activation. Intelsat's approval of the transmission plan is not authorization for Customer to access the Intelsat space segment; a separate message from Intelsat will provide information to Customer for coordinating the activation of carriers. This Service Order is entered into with the understanding that this Service will not create harmful technical interference to other services. Should such interference occur, Customer assumes all liability. In addition, Intelsat reserves the right to ensure that no technical impairments are caused to other services, including, if necessary, terminating the Service.

5.4 **Earth Station Approval:** All Customer earth stations must be registered with Intelsat prior to the service start date. All antennas must be authorized in the host country by all relevant regulatory and licensing authorities. Registration is available via <https://my.intelsat.com>.

6. [***]

6.1 [***]

6.2 [***]

APPENDIX B

TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-22
Orbital Location:	72.1° East Longitude
Uplink Beam/Band:	MOKH / Ku-Band
Downlink Beam/Band:	MOKV / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-22 MOKH Uplink beam - MOKV Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] MHz transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 44.8 dBW ±1.0 dB, minimum beam reference G/T for the transponder is -0.9 dB/K ±1.5 dB. The SFD (at 0 dB/K G/T and 0 dB attenuation) is -107.4 dBW/m².

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

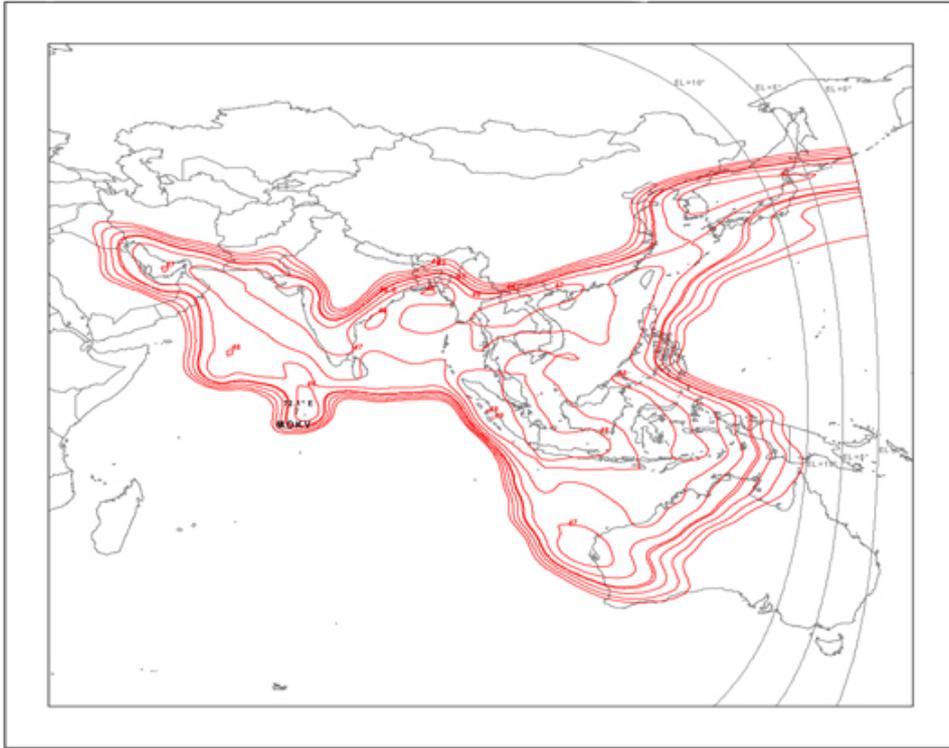
3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 39 steps in 1 dB increments per step.

3.1.2 Saturation. For the purposes of this Specification, saturation is defined as the point on the single carrier power-out versus power-in transfer curve corresponding to the operating point that provides the specified EIRP output power and simultaneously meets the required linearity.

3.1.3 SFD Gain Stability. The SFD shall not vary by more than ±1.5 dB over any 24 hour period and ±2 dB over the life of the Satellite for the specified coverage area.

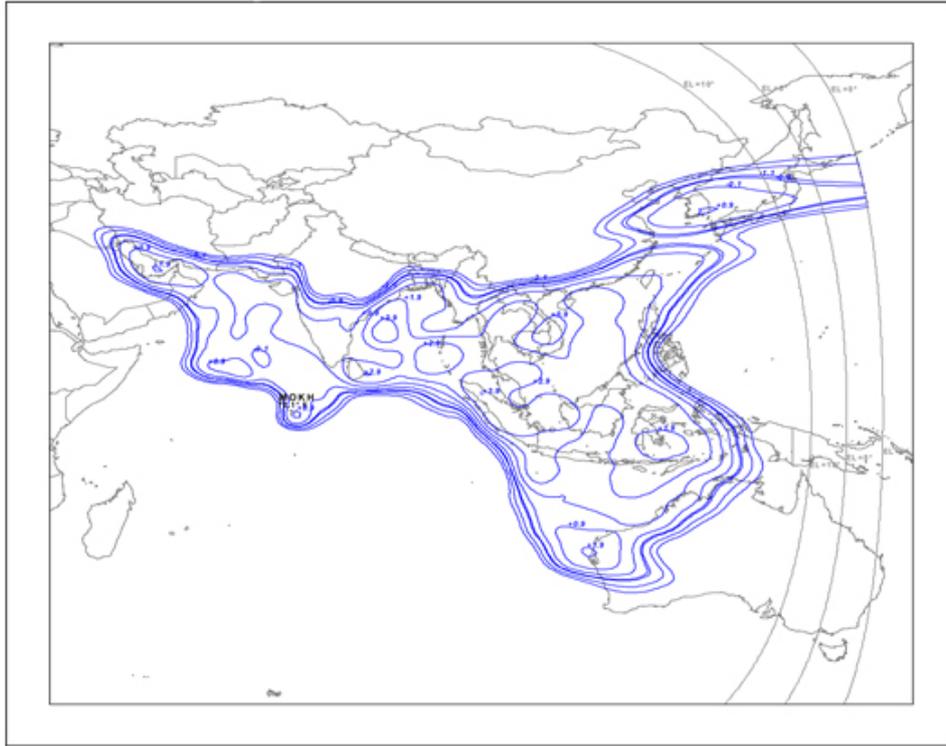
- a) Including the gain variations of the transponder.
- b) Excluding the use of ground commandable gain.
- c) Excluding effects of spacecraft attitude errors.
- d) Including antenna thermal distortion.

Figure B-1. IS-22 Ku-Band MOKV Downlink Beam with ± 1.0 dB for each beam contour



(EIRP Contours: 49.0, 48.0, 47.0, 46.0, 45.0, 44.8, 44.0, 43.0 dBW) ± 1.0 dB

Figure B-2. IS-22 Ku-Band MOKH Uplink Beam



(G/T Contours: +3.9, 2.9, 1.9, 0.9, -0.1, -0.9, -1.1, -2.1 dB/K)

3.1.4 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

<u>Mode</u>	<u>Output</u>	<u>Input</u> (see Note below)
Multi Carrier:	3.8 dB/composite	5.5 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	1.8 dB/composite	2.3 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.5 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.6 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below. The net translation error is not expected to exceed ± 7.5 kHz over the operating lifetime of the satellite, with variations over any 24 hours period not to exceed ± 1.5 kHz.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

APPENDIX C

EARTH STATION AND OPERATIONAL REQUIREMENTS FOR DIGITAL SERVICES VIA INTELSAT C-BAND AND KU-BAND TRANSPONDERS

1.0 **INTRODUCTION.** This document contains the earth station requirements and associated operational procedures for transmission via C-band and Ku-band transponders on all Intelsat satellites (collectively, the "Operational Requirements"). These Operational Requirements may be modified from time to time by Intelsat, in its reasonable discretion. Unless otherwise expressly defined herein, defined terms shall have the meanings ascribed to them in the applicable Agreement.

2.0 **EARTH STATION REQUIREMENTS.**

2.1 **Earth Station EIRP.** The required earth station Equivalent Isotropic Radiated Power (EIRP) per carrier is a function of the following:

- (1) the satellite receiver sensitivity (G/T),
- (2) the outage margin provided,
- (3) the location of the transmit and receive earth stations within the uplink and downlink beams, and,
- (4) the loading of the transponder (i.e., the number, type and frequency assignment of the various carriers within the transponder).

For full saturated transponder allocations, earth stations must be capable of transmitting a modulated carrier with an EIRP sufficient to achieve the nominal satellite SFD given in the Service Specifications with a margin of at least 2 dB.

For partial transponder allocations, the actual assigned operating EIRP for a given earth station will be specified in the Service Specifications, taking into account the actual transponder performance and loading prior to the time of the transmission.

2.2 **EIRP Stability.** The EIRP in the direction of the Satellite must, under clear sky conditions, be maintained to within +/-0.5 dB of the assigned operating EIRP; provided, however, in the event that the transponder transmitted to has multiple carriers, additional EIRP variation may be permitted, upon approval of Intelsat. Under no circumstances may the EIRP exceed the assigned value by more than 1 dB.

2.3 **Earth Station Transmit Gain Requirement.** The gain of the transmit antenna must be sufficient to yield the maximum EIRP, as defined in Section 2.1, with a maximum carrier power level at the transmit feed to be determined by coordination agreements reached by Intelsat with other networks. If antenna size resulting from above requirement is excessive, Intelsat may reduce requirement provided that adjacent satellite flux density limits are maintained. The uplink power of TV carriers, as measured at the transmit earth station antenna feed, shall not exceed any limits specified in this document.

2.4 **HPA Requirement.** In determining the HPA size for a given earth station, it is necessary not only for each earth station to meet the maximum EIRP requirements for each carrier transmitted, but also to meet the emission constraints set forth in Section 3.4 or 4.2, as applicable. If a given earth station is to transmit more than one carrier, the HPA may have to operate at an output backoff of several dB in order to meet the emission constraints, and therefore, must be sized accordingly.

2.5 **Antenna Performance.** The fixed (hub) earth stations shall satisfy the following transmit sidelobe performance envelopes:

$G < = 29 - 25 \log_{10} (q) \text{ dBi,}$	$1^\circ < q < = 7^\circ$
$G < = 8 \text{ dBi,}$	$7^\circ < q < = 9.2^\circ$
$G < = 32 - 25 \log_{10} (q) \text{ dBi}$	$9.2^\circ < q < = 48^\circ$
$G < = -10 \text{ dBi,}$	$q > 48^\circ$

where G is the gain of the sidelobe envelope, relative to an isotropic antenna, in the direction of the geostationary orbit and q is the angle in degrees between the main beam axis and the direction considered.

The aircraft earth stations antenna performance will be specified in terms of off axis EIRP density as follows:

For operations within the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-50 + (29-25*\text{Log}10 (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

For operations outside the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-45 + (29-25*\text{Log}10 (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

Where q is the angle in degrees between the main beam axis and the direction considered.

2.6 **Transmit Earth Station Polarization.**

For the fixed (hub) earth stations the earth station cross-polarization discrimination must be a minimum of 30 dB within the main beam of the earth station's transmit antenna pattern.

For aircraft earth stations the discrimination must be a minimum of 15 dB within the main beam of the earth station's transmit antenna pattern.

2.7 **Additional Requirements for Uplink Earth Stations operating in the 13.75 – 14.0 GHz Band.**

- (1) **Earth Stations operating in the United States and Possessions:** Unless otherwise expressly approved by Intelsat and then authorized by the FCC, the EIRP of any emission from any and all earth stations operating in the 13.75 - 14.0 GHz Band shall be at least 68 dBW and shall not exceed 85 dBW, with a minimum antenna diameter of 4.5 meters; provided, however, in the 13.772-13.778 GHz Band, the EIRP shall not exceed 71 dBW per 6 MHz, with a minimum antenna diameter of 4.5 meters.

- (2) Earth Stations operating outside of the United States and Possessions: With regard to all earth stations operating in the 13.75 – 14.0 GHz Band OUTSIDE of the United States and Possessions:
- (a) Earth Stations operating in the 13.75 – 14.0 GHz Band shall have a minimum diameter of 1.2 meters.
 - (b) EIRP emissions from any and all earth stations operating with an antenna diameter greater than or equal to 4.5 meters shall be at least 68 dBW and shall not exceed 85 dBW.
 - (c) Earth Stations operations in the 13.770 – 13.780 GHz Band shall have additional EIRP density limits as defined in International Telecommunications Union Radio Regulations No. 5.503.
 - (d) Without limitation to any of the foregoing conditions or any other conditions in this Attachment or the Agreement, all earth stations must, at all times, comply with all applicable domestic and international laws, rules, and regulations, as in effect from time to time.

3.0 ANALOG VIDEO SERVICE REQUIREMENTS

Not Applicable

4.0 DIGITAL SERVICE REQUIREMENTS

4.1 Modem Requirements. The Customer may use any digital, SCPC/PSK, MCPC/PSK satellite modem that meets their particular requirements, subject to the following constraints which are designed to ensure excess interference is not experienced by adjacent satellites or by other users of the Satellite:

- (1) Digital Modems - Scrambling must be provided to ensure that uniform spectral spreading is applied to the transmitted carrier at all times. A data scrambler built in accordance with ITU Rec. V.35, or a functionally equivalent unit with similar spectrum spreading characteristics, must be employed.
- (2) SCPC/PSK and MCPC/PSK - In general, any SCPC/PSK or MCPC/PSK modem which meets all relevant ITU recommendations is allowed, subject to prior approval by Intelsat.
- (3) Other Modems - The use of other modem types is subject to approval by Intelsat.

4.2 Emission Constraints. The transmit earth station must be equipped and operated in such a manner that spurious emission at the output of the antenna due to all sources does not exceed 4 dBW/4 kHz outside of the assigned carrier bandwidth.

4.3 Carrier Frequency Assignments. Intelsat shall assign Customer's uplink and/or downlink frequencies in accordance with the Agreement. Earth stations must be capable of operating at any frequency and polarization within the Service Transponder. For digital transmissions, frequencies will be assigned to the nearest 0.025 MHz. It is recommended that all transmit earth stations further be capable of operation across the entire satellite uplink frequency band as Intelsat may change carrier frequency assignments in accordance with the Agreement. Unless specifically approved by Intelsat, the aggregate allocated bandwidth of carriers within a multi-carrier transponder or allocation should not exceed 90% of Customer's total allocated bandwidth in order to provide flexibility in carrier assignments and to reduce the effects of intermodulation noise, adjacent carrier interference, co-channel interference, and adjacent satellite interference.

5.0 UPLINK REQUIREMENTS

5.1 Uplink Requirements. Before any transmit earth station may access a Intelsat satellite, it must demonstrate compliance with the technical requirements set forth in Sections 2.0, 3.0, and 4.0 and have approval from Intelsat's Network Operations Center. In order to ensure that the transmissions of a given earth station do not interfere with the transmissions of other earth stations utilizing the Satellite, or adjacent satellites, it is necessary that certain operational requirements be met. Specifically, users of Intelsat's digital transmission services must observe the following:

- (1) The EIRP in the direction of the Satellite must be maintained to within +/- 0.5 dB of the value specified by Intelsat, except under adverse weather conditions. This EIRP tolerance limit includes all earth station factors which affect EIRP variation, including HPA output power level stability and antenna pointing errors.
- (2) The center frequency of all transmitted carriers must be maintained to within +/- 0.025 R Hz (up to a maximum of +/- 10 kHz) of the value assigned by Intelsat. [Note - The transmission rate (R) is defined as the bit rate entering the QPSK modulator, i.e., it is the information rate plus overhead multiplied by the inverse of the FEC code rate.]
- (3) The frequency stability of the earth station receive chain must be consistent with the frequency acquisition and tracking capabilities of the demodulator. As a minimum, it is recommended that the short term (24 hour) receive chain stability be less than +/- 2 kHz and the long term stability (7 day) be less than +/- 10 kHz.
- (4) Any earth station transmitting to a Intelsat Satellite must be under the active control of the user. Specifically, the user must provide a means for immediate cessation of transmission in the event that notification is received from Intelsat that such a step is necessary to avoid harmful interference to other users or other satellite systems.

5.2 Uplink Restrictions. Except as may be permitted by Intelsat during a coordinated test period, no earth station operator shall transmit an unmodulated carrier through any transponder. The operation of each earth station must be in strict adherence with Customer's Intelsat-approved Transmission Plan. Any deviation from that Transmission Plan must be approved in advance by Intelsat. Under no circumstances shall any earth station transmit any RF carrier to any Intelsat satellite on a frequency not authorized by Intelsat, whether or not that frequency is in use by other stations.

5.3 Carrier line-up and in-service monitoring. Facilities must be provided by the user to measure the link parameters and transmission characteristics during initial carrier line-up. In addition, in-service monitoring by the user of the carrier EIRP and the received BER is required.

In order to perform initial carrier line-up the user must provide a means to measure and adjust the transmitted carrier level. This requirement can be satisfied if a directional coupler of known coupling factor is placed between the HPA output and the antenna feed input so as to permit accurate carrier power measurements to be performed. Means must also be provided by the user to allow the transmitted power level to be adjusted to an accuracy of +/- 0.5 dB, over the range 0 to minus 15 dB of the maximum EIRP specified in Service Specifications.

During initial carrier line-up it is also necessary for the user to be able to measure the Eb/No of the received carrier, either with a spectrum analyzer or through a filter of known bandwidth, and to perform bit-error-rate measurements using a pseudo-random test pattern.

During normal in-service operation, the user must monitor the carrier EIRP and the BER. The latter requirement can be satisfied through the use of the BER monitoring facility built into most digital modems.

5.4 Network Interface Considerations. If carriers transmitted via Intelsat's digital transmission service are to be interfaced with a synchronous data network or other synchronous equipment, it may be necessary for the user to equip the receive station with elastic buffer storage facilities (or their equivalent) to allow for time delay variations caused by Satellite motion. The amount of storage necessary is a function of the carrier transmission rate, the maximum diurnal Satellite motion, and the longitudinal drift rate. The maximum delay variation due to Satellite motion is expected to be 0.6 milliseconds (peak-to-peak, uplink plus downlink).

Data encryption may be employed by the user, provided that the basic transmission characteristics of the carrier are not affected (i.e., provided that the emission constraints set forth in Section 4.2 are satisfied).

While users are free to utilize any digital modem that meets the basic performance requirements outlined in this document, it is the users responsibility to ensure that the modems used on both ends of a given link are compatible, and that the network interface requirements for the users particular application are satisfied.

5.5 Customer Obligations and Use. Customer must, at all times, comply with the terms and conditions of Article III, including all of its Subsections, of the Master Agreement, which are incorporated herein by this reference.

5.6 Interference and Preemption Notices. In accordance with the terms and conditions of the Agreement, Customer shall maintain, at each Customer transmit facility, and shall provide Intelsat with a telephone number that is continuously staffed, at all time during which Customer is transmitting or receiving signals to or from the Satellite, and an automatic facsimile that shall be maintained in operation and capable of receiving messages from Intelsat, at all times. Said telephone and facsimile shall be maintained for the purpose of receiving notices from Intelsat regarding interference or other problems arising out of the provision of the Service on, or any use of the Service Transponder, including, without limitation, any decision by Intelsat to preempt or interrupt provision of the Service to Customer pursuant to the Agreement. **It is mandatory that the person who receives such messages has the technical capability and absolute authority to immediately terminate or modify the transmission if notified by Intelsat pursuant to the foregoing.** All such notices shall be effective upon the placement of the telephone call or transmission of a facsimile message by Intelsat to Customer. If, for any reason, Customer's telephone is not answered and its telecopier is incapable of receiving transmission, Intelsat's notice shall be deemed to have occurred at the time it attempts to place a telephone call or transmit a facsimile message to Customer. Intelsat shall promptly confirm telephone notices in writing.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

Intelsat Transponder Service Order
Service Order No. 25550

	Intelsat Information:	Customer Information:
Name:	Intelsat Corporation	Gogo LLC
Place/Type of Organization:	A Delaware corporation	
Address:	3400 International Drive, N.W.	1250 N. Arlington Heights Road, Suite 500
City/Country:	Washington, DC 20008	Itasca, IL 60143
Attention:	Assistant General Counsel, NA Sales	Saumil Mehta
Telephone:	(202) 944-7986	(630) 647-7207
Facsimile:	(202) 944-7529	
E-mail:	Na-contracts@intelsat.com	smehtha@gogoair.com

1. By signing and returning this Service Order No. 25439 (“**Service Order**”) to Intelsat, Gogo LLC (“**Customer**”) is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat Corporation (“**Intelsat**”). When executed by Intelsat, this Service Order shall become binding.
2. Provision of the Service is subject to Intelsat receiving from Customer any Deposit/Collateral specified below in a form acceptable to Intelsat at least 15 calendar days prior to the Service Start Date.
3. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced below which is incorporated herein by reference. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

Type of Service Order	<input checked="" type="checkbox"/> New Service	<input type="checkbox"/> Renewal	<input type="checkbox"/> Amendment
Master Service Agreement (“MSA”)	Type of MSA	Date 25 August 2008	
	Account 123639		
Deposit	[***]		
Billing Method	Monthly in advance		

Service ID (SVO) No.: 511905

Orbital Location/Satellite	302° East IS-21
Bandwidth (MHz)	[***] MHz
Up/Downlink Beam	MOKV/MOKH
Initial Transponder Allocation	[***]
Preemptibility	<input type="checkbox"/> Preemptible <input checked="" type="checkbox"/> Non-Preemptible
Service Start Date (SSD)	The later of: (i) the date upon which Intelsat certifies to Customer that the IS-21 satellite has been placed into operation at its Orbital Location, as defined above, or (ii) 15 May 2013 (Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.)
Service End Date (SED)	14 Oct 2018

Bandwidth & Payment Schedule

<u>SVO No.</u>	<u>Term</u>	<u>Service Fee (US\$)</u>
511905	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month
	[***]	[***] per SVO per month

4. The following Appendices attached hereto, all of which are incorporated herein by reference, shall collectively comprise this Transponder Service Order:

Technical Requirements

- Appendix A: Reserved/Not Applicable
- Appendix B: Technical Appendix for Transponder Segment Services (attached hereto)
- Appendix C: Operational Requirements for Intelsat Satellites. (attached hereto)

5. Each of the parties has duly executed and delivered this Service Order as of the latest date set forth below (the “**Execution Date**”).

INTELSAT CORPORATION
By: /s/ Patricia Casey
Name: Patricia Casey
Title: Senior VP and Deputy General Counsel
Date: August 21, 2012

GOGO LLC
By: /s/ Anand Chari
Name: Anand Chari
Title: CTO
Date: 8/17/12



ADDITIONAL TERMS AND CONDITIONS FOR TRANSPONDER SERVICES

1. THE SERVICE

Transponder Service is the supply of satellite capacity managed by Customer. Any renewal or extension of the Service will be the subject of a separate agreement.

1.1 Non-Preemptible Service: A Service that cannot be interrupted, suspended, or terminated to restore other Services.

1.2 Preemptible Service: A Service that may be interrupted, suspended, or terminated at any time. Customer must vacate the capacity immediately upon notification by Intelsat.

2. PREEMPTION

2.1 Notification of Preemption: Customer will specify in writing, prior to the Service Start Date, a telephone number at which English-speaking personnel may be reached by Intelsat on a 24 x 7 basis.

2.2 Failure to Vacate: If Customer continues to use a Service after its Service End Date, Intelsat may terminate the Service or continue to provide it on a preemptible basis for a price determined by Intelsat until terminated upon notice to Customer. Customer's payment of this fee does not authorize Customer to continue to use the Service.

3. SERVICE RESTORATION

3.1 Service Restoration: In the event any Service hereunder fails, Intelsat shall attempt to restore Customer's Service with Service on the Satellite or another Intelsat satellite with substantially similar coverage and performance. Such capacity will then become the Service. If Intelsat does not restore a failed Service hereunder, this Service Order will terminate without further liability as of the time of failure and any amounts prepaid by Customer for Services following the effective date of termination shall be returned to Customer.

3.2 Service Distribution and/or Wholesale Customer Agreement Customers: Annex F is deleted in its entirety and replaced with the following: In cases of satellite failure or malfunction, Intelsat will use reasonable efforts to restore affected Services in accordance with the relevant Service Order/Contract.

4. SERVICE INTERRUPTION CREDITS/OUTAGE CREDITS AND CONFIRMED FAILURE

4.1 A "Service Interruption" or "Confirmed Outage" occurs when Service materially fails to comply with the performance parameters in the relevant Technical Appendix, and such noncompliance is confirmed by Intelsat. A Confirmed Outage will be deemed to commence when Customer notifies Intelsat, and to end when Intelsat notifies Customer or Customer has actual knowledge that Service has been restored. Any period during which Customer uses the applicable Service will not count towards the duration of the Service Interruption or Confirmed Outage.

4.2 "Interruption Credit" or "Outage Credit" is a credit against future charges for the Service. Credits will be given for Service Interruptions or Confirmed Outages of one (1) hour or more, and will be calculated as a proportion of the monthly service charge, based on the number of hours in the month in which the Service Interruption or Confirmed Outage occurred.

4.3 Confirmed Failure: Subject to the provisions set forth in Sections 7.2 and 7.5 of the Master Service Agreement, if the Service fails to meet the performance specifications of the Technical Appendix for: (a) a cumulative period of 10 hours during any consecutive 30-day period, or (b) any period of time following a catastrophic event under circumstances that make it clearly ascertainable that a failure described in clause (a) will occur, the Service shall, subject to Intelsat's confirmation, have suffered a "Confirmed Failure." All determinations as to Confirmed Failures should be made on an individual transponder segment by transponder segment basis. In the event of a Confirmed Failure, Intelsat may, subject to availability, employ certain redundant equipment units on the Satellite or provide Service to Customer using another transponder which provides substantially similar coverage and performance or provide Service on another Intelsat satellite with substantially similar coverage and performance.

5. MISCELLANEOUS

5.1 Billing Policy: Intelsat will commence billing on the Service Start Date, whether services commence or not, unless the delay is solely and directly caused by Intelsat. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA. Intelsat shall return any remaining Deposit/Collateral to Customer when all Services under the MSA end and all liabilities are settled.

5.2 Replacement Satellite: During the term of this Service Order, Intelsat may replace the Satellite with another satellite that provides substantially similar coverage and performance ("**Replacement Satellite**"). Provided there is available substantially similar coverage and performance on the Replacement Satellite, Intelsat may provide such capacity to Customer, in which case it will provide replacement Technical Appendices to the Customer, and this Service Order will continue with such Replacement Satellite Service for the remainder of its term. Intelsat will use all reasonable efforts to minimize any disruption of operations while the Service is being transferred. In the event Intelsat either (a) takes the Satellite out of commercial service at its orbital location and does not replace the Satellite; or (b) replaces the Satellite with a Replacement Satellite but does not provide Replacement Satellite Service, this Service Order will automatically terminate on the date that the Satellite is taken out of commercial operation or redeployed.

5.3 Transmission Plan: Transmission plans must be submitted to Intelsat for approval at least 10 business days before the Service Start Date. Customer will be permitted, subject to Intelsat's approval, to modify the transmission plan from time to time. Intelsat reserves the right to charge Customer a reasonable fee for transmission plan modifications. All proposed modifications must be submitted at least 10 business days prior to their intended activation. Intelsat's approval of the transmission plan is not authorization for Customer to access the Intelsat space segment; a separate message from Intelsat will provide information to Customer for coordinating the activation of carriers. This Service Order is entered into with the understanding that this Service will not create harmful technical interference to other services. Should such interference occur, Customer assumes all liability. In addition, Intelsat reserves the right to ensure that no technical impairments are caused to other services, including, if necessary, terminating the Service.

5.4 Earth Station Approval: All Customer earth stations must be registered with Intelsat prior to the service start date. All antennas must be authorized in the host country by all relevant regulatory and licensing authorities. Registration is available via <https://my.intelsat.com>.

6. [***]

6.1 [***]

6.2 [***]

APPENDIX B
TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-21
Orbital Location:	302° East Longitude
Uplink Beam/Band:	MOKV / Ku-Band
Downlink Beam/Band:	MOKH / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

The satellite parameters indicated in this Technical Appendix are preliminary in nature, and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of Satellite In Orbit Testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-21 MOKV Uplink beam - MOKH Downlink beam. As described further herein the specifications are applicable to a full transponder allocation on a [***] MHz transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

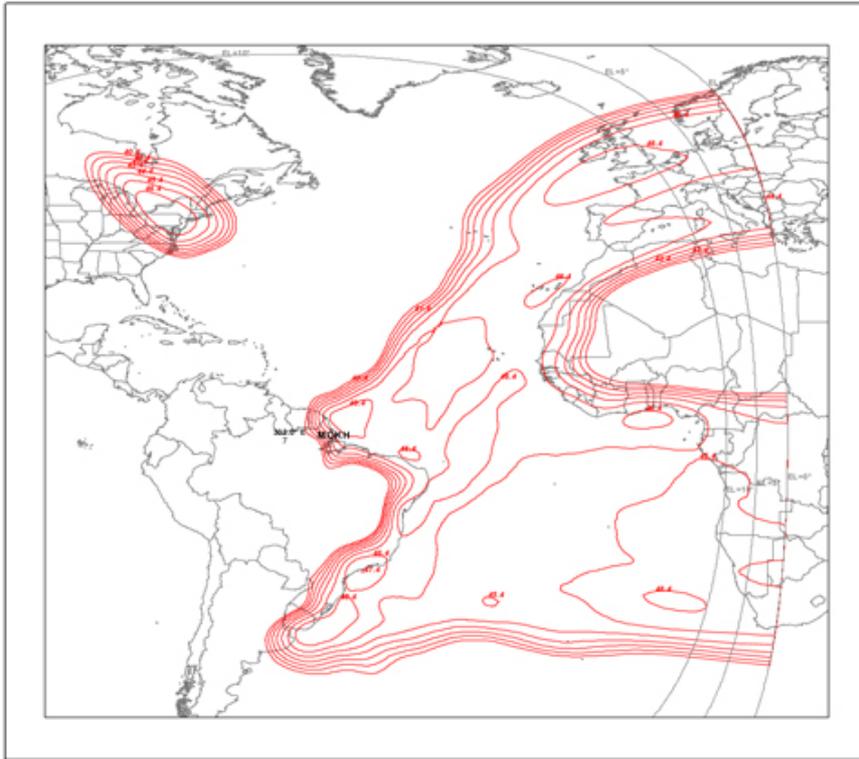
3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 43.4 dBW ±1.0 dB, minimum beam reference G/T for the transponder is -2.2 dB/K ±1.5 dB. The SFD setting and other performance characteristics have not been finalized yet and therefore are not available at this time.

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 35 steps in 1 dB increments per step.

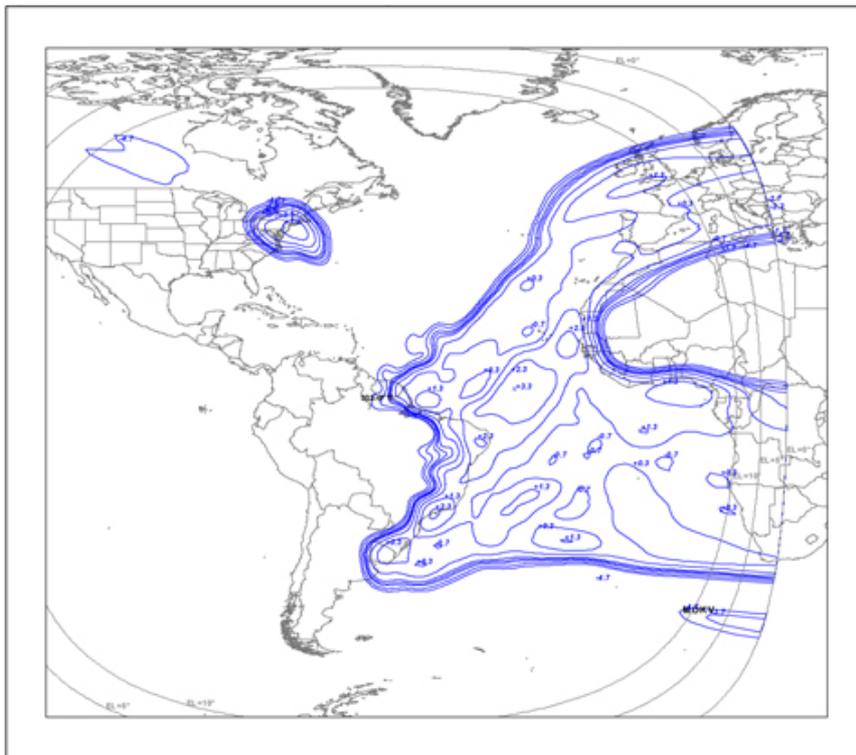
Figure B-1. IS-21 Ku-Band MOKH Downlink Beam with ± 1.0 dB for each beam contour



(EIRP Contours: 47.4, 46.4, 45.4, 44.4, 43.4, 42.4, 41.4 dBW) ± 1.0 dB

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Figure B-2. IS-21 Ku-Band MOKV Uplink Beam with ±1.5 dB for each beam contour



(G/T Contours: +3.3, 2.3, 1.3, 0.3, -0.7, -1.7, -2.2, -2.7, -3.7 dB/K) ±1.5 dB

3.1.2 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

Mode	Output	Input (see Note below)
Multi Carrier:	3.8 dB/composite	5.5 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	1.8 dB/composite	2.3 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.1.3 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.4 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 27 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 1 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 1 below.

Table 1. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

**EARTH STATION AND OPERATIONAL REQUIREMENTS
FOR DIGITAL SERVICES VIA INTELSAT C-BAND AND KU-BAND TRANSPONDERS**

1.0 **INTRODUCTION.** This document contains the earth station requirements and associated operational procedures for transmission via C-band and Ku-band transponders on all Intelsat satellites (collectively, the “Operational Requirements”). These Operational Requirements may be modified from time to time by Intelsat, in its reasonable discretion. Unless otherwise expressly defined herein, defined terms shall have the meanings ascribed to them in the applicable Agreement.

2.0 **EARTH STATION REQUIREMENTS.**

2.1 **Earth Station EIRP.** The required earth station Equivalent Isotropic Radiated Power (EIRP) per carrier is a function of the following:

- (1) the satellite receiver sensitivity (G/T),
- (2) the outage margin provided,
- (3) the location of the transmit and receive earth stations within the uplink and downlink beams, and,
- (4) the loading of the transponder (i.e., the number, type and frequency assignment of the various carriers within the transponder).

For full saturated transponder allocations, earth stations must be capable of transmitting a modulated carrier with an EIRP sufficient to achieve the nominal satellite SFD given in the Service Specifications with a margin of at least 2 dB.

For partial transponder allocations, the actual assigned operating EIRP for a given earth station will be specified in the Service Specifications, taking into account the actual transponder performance and loading prior to the time of the transmission.

2.2 **EIRP Stability.** The EIRP in the direction of the Satellite must, under clear sky conditions, be maintained to within +/-0.5 dB of the assigned operating EIRP; provided, however, in the event that the transponder transmitted to has multiple carriers, additional EIRP variation may be permitted, upon approval of Intelsat. Under no circumstances may the EIRP exceed the assigned value by more than 1 dB.

2.3 **Earth Station Transmit Gain Requirement.** The gain of the transmit antenna must be sufficient to yield the maximum EIRP, as defined in Section 2.1, with a maximum carrier power level at the transmit feed to be determined by coordination agreements reached by Intelsat with other networks. If antenna size resulting from above requirement is excessive, Intelsat may reduce requirement provided that adjacent satellite flux density limits are maintained. The uplink power of TV carriers, as measured at the transmit earth station antenna feed, shall not exceed any limits specified in this document.

2.4 **HPA Requirement.** In determining the HPA size for a given earth station, it is necessary not only for each earth station to meet the maximum EIRP requirements for each carrier transmitted, but also to meet the emission constraints set forth in Section 3.4 or 4.2, as applicable. If a given earth station is to transmit more than one carrier, the HPA may have to operate at an output backoff of several dB in order to meet the emission constraints, and therefore, must be sized accordingly.

2.5 **Antenna Performance**

The fixed (hub) earth stations shall satisfy the following transmit sidelobe performance envelopes:

$G < = 29 - 25 \log_{10} (q) \text{ dBi,}$	$1^\circ < q < = 7^\circ$
$G < = 8 \text{ dBi,}$	$7^\circ < q < = 9.2^\circ$
$G < = 32 - 25 \log_{10} (q) \text{ dBi}$	$9.2^\circ < q < = 48^\circ$
$G < = -10 \text{ dBi,}$	$q > 48^\circ$

where G is the gain of the sidelobe envelope, relative to an isotropic antenna, in the direction of the geostationary orbit and q is the angle in degrees between the main beam axis and the direction considered.

The aircraft earth stations antenna performance will be specified in terms of off axis EIRP density as follows:

For operations within the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-50 + (29-25*\text{Log}_{10} (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

For operations outside the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-45 + (29-25*\text{Log}_{10} (q)) \text{ dBW/Hz} \quad 1.5^\circ \leq q \leq 7^\circ$$

Where q is the angle in degrees between the main beam axis and the direction considered.

2.6 **Transmit Earth Station Polarization.**

For the fixed (hub) earth stations the earth station cross-polarization discrimination must be a minimum of 30 dB within the main beam of the earth station’s transmit antenna pattern.

For aircraft earth stations the discrimination must be a minimum of 15 dB within the main beam of the earth station’s transmit antenna pattern.

2.7 Additional Requirements for Uplink Earth Stations operating in the 13.75 – 14.0 GHz Band.

- (1) Earth Stations operating in the United States and Possessions: Unless otherwise expressly approved by Intelsat and then authorized by the FCC, the EIRP of any emission from any and all earth stations operating in the 13.75—14.0 GHz Band shall be at least 68 dBW and shall not exceed 85 dBW, with a minimum antenna diameter of 4.5 meters; provided, however, in the 13.772-13.778 GHz Band, the EIRP shall not exceed 71 dBW per 6 MHz, with a minimum antenna diameter of 4.5 meters.
- (2) Earth Stations operating outside of the United States and Possessions: With regard to all earth stations operating in the 13.75 – 14.0 GHz Band OUTSIDE of the United States and Possessions:
 - (a) Earth Stations operating in the 13.75 – 14.0 GHz Band shall have a minimum diameter of 1.2 meters.
 - (b) EIRP emissions from any and all earth stations operating with an antenna diameter greater than or equal to 4.5 meters shall be at least 68 dBW and shall not exceed 85 dBW.
 - (c) Earth Stations operations in the 13.770 – 13.780 GHz Band shall have additional EIRP density limits as defined in International Telecommunications Union Radio Regulations No. 5.503.
 - (d) Without limitation to any of the foregoing conditions or any other conditions in this Attachment or the Agreement, all earth stations must, at all times, comply with all applicable domestic and international laws, rules, and regulations, as in effect from time to time.

3.0 ANALOG VIDEO SERVICE REQUIREMENTS

Not Applicable

4.0 DIGITAL SERVICE REQUIREMENTS

4.1 Modem Requirements. The Customer may use any digital, SCPC/PSK, MCPC/PSK satellite modem that meets their particular requirements, subject to the following constraints which are designed to ensure excess interference is not experienced by adjacent satellites or by other users of the Satellite:

- (1) Digital Modems - Scrambling must be provided to ensure that uniform spectral spreading is applied to the transmitted carrier at all times. A data scrambler built in accordance with ITU Rec. V.35, or a functionally equivalent unit with similar spectrum spreading characteristics, must be employed.
- (2) SCPC/PSK and MCPC/PSK - In general, any SCPC/PSK or MCPC/PSK modem which meets all relevant ITU recommendations is allowed, subject to prior approval by Intelsat.
- (3) Other Modems - The use of other modem types is subject to approval by Intelsat.

4.2 Emission Constraints. The transmit earth station must be equipped and operated in such a manner that spurious emission at the output of the antenna due to all sources does not exceed 4 dBW/4 kHz outside of the assigned carrier bandwidth.

4.3 Carrier Frequency Assignments. Intelsat shall assign Customer's uplink and/or downlink frequencies in accordance with the Agreement. Earth stations must be capable of operating at any frequency and polarization within the Service Transponder. For digital transmissions, frequencies will be assigned to the nearest 0.025 MHz. It is recommended that all transmit earth stations further be capable of operation across the entire satellite uplink frequency band as Intelsat may change carrier frequency assignments in accordance with the Agreement. Unless specifically approved by Intelsat, the aggregate allocated bandwidth of carriers within a multi-carrier transponder or allocation should not exceed 90% of Customer's total allocated bandwidth in order to provide flexibility in carrier assignments and to reduce the effects of intermodulation noise, adjacent carrier interference, co-channel interference, and adjacent satellite interference.

5.0 UPLINK REQUIREMENTS

5.1 Uplink Requirements. Before any transmit earth station may access a Intelsat satellite, it must demonstrate compliance with the technical requirements set forth in Sections 2.0, 3.0, and 4.0 and have approval from Intelsat's Network Operations Center. In order to ensure that the transmissions of a given earth station do not interfere with the transmissions of other earth stations utilizing the Satellite, or adjacent satellites, it is necessary that certain operational requirements be met. Specifically, users of Intelsat's digital transmission services must observe the following:

- (1) The EIRP in the direction of the Satellite must be maintained to within +/- 0.5 dB of the value specified by Intelsat, except under adverse weather conditions. This EIRP tolerance limit includes all earth station factors which affect EIRP variation, including HPA output power level stability and antenna pointing errors.

- (2) The center frequency of all transmitted carriers must be maintained to within $\pm 0.025 R$ Hz (up to a maximum of ± 10 kHz) of the value assigned by Intelsat. [Note - The transmission rate (R) is defined as the bit rate entering the QPSK modulator, i.e., it is the information rate plus overhead multiplied by the inverse of the FEC code rate.]
- (3) The frequency stability of the earth station receive chain must be consistent with the frequency acquisition and tracking capabilities of the demodulator. As a minimum, it is recommended that the short term (24 hour) receive chain stability be less than ± 2 kHz and the long term stability (7 day) be less than ± 10 kHz.
- (4) Any earth station transmitting to a Intelsat Satellite must be under the active control of the user. Specifically, the user must provide a means for immediate cessation of transmission in the event that notification is received from Intelsat that such a step is necessary to avoid harmful interference to other users or other satellite systems.

5.2 Uplink Restrictions. Except as may be permitted by Intelsat during a coordinated test period, no earth station operator shall transmit an unmodulated carrier through any transponder. The operation of each earth station must be in strict adherence with Customer's Intelsat-approved Transmission Plan. Any deviation from that Transmission Plan must be approved in advance by Intelsat. Under no circumstances shall any earth station transmit any RF carrier to any Intelsat satellite on a frequency not authorized by Intelsat, whether or not that frequency is in use by other stations.

5.3 Carrier line-up and in-service monitoring. Facilities must be provided by the user to measure the link parameters and transmission characteristics during initial carrier line-up. In addition, in-service monitoring by the user of the carrier EIRP and the received BER is required.

In order to perform initial carrier line-up the user must provide a means to measure and adjust the transmitted carrier level. This requirement can be satisfied if a directional coupler of known coupling factor is placed between the HPA output and the antenna feed input so as to permit accurate carrier power measurements to be performed. Means must also be provided by the user to allow the transmitted power level to be adjusted to an accuracy of +/- 0.5 dB, over the range 0 to minus 15 dB of the maximum EIRP specified in Service Specifications.

During initial carrier line-up it is also necessary for the user to be able to measure the Eb/No of the received carrier, either with a spectrum analyzer or through a filter of known bandwidth, and to perform bit-error-rate measurements using a pseudo-random test pattern.

During normal in-service operation, the user must monitor the carrier EIRP and the BER. The latter requirement can be satisfied through the use of the BER monitoring facility built into most digital modems.

5.4 Network Interface Considerations. If carriers transmitted via Intelsat's digital transmission service are to be interfaced with a synchronous data network or other synchronous equipment, it may be necessary for the user to equip the receive station with elastic buffer storage facilities (or their equivalent) to allow for time delay variations caused by Satellite motion. The amount of storage necessary is a function of the carrier transmission rate, the maximum diurnal Satellite motion, and the longitudinal drift rate. The maximum delay variation due to Satellite motion is expected to be 0.6 milliseconds (peak-to-peak, uplink plus downlink).

Data encryption may be employed by the user, provided that the basic transmission characteristics of the carrier are not affected (i.e., provided that the emission constraints set forth in Section 4.2 are satisfied).

While users are free to utilize any digital modem that meets the basic performance requirements outlined in this document, it is the users responsibility to ensure that the modems used on both ends of a given link are compatible, and that the network interface requirements for the users particular application are satisfied.

5.5 Customer Obligations and Use. Customer must, at all times, comply with the terms and conditions of Article III, including all of its Subsections, of the Master Agreement, which are incorporated herein by this reference.

5.6 Interference and Preemption Notices. In accordance with the terms and conditions of the Agreement, Customer shall maintain, at each Customer transmit facility, and shall provide Intelsat with a telephone number that is continuously staffed, at all time during which Customer is transmitting or receiving signals to or from the Satellite, and an automatic facsimile that shall be maintained in operation and capable of receiving messages from Intelsat, at all times. Said telephone and facsimile shall be maintained for the purpose of receiving notices from Intelsat regarding interference or other problems arising out of the provision of the Service on, or any use of the Service Transponder, including, without limitation, any decision by Intelsat to preempt or interrupt provision of the Service to Customer pursuant to the Agreement. **It is mandatory that the person who receives such messages has the technical capability and absolute authority to immediately terminate or modify the transmission if notified by Intelsat pursuant to the foregoing.** All such notices shall be effective upon the placement of the telephone call or transmission of a facsimile message by Intelsat to Customer. If, for any reason, Customer's telephone is not answered and its telecopier is incapable of receiving transmission, Intelsat's notice shall be deemed to have occurred at the time it attempts to place a telephone call or transmit a facsimile message to Customer. Intelsat shall promptly confirm telephone notices in writing.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

INTELSAT

**Intelsat Transponder Service Order
Service Order No. 25438**

	<u>Intelsat Information:</u>	<u>Customer Information:</u>
Name:	Intelsat Corporation	Gogo LLC
Place/Type of Organization:	A Delaware corporation	
Address:	3400 International Drive, N.W.	1250 N. Arlington Heights Road, Suite 500
City/Country:	Washington, DC 20008	Itasca, IL 60143
Attention:	Assistant General Counsel, NA Sales	Saumil Mehta
Telephone:	(202) 944-7986	(630) 647-7207
Facsimile:	(202) 944-7529	
E-mail:	Na-contracts@intelsat.com	smehta@gogoair.com

- By signing and returning this Service Order No. 25438 (“**Service Order**”) to Intelsat, Gogo LLC (“**Customer**”) is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat Corporation (“**Intelsat**”). When executed by Intelsat, this Service Order shall become binding.
- Provision of the Service is subject to Intelsat receiving from Customer any Deposit/Collateral specified below in a form acceptable to Intelsat at least 15 calendar days prior to the Service Start Date.
- This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced below which is incorporated herein by reference. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

Type of Service Order**Master Service Agreement (“MSA”)**

New Service Renewal Amendment
 Master Service Agreement No. 21078, dated 25 August 2008
 Account 123639
 [***]
 Monthly in advance

Deposit**Billing Method**

SVO-511938

Orbital Location/Satellite**Bandwidth (MHz)****Up/Downlink Beam****Initial Transponder Allocation****Preemptibility****Service Start Date (SSD)**

315° East IS-14

[***] MHz

AMKV/AMKH

[***]

 Preemptible Non-Preemptible

The later to occur of (a) 1 June 2013, or (b) 60 days following the date upon which the IS-27 is placed into commercial operation at its designated orbital location. The Service Start Date is subject to another Intelsat customer releasing the IS-14 capacity hereunder, failing which Intelsat shall notify Customer of the revised Service Start and End Dates.

(Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.)

Service End Date (SED)

30 Nov 2018

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Page 1 of 15

Bandwidth & Payment Schedule

<u>SVO</u>	<u>Term</u>	<u>Service Fee</u>
	[***]	[***]
	[***]	[***]
511938	[***]	[***]
	[***]	[***]
	[***]	[***]
	[***]	[***]

4. The following Appendices attached hereto, all of which are incorporated herein by reference, shall collectively comprise this Transponder Service Order:

Technical Requirements

- Appendix A: Reserved/Not Applicable
- Appendix B: Technical Appendix for Transponder Segment Services (attached hereto)
- Appendix C: Operational Requirements for Intelsat Satellites. (attached hereto)

5. Each of the parties has duly executed and delivered this Service Order as of the latest date set forth below (the "Execution Date").

INTELSAT CORPORATION

GOGO LLC

By: /s/ Patricia Casey
Name: Patricia A. Casey
Title: SVP & Deputy General Counsel
Date: September 17, 2012

By: /s/ Anand Chari
Name: Anand Chari
Title: CFO
Date: September 13, 2012

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**ADDITIONAL TERMS AND CONDITIONS
FOR TRANSPONDER SERVICES**

1. THE SERVICE

Transponder Service is the supply of satellite capacity managed by Customer. Any renewal or extension of the Service will be the subject of a separate agreement.

1.1 Non-Preemptible Service: A Service that cannot be interrupted, suspended, or terminated to restore other Services.

1.2 Preemptible Service: A Service that may be interrupted, suspended, or terminated at any time. Customer must vacate the capacity immediately upon notification by Intelsat.

2. PREEMPTION

2.1 Notification of Preemption: Customer will specify in writing, prior to the Service Start Date, a telephone number at which English-speaking personnel may be reached by Intelsat on a 24 x 7 basis.

2.2 Failure to Vacate: If Customer continues to use a Service after its Service End Date, Intelsat may terminate the Service or continue to provide it on a preemptible basis for a price determined by Intelsat until terminated upon notice to Customer. Customer's payment of this fee does not authorize Customer to continue to use the Service.

3. SERVICE RESTORATION

3.1 Service Restoration: In the event any Service hereunder fails, Intelsat shall attempt to restore Customer's Service with Service on the Satellite or another Intelsat satellite with substantially similar coverage and performance. Such capacity will then become the Service. If Intelsat does not restore a failed Service hereunder, this Service Order will terminate without further liability as of the time of failure and any amounts prepaid by Customer for Services following the effective date of termination shall be returned to Customer.

3.2 Service Distribution and/or Wholesale Customer Agreement Customers: Annex F is deleted in its entirety and replaced with the following: In cases of satellite failure or malfunction, Intelsat will use reasonable efforts to restore affected Services in accordance with the relevant Service Order/Contract.

4. SERVICE INTERRUPTION CREDITS/OUTAGE CREDITS AND CONFIRMED FAILURE

4.1 A "Service Interruption" or "Confirmed Outage" occurs when Service materially fails to comply with the performance parameters in the relevant Technical Appendix, and such noncompliance is confirmed by Intelsat. A Confirmed Outage will be deemed to commence when Customer notifies Intelsat, and to end when Intelsat notifies Customer or Customer has actual knowledge that Service has been restored. Any period during which Customer uses the applicable Service will not count towards the duration of the Service Interruption or Confirmed Outage.

4.2 "Interruption Credit" or "Outage Credit" is a credit against future charges for the Service. Credits will be given for Service Interruptions or Confirmed Outages of one (1) hour or more, and will be calculated as a proportion of the monthly service charge, based on the number of hours in the month in which the Service Interruption or Confirmed Outage occurred.

4.3 Confirmed Failure: Subject to the provisions set forth in Sections 7.2 and 7.5 of the Master Service Agreement, if the Service fails to meet the performance specifications of the Technical Appendix for: (a) a cumulative period of 10 hours during any consecutive 30-day period, or (b) any period of time

following a catastrophic event under circumstances that make it clearly ascertainable that a failure described in clause (a) will occur, the Service shall, subject to Intelsat's confirmation, have suffered a "Confirmed Failure." All determinations as to Confirmed Failures should be made on an individual transponder segment by transponder segment basis. In the event of a Confirmed Failure, Intelsat may, subject to availability, employ certain redundant equipment units on the Satellite or provide Service to Customer using another transponder which provides substantially similar coverage and performance or provide Service on another Intelsat satellite with substantially similar coverage and performance.

5. MISCELLANEOUS

5.1 **Billing Policy:** Intelsat will commence billing on the Service Start Date, whether services commence or not, unless the delay is solely and directly caused by Intelsat. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA. Intelsat shall return any remaining Deposit/Collateral to Customer when all Services under the MSA end and all liabilities are settled.

5.2 **Replacement Satellite:** During the term of this Service Order, Intelsat may replace the Satellite with another satellite that provides substantially similar coverage and performance ("**Replacement Satellite**"). Provided there is available substantially similar coverage and performance on the Replacement Satellite, Intelsat may provide such capacity to Customer, in which case it will provide replacement Technical Appendices to the Customer, and this Service Order will continue with such Replacement Satellite Service for the remainder of its term. Intelsat will use all reasonable efforts to minimize any disruption of operations while the Service is being transferred. In the event Intelsat either (a) takes the Satellite out of commercial service at its orbital location and does not replace the Satellite; or (b) replaces the Satellite with a Replacement Satellite but does not provide Replacement Satellite Service, this Service Order will automatically terminate on the date that the Satellite is taken out of commercial operation or redeployed.

5.3 **Transmission Plan:** Transmission plans must be submitted to Intelsat for approval at least 10 business days before the Service Start Date. Customer will be permitted, subject to Intelsat's approval, to modify the transmission plan from time to time. Intelsat reserves the right to charge Customer a reasonable fee for transmission plan modifications. All proposed modifications must be submitted at least 10 business days prior to their intended activation. Intelsat's approval of the transmission plan is not authorization for Customer to access the Intelsat space segment; a separate message from Intelsat will provide information to Customer for coordinating the activation of carriers. This Service Order is entered into with the understanding that this Service will not create harmful technical interference to other services. Should such interference occur, Customer assumes all liability. In addition, Intelsat reserves the right to ensure that no technical impairments are caused to other services, including, if necessary, terminating the Service.

5.4 **Earth Station Approval:** All Customer earth stations must be registered with Intelsat prior to the service start date. All antennas must be authorized in the host country by all relevant regulatory and licensing authorities. Registration is available via <https://my.intelsat.com>.

6. [***]

6.1 [***]

APPENDIX B
TECHNICAL APPENDIX

Satellite Information

Satellite:	IS-14
Orbital Location:	315° East Longitude
Uplink Beam/Band:	AMKH / Ku-Band
Downlink Beam/Band:	AMKV / Ku-Band
Nominal Transponder Bandwidth:	[***] MHz
Customer Transponder Capacity Allocation:	[***] MHz

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-14 AMKH Uplink beam - AMKV Downlink beam. As described further herein the specifications are applicable to a fractional transponder allocation on a [***] MHz transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

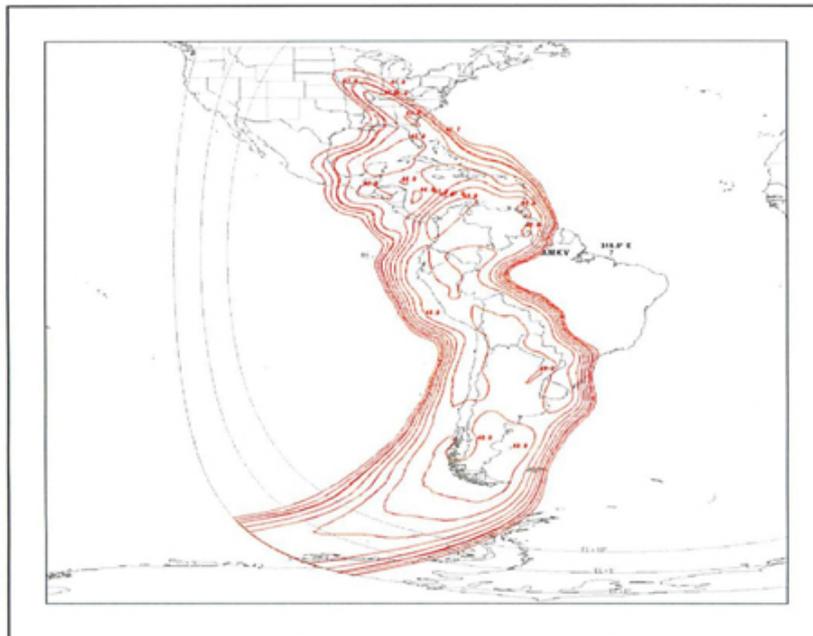
3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 43.7 dBW ±1.0 dB, minimum beam reference G/T for the transponder is -2.4 dB/K ±1.5 dB. The SFD (at 0 dB/K G/T and 0 dB attenuation) is -100.9 dBW/m².

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

- 3.1.1 Input Attenuators. The gain of each transponder is adjustable by ground command over a range of 0 to 31 steps in 1 dB increments per step.
- 3.1.2 Saturation. For the purposes of this Specification, saturation is defined as the point on the single carrier power-out versus power-in transfer curve corresponding to the operating point that provides the specified EIRP output power and simultaneously meets the required linearity.
- 3.1.3 SFD Gain Stability. The SFD shall not vary by more than ±1 dB over any 24 hour period and ±2.4 dB over the life of the Satellite for the specified coverage area.

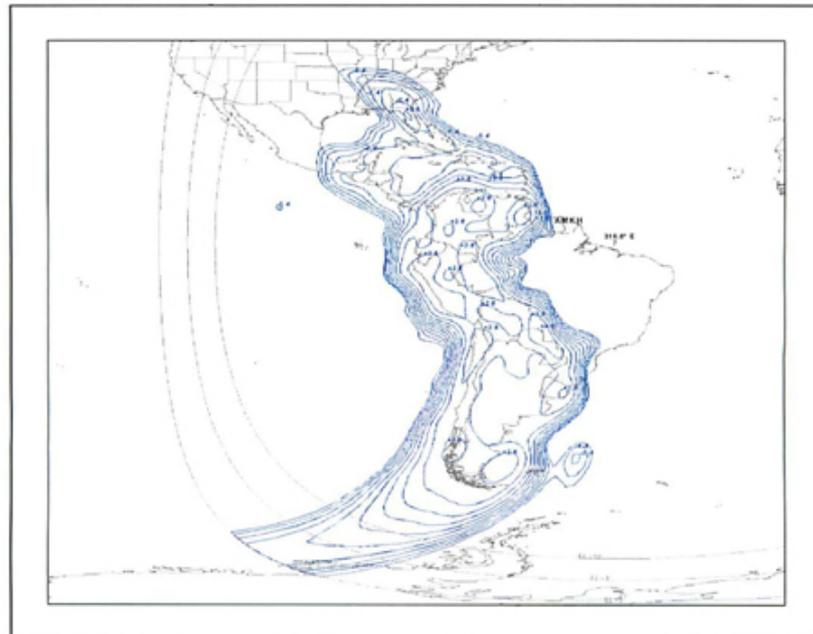
- (a) Including the gain variations of the transponder.
- (b) Excluding the use of ground commandable gain.
- (c) Excluding effects of spacecraft attitude errors.
- (d) Including antenna thermal distortion.

Figure B-1. IS-14 Ku-Band AMKV Downlink Beam



(EIRP Contours: 49.9, 48.9, 47.9, 46.9, 45.9, 44.9, 43.9, 43.7, 42.9, 41.9 dBW)

Figure B-2. IS-14 Ku-Band AMKH Uplink Beam



(G/T Contours: +4.6, 3.6, 2.6, 1.6, 0.6, -0.4, -1.4, -2.4, -3.4, -4.4 dB/K)

3.1.4 Two Carriers and Multi-carrier Operation. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. The bandwidth and power specifications for a fractional transponder segment are contained in Table 1. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

<u>Mode</u>	<u>Output</u>	<u>Input</u> (see Note below)
Multi Carrier:	4.0 dB/composite	6.1 dB/composite
Single Carrier (in fractional lease, 2-carriers per transponder):	2.5 dB/composite	4.1 dB/composite

Note: For operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals..

**Table 1. Fractional Transponder Allocation Specifications
Intelsat 14 Ku-Band AMKV Downlink Beam (Ku-Band AMKH Uplink Beam)**

Transponder Bandwidth:	[***]
Allocated Bandwidth:	[***]
Transponder Composite Output Backoff:	[***]
Additional Output Backoff:	[***]
Total Output Backoff:	[***]
Beam Reference Contour EIRP	[***]
Maximum Available EIRP (Beam Reference Contour)	[***]

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The Approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

Notes:

1. Specified full transponder EIRP values in Section 3.1 must be adjusted by the value shown.
 2. Output backoff is the controlling value. Input backoff must be adjusted to meet output backoff requirements.
 3. Prior to carrier activation, additional transponder parameters for designated space segment (i.e., frequencies, SFD) will be provided.
- 3.1.5 EIRP Chance Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.6 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 30 dB for most locations within the Beam Reference Contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 2 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 2 below. The net translation error is not expected to exceed ± 12.75 kHz over the operating lifetime of the satellite, with variations over any 24 hours period not to exceed ± 3.37 kHz

Table 2. Frequency Range and Corresponding Translation Frequency

<u>Uplink Band</u> [***]	<u>Downlink Band</u> [***]	<u>Translation Frequency</u> [***]
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End of Appendix B.

**Earth Station and Operational Requirements
For Digital Services Via Intelsat C-Band And Ku-Band Transponders**

1.0 INTRODUCTION. This document contains the earth station requirements and associated operational procedures for transmission via C-band and Ku-band transponders on all Intelsat satellites (collectively, the “Operational Requirements”). These Operational Requirements may be modified from time to time by Intelsat, in its reasonable discretion. Unless otherwise expressly defined herein, defined terms shall have the meanings ascribed to them in the applicable Agreement.

2.0 EARTH STATION REQUIREMENTS.

2.1 Earth Station EIRP. The required earth station Equivalent Isotropic Radiated Power (EIRP) per carrier is a function of the following:

- (1) the satellite receiver sensitivity (G/T),
- (2) the outage margin provided,
- (3) the location of the transmit and receive earth stations within the uplink and downlink beams, and,
- (4) the loading of the transponder (i.e., the number, type and frequency assignment of the various carriers within the transponder).

For full saturated transponder allocations, earth stations must be capable of transmitting a modulated carrier with an EIRP sufficient to achieve the nominal satellite SFD given in the Service Specifications with a margin of at least 2 dB.

For partial transponder allocations, the actual assigned operating EIRP for a given earth station will be specified in the Service Specifications, taking into account the actual transponder performance and loading prior to the time of the transmission.

2.2 EIRP Stability. The EIRP in the direction of the Satellite must, under clear sky conditions, be maintained to within +/-0.5 dB of the assigned operating EIRP; provided, however, in the event that the transponder transmitted to has multiple carriers, additional EIRP variation may be permitted, upon approval of Intelsat. Under no circumstances may the EIRP exceed the assigned value by more than 1 dB.

2.3 Earth Station Transmit Gain Requirement. The gain of the transmit antenna must be sufficient to yield the maximum EIRP, as defined in Section 2.1, with a maximum carrier power level at the transmit feed to be determined by coordination agreements reached by Intelsat with other networks. If antenna size resulting from above requirement is excessive, Intelsat may reduce requirement provided that adjacent satellite flux density limits are maintained. The uplink power of TV carriers, as measured at the transmit earth station antenna feed, shall not exceed any limits specified in this document.

2.4 HPA Requirement. In determining the HPA size for a given earth station, it is necessary not only for each earth station to meet the maximum EIRP requirements for each carrier transmitted, but also to meet the emission constraints set forth in Section 3.4 or 4.2, as applicable. If a given earth station is to transmit more than one carrier, the HPA may have to operate at an output backoff of several dB in order to meet the emission constraints, and therefore, must be sized accordingly.

2.5 Antenna Performance. The fixed (hub) earth stations shall satisfy the following transmit sidelobe performance envelopes:

$G < = 29 - 25 \log_{10} (0) \text{ dBi,}$	$1^\circ <$	$0 < = 7^\circ$
$G < = 8 \text{ dBi,}$	$7^\circ <$	$0 < = 9.2^\circ$
$G < = 32 - 25 \log_{10} (0) \text{ dBi}$	$9.2^\circ <$	$0 < = 48^\circ$
$G < = -10 \text{ dBi,}$		$0 > 48^\circ$

where G is the gain of the sidelobe envelope, relative to an isotropic antenna, in the direction of the geostationary orbit and 0 is the angle in degrees between the main beam axis and the direction considered.

The aircraft earth stations antenna performance will be specified in terms of off axis EIRP density as follows:

For operations within the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-50 + (29-25*\text{Log}10 (0)) \text{ dBW/Hz} \quad 1.5^\circ \leq \theta \leq 7^\circ$$

For operations outside the territory of the United States of America the co-polarized off-axis EIRP spectral-density emitted from the earth station, in the plane of the geostationary satellite orbit (GSO) as it appears at the particular earth station location, shall not exceed the following values:

$$-45 + (29-25*\text{Log}10 (0)) \text{ dBW/Hz} \quad 1.5^\circ \leq \theta \leq 7^\circ$$

Where 0 is the angle in degrees between the main beam axis and the direction considered.

2.6 Transmit Earth Station Polarization.

For the fixed (hub) earth stations the earth station cross-polarization discrimination must be a minimum of 30 dB within the main beam of the earth station's transmit antenna pattern.

For aircraft earth stations the discrimination must be a minimum of 15 dB within the main beam of the earth station's transmit antenna pattern.

2.7 Additional Requirements for Uplink Earth Stations operating in the 13.75 — 14.0 GHz Band.

(1) Earth Stations operating in the United States and Possessions: Unless otherwise expressly approved by Intelsat and then authorized by the FCC, the EIRP of any emission from any and all

earth stations operating in the 13.75 - 14.0 GHz Band shall be at least 68 dBW and shall not exceed 85 dBW, with a minimum antenna diameter of 4.5 meters; provided, however, in the 13.772-13.778 GHz Band, the EIRP shall not exceed 71 dBW per 6 MHz, with a minimum antenna diameter of 4.5 meters.

(2) Earth Stations operating outside of the United States and Possessions: With regard to all earth stations operating in the 13.75 —14.0 GHz Band OUTSIDE of the United States and Possessions:

(a) Earth Stations operating in the 13.75 — 14.0 GHz Band shall have a minimum diameter of 1.2 meters.

(b) EIRP emissions from any and all earth stations operating with an antenna diameter greater than or equal to 4.5 meters shall be at least 68 dBW and shall not exceed 85 dBW.

(c) Earth Stations operations in the 13.770 — 13.780 GHz Band shall have additional EIRP density limits as defined in International Telecommunications Union Radio Regulations No. 5.503.

(d) Without limitation to any of the foregoing conditions or any other conditions in this Attachment or the Agreement, all earth stations must, at all times, comply with all applicable domestic and international laws, rules, and regulations, as in effect from time to time.

3.0 ANALOG VIDEO SERVICE REQUIREMENTS

Not Applicable

4.0 DIGITAL SERVICE REQUIREMENTS

4.1 Modem Requirements. The Customer may use any digital, SCPC/PSK, MCPC/PSK satellite modem that meets their particular requirements, subject to the following constraints which are designed to ensure excess interference is not experienced by adjacent satellites or by other users of the Satellite:

(1) Digital Modems - Scrambling must be provided to ensure that uniform spectral spreading is applied to the transmitted carrier at all times. A data scrambler built in accordance with ITU Rec. V.35, or a functionally equivalent unit with similar spectrum spreading characteristics, must be employed.

(2) SCPC/PSK and MCPC/PSK - In general, any SCPC/PSK or MCPC/PSK modem which meets all relevant ITU recommendations is allowed, subject to prior approval by Intelsat.

(3) Other Modems - The use of other modem types is subject to approval by Intelsat.

4.2 Emission Constraints. The transmit earth station must be equipped and operated in such a manner that spurious emission at the output of the antenna due to all sources does not exceed 4 dBW/4 kHz outside of the assigned carrier bandwidth.

4.3 Carrier Frequency Assignments. Intelsat shall assign Customer's uplink and/or downlink frequencies in accordance with the Agreement. Earth stations must be capable of operating at any frequency and polarization within the Service Transponder. For digital transmissions, frequencies will be assigned to the nearest 0.025 MHz. It is recommended that all transmit earth stations further be capable of operation across the entire satellite uplink frequency band as Intelsat may change carrier frequency assignments in accordance with the Agreement. Unless specifically approved by Intelsat, the aggregate allocated bandwidth of carriers within a multi-carrier transponder or allocation should not exceed 90% of Customer's total allocated bandwidth in order to provide flexibility in carrier assignments and to reduce the effects of intermodulation noise, adjacent carrier interference, co-channel interference, and adjacent satellite interference.

5.0 UPLINK REQUIREMENTS

5.1 Uplink Requirements. Before any transmit earth station may access a Intelsat satellite, it must demonstrate compliance with the technical requirements set forth in Sections 2.0, 3.0, and 4.0 and have approval from Intelsat's Network Operations Center. In order to ensure that the transmissions of a given earth station do not interfere with the transmissions of other earth stations utilizing the Satellite, or adjacent satellites, it is necessary that certain operational requirements be met. Specifically, users of Intelsat's digital transmission services must observe the following:

- (1) The EIRP in the direction of the Satellite must be maintained to within +/- 0.5 dB of the value specified by Intelsat, except under adverse weather conditions. This EIRP tolerance limit includes all earth station factors which affect EIRP variation, including HPA output power level stability and antenna pointing errors.
- (2) The center frequency of all transmitted carriers must be maintained to within +/- 0.025 R Hz (up to a maximum of +/- 10 kHz) of the value assigned by Intelsat. [Note - The transmission rate (R) is defined as the bit rate entering the QPSK modulator, i.e., it is the information rate plus overhead multiplied by the inverse of the FEC code rate.]
- (3) The frequency stability of the earth station receive chain must be consistent with the frequency acquisition and tracking capabilities of the demodulator. As a minimum, it is recommended that the short term (24 hour) receive chain stability be less than +/- 2 kHz and the long term stability (7 day) be less than +/-10 kHz.
- (4) Any earth station transmitting to a Intelsat Satellite must be under the active control of the user. Specifically, the user must provide a means for immediate cessation of transmission in the event that notification is received from Intelsat that such a step is necessary to avoid harmful interference to other users or other satellite systems.

5.2 Uplink Restrictions. Except as may be permitted by Intelsat during a coordinated test period, no earth station operator shall transmit an unmodulated carrier through any transponder. The operation of each earth station must be in strict adherence with Customers Intelsat-approved Transmission Plan. Any deviation from that Transmission Plan must be approved in advance by Intelsat. Under no circumstances shall any earth station transmit any RF carrier to any Intelsat satellite on a frequency not authorized by Intelsat, whether or not that frequency is in use by other stations.

5.3 Carrier line-up and in-service monitoring. Facilities must be provided by the user to measure the link parameters and transmission characteristics during initial carrier line-up. In addition, in-service monitoring by the user of the carrier EIRP and the received BER is required.

In order to perform initial carrier line-up the user must provide a means to measure and adjust the transmitted carrier level. This requirement can be satisfied if a directional coupler of known coupling factor is placed between the HPA output and the antenna feed input so as to permit accurate carrier power measurements to be performed. Means must also be provided by the user to allow the transmitted power level to be adjusted to an accuracy of +1- 0.5 dB, over the range 0 to minus 15 dB of the maximum EIRP specified in Service Specifications.

During initial carrier line-up it is also necessary for the user to be able to measure the Eb/No of the received carrier, either with a spectrum analyzer or through a filter of known bandwidth, and to perform bit-error-rate measurements using a pseudo-random test pattern.

During normal in-service operation, the user must monitor the carrier EIRP and the BER. The latter requirement can be satisfied through the use of the BER monitoring facility built into most digital modems.

5.4 Network Interface Considerations. If carriers transmitted via Intelsat's digital transmission service are to be interfaced with a synchronous data network or other synchronous equipment, it may be necessary for the user to equip the receive station with elastic buffer storage facilities (or their equivalent) to allow for time delay variations caused by Satellite motion. The amount of storage necessary is a function of the carrier transmission rate, the maximum diurnal Satellite motion, and the longitudinal drift rate. The maximum delay variation due to Satellite motion is expected to be 0.6 milliseconds (peak-to-peak, uplink plus downlink).

Data encryption may be employed by the user, provided that the basic transmission characteristics of the carrier are not affected (i.e., provided that the emission constraints set forth in Section 4.2 are satisfied).

While users are free to utilize any digital modem that meets the basic performance requirements outlined in this document, it is the users responsibility to ensure that the modems used on both ends of a given link are compatible, and that the network interface requirements for the users particular application are satisfied.

5.5 Customer Obligations and Use. Customer must, at all times, comply with the terms and conditions of Article III, including all of its Subsections, of the Master Agreement, which are incorporated herein by this reference.

5.6 Interference and Preemption Notices. In accordance with the terms and conditions of the Agreement, Customer shall maintain, at each Customer transmit facility, and shall provide Intelsat with a telephone number that is continuously staffed, at all time during which Customer is transmitting or receiving signals to or from the Satellite, and an automatic facsimile that shall be maintained in operation and capable of receiving messages from Intelsat, at all times. Said telephone and facsimile shall be maintained for the purpose of receiving notices from Intelsat regarding interference or other problems arising out of the provision of the Service on, or any use of the Service Transponder, including, without limitation, any decision by Intelsat to preempt or interrupt provision of the Service to Customer pursuant to the Agreement. **It is mandatory that**

the person who receives such messages has the technical capability and absolute authority to immediately terminate or modify the transmission if notified by Intelsat pursuant to the foregoing. All such notices shall be effective upon the placement of the telephone call or transmission of a facsimile message by Intelsat to Customer. If, for any reason, Customers telephone is not answered and its telecopier is incapable of receiving transmission, Intelsat's notice shall be deemed to have occurred at the time it attempts to place a telephone call or transmit a facsimile message to Customer. Intelsat shall promptly confirm telephone notices in writing.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

INTELSAT

IntelsatOne Service Order No. 26078

	Intelsat Information	Customer Information
Name:	Intelsat Corporation (“ Intelsat ”)	Gogo LLC (“ Customer ”)
Address:	3400 International Drive, N.W.	1250 N. Arlington Heights Road
City/Country:	Washington, DC 20008, USA	Itasca, Illinois 60143
Attention:	Contract Manager – North America	Mr. Anand Chari
Telephone:	+1-202-944-6872	+1-630-647-1414
Facsimile:	+1-202-944-7529	+1-630-285-0191
Email:	NA-Contracts@intelsat.com	achari@gogoair.com
Type of Service Order	<input checked="" type="checkbox"/> New Service <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	
MSA	Master Service Agreement No. 21078, dated 25 August 2008	
Service Type	IPL <input checked="" type="checkbox"/> (see Appendix 1 Service Details) 1 March 2013	
Service Start Date (SSD)	Note: Intelsat reserves the right to reschedule/postpone the SSD if this Service Order is returned less than 6 business days before the stated SSD. Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat. 31 January 2019	
Service End Date (SED)	Note: If the SSD is delayed, the SED date will also be delayed by the same duration. The term of service will remain unchanged.	
Service Fee (MRC)	[***]	
Non-Recurring Charge (NRC)	None required	
Deposit	None required	
Billing Method	Monthly in advance	
Appendices	Appendix 1: Service Details Appendix 2: Operational Contract Details	

By signing and returning this Service Order No. 26078 (“**Service Order**”) to Intelsat, Customer is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat. When executed by Intelsat, this Service Order shall become binding. Provision of the Service is subject to Intelsat receiving from Customer any required Deposit specified in a form acceptable to Intelsat at least fifteen (15) calendar days prior to the Service Start Date. Intelsat may apply the Deposit paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA set forth above. Intelsat shall return any remaining Deposit or security to Customer once all Services under the MSA have been terminated and liabilities have been settled. This Service Order incorporates the Appendices listed above, and the applicable Service Descriptions for the Service which are available at <https://my.Intelsat.com> and which may be revised from time to time by Intelsat. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced above. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

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INTELSAT

By: /s/ Patricia Casey
Name: Patricia A. Casey
Title: Sr. VP & Deputy General Counsel
Date: 3/12/2013

CUSTOMER

By: /s/ Tim Joyce
Name: Tim Joyce
Title: VP RF ENGINEER
Date: 3/12/2013

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Appendix 1: Service Details
Service Type: International Private Line – Terrestrial (“IPL-T”)

Service ID (SVO) No.: 513872

Satellite & location	Refer to SVO # 25811
Service demarcation points	Point A: Gogo patch panel at PoP (111 8 th Ave) Point Z: Intelsat Patch Panel at PoP (111 8 th Ave – Level 3)
Cross connect	<input checked="" type="checkbox"/> INTELSAT provided (Intelsat will provide cross connect to Gogo Network in New York)

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Customer Technical Contact:

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Intelsat Contact Details:

Intelsat POP address ☒ **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdair.calder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: jeff.kimble@intelsat.com
Provisioning Team dsp@intelsat.com
doc@intelsat.com (out of hours support 24 x 7 x 365)

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THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

**IntelsatONESM Network Broadband
Service Order No. 25811**

	<u>Intelsat Information:</u>	<u>Customer Information:</u>
Name:	Intelsat Corporation (“ Intelsat ”)	Gogo LLC (“ Customer ”)
Place/Type of Organization:	A Delaware corporation	A Delaware corporation
Address:	3400 International Drive, NW	1250 N. Arlington Heights Road
City/Country:	Washington, DC 20008, USA	Itasca, IL 60143
Attention:	Suzette Schmidt	Mr. Anand Chari
Telephone:	+1-202-944-6827	+1-630-647-1414
Facsimile:	+1-202-944-7529	+1-630-285-0191
E-mail:	suzette.schmidt@intelsat.com	achari@gogoair.com
Type of Service Order:	New Service	
Master Service Agreement	Master Service Agreement No: 21078, dated 25-Aug-2008 Account No: 123639 15-Feb-2013	
Service Start Date (SSD)	Note: Intelsat reserves the right to reschedule/postpone the SSD if this Service Order is returned less than 6 business days before the stated SSD. Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat. 14-Oct-2018	
Service End Date (SED)	Note: If the SSD is delayed, the SED date will also be delayed by the same duration. The term of service will remain unchanged.	
Monthly Recurring Charge (MRC)	See below Service and Payment Schedule	
Monthly Recurring Charge (NRC)		
Deposit/Collateral	[***]	
Billing Method	Monthly in advance Appendix 1A: Service Details — Mountainside Teleport Master Appendix 2A: Operational Contact Details Appendix 3A: Co-Location Service Details Appendix 1B: Service Details — Ellenwood Teleport Master Appendix 2B: Operational Contact Details Appendix 3B: Co-Location Service Details Appendix 1C: Service Details — Napa Teleport Master Appendix 2C: Operational Contact Details Appendix 3C: Co-Location Service Details Appendix 1D: Service Details — Perth Teleport Master Appendix 2D: Operational Contact Details Appendix 3D: Co-Location Service Details Appendix 1E: Service Details — Kumsan Teleport Master Appendix 2E: Operational Contact Details Appendix 3E: Co-Location Service Details Appendix 1F: Service Details — Brazil Teleport Master Appendix 2F: Operational Contact Details Appendix 3F: Co-Location Service Details Appendix 4: Roles & Responsibilities of Intelsat and Customer Appendix 5: Additional Terms & Conditions	
Appendices		

Service and Payment Schedule

<u>SVOs</u>	<u>NRC</u>	<u>MRC</u>
513075-101-1	***	***
513075-101-2	***	***
513075-102	***	***
513075-103	***	***
513075-104	***	***
51.3075-201	***	***
513075-202	***	***
513075-203	***	***
513075-204	***	***
513075-301-1	***	***
513075-301-2	***	***
513075-301-3	***	***
513075-302	***	***
513075-303	***	***
513075-304	***	***
513075-401	***	***
513078-402	***	***
513075-403	***	***
513075-404	***	***
513075-501	***	***
513075-502	***	***
513075-503	***	***
513075-504	***	***
513075-601	***	***
513075-602	***	***
5130.75-603	***	***
513075-604	***	***
TOTALS	***	***

By signing and returning this Service Order 25811 (“**Service Order**”) to Intelsat, Customer Is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat. When executed by Intelsat this Service Order shall become binding. Provision of the Service is subject to Intelsat receiving from Customer any required Deposit/Collateral specified In a form acceptable to Intelsat at least fifteen (15) calendar days prior to the Service Start Date. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA set forth above. Intelsat shall return any remaining Deposit/Collateral or security to Customer once all Services under the MSA have been terminated and liabilities have been settled. This Service Order incorporates the Appendices listed above, and the applicable Service Descriptions for the Service which are available at <https://my.Intelsat.com> and which may be revised from time to time by Intelsat. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced above. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

INTELSAT	CUSTOMER
By: <u>/s/ Patricia Casey</u>	By: <u>/s/ Anand Chari</u>
Name: <u>Patricia A. Casey</u>	Name: <u>Anand K. Chari</u>
Title: <u>SVP & Deputy General Counsel</u>	Title: <u>CFO</u>
Date: <u>November-20-2012</u>	Date: <u>11/19/12</u>

Appendix 1A - Service Details

Mountainside Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at Installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075.101-1 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-21 Location: 302°E
 Transponder No. Intelsat to Customer site: MO29K Customer site to Intelsat: MO29K
 (Forward) (Return)
 Beam Mobility Beam (MOKV/MOKH)
Initial configuration:
 Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Service IP data rate (kbps) Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 511905 SO# 25550
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Atlantic Ocean Region
 Hub equipment Number of Protocol Processor: 2
 Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 shelf spare card XLC-11 per Teleport)
 Service demarcation points **Point A:** One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-101-2 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-27 Location: 304.5E
 Transponder No. Intelsat to Customer site: AT29K Customer site to Intelsat: AT29K
 (Forward) (Return)
 Beam North Atlantic Beam (NATKH/NATKV)
Initial configuration:
 Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Service IP data rate (kbps) Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Reference OSC# 511907 SO# 25426
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUCIHPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Atlantic Ocean Region
 Hub equipment Number of Protocol Processor:0 (See 513075-101-1)
 Number of NMS: 0
 Number of Line Card: 3 XLC-11
 Service demarcation points **Point A:** One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-102 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075.103 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports Yes [***] Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)
Patch panel at Intelsat Teleport:
 Fuchsstadi Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
Local loop Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta Seoul Various
Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
Note: E3 interface is not available at POPs
Number of Circuits :
 To be provided by Intelsat
Terminating Location (Customer end location):
NPAINXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-104

Internet Access Yes Data Rate = [***] Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate,

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s).

Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected In link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Units Ethernet port to Intelsat’s multi-homed Internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2A- Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogcair.com

Customer End User

Name Gogo LLC, Network Operations Center
Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Mountainside Teleport**, 17625 Technology Blvd., Hagerstown, MD 21740, USA
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdaircalder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team dsp@Intelsat.com
doc@intelsat.com (24 x7 x 365)

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Appendix 3A – Mountainside Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at [https://my.intelsat.com/files/resources/Collocation-Handbook 6Apr12010.pdf](https://my.intelsat.com/files/resources/Collocation-Handbook%206Apr12010.pdf). Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +1-5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

List of equipment

Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 Inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

Name: Mountainside Teleport				
No.	Vendor	Equipment Type/Model	Quantity	Rack Units
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

Item

Service-Details

Notes / Service terms

	11 RU(s)	
No. of rack units (RU)/rack	1 Rack(s) Racks to be provided <input type="checkbox"/> By Customer <input checked="" type="checkbox"/> by Intelsat Customer supplied PDU	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	2 power sources	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional MRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources		The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps Increment and an additional MRC of [***] per RU, [***] half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines: <input checked="" type="checkbox"/> Internet access Data rate:[***] Kbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring). Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)

<u>Item</u>	<u>Service-Details</u>	<u>Notes / Service terms</u>
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for Installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat's co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers' co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented In row 11 below.

- (*) Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be Issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	7 days a week 0800-1700: [***] (local time) Note: Level 1 support labor is not Included in the co- location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

Appendix 1B — Service Details

Ellenwood Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at Installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-201 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-14 Location: 315E
 Transponder No. Intelsat to Customer site: AM18K Customer site to Intelsat: AM18K
 (Forward) (Return)
 Beam Americas Beam (AMKV/AMKH)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 511938 SO# 25438
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Americas Region
 Hub equipment Number of Protocol Processor: 2
 Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 shelf spare card XLC-11 per Teleport)
 Service demarcation points **Point A:** One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-202 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075.-203 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports N/A
 Yes [***) Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided In Section VII)
 Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
 Local loop Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta Seoul Various
 Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
 Note: E3 interface is not available at POPs
 Number of Circuits :
 To be provided by Intelsat
Terminating Location (Customer end location):
 NPAINXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-204

Internet Access Yes Data Rate = [***) Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate. When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s). Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling a clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Units Ethernet port to Intelsat’s multi-homed Internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2B: Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone +1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Ellenwood Teleport**, 2857 Fork Creek Church Road, Ellenwood, GA 30294, USA
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdaircalder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team dsp@Intelsat.com
doc@intelsat.com (24 x7 x 365)

Appendix 3B — Ellenwood Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at [https://my.intelsat.com/files/resources/Collocation-Handbook 6Apr12010.pdf](https://my.intelsat.com/files/resources/Collocation-Handbook%206Apr12010.pdf). Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +1-5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

List of equipment

Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

Name: Ellenwood Teleport

<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/Model No.</u>	<u>Quantity</u>	<u>Rack Units</u>
1	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

Item

Service-Details

Notes / Service terms

<p>No. of rack units (RU)/rack</p>	<p>11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> By Customer <input checked="" type="checkbox"/> by Intelsat</p>	<p>All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.</p>
<p>No. of power outlets</p>	<p>Customer supplied PDU</p>	<p>The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)</p>
<p>No. of power sources</p>	<p>2 power sources</p>	<p>The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)</p>
<p>Total power consumption</p>	<p>2x20 Amps power sources each (total 40Amps)</p>	<p>The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps Increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)</p>
<p>Remote access</p>	<p><input type="checkbox"/> Incoming dial-up access Number of lines: <input checked="" type="checkbox"/> Internet access Data rate:[***] Mbit/s <input type="checkbox"/> Not required</p>	<p>Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring).</p> <p>Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)</p>

<u>Item</u>	<u>Service-Details</u>	<u>Notes / Service terms</u>
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat's co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers' co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented In row 11 below.
<p>(*) Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.</p> <p>2. A separate invoice will be Issued for these above additional requirements.</p>		

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	<p>7 days a week 0800-1700: [***] (local time)</p> <p>Note: Level 1 support labor is not Included in the co- location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].</p>	<p>Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC:</p> <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

Napa Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at Installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-301-1 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-19 Location: 166E
 Transponder No. Intelsat to Customer site: NW30K Customer site to Intelsat: NW30K
 (Forward) (Return)
 Beam North West Pacific Beam (NWKPV/NWKPH)
Initial configuration:
 Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Service IP data rate (kbps) Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 25426 SO# 511903
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Pacific Ocean Region
 Hub equipment Number of Protocol Processor: 2
 Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 shelf spare card XLC-11 per Teleport)
 Service demarcation points **Point A:** One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-301-2 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-19 Location: 166E
 Transponder No. Intelsat to Customer site: NEP32K Customer site to Intelsat: NEP32K
 (Forward) (Return)
 Beam North East Pacific Beam (NEPKH/NEPKKV)
Initial configuration:
 Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Service IP data rate (kbps) Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Reference OSC# 25426 SO#511901
 Maximum number of remote Sites To Be Determined ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Pacific Ocean Region
 Hub equipment Number of Protocol Processor:0
 Number of NMS: 0
 Number of Line Card: 3 XLC-11
 Service demarcation points **Point A:** One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate. When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s). Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed Internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2C: Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Napa Teleport**, 961 Anselmo Court, Napa, CA 94558, , USA
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Safes Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdaircalder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team dsp@Intelsat.com
doc@intelsat.com (24 x7 x 365)

Intelsat Confidential and Proprietary

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Appendix 3C — Napa Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at [https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf](https://my.intelsat.com/files/resources/Collocation-Handbook%206April2010.pdf). Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

List of equipment
 Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

Name: Napa Teleport

<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/Model No.</u>	<u>Quantity</u>	<u>Rack Units</u>
1	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

Item

Service Details

Notes / Service terms

<p>No. of rack units (RU)/rack</p>	<p>11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> By Customer <input checked="" type="checkbox"/> by Intelsat</p>	<p>All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.</p>
<p>No. of power outlets</p>	<p>Customer supplied PDU</p>	<p>The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)</p>
<p>No. of power sources</p>	<p>2 power sources</p>	<p>The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)</p>
<p>Total power consumption</p>	<p>2x20 Amps power sources each (total 40Amps)</p>	<p>The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)</p>
<p>Remote access</p>	<p><input type="checkbox"/> Incoming dial-up access Number of lines <input checked="" type="checkbox"/> Internet access Data rate: [***] Mbit/s <input type="checkbox"/> Not required</p>	<p>Remote internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring).</p> <p>Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)</p>

<u>Item</u>	<u>Service Details</u>	<u>Notes / Service terms</u>
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat's co-location MRC and NRC do not include the provision of any labor to assemble and rack mount Customers' co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

- (*) 1. Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	7 days a week 0800-1700: [***] (local time) Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

Appendix 1D — Service Details

Perth Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-401 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-19 Location: 166E
 Transponder No. Intelsat to Customer site: ANZ9K (Forward) Customer site to Intelsat: ANZ9K (Return)
 Beam Australia New Zealand Beam (ANZKH/ANZKV)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 25426 SO# 511900
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 CPT details Modem type and model No:
 Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Australia New Zealand Region
 Number of Protocol Processor: 2
 Hub equipment Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 shelf spare card XLC-11)
Point A: One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port
 Service demarcation points

Service ID No. 513075-402 Co-Location

Co-location Yes (see Co-Location Service details)

Service ID No. 513075-403 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports N/A
 Yes [***) Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided In Section VII)
 Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
 Local loop Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta Seoul Various
 Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
 Note: E3 interface is not available at POPs
 Number of Circuits :
 To be provided by Intelsat
Terminating Location (Customer end location):
 NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-404

Internet Access Yes Data Rate = [***) Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate. When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s). Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling a clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Units Ethernet port to Intelsat's multi-homed Internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user's end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2D - Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogocair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Perth Teleport**, Gnangara Satellite Earth Station, 620 Gnangara Road, Landsdale, WA, 6065 Australia
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alsadaircalder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team dsp@Intelsat.com
doc@intelsat.com (24 x7 x 365)

Appendix 3D — Perth Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at [https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf](https://my.intelsat.com/files/resources/Collocation-Handbook%206April2010.pdf). Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

<u>Co-location site name</u>	<u>Name: Perth Teleport</u>				
<u>List of equipment</u>	<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/ Model No.</u>	<u>Quantity</u>	<u>Rack Units</u>
Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.	1	[***]	[***]	[***]	[***]
Note 2: All co-located equipment must be 19 Inches rack mountable	2	[***]	[***]	[***]	[***]
Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.	3	[***]	[***]	[***]	[***]
	4	[***]	[***]	[***]	[***]
	5				
	6				
	7				
	8				
	Total				

<u>Item</u>	<u>Service-Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> By Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines: <input checked="" type="checkbox"/> Internet access Data rate: [***] Mbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring). Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)

<u>Item</u>	<u>Service-Details</u>	<u>Notes / Service terms</u>
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat's co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers' co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

(*) Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
 2. A separate invoice will be Issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	7 days a week 0800-1700: [***] Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

Appendix 1E—Service Details

Kumsan Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at Installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-501 Uplink/Downlink and NBB-T

Satellite & location Satellite: IS-22 Location: 72.1E
 Transponder No. Intelsat to Customer site: MOK36K Customer site to Intelsat: MO36K
 (Forward) (Return)
 Beam Mobility Beam (MOKH/MOHV)
Initial configuration:
 Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 512299 SO# 25541
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBI
 Service coverage area IOD/POR Region
 Number of Protocol Processor: 2
 Hub equipment Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 spare card XLC-11)
Point A: One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
 Service demarcation points **Point Z:** Intelsat Internet access router port

Service ID No. 513075-502 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075-503 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports Yes [***) Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)
 Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
 Local loop Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta Seoul Various
 Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
 Note: E3 interface is not available at POPs
 Number of Circuits :
 To be provided by Intelsat
Terminating Location (Customer end location):
 NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-504

Internet Access Yes Data Rate = [***) Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate.

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s). Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling a clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Units Ethernet port to Intelsat's multi-homed Internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user's end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
 Phone +1-630- 647-1429
 Fax N/A
 Mobile +1-630-886-7054
 E-mail address blauer@gogoair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
 Helpdesk Manager NOC Engineer on Duty
 Address 1250 North Arlington Heights Rd
 Country USA
 Phone 1 866 943 4662
 Mobile N/A
 Fax N/A
 E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
 Earth Station Manager
 Street address
 City
 Country
 Phone
 Fax
 Mobile
 E-mail address

Intelsat Contact Details

Intelsat Teleport address **Kumsan Teleport**, Kumsan Satellite Earth Station, KT, 259-1, Yangjeon-ri, Geumseong-myeon, Geumsan-gun, Chungnam, Korea, 312-700
 Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
 Sales Director Name: Alasdair Calder
 Tel: (202) 944-6824
 Email: alasdaircalder@intelsat.com
 Sales Engineer Name: Jeff Kimble
 Tel: (202) 944-6805
 Email: Jeff.kimble@intelsat.com
 Provisioning Team dsp@Intelsat.com
doc@intelsat.com (24 x7 x 365)

Appendix 3E Kumsan Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at [https://my.intelsat.com/files/resources/Collocation-Handbook 6Apr2010.pdf](https://my.intelsat.com/files/resources/Collocation-Handbook%206Apr2010.pdf). Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

<u>Co-location site name</u>	<u>Name: Kumsan Teleport</u>				
<u>List of equipment</u>	<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/Model</u>	<u>Quantity</u>	<u>Rack Units</u>
Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.	1	[***]	[***]	[***]	[***]
Note 2: All co-located equipment must be 19 Inches rack mountable	2	[***]	[***]	[***]	[***]
Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.	3	[***]	[***]	[***]	[***]
	4	[***]	[***]	[***]	[***]
	5				
	6				
	7				
	8				
	Total				

<u>Item</u>	<u>Service-Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> By Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines <input checked="" type="checkbox"/> Internet access Data rate: [***] Kbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring). Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)

<u>Item</u>	<u>Service-Details</u>	<u>Notes / Service terms</u>
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat's co-location MRC and NRC do not include the provision of any labor to assemble and rack mount Customers' co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

- (*) 1. Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	7 days a week 0800-1700: [***] (local time) Note: Level 1 support labor is not included in the co- location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

Brazil Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-601 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-21 Location: 302E
 Transponder No. Intelsat to Customer site: B46K Customer site to Intelsat: B46K (Return)
 (Forward)
 Beam Brazil Beam (BKH/BKV)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 511949 SO# 25439
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 CPT details Modem type and model No:
 Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Brazil Region
 Hub equipment Number of Protocol Processor: 2
 Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 spare card XLC-11)
 Service demarcation points **Point A:** One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-602 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075-603 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports N/A
 Yes [***) Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided In Section VII)
 Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
 Local loop Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta Seoul Various
 Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
 Note: E3 interface is not available at POPs
 Number of Circuits :
 To be provided by Intelsat
Terminating Location (Customer end location):
 NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-604

Internet Access Yes Data Rate = [***) Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate. When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s). Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed Internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630-647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Brazil Teleport**, In final negotiations
Intelsat POP address **Various - For network diversity**
Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdair.calder@intelsat.com
Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Sales Director
Sales Engineer
Provisioning Team dsp@Intelsat.com
doc@intelsat.com (24 x 7 x 365)

Appendix 3F — Brazil Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at [https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf](https://my.intelsat.com/files/resources/Collocation-Handbook%206April2010.pdf). Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +1-5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

List of equipment

Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 Inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

Name: Rio Teleport				
No.	Vendor	Equipment Type/Model No.	Quantity	Rack Units
1	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

Item

Service-Details

Notes / Service terms

No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> By Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps Increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines: <input checked="" type="checkbox"/> Internet access Data rate:[***] Kbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring). Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)

<u>Item</u>	<u>Service-Details</u>	<u>Notes / Service terms</u>
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat's co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers' co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented In row 11 below.

(*) Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
 2. A separate invoice will be issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	7 days a week 0800-1700: [***] Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

**Appendix 4 - Roles & Responsibilities of
Intelsat and Gogo for VNO and Hub Lease Service Options**

<u>Hardware</u>	<u>Hub Lease</u>
iDirect hub hardware investment (Hub chassis, line cards, back-up line cards and protocol processors)	Intelsat
IP hardware infrastructure at teleports (switches, routers etc.)	Gogo
Investment in GNMS	Gogo
NMS client software investment	Gogo
Procurement of equipment co-located at Intelsat Teleport	Gogo
Procurement of aircraft terminals	Gogo
<u>Services</u>	<u>Hub Lease</u>
Space segment sizing and hub commissioning	Intelsat
Commissioning of routers, switches etc	Gogo
Teleport services (RF uplink and downlink)	Intelsat
Intelsat Internet backbone connectivity	Intelsat
Intelsat MPLS, Metro Ethernet, VPN commissioning	Intelsat
Set up and modification of carriers in NMS with iBuilder	Gogo
Set up and modification of traffic profiles in NMS with iBuilder	Gogo
Network management and monitoring with iMonitor	Gogo
Software upgrades	Gogo
Repair and replacement of failed iDirect hub hardware	Intelsat
Repair and replacement of failed teleport hardware (excluding iDirect hub hardware — see above)	after notification by Gogo Intelsat
Remote site configuration in NMS with iBuilder:	
• Set up/ modification of assignment of remotes to carriers	Gogo
• Set up / modification of Q05 profiles	
Remote equipment installation	Gogo
Cross-polarization isolation and 1 dB compression tests (or comparable tests if unavailable duo to antenna limitations)	Gogo with support of Intelsat CMC
<u>Hardware</u>	<u>Hub Lease</u>
Generation of the option files required for the Direct modem configuration through iBuilder	Gogo. Intelsat support where necessary
Loading of the option file on the remote IDirect modem and upgrade of this option file if required	Gogo
Remote software compatibility	Gogo
Remote equipment maintenance	Gogo
Remote software version	Gogo
Remote software upgrade	Over the air by Gogo. Remote support by Gogo
Installation, co-location, management and maintenance of co-located equipment at Intelsat Teleport	Gogo
Integration of traffic via non-Intelsat teleports and non-Intelsat satellite capacity with this proposed network	Gogo
Integration of traffic via Intelsat teleports and non-Intelsat satellite capacity with this proposed network	Intelsat
Creation of beam map files in support of automatic beam switching	Intelsat (for Intelsat satellites only)
Setting up of helpdesk and Level 1 support to end users*	Gogo
Training of end users	Gogo
Local and national licensing	Gogo
Level 1 support to end users*	Gogo
24 x 7 Level 2 support*	Gogo
24 x 7 Level 3 support*	Intelsat
Application support	Gogo

Support Levels for Network Broadband Service

<u>Support Level</u>	<u>Description of Support</u>
Level 1	All end-user support including initial site configuration, subsequent equipment trouble shooting and site-specific technical & QOS issues
Level 2	Support related to remote configuration issues in the NMS such as assignment or modification of a carrier or a QoS profile to a remote in the NMS.
Level 3	Customer support related to network wide issues as carrier configuration issues, QoS profile configuration issues, space segment, or hub equipment and hub IP configuration issues.
Level 4	Vendor support related to network wide issues which require software, firmware, or hardware modification/upgrade

Appendix 5 - Additional Terms & Conditions

1. **Option to Delay Service Start Date:** Customer shall have the right, by providing Intelsat a written notice no later than December 31, 2012, to delay the Service Start Date by up to three months. In the event of such a delay, Customer's Service End Date shall be extended by a commensurate amount of time.
2. [***]
3. [***]
4. Furthermore, the incremental growth may also require charges for additional space segment resources which are not included in the above calculations.

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THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

**IntelsatOne Network Broadband
Service Order No. 25811 – Amendment 1**

	<u>Intelsat Information</u>	<u>Customer Information</u>
Name:	Intelsat Corporation (“ Intelsat ”)	Gogo LLC (“ Customer ”)
Place/Type of Organization:	A Delaware corporation	A Delaware corporation
Address:	3400 International Dr., NW	1250 North Arlington Heights Road
City/Country:	Washington, D.C. 20008, USA	Itasca, Illinois 60143
Attention:	Suzette Schmidt	Mr. Anand Chari
Telephone:	+1-202-944-6827	+1-630-647-1414
Facsimile:	+1-202-944-7529	+1-630-285-0191
Email:	suzette.schmidt@intelsat.com	achari@gogoair.com
Type of Service Order	Amendment	
Master Service Agreement	Master Service Agreement No: 21078, dated 25-Aug-2008 Account No: 123639	
Service Start Date (SSD) for Amended Service	See Service and Payment Schedule below, page 2 Note: Intelsat reserves the right to reschedule/postpone the SSD if this Service Order is returned less than 6 business days before the stated SSD. Billing will commence on the SSD whether the Service commences or not, unless any delay is caused solely and directly by Intelsat.	
Service End Date (SED)	See Service and Payment Schedule below, page 2 Note: If the SSD is delayed, the SED date will also be delayed by the same duration. The term of service will remain unchanged.	
Monthly Recurring Charge (MRC)	See Service and Payment Schedule below, page 2	
Non-Recurring Charge (NRC)		
Deposit/Collateral	Intelsat agrees that the deposit/collateral will remain unchanged [***] as defined on Service Order 25811, executed on 20-Nov-12.	
Billing Method	Monthly in advance	
Appendices	Appendix 1A: Service Details – Mountainside Teleport Master Appendix 2A: Operational Contact Details Appendix 3A: Co-Location Service Details Appendix 1B: Service Details – Ellenwood Teleport Master Appendix 2B: Operational Contact Details Appendix 3B: Co-Location Service Details Appendix 1C: Service Details – Napa Teleport Master Appendix 2C: Operational Contact Details Appendix 3C: Co-Location Service Details Appendix 1D: Service Details – Perth Teleport Master Appendix 2D: Operational Contact Details Appendix 3D: Co-Location Service Details Appendix 1E: Service Details – Kumsan Teleport Master Appendix 2E: Operational Contact Details Appendix 3E: Co-Location Service Details Appendix 1F: Service Details – Brazil Teleport Master Appendix 2F: Operational Contact Details Appendix 3F: Co-Location Service Details Appendix 4: Roles & Responsibilities of Intelsat and Customer Appendix 5: Additional Terms & Conditions	

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Service and Payment Schedule

<u>Service Start Date for Amended Service</u>	<u>Service End Date</u>	<u>Destination of Teleport</u>	<u>Service ID(SVOs) Nos.</u>	<u>Non-Recurring Charge (NRC)</u>	<u>Monthly Recurring Charge (MRC)</u>
1-Mar-2013	28-Oct-2018	Mountainside	513075-101-1	[***]	[***]
			513075-102	[***]	[***]
			513075-103	[***]	[***]
			513075-104	[***]	[***]
13-Feb-2013	12-Oct-2018	Ellenwood	513075-201	[***]	[***]
			513075-202	[***]	[***]
			513075-203	[***]	[***]
			513075-204	[***]	[***]
14-Mar-2013	11-Nov-2018	Napa	513075-301-1	[***]	[***]
			513075-301-2	[***]	[***]
			513075-301-3	[***]	[***]
			513075-302	[***]	[***]
			513075-303	[***]	[***]
13-May-2013	9-Jan-2019	Perth	513075-401	[***]	[***]
			513075-402	[***]	[***]
			513075-403	[***]	[***]
			513075-404	[***]	[***]
29-Mar-2013	25-Nov-2018	Kumsan	513075-501	[***]	[***]
			513075-502	[***]	[***]
			513075-503	[***]	[***]
			513075-504	[***]	[***]
29-Apr-2013	26-Dec-2018	Brazil	513075-601	[***]	[***]
			513075-602	[***]	[***]
			513075-603	[***]	[***]
			513075-604	[***]	[***]
TOTALS				[***]	[***]

By signing and returning this Service Order 25811 – Amendment 1 (“**Service Order**”) to Intelsat, Customer is making an offer to purchase the service described in this Service Order (“**Service**”) from Intelsat. When executed by Intelsat, this Service Order shall become binding. Provision of the Service is subject to Intelsat receiving from Customer any required Deposit/Collateral specified in a form acceptable to Intelsat at least fifteen (15) calendar days prior to the Service Start Date. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA set forth above. Intelsat shall return any remaining Deposit/Collateral or security to Customer once all Services under the MSA have been terminated and liabilities have been settled. This Service Order incorporates the Appendices listed above, and the applicable Service Descriptions for the Service which are available at <https://my.Intelsat.com> and which may be revised from time to time by Intelsat. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement (“**MSA**”) referenced above. In the event of a conflict between this Service Order and the MSA, this Service Order shall control. This Service Order No. 25811 – Amendment 1 amends the Service Start Date and the Service End Date. This Amendment supersedes the previous service order/amendment as from the Service Start Date hereof.

INTELSAT	CUSTOMER
By: <u>/s/ Patricia Casey</u>	By: <u>/s/ Anand Chari</u>
Name: <u>Patricia Casey</u>	Name: <u>Anand Chari</u>
Title: <u>Senior VP and Deputy General Counsel</u>	Title: <u>EVP / CTO</u>
Date: <u>4/29/13</u>	Date: <u>4/23/13</u>

Appendix 1A - Service Details Mountainside Teleport

Mountainside Teleport Master

Service type VNO (as a Hub Lease)
Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
Operating software version iDX 3.1.0.3 (DVB-S2) - **Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.**
Group QoS (choose one) Hub Lease
(see appendix for details)

Service ID No. 513075-101-1 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-21 Location: 302°E
Transponder No. Intelsat to Customer site: MO29K Customer site to Intelsat: MO29K
(Forward) (Return)
Beam Mobility Beam (MOKV/MOKH)
Initial configuration:
Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
Return IP Data rate: To be determined as mutually agreed upon
Forward Maximum1 IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
Total bandwidth required (MHz) Refer to OSC# 511905 SO# 25550
Maximum number of remote Sites To Be Determined
(*******) per Mbps aggregate (min IP data rate + return IP rate)
CPT details Modem type and model No:
Antenna Size: m BUC/HPA size: w
G/T (mid-band) dB/K Tx gain (mid-band) dBi
Service coverage area Atlantic Ocean Region
Hub equipment Number of Protocol Processor: 2
Number of NMS: 0
Number of Line Card: 3 XLC-11 (1 shelf spare card XLC-11 per Teleport)
Service demarcation points **Point A:** One cm in front of the customer antenna feed **Point B:** IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-102 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075-103 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports Yes [*******] Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)
Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan Perth Brazil
Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta Seoul Various
Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
Note: E3 interface is not available at POPs
Number of Circuits:
 To be provided by Intelsat
Terminating Location (Customer end location):
NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-104

Internet Access Yes Data Rate = [*******] Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate.

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s).

Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis.

The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2A- Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User

Name Gogo LLC, Network Operations Center
Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Mountainside Teleport**, 17625 Technology Blvd., Hagerstown, MD 21740, USA
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdair.calder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team dsp@intelsat.com
doc@intelsat.com (24 x7 x 365)

Intelsat Confidential and Proprietary

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Appendix 3A – Mountainside Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at <https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf>.

Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

Name: Mountainside Teleport

List of equipment

Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/ Model No.</u>	<u>Quantity</u>	<u>Rack Units</u>
1	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

<u>Item</u>	<u>Service Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input checked="" type="checkbox"/> by Customer <input type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines: <input checked="" type="checkbox"/> Internet access Data rate: [***] Kbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring).
Cross-connect required to other customer	Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*) The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat’s co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers’ co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

- (*) 1. Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	7 days a week 0800-1700: [***] (local time) Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

Appendix 1B – Service Details Ellenwood Teleport

Ellenwood Teleport Master

Service type VNO (as a Hub Lease)
Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.*
Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-201 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-21 Location: 302°E
Intelsat to Customer site: MO29K Customer site to Intelsat: MO29K
Transponder No. (Forward) (Return)
Beam Mobility Beam (MOKV/MOKH)
Service IP data rate (kbps) Initial configuration:
Forward Minimum IP Data rate: To be determined as mutually agreed upon
Return IP Data rate: To be determined as mutually agreed upon
Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
Total bandwidth required (MHz) Refer to OSC# 511905 SO# 25550
Maximum number of remote Sites To Be Determined
([***] per Mbps aggregate (min IP data rate + return IP rate))
Modem type and model No:
CPT details Antenna Size: m BUC/HPA size: w
G/T (mid-band) dB/K Tx gain (mid-band) dBi
Service coverage area Atlantic Ocean Region
Hub equipment Number of Protocol Processor: 2
Number of NMS: 0
Number of Line Card: 3 XLC-11 (1 shelf spare card XLC-11 per Teleport)
Service demarcation points **Point A:** One cm in front of the customer antenna feed **Point B:** IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-202 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075-203 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports N/A
 Yes [***] Mbps via IntelsatOne (see Additional Terms and Conditions)
Local loop N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)
Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta
Seoul Various
Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
Note: E3 interface is not available at POPs
Number of Circuits:
 To be provided by Intelsat
Terminating Location (Customer end location):
NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-204

Internet Access Yes Data Rate = [***] Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate.

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s).

Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2B: Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone +1-866-943-4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Ellenwood Teleport**, 2857 Fork Creek Church Road, Ellenwood, GA 30294, USA
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdair.calder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team **dsp@intelsat.com**
doc@intelsat.com (24 x7 x 365)

Appendix 3B – Ellenwood Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at <https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf>.

Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

Name: Ellenwood Teleport

List of equipment

Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/ Model No.</u>	<u>Quantity</u>	<u>Rack Units</u>
1	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

<u>Item</u>	<u>Service Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> by Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines <input checked="" type="checkbox"/> Internet access Data rate [***] Mbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring). Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat’s co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers’ co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

(*) 1. Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	<u>7 days a week 0800-1700: [***] (local time)</u> Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred plus an [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer.

- Checking LED status, as requested and guided by the Customer.

Appendix 1C – Service Details Napa Teleport

Napa Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode Evolution DVB-S2 with ACM
 (choose one) iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS Hub Lease
 (choose one) (see appendix for details)

Service ID No. 513075-301-1 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-19 Location: 166E
 Intelsat to Customer site: NW30K Customer site to Intelsat: NW30K
 Transponder No. (Forward) (Return)
 Beam North West Pacific Beam (NWKPV/NWKPH)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 25426 SO# 511903
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Pacific Ocean Region
 Hub equipment Number of Protocol Processor: 2
 Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 shelf spare card XLC-11 per Teleport)
 Service demarcation points **Point A:** One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-301-2 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-19 Location: 166E
 Intelsat to Customer site: NEP32K Customer site to Intelsat: NEP32K
 Transponder No. (Forward) (Return)
 Beam North East Pacific Beam (NEPKH/NEPKV)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Reference OSC# 25426 SO# 511901
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Pacific Ocean Region
 Hub equipment Number of Protocol Processor: 0 Number of NMS: 0
 Number of Line Card: 3 XLC-11
Point A: One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-301-3 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-19 Location: 166E
 Intelsat to Customer site: SW3K Customer site to Intelsat: SW3K
 Transponder No. (Forward) (Return)
 Beam South West Pacific Beam (SWPKH/SWPKV)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Reference OSC# 25426 SO# 511906
 Maximum number of remote Sites To Be Determined
 ([***) per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Pacific Ocean Region

Hub equipment

Number of Protocol Processor: 0 Number of NMS: 0

Number of Line Card: 3 XLC-11

Point A: One cm in front of the customer antenna feed

Point B: IFL connection to chassis

Point C: Ethernet connection of chassis

Point Z: Intelsat Internet access router port

Service demarcation points

Service ID No. 513075-302 Co-Location

Co-location Yes (see Co-Location Service details)

Service ID No. 513075-303 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports N/A

Yes [***] Mbps via IntelsatOne (see Additional Terms and Conditions)

N/A

To be provided by Customer Local loop provider:

Ready Expected to be delivered by [DD Month]

Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)

Patch panel at Intelsat Teleport:

Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan

Perth Brazil

Patch panel at Intelsat POP:

McLean London Frankfurt New York Los Angeles

Atlanta Seoul Various

Circuit Type: E1 T1 T3/DS3 Ethernet Private Line

Note: E3 interface is not available at POPs

Number of Circuits:

To be provided by Intelsat

Terminating Location (Customer end location):

NPA/NXX or phone number: Suite/Rack No.: Address:

Local loop

Service ID No. 513075-304

Internet Access Yes Data Rate = [***] Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate.

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s).

Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis.

The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2C: Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Napa Teleport** 961Anselmo Court, Napa, CA 94558, USA
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdair.calder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team **dsp@intelsat.com**
doc@intelsat.com (24 x7 x 365)

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Appendix 3C – Napa Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at <https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf>.

Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

<u>Co-location site name</u>	<u>Name: Napa Teleport</u>				
List of equipment	<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/ Model No.</u>	<u>Quantity</u>	<u>Rack Units</u>
Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.	1	[***]	[***]	[***]	[***]
Note 2: All co-located equipment must be 19 inches rack mountable	2	[***]	[***]	[***]	[***]
	3	[***]	[***]	[***]	[***]
	4	[***]	[***]	[***]	[***]
	5				
Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.	6				
	7				
	8				
	Total				

<u>Item</u>	<u>Service Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> by Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines <input checked="" type="checkbox"/> Internet access Data rate [***] Mbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring). Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)
Cross-connect required to other customer	Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat’s co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers’ co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

- (*) 1. Please contact our Provisioning team at dsp@intelsat.com+ for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

<u>Item</u>	<u>Level 1 support charges per hour</u>	<u>Level 1 support details</u>
Level 1 support	<u>7 days a week 0800-1700: [***](local time)</u> Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred [***].	Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC: <ul style="list-style-type: none"> • Re-booting of Customer equipment. • Changing cards as guided by Customer. • Customer must provide spare cards. • Swapping cards as advised by Customer. • Checking LED status, as requested and guided by the Customer.

Appendix 1D – Service Details Perth Teleport

Perth Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - **Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.**
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-401 Uplink/Downlink and Hub (NBB-T)

Satellite & location Satellite: IS-19 Location: 166E
 Transponder No. Intelsat to Customer site: ANZ9K Customer site to Intelsat: ANZ9K
 (Forward) (Return)
 Beam Australia New Zealand Beam (ANZKH/ANZKV)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 25426 SO# 511900
 Maximum number of remote Sites To Be Determined
 ([***] per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Australia New Zealand Region
 Hub equipment Number of Protocol Processor: 2
 Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 spare card XLC-11)
 Service demarcation points **Point A:** One cm in front of the customer antenna feed **Point B:** IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-402 Co-Location

Co-location Yes (see Co-Location Service details)

Service ID No. 513075-403 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports N/A
 Yes [***] Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)
 Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen
 Kumsan
 Perth Brazil
 Local loop Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta
 Seoul Various
 Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
 Note: E3 interface is not available at POPs
 Number of Circuits:
 To be provided by Intelsat
Terminating Location (Customer end location):
 NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-404

Internet Access Yes Data Rate = [***] Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate.

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s).

Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2D - Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Perth Teleport** Gnangara Satellite Earth Station, 620 Gnangara Road, Landsdale, WA, 6065 Australia
Intelsat POP address **New York POP**, Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
 Various - For network diversity
Sales Director Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdair.calder@intelsat.com
Sales Engineer Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
Provisioning Team dsp@intelsat.com
doc@intelsat.com (24 x7 x 365)

Appendix 3D – Perth Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at <https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf>.

Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

<u>Co-location site name</u>	<u>Name: Perth Teleport</u>				
<u>List of equipment</u>	<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/ Model No</u>	<u>Quantity</u>	<u>Rack Units</u>
Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.	1	[***]	[***]	[***]	[***]
	2	[***]	[***]	[***]	[***]
Note 2: All co-located equipment must be 19 inches rack mountable	3	[***]	[***]	[***]	[***]
	4	[***]	[***]	[***]	[***]
	5				
Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.	6				
	7				
	8				
	Total				

<u>Item</u>	<u>Service Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> by Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines <input checked="" type="checkbox"/> Internet access Data rate [***] Mbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring).
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8 th Ave., NYC	Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)
No. of Teleport access cards		The other customer authorization must be provided to Intelsat to establish the cross-connect.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.

(*) 1. Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

Item

Level 1 support

Level 1 support charges per hour

7 days a week 0800-1700: [***].(local time)

Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred plus [***].

Level 1 support details

Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC:

- Re-booting of Customer equipment.
- Changing cards as guided by Customer.
- Customer must provide spare cards.
- Swapping cards as advised by Customer.
- Checking LED status, as requested and guided by the Customer.

Appendix 1E – Service Details Kumsan Teleport

Kumsan Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-501 Uplink/Downlink and NBB-T

Satellite & location Satellite: IS-22 Location: 72.1E
 Transponder No. Intelsat to Customer site: MOK36K Customer site to Intelsat: MO36K
 (Forward) (Return)
 Beam Mobility Beam (MOKH/MOHV)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 512299 SO# 25541
 Maximum number of remote Sites To Be Determined
 ([***] per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area IOR/POR Region
 Number of Protocol Processor: 2
 Hub equipment Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 spare card XLC-11)
Point A: One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-502 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075-503 Ethernet Private Line Connectivity

Fiber extension between N/A
 POPs or Teleports Yes [***] Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)
 Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
 Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta
 Seoul Various
 Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
 Note: E3 interface is not available at POPs
 Number of Circuits:
 To be provided by Intelsat
Terminating Location (Customer end location):
 NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-504

Internet Access Yes Data Rate = [***] Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate.

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s).

Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the

Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2E: Operational Contact Details

Customer Technical Contact

Name	Bryan Lauer, VP Systems Engineering
Phone	+1-630- 647-1429
Fax	N/A
Mobile	+1-630-886-7054
E-mail address	blauer@gogoair.com

Customer End User Helpdesk

Name	Gogo LLC, Network Operations Center
Helpdesk Manager	NOC Engineer on Duty
Address	1250 North Arlington Heights Rd
Country	USA
Phone	1 866 943 4662
Mobile	N/A
Fax	N/A
E-mail address	noc@aircell.com

Customer Earth Station Contact

Earth Station Name	Same as End User Helpdesk
Earth Station Manager	
Street address	
City	
Country	
Phone	
Fax	
Mobile	
E-mail address	

Intelsat Contact Details

Intelsat Teleport address	<input checked="" type="checkbox"/> Kumsan Teleport , Kumsan Satellite Earth Station, KT, 259-1, Yangjeon-ri, Geumseong-myeon, Geumsan-gun, Chungnam, Korea, 312-700
Intelsat POP address	<input checked="" type="checkbox"/> New York POP , Level 3, 111 8th Avenue, Suite 304, New York, NY 10011, USA
	<input checked="" type="checkbox"/> Various - For network diversity
Sales Director	Name: Alasdair Calder Tel: (202) 944-6824 Email: alasdair.calder@intelsat.com
Sales Engineer	Name: Jeff Kimble Tel: (202) 944-6805 Email: Jeff.kimble@intelsat.com
Provisioning Team	dsp@intelsat.com doc@intelsat.com (24 x7 x 365)

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Appendix 3E – Kumsan Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at <https://my.intelsat.com/files/resources/Collocation-Handbook 6April2010.pdf>.

Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

Name: Kumsan Teleport

List of equipment

Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/ Model No</u>	<u>Quantity</u>	<u>Rack Units</u>
1	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

<u>Item</u>	<u>Service Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> by Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines <input checked="" type="checkbox"/> Internet access Data rate [***] Mbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring).
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8 th Ave., NYC	Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)
No. of Teleport access cards		The other customer authorization must be provided to Intelsat to establish the cross-connect.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order. Intelsat’s co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers’ co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

(*) 1. Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

Item

Level 1 support

Level 1 support charges per hour

7 days a week 0800-1700: [***](local time)

Note: Level 1 support labor is not included in the colocation rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred plus [***].

Level 1 support details

Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC:

- Re-booting of Customer equipment.
- Changing cards as guided by Customer.
- Customer must provide spare cards.
- Swapping cards as advised by Customer.
- Checking LED status, as requested and guided by the Customer.

Appendix 1F – Service Details Brazil Teleport

Brazil Teleport Master

Service type VNO (as a Hub Lease)
 Service Mode (choose one) Evolution DVB-S2 with ACM (iDX 2.0.1 or higher)
 Operating software version iDX 3.1.0.3 (DVB-S2) - *Customer agrees and acknowledges that they will use iDX 3.1.0.3 software at installation and thereafter the Customer will be free to utilize any software they require.*
 Group QoS (choose one) Hub Lease (see appendix for details)

Service ID No. 513075-501 Uplink/Downlink and NBB-T

Satellite & location Satellite: IS-22 Location: 72.1E
 Intelsat to Customer site: MOK36K Customer site to Intelsat: MO36K
 Transponder No. (Forward) (Return)
 Beam Mobility Beam (MOKH/MOHV)
Initial configuration:
 Service IP data rate (kbps) Forward Minimum IP Data rate: To be determined as mutually agreed upon
 Return IP Data rate: To be determined as mutually agreed upon
 Forward Maximum¹ IP Data rate: To be determined as mutually agreed upon (equal to Minimum if ACM not used)
 Total bandwidth required (MHz) Refer to OSC# 511949 SO# 25439
 Maximum number of remote Sites To Be Determined
 ([***] per Mbps aggregate (min IP data rate + return IP rate))
 Modem type and model No:
 CPT details Antenna Size: m BUC/HPA size: w
 G/T (mid-band) dB/K Tx gain (mid-band) dBi
 Service coverage area Brazil Region
 Number of Protocol Processor: 2
 Hub equipment Number of NMS: 0
 Number of Line Card: 3 XLC-11 (1 spare card XLC-11)
Point A: One cm in front of the customer antenna feed
Point B: IFL connection to chassis
Point C: Ethernet connection of chassis
Point Z: Intelsat Internet access router port

Service ID No. 513075-502 Co-Location

Co-location N/A
 Yes (see Co-Location Service details)

Service ID No. 513075-503 Ethernet Private Line Connectivity

Fiber extension between POPs or Teleports N/A
 Yes [***] Mbps via IntelsatOne (see Additional Terms and Conditions)
 N/A
 To be provided by Customer Local loop provider:
 Ready Expected to be delivered by [DD Month]
Terminating Location (Interconnection point with Intelsat): (addresses are provided in Section VII)
 Patch panel at Intelsat Teleport:
 Fuchsstadt Ellenwood Mountainside Riverside Napa Bouen Kumsan
 Perth Brazil
 Patch panel at Intelsat POP:
 McLean London Frankfurt New York Los Angeles Atlanta
 Seoul Various
 Circuit Type: E1 T1 T3/DS3 Ethernet Private Line
 Note: E3 interface is not available at POPs
 Number of Circuits:
 To be provided by Intelsat
Terminating Location (Customer end location):
 NPA/NXX or phone number: Suite/Rack No.: Address:

Service ID No. 513075-504

Internet Access Yes Data Rate = [***] Mbps

When Adaptive Code and Modulation (“ACM”) is not employed, the Maximum IP Data Rate will be equal to the Minimum IP Data Rate.

When ACM is employed, this Service Order guarantees the Forward Minimum IP Data Rate at the minimum modulation scheme (see Forward Carrier Parameters) and the Return IP Data Rate (s).

Additional forward IP data rate, achieved through the use of ACM up to the Forward Maximum IP Data Rate is provided on a best effort basis. The Minimum IP Data Rate must result in a symbol rate of no less than 1MSps

Notes:

- Global code: The DVB-S2 specification defines a concatenation of Low Density Parity Check (LDPC) code and Bose-Chaudhuri-Hocquenghem (BCH) codes. This results in a higher FEC overhead reflected in link budgets by the global code rate.
- Intelsat Network Broadband Service supports VoIP and VPN by enabling clear dedicated access channel between the network hub and remote site modem. VoIP/VPN support over Intelsat Network Broadband Service is limited to transport of VoIP packets from the remote VSAT Unit’s Ethernet port to Intelsat’s multi-homed internet backbone. Selection of a VoIP service provider and termination with them is expected to be arranged by the Customer. Similarly, provision of any VPN hardware and software for end-user’s end-to-end secure application is expected to be arranged by the

Customer. The Customer is also responsible for setting up VoIP/VPN functionalities, such as routing, gateway configuration, call setup, control, billing, etc.

Appendix 2F: Operational Contact Details

Customer Technical Contact

Name Bryan Lauer, VP Systems Engineering
Phone +1-630- 647-1429
Fax N/A
Mobile +1-630-886-7054
E-mail address blauer@gogoair.com

Customer End User Helpdesk

Name Gogo LLC, Network Operations Center
Helpdesk Manager NOC Engineer on Duty
Address 1250 North Arlington Heights Rd
Country USA
Phone 1 866 943 4662
Mobile N/A
Fax N/A
E-mail address noc@aircell.com

Customer Earth Station Contact

Earth Station Name Same as End User Helpdesk
Earth Station Manager
Street address
City
Country
Phone
Fax
Mobile
E-mail address

Intelsat Contact Details

Intelsat Teleport address **Brazil Teleport** In final negotiations
Intelsat POP address **Various - For network diversity**
Name: Alasdair Calder
Tel: (202) 944-6824
Email: alasdair.calder@intelsat.com
Name: Jeff Kimble
Tel: (202) 944-6805
Email: Jeff.kimble@intelsat.com
dsp@intelsat.com
doc@intelsat.com (24 x7 x 365)

Sales Director

Sales Engineer

Provisioning Team

Intelsat Confidential and Proprietary

Appendix 3F – Brazil Co-Location Service Details

Intelsat co-location services are provided subject to the terms and conditions of Intelsat’s Customer Co-Location Services Handbook which can be located at https://my.intelsat.com/files/resources/Collocation-Handbook_6April2010.pdf.

Intelsat shall provide one (1) Transmit and one (1) Receive cable to the Customer co-location rack of equipment for each transponder listed in page 2 of this Service Order. Intelsat will provide a Receive, Single-Carrier Level of -40dBm +/- 5dB. If Customer requires greater Receive Power level, upon request Intelsat can provide increased amplified signal for an additional charge.

Co-location site name

Name: Kumsan Teleport

List of equipment

Note 1: Intelsat requires an exhaustive inventory of the equipment to be installed at Intelsat Teleport.

Note 2: All co-located equipment must be 19 inches rack mountable

Note 3: Intelsat does not bear any import VAT, duties or shipment costs applicable to the equipment not owned by Intelsat and delivered to any Intelsat facility.

<u>No.</u>	<u>Vendor</u>	<u>Equipment Type/ Model No</u>	<u>Quantity</u>	<u>Rack Units</u>
1	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]
5				
6				
7				
8				
Total				

<u>Item</u>	<u>Service Details</u>	<u>Notes / Service terms</u>
No. of rack units (RU)/rack	11 RU(s) 1 Rack(s) Racks to be provided <input type="checkbox"/> by Customer <input checked="" type="checkbox"/> by Intelsat	All racks are standard 19 inch racks. Rack height varies by teleport. Please see Intelsat’s Customer Co-location Handbook for rack height for the selected teleport.
No. of power outlets	Customer supplied PDU	The number of allowable power outlets without extra charge is limited to 1 per RU, 4 per half rack and 8 per full rack on the same power source. Additional power outlets are available in increments of 8 and are subject to an additional NRC of [***] for each set of 8 power outlets under the same power source. If a different power source is required, item #5 will apply. (*)
No. of power sources	2 power sources	The number of allowable power sources without extra charge is limited to 1 per rack. Additional power sources are available and are subject to an additional NRC of [***] for each additional source and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. The number of outlets provided per additional power source is as per item #4. (*)
Total power consumption	2x20 Amps power sources each (total 40Amps)	The allowable power without extra charge is limited to 20 Amps per rack. Additional power requirements are subject to an additional NRC of [***] per 20 amps increment and an additional MRC of [***] per RU, [***] per half rack and [***] per full rack. (*)
Remote access	<input type="checkbox"/> Incoming dial-up access Number of lines <input checked="" type="checkbox"/> Internet access Data rate [***] Mbit/s <input type="checkbox"/> Not required	Remote Internet access is available to allow customers to control and monitor equipment. Please indicate the data rate required for remote monitoring access (e.g. do not put the data rate here for your satellite carriers, but instead the rate for remote Internet access for equipment monitoring). Outgoing phone lines are not available at the Teleport. Incoming dial-up access lines are subject to a location fee and a line rate dependent upon the amount charged by the local telecom providers. If Internet access is required, the co-located equipment must have an Ethernet port. (*)
Cross-connect required to other customer	<input checked="" type="checkbox"/> Yes - Customer agrees to be responsible for the interconnection to CenturyLink located at 111 8 th Ave., NYC	The other customer authorization must be provided to Intelsat to establish the cross-connect.
No. of Teleport access cards		Intelsat shall provide the Customer access to its Teleport for installation of Customer-provided equipment, for emergency operation and maintenance and for any required Intelsat SSOG test and network activation tests. Any visit to Intelsat facilities, such as Teleport, should be coordinated with Intelsat in advance. The Customer will normally be allowed to have a maximum of two persons on site to support the service detailed in this Service Order.
Assistance required for equipment installation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Intelsat’s co-location MRC and NRC do not includes the provision of any labor to assemble and rack mount Customers’ co-located equipment. Any such assistance must be requested separately and is charged as per level 1 support charges presented in row 11 below.

(*) 1. Please contact our Provisioning team at dsp@intelsat.com for your additional power, power outlets and remote access requirements, if any.
2. A separate invoice will be issued for these above additional requirements.

Item

Level 1 support

Level 1 support charges per hour

7 days a week 0800-1700: [***].(local time)

Note: Level 1 support labor is not included in the co-location rack space charges. Labor will be invoiced for a minimum of one hour and then per additional half hour increment. Any additional special labor or material expenses will be charged at cost incurred plus [***].

Level 1 support details

Intelsat will provide the following services as part of Level 1 support when requested by the Customer to the NOC:

- Re-booting of Customer equipment.
- Changing cards as guided by Customer.
- Customer must provide spare cards.
- Swapping cards as advised by Customer.
- Checking LED status, as requested and guided by the Customer.

**Appendix 4 - Roles & Responsibilities of
Intelsat and Gogo for VNO and Hub Lease Service Options**

	<u>Hardware</u>	<u>Hub Lease</u>
iDirect hub hardware investment (Hub chassis, line cards, back-up line cards and protocol processors)		Intelsat
IP hardware infrastructure at teleports (switches, routers etc.)		Gogo
Investment in GNMS		Gogo
NMS client software investment		Gogo
Procurement of equipment co-located at Intelsat Teleport		Gogo
Procurement of aircraft terminals		Gogo
	<u>Services</u>	<u>Hub Lease</u>
Space segment sizing and hub commissioning		Intelsat
Commissioning of routers, switches etc		Gogo
Teleport services (RF uplink and downlink)		Intelsat
Intelsat Internet backbone connectivity		Intelsat
Intelsat MPLS, Metro Ethernet, VPN commissioning		Intelsat
Set up and modification of carriers in NMS with iBuilder		Gogo
Set up and modification of traffic profiles in NMS with iBuilder		Gogo
Network management and monitoring with iMonitor		Gogo
Software upgrades		Gogo
Repair and replacement of failed iDirect hub hardware		Intelsat
		after notification by Gogo
Repair and replacement of failed teleport hardware (excluding iDirect hub hardware – see above)		Intelsat
Remote site configuration in NMS with iBuilder:		
• Set up / modification of assignment of remotes to carriers		Gogo
• Set up / modification of QOS profiles		
Remote equipment installation		Gogo
Cross-polarization isolation and 1 dB compression tests (or comparable tests if unavailable due to antenna limitations)		Gogo with support of Intelsat
CMC		
	<u>Hardware</u>	<u>Hub Lease</u>
Generation of the option files required for the iDirect modem configuration through iBuilder		Gogo. Intelsat support where necessary
Loading of the option file on the remote iDirect modem and upgrade of this option file if required		Gogo
Remote software compatibility		Gogo
Remote equipment maintenance		Gogo
Remote software version		Gogo
Remote software upgrade		Over the air by Gogo Remote support by Gogo
Installation, co-location, management and maintenance of co-located equipment at Intelsat Teleport		Gogo
Integration of traffic via non-Intelsat teleports and non-Intelsat satellite capacity with this proposed network		Gogo
Integration of traffic via Intelsat teleports and non-Intelsat satellite capacity with this proposed network		Intelsat
Creation of beam map files in support of automatic beam switching		Intelsat
		(for Intelsat satellites only)
Setting up of helpdesk and Level 1 support to end users*		Gogo
Training of end users		Gogo
Local and national licensing		Gogo
Level 1 support to end users*		Gogo
24 x 7 Level 2 support*		Gogo
24 x 7 Level 3 support*		Intelsat
Application support		Gogo

Support Levels for Network Broadband Service

<u>Support Level</u>	<u>Description of Support</u>
Level 1	All end-user support including initial site configuration, subsequent equipment trouble shooting and site-specific technical & QOS issues
Level 2	Support related to remote configuration issues in the NMS such as assignment or modification of a carrier or a QoS profile to a remote in the NMS.
Level 3	Customer support related to network wide issues as carrier configuration issues, QoS profile configuration issues, space segment, or hub equipment and hub IP configuration issues.
Level 4	Vendor support related to network wide issues which require software, firmware, or hardware modification/upgrade

1. [***]
2. [***]
3. Furthermore, the incremental growth may also require charges for additional space segment resources which are not included in the above calculations.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

Product Manufacturing and Purchase Agreement
AeroSat HR6400 Ku Band Antenna Systems

This **PRODUCT MANUFACTURING AND PURCHASE AGREEMENT** (this “**Agreement**”) dated May 8, 2012, is between Gogo LLC, a Delaware limited liability corporation, with a principal place of business located at 1250 N. Arlington Heights Road, Suite 500, Itasca, IL 60143 (“**Gogo**”) and AeroSat Avionics LLC, a Delaware limited liability corporation, with a principal place of business located at 62 Route 101A, Amherst, NH 03031 (“**AeroSat**”). Gogo and AeroSat may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

It is agreed as follows:

1. **Scope.** Under the terms of this Agreement, Gogo retains AeroSat to provide to Gogo any product set forth in Exhibit A (the “**Product**”), and any other Deliverables agreed to by the Parties, in writing, manufactured in accordance with the requirements and AeroSat’s typical system performance as defined in Exhibit F for Product pursuant to purchase orders issued to AeroSat. The term “**Deliverables**” means the Product and any other goods or services set forth in Exhibit A.
2. **Manufacture and Acceptance.** AeroSat will manufacture and deliver the Product and Deliverables described in Exhibit A according to the schedule described in Exhibit A.
 - 2.1 First Product Acceptance. Gogo will have up to thirty (30) business days to examine the initial embodiment of each Product and determine if it conforms to the applicable specifications and requirements, and if it was provisioned in accordance with the applicable Service Level Agreement (“SLA”), if any, as defined in Exhibit E. If any Product or Deliverable does not meet the requirements as set forth in Exhibit F, Gogo will indicate rejection of the foregoing, and provide AeroSat with a written list of errors and return the defective Product to AeroSat. Within ten (10) days of receiving a rejection and the defective Product, AeroSat will correct such errors so that the Product and Deliverable conforms to the applicable requirements. Upon correction of the errors, AeroSat will redeliver the corrected items to Gogo, at AeroSat’s expense, which corrected items will be subject to the Acceptance procedure described in this Section. However, if errors still exist after three (3) attempts at correction by AeroSat, Gogo may terminate this agreement by providing notice to AeroSat with Gogo’s description of the remaining errors. If the Products and Deliverables meet the requirements, Gogo will signify acceptance of the Products and Deliverables in writing to AeroSat (“Acceptance”).

- 2.2 **Subsequent Product Acceptance.** Subsequent to first article Acceptance set forth above in Section 2.1, a Product is subject to AeroSat's standard inspection and/or testing at place of manufacture. Gogo may inspect the Product and/or witness testing at AeroSat's facility or at such other place as AeroSat shall designate. Following shipment, Gogo may examine each Product for nonconformity to AeroSat's specification, which specifications shall be provided to Gogo in writing in advance of Gogo issuing a purchase order for the applicable Product or Deliverable. Gogo's acceptance of any Product or Deliverable will not release AeroSat from its warranty obligations under this Agreement, including any of its Exhibits. If the Products and Deliverables are found to be defective or nonconforming, Gogo may return the Product in accordance with its warranty rights under Exhibit B.
3. **Changes.** After consultation with AeroSat, Gogo may request changes to the Products or Deliverables at any time prior to first Product Acceptance; provided, however, that the requested changes are commercially reasonable. Requests for material changes (defined as any change that would materially increase cost), will be submitted in writing. AeroSat is not required to accept material changes, but may do so based on mutually agreed terms (including any appropriate revisions to the milestone schedule). Upon acceptance by AeroSat, Gogo and AeroSat will sign the corresponding revision, if any, to Exhibit A or Exhibit F. If AeroSat does not accept the material change within ten (10) business days of Gogo's request, Gogo may terminate this agreement by notice to AeroSat.
4. **Support.** AeroSat will provide Product warranty support under the terms and conditions described in Exhibit B: Support Terms.
5. **Warranty.**
- 5.1 **Generally.** AeroSat warrants that the Products and Deliverables will (a) be free of defects in design, engineering, coding, materials and workmanship that interfere with product functionality or conformity to the applicable product requirements and specifications; (b) conform to the applicable requirements and specifications; and (c) perform and operate as intended and as set forth in the applicable requirements and specifications of Exhibit F, or as otherwise agreed by the parties in writing. If any design, engineering or coding defect is documented within a period of six months after Product Acceptance, AeroSat will promptly provide engineering analysis, redesign, coding and other services necessary to analyze any failures and correct the defect. Further, AeroSat will use commercially reasonable efforts to either directly provide to Gogo or Gogo's customers any manufacturer's warranty provided with any third party components made part of the Product or Deliverables or assert such claims in AeroSat's name. For any defect corrected under this warranty, AeroSat will promptly provide revised documentation in accordance with the corresponding

requirements of Exhibit A, if applicable. AeroSat's liability under the warranty provided under this Agreement shall terminate upon the earlier of [***] as set forth above unless a Warranty Disabling Condition occurs during such period. The parties will negotiate in good faith to agree on extended warranty terms. The cost to Gogo for any such extended warranty for two additional years of warranty coverage shall be 5% of the Product unit original purchase price. Gogo's remedy in the event of AeroSat's sale of defective Product or Deliverable will be, at AeroSat's option, (i) the prompt repair of the defective Product or Deliverable, (ii) the replacement of the defective Product or Deliverable, or (iii) a refund of the purchase price paid by Gogo therefor. In the event of a systemic or recurring defect in connection with all Products or Deliverables of a particular type, Gogo shall have the right to terminate this Agreement.

- 5.2 **AMSS Representation.** AeroSat represents, warrants, and certifies that (i): its HR6400 antenna system has been licensed under FCC Part 25 a copy of which is evidenced in Exhibit G, and (ii) it will use commercially reasonable efforts to assist Gogo in meeting the International Telecommunications Union Recommendation ITU – R M.1643 requirements for AMSS use of the Ku band fixed satellite service for the Product.
- 5.3 **Disabling Procedures.** AeroSat represents and warrants that the Product does not and will not contain any disabling procedures (as defined in the next sentence). "Disabling procedures" means any code or instructions that is capable of intentionally, disabling, interfering with or otherwise harming the Product, any connected system, or any information resident on such a system, except in a manner that is intended for the functionality of the Product and fully disclosed in the documentation of the Deliverables. For example, "disabling procedures" includes any virus or other malicious code, software lock, time bomb or trap door. Immediately upon discovery of any disabling procedures that may be included in the Product or Deliverables, AeroSat will notify Gogo, and will cooperate to identify and eradicate such disabling procedures.
- 5.4 **Warranty Disabling Condition.** AeroSat will have no duty to provide warranty service for any Product for which any of the following (a "Warranty Disabling Condition") has occurred:
- (a) Any use of the Product in conjunction with components other than those: (i) demonstrated to AeroSat's reasonable satisfaction in either the AeroSat's integration lab or the Gogo's integration lab, (ii) set forth in any documentation or writing accompanying a Product, or (iii) intended for use with the Product;
 - (b) Any failure of the Products not attributable to AeroSat (including any neglect, misuse, abuse, vandalism, mishandling, improper storage or shipping, tampering, damage, or removal or breakage of any markings, serial numbers or seals); or
 - (c) The warranty claim is received by AeroSat after the warranty has terminated.

THIS IS THE ONLY WARRANTY GIVEN BY AEROSAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED, EXCEPT ANY WARRANTIES WHICH CANNOT BY LAW BE EXCLUDED.

6. **Price and Payment.** Gogo will pay AeroSat the fees, in accordance with the schedule, set forth in Exhibit A. Gogo will pay for Product and Deliverables at the prices set forth in Exhibit A. Payments will be in U.S. dollars. Except as provided in Exhibit A, Payments will be due [***] from invoice date, unless otherwise agreed by the Parties in writing.
7. **Intellectual Property.** This section describes the ownership of the intellectual property embodied in the Products and Deliverable delivered to Gogo under this Agreement. Intellectual property includes copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights, and rights to enforce all of the foregoing (“**Intellectual Property**”). The Product or Deliverable Intellectual Property will be identified as being “AeroSat Owned IP,” or “Gogo Owned IP,” as set forth in the Exhibit describing the applicable Product or Deliverable. If not specified, the Product or Deliverable Intellectual Property will be considered AeroSat Owned IP.
 - 7.1 **Pre-Existing Intellectual Property.** Unless as otherwise agreed to in writing by the parties, each party will retain ownership of its Intellectual Property that pre-exists the effective date of this Agreement or was developed outside of this Agreement.
 - 7.2 **AeroSat Owned IP.** AeroSat Owned IP is that Intellectual Property created under the terms of this Agreement or AeroSat Pre-Existing Intellectual Property, in which AeroSat or third parties have all right, title, and interest in or to the Intellectual Property embodied in the Product or Deliverable. Notwithstanding Section 10, AeroSat grants Gogo an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, display, perform, sell, and distribute, copies of AeroSat Owned IP solely as embodied in the applicable Product or Deliverable sold by AeroSat to Gogo.
 - 7.3 **Gogo Owned IP.** The Gogo Owned IP shall be deemed to include the Gogo Pre-Existing Intellectual Property and new works specially ordered and commissioned by Gogo, and in the case of such new works, only those works specifically designated by the parties as Gogo Owned IP in the applicable transaction document or Exhibit. New works which are specifically designed by the parties as Gogo Owned IP are works made for hire pursuant to U.S. copyright law. If any portion of Gogo Owned IP is not considered a work made for hire, or if AeroSat may be entitled to claim any other ownership interest in Gogo Owned IP, AeroSat, transfers, grants, conveys, assigns, and relinquishes exclusively to Gogo all of AeroSat’s worldwide right, title and interest in and to such Intellectual Property, in perpetuity or for the longest period otherwise

permitted by law. AeroSat shall perform, at Gogo's expense, any acts that may be deemed necessary or desirable by Gogo to evidence more fully the transfer of ownership of such Intellectual Property designated as Gogo Owned IP to Gogo. Nothing in this Section will preclude AeroSat from having similar components manufactured for other customers; provided that AeroSat does not make reference, violate Gogo's rights in, or use the Gogo Owned IP in furtherance thereof.

7.4 **No Implied Rights.** Other than as specifically provided herein, no rights by license or otherwise, express, implied, or otherwise for any Intellectual Property are hereby conferred or granted. Gogo will not, and will not instruct, authorize, or participate with others to, use or access equipment, technology, data, material or devices developed, owned or controlled by AeroSat for purposes of reverse engineering the Product or any Deliverable. Any software delivered by AeroSat to Gogo during the term of this Agreement (including any present in the Product) will remain the property of AeroSat or its licensors, and use thereof by Gogo or its customers will be subject to the terms and conditions provided therewith, including with respect to third party licensors.

8. **Limitations on AeroSat's Business.** AeroSat will not directly sell Product to any Gogo customer that is flying with the Product sold by Gogo. AeroSat will further provide the benefits conveyed in Exhibit A, Para 4.3 Most Favored Customer. Notwithstanding anything to the contrary elsewhere in this Agreement, the Parties agree and acknowledge that AeroSat will not be further restricted in its business activities in any way by this Agreement. Without limiting the prior sentence, AeroSat will have the right to sell the Product and/or any other products and/or any services, directly or indirectly, to any third party.

9. **Purchase Orders.** Other Gogo affiliate companies may place a purchase order under this Agreement by executing the applicable purchase orders and otherwise agreeing to be bound the provisions of this Agreement. All terms and conditions within this Agreement shall govern any such purchase orders with the exception of shipping, delivery, and invoicing address which will be identified within the text of the applicable transaction documents. For purposes of this Section a Gogo affiliate will mean with respect to Gogo any person or entity that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Gogo.

10. **Escrow Documentation.** The parties will implement escrow as described in this Section.

The Parties will execute an escrow agreement as part of the execution of this Agreement in substantially the form attached as Exhibit C (the "Escrow Agreement") with Escrow Associates, Inc. (or another escrow Agreement on terms reasonably acceptable to both parties with a third party escrow agent in the U.S. reasonably acceptable to both parties). Within ten business days following execution of the Escrow Agreement, AeroSat will deposit into the escrow account the materials identified in Exhibit B of the Escrow Agreement (the initial "Deposit"). During the term of this Agreement, AeroSat will deposit updates, replacements and duplicate Deposits as described in paragraph 2.1 of the Escrow Agreement.

The occurrence of any of the events described in paragraph 6 of the Escrow Agreement will trigger release of the Deposit held in escrow. All fees for establishing the Escrow Agreement and maintaining Gogo, as a beneficiary thereof will be paid by Gogo.

If the Deposit is released to Gogo pursuant to the Escrow Agreement, Gogo will not become the owner of the Deposit, but Gogo will have a non-exclusive, royalty-free, irrevocable, worldwide license, with full rights of sublicense, to use, perform, copy, display, reproduce, market, sell, and distribute the AeroSat Owned IP subject to the Deposit or to manufacture or have manufactured the Product or Deliverables for all orders placed prior to termination of the Agreement or release of the Deposit and for no other purpose. Gogo shall have the right to inspect and review the contents of the Deposit, upon notice to the third party escrow agent and AeroSat, for the sole purpose of verifying the accuracy and completeness of the Deposit. AeroSat shall have the right to be present at the time of inspection, and Gogo agrees that in conjunction with such verification and inspection, it shall not copy or retain any reviewed information of the Deposit without the consent of AeroSat.

11. **Confidentiality.** The terms of this Agreement are deemed to be Confidential Information under the Confidentiality Agreement between AeroSat and Gogo of even date (the "Confidentiality Agreement"). The Confidentiality Agreement is incorporated herein and will continue to govern Confidential Information exchanged during the term of this Agreement. If there is any conflict between the provisions of the Confidentiality Agreement and this Agreement, this Agreement will govern. Those provisions of the Confidentiality Agreement that are stated to survive termination, will survive termination of this Agreement.

12. **Indemnification.**

12.1 AeroSat Indemnification of Gogo. AeroSat will defend, indemnify, and hold Gogo, its affiliates, officers, directors, employees, and agents harmless against any and all claims, demands, proceedings, damages, obligations, liabilities, losses, fines, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") to the extent arising from or relating to any third party claim for bodily injury or damage to tangible property resulting from a defect in materials or workmanship of the Product attributable to AeroSat, unless such Losses are due to the negligence or intentional misconduct of Gogo, its clients or its or their agents. AeroSat will not enter into any settlement covering such Losses unless first approved by Gogo, which approval will not be unreasonably withheld. Gogo may participate in the defense of any action, suit, or proceeding relating to such Losses through a counsel of its own choosing and at its own expense.

12.2 Gogo Indemnification of AeroSat. Gogo will defend, indemnify, and hold AeroSat, its affiliates, officers, directors, employees, and agents harmless against

any and all Losses to the extent arising from or relating to any third party claim resulting from (i) a defect in materials or workmanship of the Product attributable to Gogo or a customer of Gogo or (ii) any component of a product or system, other than the Product, which is utilized by Gogo, a customer of Gogo or any other end user in association with the Product, unless such Losses are due to the negligence or intentional misconduct of AeroSat, its clients or its or their agents. Gogo will not enter into any settlement covering such Losses unless first approved by AeroSat, in its reasonable discretion. AeroSat may participate in the defense of any action, suit, or proceeding relating to such Losses through a counsel of its own choosing and at its own expense.

13. **Intellectual Property Indemnity.** AeroSat hereby indemnifies, defends, and holds Gogo harmless against all loss, liability or expense (including reasonable attorney and witness fees and expenses) arising out of any claim brought by a third party that any Product or Deliverable infringes upon, misappropriates, or otherwise violates any intellectual property rights owned or controlled by a third party, unless such loss, liability or expense results from Product design changes required by Gogo. In the event that a Product or Deliverable is held by a court of competent jurisdiction or is determined by AeroSat to infringe, misappropriate, or otherwise violate any intellectual property rights owned or controlled by a third party other than as a result of the Gogo Intellectual Property, AeroSat will have the option, at its expense, to (a) modify the Product to be non-infringing, (b) obtain for Gogo the right to continue using and selling the Product, or (c) substitute a non-infringing product of equivalent form, fit, function, weight and quality. The indemnity under this section is subject to the conditions that AeroSat is notified of the claim and given the opportunity to control the defense and settlement.
14. **Termination.**
- 14.1 This Agreement will continue in effect for [***] from the date of first Product Acceptance, and thereafter will automatically renew from year to year unless terminated upon notice by either party to the other at least 90 days prior to the expiration of the term of this Agreement. Either party may terminate this Agreement immediately upon notice to the other:
- (a) if the other party materially breaches any of its obligations under this Agreement and the breach is not cured within 30 days after notice thereof setting forth with particularity the breach hereof (provided that if material breach by AeroSat is based on material failure to ship Product to fulfill orders, then the cure period shall be 15 days); or
 - (b) if the other party files insolvency proceedings, or files an answer not seeking dismissal of an insolvency proceeding, or is adjudged insolvent by a court of competent jurisdiction; if substantially all assets of the other party are transferred to an assignee for the benefit of creditors, a receiver or a trustee; if the other party loses any governmental authorization necessary to fulfill its obligations under this Agreement; or if the other party ceases to carry on business.

- 14.2 Upon termination of this Agreement for any reason, (a) AeroSat will promptly deliver to Gogo all Gogo property in the possession of AeroSat, and all work accomplished by AeroSat or in process, inventories, and documentation relating to the Product or Deliverable, existing at the time of termination, (b) Gogo will promptly deliver to AeroSat all AeroSat property in the possession of Gogo, except as embodied in the Products or Deliverables, and (c) Gogo will promptly make payment to AeroSat for the reasonable costs of all completed work, inventory, and work in process at the time of termination (provided that costs will not exceed the value specified in the governing purchase order related to this Agreement). Termination of this Agreement will not be exclusive of any other remedy available under this Agreement or applicable law or equity.
- 14.3 The Parties have considered the investment required to perform this Agreement and possible losses in the event of termination, and agree that the rights of termination provided in this Agreement are absolute.
15. **Limitation of Liability.** EXCEPT FOR BREACH OF SECTION 11 AND EACH PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES ARISING FROM TERMINATION OF THIS AGREEMENT (WHETHER BASED ON LOSS OF INVESTMENT, GOOD WILL, PROSPECTIVE PROFITS OR OTHERWISE).
16. **Quantity Terms.** Except as required in Exhibit A, Gogo is not obligated to procure any minimum quantity of Products, or services under this Agreement. Gogo will purchase a quantity of Products as stated on purchase orders made under this Agreement. Actual quantities will be indicated on a purchase order. Pricing set out in Exhibit A will apply, as may be adjusted for ECO changes.
17. **Taxes.** All prices are exclusive of all sales, use and other taxes, duties, or charges, domestic or foreign. Gogo shall be responsible for the payment of any and all taxes, duties, levies, fees and other charges including any related interest and penalties that are or may be imposed by any non-US governmental entity with respect to (i) the sale and importation of the Products, (ii) the payment for the Products, and (iii) otherwise with respect to the transactions contemplated by this Agreements (including, without limitation the execution of the Agreement). AeroSat is responsible for, and indemnifies Gogo against, any and all taxes (including without limitation any related penalties, interest, fees, etc. associated therewith) arising out of or in connection with AeroSat's (i) business operations to produce or procure the Products and services to be sold to Gogo, and (ii) any income taxes due on AeroSat's income from performance under this Agreement. In no event will AeroSat attempt to bill or invoice Gogo for any taxes described in this Section.
18. **Title and Risk of Loss.** Delivery of the Products shall be made FCA AeroSat's facility in Amherst, New Hampshire, USA (INCOTERMS (2010)), at which time the title and risk

of loss shall pass to Gogo, notwithstanding the fact that AeroSat may have selected a carrier acceptable to Gogo. Gogo shall reimburse AeroSat for any costs (including any imposed taxes or duties) associated with the international shipment of Products. In any event, AeroSat shall provide Gogo with applicable documentation to comply with any export or re-export requirements in connection with the Products. Each Product will have its shipping costs paid by Gogo and be covered by insurance, arranged and paid for by Gogo. AeroSat shall in no way be responsible for the safe arrival of the shipment after it is delivered to the designated carrier for shipment to Gogo. Title shall also pass to Gogo regardless of any provisions for payment of freight or insurance by AeroSat. In any case where Products are sold on the basis of any other international trade term, the meaning of such term contained in INCOTERMS (2010) shall apply as if expressly incorporated herein except insofar as any part of the same may be inconsistent with any of the provisions contained in this Agreement. For any returns or repairs the party shipping the Product shall be responsible for shipping costs.

19. **Delivery Schedules.** The required delivery schedule for Products and Deliverables will be indicated on the purchase orders issued by Gogo. Gogo will make commercially reasonable effort to place purchase orders honoring AeroSat's lead-time, however, if the purchase order delivery dates fall inside of the AeroSat lead-time, AeroSat will use commercially reasonable efforts to meet the date on the purchase order for those Products and Deliverables scheduled inside lead-time. AeroSat will not be in breach of its obligation to deliver Products and Deliverables per the schedule in the purchase orders (when that Product or Deliverable is scheduled inside the lead-time), provided that AeroSat has exercised commercially reasonable efforts to meet such date. For avoidance of doubt, all other deliveries in the purchase orders (that fall outside lead-time) will be delivered in accordance with the terms of this Agreement.
20. **Insurance.** In support of AeroSat's obligations under this Agreement, AeroSat shall maintain, during the term of this Agreement, at its own expense, the following insurance: (a) Workers compensation insurance as statutorily required and employer's liability insurance in an amount no less than \$500,000 per occurrence; (b) General liability insurance with bodily injury and property damage limits of \$1,000,000 per occurrence (in any combination of primary or umbrella coverage) (Such insurance shall include products liability, contractual liability and completed operations coverage.); and (c) Product Liability Insurance in the amount not less than \$5,000,000 per occurrence.
21. **Notice of Certain Changes.** AeroSat will provide written notice to Gogo in the event any of the following events should occur during the term of this Agreement:
 - (a) A breach by AeroSat in performing any material obligation in favor of any third party lender which is not waived;
 - (b) A levy against AeroSat's assets or the seizure or attachment thereof;
 - (c) A change in voting control of AeroSat other than in favor of its current stockholders;

- (d) The appointment of a trustee or receiver over any part of the property of, assignment for the benefit of creditors of, or the commencement of any proceeding under any state or federal law for the relief of debtors by or against AeroSat or any surety for AeroSat; or
- (e) A judgment for the payment of any sum of money against AeroSat in excess of \$500,000.00 which remains undischarged for a period of 90 days during which time execution is not effectively stayed.
- (f) A change in its business, affairs, condition (financial or otherwise) which will have a material adverse effect on AeroSat's business as currently conducted, or in its relationship with any major customer or sole source supplier.

22. **Parts Manufacturing Authority.** Gogo shall obtain and provide a Parts Manufacture Authority assist letter ("PMA Assist Letter") to AeroSat for every unique model of aircraft installation and for all installations accomplished by Gogo that incorporate the Product. Notwithstanding anything else herein, if Gogo does not do so in a timely manner, AeroSat will not be obligated to ship any affected Product. Gogo agrees to assist AeroSat in obtaining Production Approval Holders Status and Parts Manufacturing Authority (PMA) for the Products, including without limitation (a) supporting the application to regulatory authorities; (b) issuing supportive letters; (c) reviewing PMA applications; and (d) access to STC engineering data to support future modifications to the PMA.

23. **General.**

23.1 The Parties are independent contractors. Neither party is an agent or partner of the other. Neither Party has the right to incur any obligation on behalf of the other. AeroSat will provide its own equipment, tools (including software development tools and design tools) and other materials. AeroSat may subcontract its performance under this Agreement to third parties without the prior written consent of Gogo. AeroSat is responsible for qualification and quality control of subcontractors, and for all actions of subcontractors relating to this Agreement. AeroSat will enter into confidentiality agreements with any subcontractors (including contract manufacturers) requiring them to comply with nondisclosure terms at least as restrictive as those of the Confidentiality Agreement. Upon Gogo's request, AeroSat will provide Gogo with signed copies of its agreements with subcontractors described in the preceding sentence. AeroSat represents and warrants that it has all right, title, and interest in and to any work product received from subcontractors that is made part of the Products or Deliverables or has the right to use and distribute such work product to Gogo in connection with Gogo's intended use of the Products or Deliverables, and without the need for Gogo to obtain a license from such subcontractors.

23.2 Both Parties will comply with all laws and regulations applicable to design, manufacture and sale of the Products and Deliverables. The Parties agree not to export, directly or indirectly, any U.S. source technical data related to the Product

or service or any products utilizing such data, which export may be in violation of the United States export laws or regulations. Neither Party will directly or indirectly make any payment, or transfer anything of value, to any government official or employee, political party, political party official, candidate for political office, or other third party in violation of any foreign or domestic commercial bribery, anti-kickback or similar law or regulation.

- 23.3 Notices under this Agreement will be in writing in the English language, and will be effective when received by confirmed fax or courier delivery, to the address set forth in the preamble (as may be changed from time to time by notice). Refusal to accept delivery will be deemed receipt. Notices to Gogo will be directed to "Attn: General Counsel" and notice to AeroSat will be to "Attn: President."
- 23.4 AeroSat may not assign this Agreement including by a sale or transfer of all or substantially all of its assets, or by a direct or indirect change of control of AeroSat's management or policies, without Gogo's prior written consent, which shall be at Gogo's sole discretion and not unreasonably withheld. Any attempt to assign this Agreement in violation of this section will be void.
- 23.5 This Agreement will be construed and the obligations of the parties will be determined in accordance with the substantive laws of the state of New York, USA (without reference to conflict of laws principles). No provision of this Agreement may be waived or modified except (a) as specifically stated herein, or (b) in writing signed by both AeroSat and Gogo. This Agreement (including the Exhibits) is the entire Agreement between the Parties as to its subject matter, and supersedes any other negotiations between the Parties. Any additional terms in an order form, acceptance form or other communication pursuant to this Agreement, other than order quantity and shipping instructions, are expressly excluded and will not modify the terms of this Agreement, unless specifically accepted by both parties in writing. This Agreement may be executed in counterparts, each of which will constitute an original. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions hereof will not be affected. The authority construing this Agreement may modify the affected provision to the minimum extent necessary to be valid and enforceable, or may strike the affected provision and enforce this Agreement as if that provision were not included. The provisions of Section 5, Sections 7, and Section 10 through 24 will survive termination of this Agreement.
- 23.6 Each signer of this Agreement represents and warrants that he is duly authorized to sign this Agreement on behalf of the party for which he signs, and that this Agreement when executed is binding on the Party for which he signs.

- 23.7 AeroSat shall not be liable for delays in performance of its obligations and the date on which AeroSat's obligations are to be fulfilled shall be extended for a period of time caused by the delay when the delay was due to causes beyond the AeroSat's control and not due to its fault or negligence, which Force Majeure causes include but are not limited to, the following:
- (a) Acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (De Jure or De Facto), wars (declared or undeclared), riot, revolution, terrorism, hijacking, fires, epidemics, prohibition of import or export of goods or products, and interruptions of essential services and supplies such as electricity, natural gas, fuels and water.
 - (b) Inability due to causes beyond AeroSat's reasonable control to timely obtain from subcontractor necessary and proper materials, components, facilities when the subcontractor has excusable causes as listed above and such items cannot reasonably be obtained from another source.
 - (c) Partial failure of performance due to any of the aforementioned causes shall not in itself terminate this Contract or excuse any failure by AeroSat to resume all obligations.

In the event AeroSat is affected in the performance of its obligations by any of the aforementioned causes, it shall give the Purchaser prompt written notice of that fact together with satisfactory evidence substantiating that said cause prevents performance, as well as a declaration specifying the steps being taken by the AeroSat to remove such cause of nonperformance and to minimize its effects, and shall continue the performance of its other obligations under this Contract.

- 23.8 **Precedents of Documents.** In the event of conflicting, contradicting or additional terms or conditions between this Agreement, an Exhibit, and any Purchase Order, this Agreement will control, followed by Exhibits, and then a Purchase Order, unless agreed to in writing by the parties, and the Purchase Order specifically identifies the conflicting or contradicting term or condition as being conflicting or contradicting and specifically indicates that the Purchase Order will control. AeroSat's failure to object specifically to provisions contained in any communication from Gogo will not be deemed to be a waiver of the provisions contained in this Agreement. In all events the provisions of this Agreement, the Exhibits, and any applicable Purchase Order will control over a conflicting preprinted provision contained in a Purchase Order. The preprinted provisions of any Customer Purchase Order are hereby rejected and will be null and void.

IN WITNESS WHEREOF, the parties have executed this Product Manufacturing and Purchase Agreement as of the date first written above.

AeroSat Avionics LLC

By: /s/ Dennis E. Ferguson

Dennis E. Ferguson

CEO

Confidential and Proprietary

Gogo LLC

By: /s/ Patrick J. Walsh

Patrick J. Walsh

VP, ENGINEERING DEVELOPMENT

Gogo LLC

EXHIBIT A

This Exhibit A as defined in the Product Manufacturing and Purchase Agreement (“Agreement”) dates as of May 8, 2012, between Gogo LLC (“Gogo”) and AeroSat Avionics LLC (“AeroSat”) is subject to and incorporates by reference the provisions of the Agreement. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. Described within this Exhibit A is the Product and Deliverables to be provided by AeroSat and related terms and conditions.

1. **Product.** The Product is defined as the AeroSat HR6400 Antenna System, which is comprised of the following parts, including their alternates as described in Section 4.2 of this Exhibit as well as supporting documentation. Together in the quantities identified in the parts list below they comprise one shipset (the “Shipset”).

Parts List – HR 6400 Antenna System

<u>Component</u>	<u>Quantity per Shipset</u>
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

2. **Documentation.** Each Shipset component will be delivered with the following documentation:

<u>Component (LRU)</u>	<u>Systems 1 and 2</u>	<u>Post PMA</u>
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

3. **Other Goods and Services.** In addition to the Product, the parties have agreed that AeroSat will supply the goods and services enumerated below:
- 3.1 **AMSS Licensing Support.** AeroSat will provide Gogo with existing documentation to support Gogo's application to the FCC for a license to operate the Product. AeroSat will also provide engineering advice to Gogo in support of Gogo's application before the FCC for a license to operate the product. AeroSat will be responsible only for the performance of the antenna and for the arrangement of any additional Product testing required by a regulatory authority [***].
- 3.2 **Radome Attachment Ring - 767-300.** In consideration for AeroSat's design modification of the existing A330 attachment ring designs to accommodate fitment of the Product on 767300 aircraft, Gogo agrees to pay AeroSat [***] in non-recurring engineering ("NRE") fees for the design modification. Gogo shall pay AeroSat the [***] in NRE fees upon the execution of this Agreement. AeroSat agrees to exclusively sell or distribute the subject modified Radome attachment ring to Gogo for a period of one (1) year from the effective date of the Agreement. AeroSat, at its option, may elect to terminate the foregoing exclusivity by paying Gogo the full amount of the NRE previously paid by Gogo under this Section 3.2.
- 3.3 **Radome Attachment Modifications.** In order to accommodate the fitment of the Product on additional aircraft types, AeroSat will provide Gogo with Radome attachment rings which Gogo may, at the time of order placement, request to have substituted in place of Part Number [***]. AeroSat will provide the first article part conforming to the ordered aircraft type and color within 6 months of order with CFD and FEA reports. In consideration, Gogo agrees to pay AeroSat \$[***] in NRE fees as set forth in Section 6 of the Agreement. AeroSat agrees to exclusively sell or distribute the subject modified Radome attachment ring to Gogo for a period of one (1) year from the effective date of the Agreement. AeroSat, at its option, may elect to terminate the foregoing exclusivity by paying Gogo the full amount of the NRE previously paid by Gogo for the specific substitute part under this Section 3.3.
- 3.4 [***].
- 3.5 [***].
- 3.6 **ACMU E850MPIND.** As part of this Exhibit A, AeroSat agrees to integrate the iDirect modem within an ACMU, and Gogo agrees to pay AeroSat [***] in order to purchase one lab ACMU to Gogo with the integrated iDirect modem and to accelerate the qualification testing of this iDirect ACMU in order for it to be coincident with the qualification testing of the exiting Hughes ACMU. Gogo shall pay AeroSat the [***] upon execution of this Agreement. The initial iDirect lab ACMU shall not include a high-speed software license from iDirect.

4. **Pricing and Payment.**

4.1 **Pricing.** AeroSat agrees to sell Shipsets to Gogo in accordance with the pricing set forth in the below table (Table 1). The table reflects a pricing structure based on the total number of Shipsets ordered by Gogo under this Exhibit A regardless of if the Shipsets are ordered through a single purchase order or multiple purchase orders.

TABLE 1 - Shipset Pricing

Cumulative Quantity of Shipsets	Price per Shipset*
[***]	[***] per Shipset for the [***] Shipsets ordered by Gogo under this Exhibit A (the "First Lot Quantity")
[***]	[***] per Shipset for the [***] Shipset ordered under this Exhibit A, provided that the minimum lot quantity is 10 systems after the First Lot Quantity cited above
[***]	The price for each Shipset after [***] Shipset ordered under this Exhibit A is TBD, but shall not to exceed [***]

* - [***].

4.2 **Alternate Parts and Price Adjustments.** Gogo may, at the time of order placement, elect to modify the Shipset configuration by ordering any or all of the following alternate parts in substitution for the identified baseline Shipset parts. For the first [***] Shipsets ordered, the ACMU configuration election may be identified as "TBD" at the time of order placement. Gogo must define and elect between the configurations, associated with the below referenced substitutions offered for the Product a minimum of 60 days prior to the scheduled delivery date. The per Shipset price increment for each substitution is indicated below:

[***]

4.3 **Most Favored Customer.** AeroSat represents and warrants that the price for Shipsets is the lowest price charged by AeroSat to any of its buyers for similar volumes of similarly configured Shipsets under similar terms. If AeroSat charges any other buyer a lower price for similar volumes or configured Shipsets, AeroSat must apply that price to all Products on order by Gogo with delivery dates contemporaneous or subsequent to the shipment of comparably priced Shipsets at a lower price. AeroSat agrees that it will not sell or offer to sell any Shipset or component thereof to any other customer than Gogo that would in any way interfere or interrupt the Gogo delivery schedule once such a delivery schedule is documented in writing. AeroSat further agrees to fulfill delivery of Products to Gogo for any delayed or incomplete delivery under an issued purchase order before AeroSat ships or delivers the same Products or similar products conforming in all material respects to the specifications set forth in Exhibit F to any other party.

4.4 **Payments.** Any amounts [***] already paid to AeroSat by Gogo under the January 12, 2012, Letter of Intent between Gogo and AeroSat, as amended, shall

be subtracted over the [***] initially procured by Gogo, equating to [***] per system, from the total fees due AeroSat for the purchase of Shipsets under this Exhibit A.

4.5 **Payment Schedule for the Initial Order.** Subject to the above Sections 4.1. through 4.4, and upon execution of this Exhibit A by the Parties:

[***]

(c) Gogo shall pay AeroSat the balance of the total fees under the initial order upon receipt and Acceptance by Gogo of each Shipset.

4.6 **Payment Schedule for Additional Orders.** [***]

5. **Delivery.** Subject to AeroSat's successful completion of the ACMU qualification testing of the Shipset, which shall be completed by five weeks after receipt of funds. Shipset deliveries to Gogo shall begin by July 1, 2012, and be completed before December 31, 2012; provided that the below-listed milestone and delivery dates will be tolled to accommodate required testing or for delays caused solely by Gogo's action or inaction. Gogo shall be responsible for securing all applicable airworthiness compliance permits to integrate the Shipsets onto aircraft required by the Department of Transportation, Federal Aviation Administration or any foreign counterpart. Shipset delivery documentation is set forth in Section 2 to this Exhibit A.
6. **Operations Support.** AeroSat will provide telephone operations support, Monday through Friday excluding U.S. federal holidays between the hours of 8AM and 5PM Eastern Time. For assistance, please call +1 603-897-0205, extension 151. The Point of Contact is Frank Blanda.
7. **Additional Terms.**
 - 7.1 **Right to Complete.** Subject to the escrow agreement between the Parties, the terms of which shall supersede the terms of this Section in the event of a conflict, should any of the Shipsets delivered to Gogo not operate in accordance with Exhibit F (provided that any nonconformance which does not affect performance of the Product will not be deemed a material failure), or if AeroSat otherwise materially defaults in its performance under any purchase order, other than a default resulting or arising solely from Gogo's actions or inaction, then, subject to AeroSat's warranty obligations, and upon Gogo's instruction, AeroSat shall release or notify the applicable escrow agent to release the Deposit to Gogo to allow Gogo to complete any ordered Shipsets pursuant to a purchase order issued prior to the date of default. Gogo shall be entitled to make modifications to AeroSat's Deposit for completion of any Shipsets. For any Materials released to Gogo *via* escrow, Gogo agrees to hold such Deposit as Confidential Information in accordance with the terms and conditions set forth in the Confidentiality Agreement. In the event of the foregoing, Gogo shall be responsible to AeroSat solely for the actual costs incurred by AeroSat associated with each Shipset

EXHIBIT B

1. PROCEDURES FOR WARRANTY CLAIMS

AeroSat will have no duty to provide warranty service for any Product component unless Gogo complies with the following requirements:

- a. **Notification and Warranty Claim.** Promptly after Gogo concludes that a Product component has failed in a manner it believes is covered by this warranty, Gogo will notify AeroSat by submitting a written warranty claim (a "Warranty Claim") as follows:
- (i) **Online Form.** Gogo will populate the requested information into, and submit online, AeroSat's online warranty claim form for the Product component at www.aerosat.com/nna;
 - (ii) **Email.** Only if the online claim form discussed in provision (i) is not functioning, Gogo will email to AeroSat at rma@aerosat.com a scanned image of the populated online warranty claim form; provided that if Customer does not have a copy or print-out of the form, it should call AeroSat at +1 603 879 0205 and request a copy of the form to populate, scan and email to AeroSat at the above email address; or
 - (iii) **Other.** Only if Gogo is unable to submit the warranty claim form as described in provisions (i) or (ii) above, it should call AeroSat at the number set forth in (ii) to discuss alternative submission methods.
- b. **Content of Warranty Claim.** Without limiting the obligation to submit any information pursuant to provision (a) above, each Warranty Claim should, to the extent applicable, set forth:
- (i) The Product component number or other identifying information of the Product;
 - (ii) The serial number, if any, of the Product;
 - (iii) A reasonably detailed description of the nature of the failure; and
 - (iv) Contact information for Gogo contact to which AeroSat should send (A) communication regarding the Warranty Claim or (B) an estimate for repair or replacement of the Product component if the failure is not covered by this warranty (if non-warranty service is available).
- c. **Initial Screening of Warranty Claims.** If during the process of Warranty Claim submission, AeroSat becomes aware of a fact that would make the specific Product component failure subject to the Warranty Claim one that is not covered by this warranty, it may inform Gogo of such non-coverage at that time and provide Gogo a written estimate of the cost to repair or replace the Product component as non-warranty services (if available).

- d. **Issuance of RMA.** Following receipt of a Warranty Claim and assuming AeroSat has not informed Gogo that the respective failure is not covered by this warranty pursuant to provision (c) above, AeroSat shall promptly issue to Gogo a Return Materials Authorization (an “RMA”).
- e. **Shipment to AeroSat.** Upon receiving an RMA for the respective Product component, Gogo will ship the Product component to AeroSat at the address specified in the RMA for warranty evaluation and services, and will include therewith a copy of the RMA. Gogo may not ship a Product component to AeroSat without an associated RMA unless the customer is a commercial airline and has been provided written exception from AeroSat. Gogo shipment must comply with Section 3 below.

1. **WARRANTY SERVICE FOR WARRANTY CLAIM**

- a. **Evaluation.** Upon receipt of the Product component from Gogo for which AeroSat has issued an RMA, AeroSat will evaluate whether the failure of the Product component is one that is covered by this warranty. If the failure is not covered, AeroSat will inform Gogo of that fact in writing and will provide Gogo a written estimate of the cost to repair or replace the Product component as non-warranty services (if available).
- b. **Repair or replacement of covered Product.** For a Product component which has suffered a failure covered by this warranty, AeroSat will, without charge to Gogo (except as expressly set forth herein), either repair or replace such Product. AeroSat may decide in its sole discretion whether to repair or replace any such Product.
- c. **AeroSat shipment of Product Antenna System.** For failures covered by this warranty which AeroSat decides to repair, AeroSat will use commercially reasonable efforts to ship the repaired Product component to Gogo within 10 business days after receiving the respective Product component from Gogo (for which an RMA was issued). For failures covered by this warranty which AeroSat decides should be replaced, AeroSat will replace such Product component with a Product component in AeroSat’s inventory, or, if no Product component is available, place an order into its material requirements planning (“MRP”) system on behalf of Gogo for the soonest available production slot.
- d. **Customer Reports.** AeroSat will include with each unit that is repaired under warranty and shipped back to the Gogo a report describing the nature of the problem and the corrective action taken by AeroSat to resolve such problem.

2. **SHIPPING**

Gogo will bear all costs and risks of shipping any Product component to AeroSat under these warranty terms. Gogo will ship Products to AeroSat in shipping containers specified by AeroSat and in compliance with shipping instructions in the Product component repair manual and the RMA. AeroSat will bear all costs and risks of shipping repaired or replacement Products to Customer (but only for failures covered by this warranty).

EXHIBIT C

**Three-Party Escrow Agreement
Among
Depositor, one Beneficiary and Escrow Associates, LLC**

This three-party escrow agreement allows the software Beneficiary conditional access to the source code. The Beneficiary, Software Depositor and Escrow Associates, LLC all execute the agreement.

Escrow Associates, LLC encourages clients to modify the contracts as necessary to support their specific escrow requirements. Please contact us directly at (800) 813-3523 or info@escrowassociates.com

Three-Party Escrow Agreement

This Technology Escrow Agreement (“Agreement”) among Escrow Associates, LLC (“Escrow Associates”), Gogo LLC (“Beneficiary”) and AeroSat Avionics (“Depositor”) is effective on this 8th day of May 2012 (the “Effective Date”).

Recitals

Whereas, Depositor licenses technology to Beneficiary in the form of software object code (the “Software”) pursuant to a Product Manufacturing and Purchase Agreement (“Purchase Agreement”). The source code is defined as the Software developed by Depositor and integrated into the Products being sold to Beneficiary under the Purchase Agreement in source code form, including all relevant documentation and instructions necessary to maintain, duplicate, and compile the source code (the “Source Code”). The Source Code is necessary to maintain and support the Software developed by Depositor which is integrated into the Products as more fully set forth in the Purchase Agreement. The Source Code and any other components Depositor provides which are related to building and maintaining the Software identified on Exhibit B (as the same may be modified herein) are hereafter referred to collectively as the deposit materials (“Deposit Materials”).

Whereas, the purpose of this Agreement is to protect Depositor’s ownership and confidentiality of the Deposit Materials and to protect Beneficiary’s legitimate use of the Deposit Materials as defined by the Purchase Agreement. Further, this Agreement is intended to provide for certain circumstances under which Beneficiary shall be entitled to receive the Deposit Materials held in escrow by Escrow Associates to continue its legitimate use and support of the Software.

Whereas, Beneficiary and Depositor hereby designate and appoint Escrow Associates as the escrow agent under this Agreement. Escrow Associates hereby accepts such designation and appointment and agrees to carry out the duties of escrow agent pursuant to the terms and provisions of this Agreement. Escrow Associates is not a party to, and is not bound by, any agreement that might be evidenced by, or might arise out of, any prior or contemporaneous dealings between Depositor and Beneficiary other than as expressly set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Deposit Materials

- (a) Initial Deposit - Depositor shall submit the initial Deposit Materials to Escrow Associates within sixty (60) days of the Effective Date or sixty (60) days after development of the Deposit Materials is completed. Depositor shall complete and deliver with all Deposit Materials a form as shown herein as Exhibit B, which shall then become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of the initial Deposit Materials. Escrow Associates has no obligation with respect to the initial Deposit Materials for delivery, functionality, completeness, performance or initial quality.

- (b) Deposit Material Updates - Depositor shall submit updates to the initial Deposit Materials to Escrow Associates within sixty (60) days of any material modification, upgrade or new release of the Software. Depositor shall complete and deliver with all updates to the Deposit Materials an amended Exhibit B form, which shall additionally become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of updates to the Deposit Materials. Escrow Associates has no obligation with respect to the updates to the Deposit Materials for delivery, functionality, completeness, performance or initial quality.
- (c) Electronic Deposit - In the event Depositor elects to utilize electronic means to transfer the Deposit Materials to Escrow Associates, whether through a service provided by Escrow Associates or other means, Escrow Associates shall not be liable for transmissions that fail in part or in whole, are lost, or are otherwise compromised during transmission. Furthermore, Escrow Associates shall not be liable for any subsequent services that may or may not be delivered as a result of a failed transfer. Escrow Associates shall not be liable to Depositor or Beneficiary for any encrypted update, or any part thereof, that is transmitted over the Internet to Escrow Associates' FTP Site but is not received in whole or in part, or for which no notification of receipt is given.
- (d) Duplication of Deposit Materials - Escrow Associates may duplicate the Deposit Materials only as necessary to comply with the terms of this Agreement. Escrow Associates at its sole discretion may retain a third party for the purpose of duplicating the Deposit Materials only as necessary to comply with the terms herein. All duplication expenses shall be borne by the party requesting duplication.
- (e) Deposit Material Verification - Escrow Associates may be retained by separate agreement or by alternative means, to conduct a test of the Deposit Materials to determine the completeness and accuracy of the Deposit Materials. Escrow Associates shall not be liable for any actions taken on the part of any third party with regards to the Deposit Materials.

2. Term

- (a) Term of Agreement - The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the initial and each subsequent term, this Agreement shall automatically renew for an additional one (1) year term unless terminated according to the terms herein.
- (b) Termination of Agreement - This Agreement will terminate provided that one of the following occurs:
 - i. The Purchase Agreement has been terminated or has expired, or
 - ii. All Deposit Materials have been released in accordance with the terms hereof.

- (c) Termination for Non-Payment - In the event that full payment of any or all fees due to Escrow Associates under this Agreement have not been received by Escrow Associates within thirty (30) days of the date payment is due, Escrow Associates will notify all parties hereto of the delinquent fees. If the delinquent fees are not received within thirty (30) days of the delinquency notification, Escrow Associates shall have the right to terminate this Agreement and destroy the Deposit Materials.
- (d) Return of Deposit Materials - Upon termination of this Agreement for any reason other than in the event all Deposit Materials have been released in accordance with the terms of Section 6 herein, Escrow Associates shall return the Deposit Materials to Depositor via commercial courier to the address of Depositor shown in this Agreement, provided that all fees due Escrow Associates are paid in full. If two (2) attempts to return Deposit Materials via commercial courier to Depositor fail or Depositor does not accept the Deposit Materials, Escrow Associates shall destroy the Deposit Materials.

3. Fees

- (a) Payment - Upon receipt of signed Agreement or initial Deposit Materials, whichever comes first, Escrow Associates will submit an initial invoice to Beneficiary and Depositor for amount shown on Exhibit A attached hereto. If payment is not received, Escrow Associates shall have no obligation to perform its duties under this Agreement. Beneficiary and Depositor agree to pay to Escrow Associates all additional fees for services rendered related to this Agreement as shown on Exhibit A. The fee for any service that is not expressly covered in Exhibit A shall be established by Escrow Associates upon request. All fees are due in advance of service and Escrow Associates may amend Exhibit A at any time upon sixty (60) days written notice to Beneficiary and Depositor.
- (b) Currency - All fees are in U.S. dollars and payment must be rendered in U.S. dollars unless otherwise agreed to in advance by Escrow Associates.

4. Indemnification - With the exception of gross negligence, willful misconduct or intentional misrepresentation on behalf of Escrow Associates, Depositor and Beneficiary shall, jointly and severally, indemnify and hold harmless Escrow Associates and each of its directors, officers, agents, employees, members and stockholders ("Escrow Associates Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any Escrow Associates Indemnitee in connection with this Agreement or the performance of Escrow Associates or any Escrow Associates Indemnitee hereunder.

5. Depositor's Representations and Warranties

- (a) The Deposit Materials as delivered to Escrow Associates are a copy of Depositor's proprietary information corresponding to that described in Exhibit B and are capable of being used to generate the Software. Depositor shall update the Deposit Materials as provided for in the Purchase Agreement and/ or as provided for herein. The Deposit Materials shall contain all information necessary to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Deposit Materials.
- (b) Depositor owns the Deposit Materials and all intellectual property rights therein subject to the liens, security interests, or other encumbrances listed on Schedule 1.

6. Release of Deposit Materials

- (a) Release - The Deposit Materials, including any copies thereof, will be released to Beneficiary after the receipt of the written request for release only in the event that the release procedure set forth in Section 6 is followed and:
 - i. Depositor notifies Escrow Associates in writing to effect such release; or
 - ii. Beneficiary makes written request to Escrow Associates; and
 - a. Beneficiary asserts that Depositor has failed in a material respect under the Purchase Agreement; or
 - b. Beneficiary asserts that Depositor has ceased all material business operations without a successor or assign; or
 - c. Beneficiary asserts that Depositor has filed for bankruptcy protection; or
 - d. Beneficiary is subject to an involuntary bankruptcy proceeding filed by its creditors which action is not dismissed within 120 days of filing; or
 - e. Beneficiary includes a written statement that the Deposit Materials will be used in accordance with the terms of the Purchase Agreement; and
 - f. Beneficiary includes specific instructions for the delivery of the Deposit Materials.
- (b) Depositor Request for Release - If the provisions of Section 6(a)(i) are met, Escrow Associates will release the Deposit Materials to Beneficiary within ten (10) business days.
- (c) Beneficiary Request for Release - If the provisions of Section 6(a)(ii) are met, Escrow Associates will within ten (10) business days forward a complete copy of the request to Depositor. Depositor shall have thirty (30) days to make any and all objections to the release known to Escrow Associates in writing. If after thirty (30) days Escrow Associates has not received any written objection from Depositor, Escrow Associates shall release the Deposit Materials to Beneficiary as instructed by Beneficiary.

- (d) Depositor Objection to Release - Should Depositor object to the request for release by Beneficiary in writing, Escrow Associates shall notify Beneficiary in writing within ten (10) business days of Escrow Associates receipt of said objection and shall notify both parties that there is a dispute to be resolved pursuant to Section 7 (Arbitration) of this Agreement. Escrow Associates will continue to hold the Deposit Materials without release pending (i) joint instructions from Depositor and Beneficiary; (ii) dispute resolution according to Section 7 (Arbitration); or (iii) order from a court of competent jurisdiction.
- (e) Grant of License to Deposit Materials - As of the Effective Date but effective as of the date of release of the Deposit Materials to Beneficiary, Depositor hereby grants to Beneficiary, a non-exclusive, worldwide, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works from the Deposit Materials delivered by Escrow Associates under this Section, for the sole purpose of continuing the benefits afforded to Beneficiary under the Purchase Agreement, including the development of patches and upgrades solely for Beneficiary's internal use.
- (f) Restrictions on Use - The following restrictions shall apply to Deposit Materials delivered to Beneficiary: (i) Beneficiary shall not copy the Deposit Materials other than as necessary for installation on Beneficiary's equipment and for backup copies on Beneficiary's equipment, (ii) Beneficiary will keep the Deposit Materials in a secure, safe place when not in use, (iii) Beneficiary agrees to use the Deposit Materials under carefully controlled conditions in accordance with, and for the purposes of, this Agreement, (iv) Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials in accordance with Section 8, and (v) Beneficiary agrees to treat, handle, and store the Deposit Materials in the same manner and with the same care as it treats its most sensitive and valuable trade secrets.

7. Arbitration - Except as expressly provided for herein, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in Atlanta, Georgia by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositor and Beneficiary jointly agree to reimburse Escrow Associates for any and all costs incurred as a result of any Arbitration including attorney's fees. The arbitrator(s) shall award attorneys' fees and costs to the prevailing party.

8. Confidentiality - Except as otherwise required to carry out its duties under this Agreement, Escrow Associates shall hold in strictest confidence and not permit any third party access to nor otherwise use, disclose, transfer or make available the Deposit Materials except as otherwise provided herein, unless consented to in writing by Depositor.

9. Limitation of Liability - Under no circumstance shall Escrow Associates be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if Escrow Associates has been apprised of the possibility of such damages. In performing any of its duties hereunder, Escrow Associates shall not incur any liability to any party for any damages, losses, or expenses, except for willful misconduct or gross negligence on the part of Escrow Associates, and it shall not incur any liability with respect to any action taken or omitted in reliance upon any written notice, request, waiver, consent, receipt or other document which Escrow Associates in reasonably good faith believes to be genuine.

10. Notices - Notices shall be deemed received on the third business day after being sent by first class mail, or on the following day if sent by commercial express mail. All notices under this Agreement shall be in writing and addressed and sent to the person(s) listed in the space provided below:

Depositor

Company: AeroSat Avionics LLC
Contact: Dennis Ferguson Title: CEO
Address: 62 State Route 101A, Ste. B
City, State, Zip: Amherst, NH 03031
Telephone: 603-879-0205 Fax: 603-925-0001
Email: DFerguson@aerosat.com

Billing Contact: _____ Same as above _____ Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____
Purchase Order (if applicable): _____

Beneficiary

Company: Gogo LLC
Contact: Margee Elias Title: SVP & General Counsel
Address: 1250 N. Arlington Heights Road
City, State, Zip: Itasca. IL 60143
Telephone: 630-647-7207 Fax:
Email: melias@gogoair.com

Billing Contact: _____ Same as above _____ Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____
Purchase Order (if applicable): _____

Escrow Associates, LLC

Attn: Contracts Administration
8302 Dunwoody Place, Suite 150
Atlanta, GA 30350 USA
Telephone: 800-813-3523
Fax: 770-518-2452
Email: info@escrowassociates.com

11. Miscellaneous

- (a) Counterparts - This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- (b) Entire Agreement - This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein, and it constitutes the sole and entire agreement among them with respect thereto.
- (c) Limitation of Effect - This Agreement pertains strictly to the escrow services provided for herein and does not modify, amend or affect any other contract or agreement of one or more of the parties. The terms and provisions of the Purchase Agreement, as the same may be physically modified by the terms and provisions hereof, shall continue in full force and effect and be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.
- (d) Modification - This Agreement shall not be altered or modified without the express written consent of all parties.
- (e) Bankruptcy Code - This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by the parties) to the Purchase Agreement pursuant to Title 11 United States Bankruptcy Code Section 365(n).

- (f) Survival of Terms - All obligations of the parties intended to survive the termination of this Agreement, including without limitation, are the provisions of Sections 2 (Term), 3 (Fees), 4 (Indemnification), 7 (Arbitration), 9 (Limitation of Liability), and 11 (Miscellaneous) which shall survive the termination of this Agreement for any reason.
- (g) Governing Law - This Agreement shall be governed by the laws of the state of New York, other than its conflicts of laws provisions.
- (h) Time of the Essence - Time is of the essence in this Agreement.
- (i) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Beneficiary shall have no right to assign any rights hereunder or with respect to the Deposit Materials except as permitted with respect to assignment of Beneficiary's rights under the Purchase Agreement.

(Signatures are on following page. Remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

Depositor

Signature: _____

Name: Dennis E Ferguson

Title: CEO

Company: AeroSat Avionics LLC

Date: May 8, 2012

Contract Negotiated by: _____

Negotiator Telephone: _____

Beneficiary

Signature: _____

Name: _____

Title: _____

Company: Gogo LLC

Date: May 8, 2012

Contract Negotiated by: _____

Negotiator Telephone: _____

Escrow Associates, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Schedule of Fees

(Initial Year / Renewal)

Three-Party Agreement & Deposit Evaluation Services

[***]

Three-Party escrow agreement includes, all protections and full client services. Also includes Escrow Associates' deposit tracking service and deposit evaluation services & reports.

- Three-Party agreement services +
- Deposit evaluation & reporting to test for presence of source code and documentation, includes virus scan, media test and file listings (up to 4 X / year)
- Deposit tracking services provides quarterly statements which will be emailed to Depositor with a copy to Beneficiary for every account

Three-Party Agreement

[***]

Three-Party escrow agreement includes:

- Contract review & agreement drafting assistance
- Customization & set-up of agreement
- Twelve updates to escrow deposit material
- FTP depositing services (up to 750 MB / Update)
- Online account management
- Notifications to all parties
- Deposit account w/ state of the art media vault storage

Optional - Full Technical Verification

[***]

Per project fee. During Deposit Compilation, Escrow Associates will simulate a release of the escrow deposit by conducting the verification process necessary to convert deposited materials into executables. Once a Deposit Compilation is successful, the End-User can be confident that the materials in escrow are sufficient and comprehensive.

Escrow Associates will verify the process necessary to convert deposited materials into executables by following the necessary steps. Test includes:

- Construction of the build platform
- Validation of the build instructions by following steps through the compile process
- Troubleshooting of problems encountered, review and correction of errors with Depositor
- Deposit Compilation Report to include:
 - Identification of any errors encountered and error logs, if appropriate

-
- Escrow Associates' recommendations
 - Production of executables for End-User acceptance testing

Exhibit B

Deposit Materials

1. Source code and related documentation developed by AeroSat for the Products pursuant to Exhibit A of the Product Manufacturing and Purchase Agreement ("Purchase Agreement"), dated May 8, 2012.
2. Drawings, designs, and manufacturing documents required to produce the Products purchased under the Purchase Agreement, including but not limited to antennas, radome design specifications, and the ACMU (other than the modem).

Please complete Exhibit B form and enclose a copy with the Deposit Materials or contact us for details on electronic depositing.

Attn: Vault Manager
Escrow Associates, LLC
8302 Dunwoody Place, Suite 150
Atlanta, GA 30350 USA
info@escrowassociates.com
1-800-813-3523

Company Name: _____
 Escrow Associates Account Number: _____
 Product Name & Version: _____

Three-Party Agreement
 Two-Party Agreement

New Deposit Account
 Update to existing Deposit Account

Please list specific Beneficiaries under a Two-Party Agreement associated with this product/ update or check here to apply to all Beneficiaries:

Media Description:

Quantity	Type	Description / Label
_____	DVD/CDR	_____
_____	DT/DDS Tape	_____
_____	Documentation	_____
_____	Other	_____

Deposit Prepared by: _____
 Signed: _____
 E-mail: _____
 Date: _____

Deposit Accepted by (*Escrow Associates*): _____
 Signed: _____
 Name: _____
 Date: _____

Credit Card/Wire Transfer Payment Form

CREDIT CARD PAYMENT INFORMATION

Please fill out all information below.

Company Name / Account Number:

Escrow Associates Invoice Number:

Card Type (Amex / Visa / etc.):

Transaction Amount:

Credit Card Number:

Expiration Date:

CVV Code:

Billing Name:

Billing Address:

Billing City State Zip:

Client Signature: _____

Title: _____

Print Name: _____

Date: _____

Please bill my card annually for these fees.

WIRE TRANSFER PAYMENT INFORMATION

Please contact Escrow Associates, LLC for ACH / Wire Transfer Information at:
1-800-813-3523 or accounts@escrowassociates.com

Please contact us directly with any questions! Thank you for your business!

RECORDATION FORM COVER SHEET
 PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) AeroSat Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>AeroFund XC, LLC, as Administrative Agent</u> Internal Address: <u>c/o David Rowe</u>
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>June 28, 2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	Street Address: <u>15 Lake Street, Suite 235</u> City: <u>Savannah</u> State: <u>GA</u> Country: <u>USA</u> Zip: <u>31411</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application or patent number(s): A. Patent Application No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <u>5,973,847; 8,950,073; 7,181,160; 7,251,223; 7,403,168; and 7,791,549.</u>
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>AeroFund XC, LLC, as Administrative</u> Internal Address: <u>c/o David Rowe</u> Street Address: <u>15 Lake Street, Suite 235</u> City: <u>Savannah</u> State: <u>GA</u> Zip: <u>31411</u> Phone Number: <u>912-598-3102</u> Fax Number <u>404-759-2448</u> Email Address: _____	6. Total number of applications and patents involved: <u>seven (7)</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>280</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature: _____ Signature <u>Erlo J. Gyllenborg, Esq.</u> Name of Person Signing	_____ Date <u>7/22/2011</u>
Total number of pages including cover sheet, attachments and documents:	

Documents to be recorded (Including cover shoot) should be faxed to (871) 273-0140, or mailed to:
 Mall Stop Assignment Recordation Services, Director of the USP to, P.O. Box 1450, Alexandria, V.A. 22313-1450

CONFIDENTIAL

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Security Agreement") made as of June 28, 2011, by AeroSat Corporation, a Delaware corporation ("Borrower"), in favor of AeroFund XC, LLC with an address of 15 Lake Street, Suite 235, Savannah, GA 31411, as lender and administrative agent (the "Agent") for the entities and individuals from time to time parties (each individually a "Lender", and collectively, the "Lenders") to that certain Note and Warrant Purchase Agreement of even date herewith (the "Agreement").

Recitals

WHEREAS, Borrower has agreed to provide Lenders as security for Borrower's prompt payment of the loan evidenced by the Agreement and the issuance of a promissory note (the "Note") a security interest in Borrower's patents and other intellectual property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of Borrower's obligation under the Agreement and Note, Borrower hereby grants to Lenders a security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3 Warranties and Representations. Borrower warrants and represents to Borrower that with regard to those Patents registered with the United States Patent and Trademark Office: to the best of its knowledge, no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) to the best of its knowledge, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4 Restrictions on Future Agreements. Borrower agrees that until Borrower's obligations under the Agreement and Note have been satisfied in full, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lenders under this Security Agreement.

5 New Patents. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Patents listed on Schedule A constitute all of the federally registered Patents and Patent applications now owned by Borrower. If, before Borrower's obligations under the Agreement and Notes shall have been satisfied in full or before the Agreement and Note have been terminated, Borrower shall (i) become aware of any existing Patents of which Borrower has not previously informed Lenders, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Patents.

6 Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of each of the Patents, and (ii) the payment in full of Borrower's liabilities and the termination of the Agreement and Note. Borrower agrees that upon the occurrence of an Event of Default, the use by Lenders of all Patents shall be without any liability for royalties or other related charges from Lenders to Borrower.

7 Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's liabilities under the Agreement and the Note, Agent shall immediately take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Agreement and Note.

8 Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by each Lender and/or Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Borrower and until paid shall constitute obligations of the Borrower to Lenders under the Notes.

9 Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any patent applications pending as of the date hereof or hereafter until Borrower's liabilities under the Agreement and the Note have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower.

10. Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name on behalf of and for the benefit of the Lenders to enforce the Patents and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Lenders and/or Agent, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder or under the Agreement or Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lenders' rights and remedies with respect to the Patents, whether established hereby or by the Agreement, the Note or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lenders and/or Agent upon the occurrence of and during an Event of Default which continues after all applicable cure periods have expired, to make, constitute and appoint any officer or agent of Lenders and/or Agent as Lenders and/or Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lenders in the use of the Patents or (ii) take any other actions with respect to the Patents as Lenders deems to be in the best interest of Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Borrower

hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's liabilities shall have been paid in full and the Agreement and Note have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Agreement or Note but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Agreement and Note, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Delaware.

15. Binding Effect: Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

20. Integration. The provisions of this Agreement are subject to the intercreditor provisions contained in Article VIII of the Agreement as if set forth in full.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

AeroSat Corporation

By: /s/ William McMaru

Its: Vice President, William McNary

SCHEDULE A

Patents

(i) US Patent 5,973,647 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued Oct. 26, 1999 (A0602-7000); (ii) US Patent 6,950,073 - Communication System with Broadband Antenna, issued September 27, 2005 (A0602-700610); (iii) US Patent 7,181,160 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued February 20, 2007 (A0602-700120 - continuation of 7001); (iv) US Patent 7,251,223 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued November 29, 2006 (A0602-70012 - continuation of 7001); (v) US Patent 7,403,166 - Communications System with Broadband Antenna, issued July 22, 2008 (A06027006/40 - continuation of 7006); (vi) US Patent 7,403,166 - Communications System with Broadband Antenna, issued July 22, 2008 (A0602-7006/40 - continuation of 7006); and (vii) US Patent 7,791,549 - Communications System with Broadband Antenna, issued September 7, 2010 (A0602-7006/20). The Company has also been awarded thirteen (13) foreign patents, as follows: (i) Singapore Patent No. 87378 (200201122-9) - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, granted May 31, 2005 (A0602-7001SG); (ii) Singapore Patent No. 95765 (200301570-8) - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, granted August 31, 2005 (A0602-7002SG); Republic of Korea Patent 15275A1 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued August 18, 2006 (A0602-7001/KR); (iii) Peoples Republic of China Patent 99,816,918.8 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued Oct. 24, 2007 (A0602-7001/CN); (iv) Peoples Republic of China Patent 99,816,918.8 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued Oct. 24, 2007 (A0602-7001/CN); (v) European Patent Convention Patent 1,212,810 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued August 15, 2007 (A0602-7001/EP); (vi) French Republic Patent 1,212,810 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued August 15, 2007 (A0602-7001/FR); (vii) French Republic Patent 1,321,006 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued November 29, 2006 (A0602-7002/FR); (viii) Federal Republic of Germany Patent 69,936,884.7 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued August 15, 2007 (A0602-7001/DE); (ix) Federal Republic of Germany Patent 60,124,931.3 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued November 29, 2006 (A0602-7002/DE); (x) Republic of Ireland Patent 1,212,810 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued August 15, 2007 (A0602-7001/IE); (xi) Republic of Ireland Patent 1,321,006 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued November 29, 2006 (A0602-7002/IE); (xii) United Kingdom Patent 1,212,810 - Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued August 15, 2007 (A0602-7001/GB); and (xiii) Kingdom of Spain Patent 1,321,006 - Republic Low-Height, Low-Cost, High-Gain Antenna and System for Mobile Platforms, issued November 29, 2006 (A0602-7002/ES). Furthermore, the Company also has the following foreign patents pending: (i) the A0602-7001 application is pending in Japan, and a divisional portion of the A0602-7001 application is pending in Singapore (A0602-700101); and (ii) the A0602-7002 application is pending in Canada, China, Europe, Japan, Korea, Hong Kong and Singapore.

A. NAME & PHONE OF CONTACT AT FILER (optional) Eric J. Gyllenberg, Esq. 617.951.1110
B. SEND ACKNOWLEDGEMENT TO (Name and Address) Erle J. Gyllenberg, Esq. Rackemann, Sawyer & Brewster 160 Federal Street Boston, MA 02110

SRV: 110863376

THIS ABOVE SPACE IS OR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME,					
OR	1a. ORGANIZATION NAME AeroSat Corporation				
	1b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 62 Route 101A, Suite 2B		CITY Amherst	STATE NH	POSTAL CODE 03031	COUNTRY USA
1d. SEE INSTRUCTIONS	ADDL. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, IF ANY 4118791 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (Insert only one debtor name (2a or 2b) do not abbreviate or combine names)					
OR	2a. ORGANIZATION NAME				
	2b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADDL. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, IF ANY <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or Name of Total Assignee or Assignor(s) unsecured party name (3a of 3b))					
OR	3a. ORGANIZATION NAME AeroFund Xc, LLC, as Administrative Agent				
	3b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 15 Lake Street, Suite 235		CITY Savannah	STATE GA	POSTAL CODE 31411	COUNTRY USA

4. The FINANCING STATEMENT covers the following condition

See Schedule A attached hereto and Incorporated herein by reference, (one page to follow).

5. ALTERNATIVE DESIGNATION (if applicable)	LEGGEE/LEGGOR	COSIGNEE/COSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG/LIEN	NON-UCC FILING
6. THE FINANCING STATEMENT IS TO BE FILED	7. CHECK TO REQUEST REPORT ADDITIONAL FEE		DEBTORS	ALL DEBTORS	DEBOR 1	DEBTOR 2
8. OPTION FILER REFERENCE DATA To be filed with the State of Delaware Secretary of State						

International Association of Commercial Administrators (IACA)

Schedule A

UCC-I Financing Statement

Debtor:

AoroSat Corporation
62 Route 101A, Suite 2B
Amherst, NH 03031

Secured Party:

AeroFund Xc, LLC, as Administrative Agent
15 Lake Street, Suite 235
Savannah, GA 31411

All of Debtor's right, title and Interest in and to all of the following described property:

All of the Debtor's assets, properties and rights, irrespective of the form thereof, whether now owned or existing or hereafter acquired or arising and regardless of where located, including (i) all mounts, inventory, goods, furniture, fixtures, machinery and equipment (including computer hardware), spare and replacement parts, supplies, instruments, documents, books and records, chattel paper, money; deposit accounts, bank accounts and investment accounts (including all rights of the Debtor with respect to such accounts and all checks, drafts, securities and Instruments deposited in such accounts), general intangibles (including all trademarks, trade names, service marks, service names, patents and patent applications, copyrights, technology, know how, processes and other Intellectual and proprietary rights (including computer software, whether In source code or object code form and all related documentation), and all licenses to use the foregoing), contract rights, customer lists, vendor lists, rights In and to real and personal property leases, licenses, permits, and easements, and (ii) all amendments, supplements, modifications, replacements, additions, accessions, substitutions, products and proceeds (including insurance proceeds, condemnation awards and payments under any indemnity, warranty or guaranty) of or relating to the items described in clause (i) above,

EXHIBIT D

**AEROSAT SOFTWARE LICENSE AGREEMENT
(VERSION F-2)**

This AeroSat Software License Agreement (this “Agreement”) is an agreement between AeroSat Avionics LLC, a Delaware LLC (“AeroSat”) and any owner or user of the System or any person or entity using or accessing the Software (as both capitalized terms are defined below) (each, a “User”). BY USING THE SYSTEM, OR USING OR ACCESSING THE SOFTWARE, USER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. USER MAY NOT USE OR ACCESS THE SOFTWARE UNLESS USER AGREES TO THE TERMS AND CONDITIONS HEREIN. Each of AeroSat and User is referred to herein as a “Party” or together as the “Parties.”

1. DEFINITIONS.

“System” means the AeroSat communications antenna system, comprised of both hardware and software, which may include an antenna control unit, a fuselage- or tail-mounted antenna, a high powered transceiver, a receiver, or a modem.

“Software” means any or all AeroSat software (including firmware and further including the software for control of the System) in the System where such software references this Agreement as applying to it or contains this Agreement; AeroSat documentation relating to such software; and AeroSat updates, upgrades, revisions and other changes to any of the above that are delivered to User by AeroSat or a third party authorized to do so by AeroSat.

“Third Party Software” means, other than Software, any or all software provided for use in or with the System, documentation relating to such software, and updates, upgrades, revisions and other changes to any of the above.

2. LICENSE TO SOFTWARE.

(i) License Grant. Subject to the terms and conditions herein, AeroSat hereby grants to User a limited, non-exclusive license to use the Software as provided by AeroSat in the System in which it was received from AeroSat, or for which it was designated by AeroSat if received later. This license is only to the executable object code and associated scripts of the Software and does not extend to any source code.

(ii) License Exclusions. User may not: (a) assign, sublicense, distribute, or otherwise transfer Software, provided that User may transfer all Software together with the related System to a transferee of such System who agrees to the terms and conditions of this Agreement (after which the transferring User’s license rights hereunder terminate with respect to such Software for the transferred System); (b) reproduce, create derivative works of, modify, adapt, translate, reverse engineer, decompile or disassemble the Software; (c) use the Software other than (1) in the System in which it was received from AeroSat, or (2) for which it was designated by AeroSat, which includes for the provision of entertainment or communication to passengers on User’s aircraft; (d) lease, rent, loan, or otherwise permit use of the Software by or for any third party; (e)

remove any proprietary notices on or in the Software or System; (f) use the Software or System in an illegal or fraudulent manner; or (g) use the Software with controlled items as described in supplement No.1 to part 774 of the U.S. Export Administration Regulations.

(iii) Retention of Rights. Except for the license expressly granted herein, AeroSat retains all right, title, and interest in the Software, and User will have no other right, title or interest therein, whether express or implied. The Software is, and will continue to be, in its entirety, the sole property of AeroSat or its licensors, as applicable.

(iv) Third Party Software. AeroSat may provide Third Party Software for use in or with the Software or System. All use of Third Party Software is governed by the terms of any third party user license applicable thereto, which shall be provided in writing by AeroSat to User.

3. SYSTEM PROVISIONS.

User agrees not to, and not to instruct or permit others to, disassemble, use or access the System for purposes of reverse engineering. User agrees to AeroSat's customer warranty terms and conditions for the System as originally provided with the System by AeroSat.

4. TERM AND TERMINATION.

(i) Term and Termination. This Agreement is effective as of User's initial receipt or use of the System, or use or access of the Software, and will continue in effect indefinitely unless earlier terminated in accordance with this paragraph. This Agreement will terminate automatically upon User's failure to comply with Sections 2 (License to Software), 3 (System Provisions), 6(i) (Confidentiality) or 6(ii) (Compliance with Laws). Without limiting the prior sentence, AeroSat may terminate this Agreement on written notice to User if User materially breaches its obligations herein and does not remedy such breach within 30 days after written notice thereof.

(ii) Effect of Termination. Upon termination of this Agreement, the license granted to User herein will terminate; User will cease all access or use of the Software; and User will return to AeroSat, or upon AeroSat's request destroy, all Software. The following Sections will survive termination of this Agreement: preamble, 1 (Definitions), 2(ii) (License Exclusions), 2(iii) (Retention of Rights), 2(iv) (Third Party Software), 3 (System Provisions), 4(ii) (Effect of Termination), 5 (Disclaimer and Limitation of Liability) and 6 (Miscellaneous). Any termination of this Agreement is in addition to and not in lieu of any additional criminal, civil, or other remedies available to AeroSat.

5. DISCLAIMER AND LIMITATION OF LIABILITY.

THE SOFTWARE IS PROVIDED "AS-IS". AEROSAT SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SOFTWARE AND THIRD PARTY SOFTWARE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO ITS USE OF THE SOFTWARE AND THIRD PARTY SOFTWARE IS ASSUMED BY USER. IN NO EVENT WILL AEROSAT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO

THIS AGREEMENT, THE SOFTWARE OR THE THIRD PARTY SOFTWARE, WHETHER, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING FROM USER'S USE OR INABILITY TO USE SAME, EVEN IF AEROSAT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, AEROSAT WILL HAVE NO OBLIGATION HEREUNDER TO PROVIDE ANY SUPPORT OR MAINTENANCE FOR THE SOFTWARE TO USER. ANY SUPPORT OR MAINTENANCE OBLIGATIONS FOR THE SOFTWARE WILL BE COVERED BY, AND SUBJECT TO THE TERMS AND CONDITIONS OF, ANY AEROSAT WARRANTY COVERING THE SYSTEM. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH WILL NOT LIMIT ANY AEROSAT LIABILITY OR OBLIGATIONS TO USER THAT EXIST UNDER ANY AEROSAT SYSTEM WARRANTY OR SUPPLY AGREEMENT IN PLACE BETWEEN USER AND AEROSAT.

6. MISCELLANEOUS.

(i) Confidentiality and Injunctive Relief. The Software contains AeroSat trade secrets, and is the confidential and proprietary property of AeroSat. User will not access or use the Software except as expressly permitted herein. User will not disclose the Software to any third party; provided that such nondisclosure obligation will not apply to information already in the public domain or which becomes part of the public domain through no wrongful act of User or any third party. User acknowledges that a breach of the provisions in this Agreement shall cause substantial harm to AeroSat that shall not be remedied by payment of damages alone. Accordingly, AeroSat shall be entitled to preliminary and permanent injunctive relief, and other equitable relief, for any such breach, without any requirement to prove damages or post bond.

(ii) Compliance with Laws. User agrees to comply with all laws and regulations applicable to its use of the System or Software, including those concerning export control. User also agrees to comply with the United States' export regulations, including regulations pertaining to re-export. The United States' Confidential and Proprietary export regulations set forth in the International Traffic in Arms Regulation and the Export Administration Regulations require approval by the United States Government before the exchange of technical data subject to export control. AeroSat may withhold the disclosure of any information or Software pending compliance with all applicable laws and regulations concerning export control, at its sole discretion, without liability to User. Under no circumstances may User use the Software with controlled items as described in supplement No.1 to part 774 of the U.S. Export Administration Regulations.

(iii) United States Government Restricted Rights. The Software was developed solely at private expense and contains proprietary data belonging to AeroSat. The Software is provided to Users who are United States Government agencies with "Restricted Rights", and supporting documentation and data to such Software is provided with "Limited Rights", both as defined in Federal Acquisition Regulations ("FAR") 52.227-14 or Federal Aviation Regulations ("FAA FAR") 3.5-13. Use, duplication or disclosure of the Software is subject to restrictions set forth in the Commercial Computer Software — Restricted Rights clause of FAR 52.227-19 or FAA FAR 3.5-18. For U.S. Department of Defense agencies, the Software is subject to restrictions for commercial computer software, commercial computer software documentation, and technical data pursuant to DFARS 252.227-7015 and DFARS 227.7202.

(iv) Other. This Agreement and all disputes hereunder will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. Headings are provided

for convenience only and will not be used to interpret the substance of this Agreement. The use of “include,” “includes,” “including,” or “or” herein will not be limiting or exclusive. This Agreement sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement may only be amended by an express writing signed by both Parties. User may not assign this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of AeroSat, which shall not be unreasonably withheld, and except in the case of a sale of all or substantially all of User’s assets or an assignment to an affiliate of User. Any purported assignment or delegation without such consent will be null and void. AeroSat may assign this Agreement freely, in whole or in part. This Agreement will be binding upon and inure to the benefit of the Parties’ successors and permitted assigns. No waiver of any breach of any provision herein will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver will be binding unless made in an express writing signed by the waiving Party.

<End of Software License Agreement>

EXHIBIT E
SERVICE LEVEL AGREEMENTS

Non None

Confidential and Proprietary

1

Gogo LLC

EXHIBIT G

**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION**

Current Authorization : FCC WEB Reproduction
Unofficial Copy

Name: ROW 44 INC.

Call Sign: E080100
File Number: SES-LIC-20080508-00570

Authorization Type: Non Common Carrier	License Grant Date: 08/05/2009	Expiration Date: 08/05/2024
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Nature of Service: Mobile Satellite Service

Class of Station: Mobile Earth Station

A) Site Location(s)

#	Site ID	Address	Latitude	Longitude	Elevation (Meters)	NAD	Special Provisions (Refer to Section H)
1)	Remotes	Operate up to 1000 (.6 m intervals) CONUS				NA	

Licensee certifies antenna(s) do not comply with Section 25.209. Please refer to Section E for special conditions placed upon antennas at this site.

Subject to the provisions of the Communications Act of 1934, The Communications Satellite Act of 1962, subsequent acts and treaties, and all present and future regulations made by this Commission, and further subject to the conditions and requirements set forth in this license, the grantee is authorized to construct, use and operate the radio facilities described below for radio communications for the term beginning Wednesday, August 05, 2009 (3 AM Eastern Standard Time) and ending Monday, August 05, 2024 (3 AM Eastern Standard Time). The required date of completion of construction and commencement of operations is Thursday, August 05, 2010 (3 AM Eastern Standard Time) Grantee must file with the Commission a certification upon completion of construction and commencement of operation.

B) Particulars of Operations

The General Provision 1010 applies to all receiving frequency bands.

The General Provision 1900 applies to all transmitting frequency bands.

For the text of these provisions, infer so Section H.

#	Frequency	Polarization	Emission	Tz/Rx Mode	Max EIRP /Carrier	Max EIRP Density	Associated Antenna	Special Provisions (Refer to Section H)	Modulation/ Services
1)	14050.0000 - 14470.0000	H.V	IM60G7D	T	38.60	14.60	A	QPSK or octal PSK	
2)	11700.0000 - 12200.0000	H.V	36M0G7D	R	000	0.00	A	QPSK or octal PSK	

C) Frequency Coordination

#	Frequency Limits(MHz)	Satellite Arc (Deg. Long.)		Elevation (Degrees)		Azimuth (Degrees)		Max EIRP Density toward Horizon (dBW/4kHz)	Associated Antenna(s)
		East Limit	West Limit	East Limit	West Limit	East Limit	West Limit		
1)	14050.0000 - 14470.0000	83.0W	127.0W	35.0	11.2	206.6	138.7	5.4	A
2)	11700.0000 - 12200.0000	83.0W	127.0W	35.0	11.2	206.6	138.7	0.0	A

D) Point of Communications

The following stations located in the Satellite orbits consistent with Sections B and C of this Entry:

- 1) Remotes to AMC 9 @ 83 degrees WL. (U.S.-licensed domestic satellite)
- 2) Remotes to AMC 2 100.95 degrees WL.(U.S -licensed)
- 3) Remotes to HORIZONS I @ 127 WL.(Japan licensed) (Non-U.S.-licensed)

Confidential and Proprietary

1

Gogo LLC

**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION**

*Current Authorization : FCC WEB Reproduction
Unofficial Copy*

Name: ROW 44 INC.

Call Sign: E080100
File Number: SES-LIC-20080508-00570

Authorization Type: License
Non Common Carrier **Grant Date:** 08/05/2009 **Expiration Date:** 08/05/2024

E) Antenna Location(s)

Site ID	Antenna ID	Units	Diameter (Meters)	Manufacturer	Model Number	Site Elevation	Max Antenna Height (Meters)	Special Provisions (Refer to Section H)
Remotes	A	1,000	0.6	AeroSat Avionics	70-100-0000-01		0.0 AGL	

Max Gains(s).318 dBi @ 11.7000 GHz 28.6 dBi @ 14.4700 GHz

Maximum total input product at antenna Damage (Watts) = 10.0

Maximum aggregate output EIRP for all carriers (dbW) 38.6

F) Remote Control

Remotes	One Aerojet Way North Las Vegas, Clark, NV, 89230 (301) 6021-7205	Call Sign:	E946160
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G) Antenna Structure marking and lighting requirements

None unless otherwise specified under Special and General Provisions

H) Special and General Provisions

- A) this RADIO STATION AUTHORIZATION is granted subject to the following special provisions and general conditions
 - 271 Aircraft earth stations shall not be operated while aircraft are on the ground unless appropriate safety protocols are in place to ensure that persons having access to areas within 14 meters of the antenna are not exposed to radio frequency energy in excess of the maximum permissible limits specified in 47 C.F.R.Sect. I 1310. The exterior surface of the aircraft earth-station antenna shall be prominently marked with a warning of the potential for exposure to high levels of radio frequency energy.
 - 496 This authorization is also issued pursuant to and subject to the terms and conditions in the Commission's Order and Authorization, DA 09-175Z released August 5, 2009.
 - 010 Applicable to all receiving frequency bands. Emission designator indicates the maximum bandwidth of received signal at associated station(s). Maximum EIRP and maximum EPP density are not applicable to receive operations.
 - 1900 Applicable to all transmitting frequency bands. Authority is granted to transmit any number of RF carriers with the specified parameters or any discrete frequencies within associated band in accordance with the other terms and conditions of this authorization, subject to any additional limitations that may be required to avoid unacceptable levels of inter-satellite interference
 - 2916 Transmitter(s) must be turned off during antenna maintenance to ensure compliance with the FCC-specified safety guidelines for human exposure to radiofrequency radiation in the region between the antenna feed and the reflector. Appropriate measures must also be taken to restrict access to other regions in which the earth station's power flux density levels exceed the specified guidelines.
 - 2918 Upon completion of construction, each licensee must file with the Commission a certification including the following information, name of the licensee, file number of the application, call sign of the antenna, date of the license and certification that the facility as authorized has been completed, that each antenna facility has been

tested and is within 2 dB of the pattern specified in Section 25.209 and that the station is operational including the date of commencement of service and will remain operational during the license period unless the license is submitted for cancellation.

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

Current Authorization : FCC WEB Reproduction

Unofficial Copy

Name: ROW 44 INC.

Call Sign: E080100

File Number: SES-LIC-20080508-00570

Authorization Type:
Non Common Carrier

License
Grant Date:

08/05/2009

Expiration Date:

08/05/2024

H) Special and General Provisions

5216 All operations shall be on a non-common carrier basis.

Confidential and Proprietary

4

Gogo LLC

EXHIBIT C

Three-Party Escrow Agreement

Among

Depositor, one Beneficiary and Escrow Associates, LLC

This three-party escrow agreement allows the software Beneficiary conditional access to the source code. The Beneficiary, Software Depositor and Escrow Associates, LLC all execute the agreement,

Escrow Associates, LLC encourages clients to modify the contracts as necessary to support their specific escrow requirements. Please contact us directly at (800) 813-3523 or info@escrowassociates.com

Confidential and Proprietary

Three-Party Escrow Agreement

This Technology Escrow Agreement (“Agreement”) among Escrow Associates, LLC (“Escrow Associates”), Gogo LLC (“Beneficiary”) and AeroSat Avionics (“Depositor”) is effective on this 8th day of May 2012 (the “Effective Date”).

Recitals

Whereas, Depositor licenses technology to Beneficiary in the form of software object code (the “Software”) pursuant to a Product Manufacturing and Purchase Agreement (“Purchase Agreement”). The source code is defined as the Software developed by Depositor and integrated into the Products being sold to Beneficiary under the Purchase Agreement in source code form, including all relevant documentation and instructions necessary to maintain, duplicate, and compile the source code (the “Source Code”). The Source Code is necessary to maintain and support the Software developed by Depositor which is integrated into the Products as more fully set forth in the Purchase Agreement. The Source Code and any other components Depositor provides which are related to building and maintaining the Software identified on Exhibit B (as the same may be modified herein) are hereafter referred to collectively as the deposit materials (“Deposit Materials”).

Whereas, the purpose of this Agreement is to protect Depositor’s ownership and confidentiality of the Deposit Materials and to protect Beneficiary’s legitimate use of the Deposit Materials as defined by the Purchase Agreement. Further, this Agreement is intended to provide for certain circumstances under which Beneficiary shall be entitled to receive the Deposit Materials held in escrow by Escrow Associates to continue its legitimate use and support of the Software.

Whereas, Beneficiary and Depositor hereby designate and appoint Escrow Associates as the escrow agent under this Agreement. Escrow Associates hereby accepts such designation and appointment and agrees to carry out the duties of escrow agent pursuant to the terms and provisions of this Agreement. Escrow Associates is not a party to, and is not bound by, any agreement that might be evidenced by, or might arise out of any prior or contemporaneous dealings between Depositor and Beneficiary other than as expressly set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Deposit Materials

(a) Initial Deposit - Depositor shall submit the initial Deposit Materials to Escrow Associates within sixty (60) days of the Effective Date or sixty (60) days after development of the Deposit Materials is completed. Depositor shall complete and deliver with all Deposit Materials a form as shown herein as Exhibit B, which shall then become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of the initial Deposit Materials. Escrow Associates has no obligation with respect to the initial Deposit Materials for delivery, functionality, completeness, performance or initial quality.

(b) Deposit Material Updates - Depositor shall submit updates to the initial Deposit Materials to Escrow Associates within sixty (60) days of any material modification, upgrade or new release of the Software. Depositor shall complete and deliver with all updates to the Deposit Materials an amended Exhibit B form, which shall additionally become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of updates to the Deposit Materials. Escrow Associates has no obligation with respect to the updates to the Deposit Materials for delivery, functionality, completeness, performance or initial quality.

(c) Electronic Deposit - In the event Depositor elects to utilize electronic means to transfer the Deposit Materials to Escrow Associates, whether through a service provided by Escrow Associates or other means, Escrow Associates shall not be liable for transmissions that fail in part or in whole, are lost, or are otherwise compromised during transmission. Furthermore, Escrow Associates shall not be liable for any subsequent services that may or may not be delivered as a result of a failed transfer. Escrow Associates shall not be liable to Depositor or Beneficiary for any encrypted update, or any part thereof, that is transmitted over the Internet to Escrow Associates' FTP Site but is not received in whole or in part, or for which no notification of receipt is given.

(d) Duplication of Deposit Materials - Escrow Associates may duplicate the Deposit Materials only as necessary to comply with the terms of this Agreement. Escrow Associates at its sole discretion may retain a third party for the purpose of duplicating the Deposit Materials only as necessary to comply with the terms herein. All duplication expenses shall be borne by the party requesting duplication.

(e) Deposit Material Verification - Escrow Associates may be retained by separate agreement or by alternative means, to conduct a test of the Deposit Materials to determine the completeness and accuracy of the Deposit Materials. Escrow Associates shall not be liable for any actions taken on the part of any third party with regards to the Deposit Materials.

2. Term

(a) Term of Agreement - The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the initial and each subsequent term, this Agreement shall automatically renew for an additional one (1) year term unless terminated according to the terms herein.

(b) Termination of Agreement - This Agreement will terminate provided that one of the following occurs:

- i. The Purchase Agreement has been terminated or has expired, or
- ii. All Deposit Materials have been released in accordance with the terms hereof.

(c) Termination for Non-Payment - In the event that full payment of any or all fees due to Escrow Associates under this Agreement have not been received by Escrow Associates within thirty (30) days of the date payment is due, Escrow Associates will notify all parties hereto of the delinquent fees. If the delinquent fees are not received within thirty (30) days of the delinquency notification, Escrow Associates shall have the right to terminate this Agreement and destroy the Deposit Materials.

(d) Return of Deposit Materials - Upon termination of this Agreement for any reason other than in the event all Deposit Materials have been released in accordance with the terms of Section 6 herein, Escrow Associates shall return the Deposit Materials to Depositor via commercial courier to the address of Depositor shown in this Agreement, provided that all fees due Escrow Associates are paid in full. If two (2) attempts to return Deposit Materials via commercial courier to Depositor fail or Depositor does not accept the Deposit Materials, Escrow Associates shall destroy the Deposit Materials.

3. Fees

(a) Payment - Upon receipt of signed Agreement or initial Deposit Materials, whichever comes first, Escrow Associates will submit an initial invoice to Beneficiary and Depositor for amount shown on Exhibit A attached hereto. If payment is not received, Escrow Associates shall have no obligation to perform its duties under this Agreement. Beneficiary and Depositor agree to pay to Escrow Associates all additional fees for services rendered related to this Agreement as shown on Exhibit A. The fee for any service that is not expressly covered in Exhibit A shall be established by Escrow Associates upon request. All fees are due in advance of service and Escrow Associates may amend Exhibit A at any time upon sixty (60) days written notice to Beneficiary and Depositor.

(b) Currency - All fees are in U.S. dollars and payment must be rendered in U.S. dollars unless otherwise agreed to in advance by Escrow Associates.

4. Indemnification - With the exception of gross negligence, willful misconduct or intentional misrepresentation on behalf of Escrow Associates, Depositor and Beneficiary shall, jointly and severally, indemnify and hold harmless Escrow Associates and each of its directors, officers, agents, employees, members and stockholders ("Escrow Associates Indemnities") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any Escrow Associates Indemnitee in connection with this Agreement or the performance of Escrow Associates or any Escrow Associates Indemnitee hereunder.

5. Depositor's Representations and Warranties

(a) The Deposit Materials as delivered to Escrow Associates are a copy of Depositor's proprietary information corresponding to that described in Exhibit B and are capable of being used to generate the Software. Depositor shall update the Deposit Materials as provided for in the Purchase Agreement and/ or as provided for herein. The Deposit Materials shall contain all information necessary to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Deposit Materials.

(b) Depositor owns the Deposit Materials and all intellectual property rights therein subject to the liens, security interests, or other encumbrances listed on Schedule 1.

6. Release of Deposit Materials

(a) Release - The Deposit Materials, including any copies thereof, will be released to Beneficiary after the receipt of the written request for release only in the event that the release procedure set forth in Section 6 is followed and:

- i. Depositor notifies Escrow Associates in writing to effect such release; or
- ii. Beneficiary makes written request to Escrow Associates; and
 - a. Beneficiary asserts that Depositor has failed in a material respect under the Purchase Agreement; or
 - b. Beneficiary asserts that Depositor has ceased all material business operations without a successor or assign; or
 - c. Beneficiary asserts that Depositor has filed for bankruptcy protection; or
 - d. Beneficiary is subject to an involuntary bankruptcy proceeding filed by its creditors which action is not dismissed within 120 days of filing; or
 - e. Beneficiary includes a written statement that the Deposit Materials will be used in accordance with the terms of the Purchase Agreement; and
 - f. Beneficiary includes specific instructions for the delivery of the Deposit Materials.

(b) Depositor Request for Release - If the provisions of Section 6(a)(i) are met, Escrow Associates will release the Deposit Materials to Beneficiary within ten (10) business days.

(c) Beneficiary Request for Release - If the provisions of Section 6(a)(ii) are met, Escrow Associates will within ten (10) business days forward a complete copy of the request to Depositor, Depositor shall have thirty (30) days to make any and all objections to the release known to Escrow Associates in writing. If after thirty (30) days Escrow Associates has not received any written objection from Depositor, Escrow Associates shall release the Deposit Materials to Beneficiary as instructed by Beneficiary.

(d) Depositor Objection to Release - Should Depositor object to the request for release by Beneficiary in writing, Escrow Associates shall notify Beneficiary in writing within ten (10) business days of Escrow Associates receipt of said objection and shall notify both parties that there is a dispute to be resolved pursuant to Section 7 (Arbitration) of this Agreement Escrow Associates will continue to hold the Deposit Materials without release pending (i) joint instructions from Depositor and Beneficiary; (ii) dispute resolution according to Section 7 (Arbitration); or (iii) order from a court of competent jurisdiction.

(e) Grant of License to Deposit Materials - As of the Effective Date but effective as of the date of release of the Deposit Materials to Beneficiary, Depositor hereby grants to Beneficiary, a non-exclusive, worldwide, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works from the Deposit Materials delivered by Escrow Associates under this Section, for the sole purpose of continuing the benefits afforded to Beneficiary under the Purchase Agreement, including the development of patches and upgrades solely for Beneficiary's internal use.

(f) Restrictions on Use - The following restrictions shall apply to Deposit Materials delivered to Beneficiary: (i) Beneficiary shall not copy the Deposit Materials other than as

necessary for installation on Beneficiary's equipment and for backup copies on Beneficiary's equipment, (ii) Beneficiary will keep the Deposit Materials in a secure, safe place when not in use, (iii) Beneficiary agrees to use the Deposit Materials under carefully controlled conditions in accordance with, and for the purposes of, this Agreement, (iv) Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials in accordance with Section 8, and (v) Beneficiary agrees to treat, handle, and store the Deposit Materials in the same manner and with the same care as it treats its most sensitive and valuable trade secrets.

7. Arbitration - Except as expressly provided for herein, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in Atlanta, Georgia by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositor and Beneficiary jointly agree to reimburse Escrow Associates for any and all costs incurred as a result of any Arbitration including attorney's fees. The arbitrator(s) shall award attorneys' fees and costs to the prevailing party.

8. Confidentiality - Except as otherwise required to carry out its duties under this Agreement, Escrow Associates shall hold in strictest confidence and not permit any third party access to nor otherwise use, disclose, transfer or make available the Deposit Materials except as otherwise provided herein, unless consented to in writing by Depositor.

9. Limitation of Liability - Under no circumstance shall Escrow Associates be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if Escrow Associates has been apprised of the possibility of such damages. In performing any of its duties hereunder, Escrow Associates shall not incur any liability to any party for any damages, losses, or expenses, except for willful misconduct or gross negligence on the part of Escrow Associates, and it shall not incur any liability with respect to any action taken or omitted in reliance upon any written notice, request, waiver, consent, receipt or other document which Escrow Associates in reasonably good faith believes to be genuine.

10. Notices - Notices shall be deemed received on the third business day after being sent by first class mail, or on the following day if sent by commercial express mail. All notices under this Agreement shall be in writing and addressed and sent to the person(s) listed in the space provided below:

Depositor

Company: AeroSat Avionics LLC
Contact: Dennis Ferguson
Title: CEO
Address; 62 State Route 101A, Ste. B City,
State, Zip: Amherst, NH 03031
Telephone: 603-879-0205
Fax: 603-925-0001
Email: DEerguson@aerosatcom

Billing Contact: Same as above Title: _____
Address: _____
City, State Zip: _____
Telephone: _____ Fax: _____
Email: _____
Purchase Order (if applicable): _____

Beneficiary

Company: Gogo LLC
Contact: Margee Elias Title; SVIP & General Counsel
Address: 1250 N. Arlington Heights Road
City, State, Zip: Itasca, IL, 60143
Telephone: 630.647-7207 Fax:
Email: meliastagogoair.com

Billing Contact: Same as above Title: _____
Address, City, State Zip: _____
Telephone: _____
Email: _____
Purchase Order (if applicable) _____

Escrow Associates, LLC

Attn: Contracts Administration
8302 Dunwoody Place, Suite 150
Atlanta, GA 30350 USA
Telephone: 800-813-3523
Fax: 770-518-2452
Email: info@escrowassociates.com

11. Miscellaneous

- (a) Counterparts - This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- (b) Entire Agreement - This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein, and it constitutes the sole and entire agreement among them with respect thereto.
- (c) Limitation of Effect - This Agreement pertains strictly to the escrow services provided for herein and does not modify, amend or affect any other contract or agreement of one or more of the parties, the terms and provisions of the Purchase Agreement, as the same may be physically modified by the terms and provisions hereof, shall continue in full force and effect and be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

(d) Modification - This Agreement shall not be altered or modified without the express written consent of all parties.

(e) Bankruptcy Code - This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by the parties) to the Purchase Agreement pursuant to Title 11 United States Bankruptcy Code Section 365(n).

(f) Survival of Terms - All obligations of the parties intended to survive the termination of this Agreement, including without limitation, are the provisions of Sections 2 (Term), 3 (Fees), 4 (Indemnification), 7 (Arbitration), 9 (Limitation of Liability), and 11 (Miscellaneous) which shall survive the termination of this Agreement for any reason.

(g) Governing Law - This Agreement shall be governed by the laws of the state of New York, other than its conflicts of laws provisions.

(h) Time of the Essence - Time is of the essence in this Agreement.

(i) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Beneficiary shall have no right to assign any rights hereunder or with respect to the Deposit Materials except as permitted with respect to assignment of Beneficiary's rights under the Purchase Agreement.

(Signatures are on following page, Remainder of the page intentionally left blank,)

Depositor

Signature: _____

Name: Dennis E Ferguson

Title: CEO

Company: AeroSat Avionics LLC

Date: May 8, 2012

Contract Negotiated by: _____

Negotiator Telephone: _____

Beneficiary

Signature: _____

Name: _____

Title: _____

Company: Gogo LLC

Date: May 8, 2012

Contract Negotiated by: _____

Negotiator Telephone: _____

Escrow Associates, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Schedule of Fees

(Initial Year / Renewal)

Three-Party Agreement & Deposit Evaluation Services

Three-Party escrow agreement includes, all protections and full client services. Also includes Escrow Associates' deposit tracking service and deposit evaluation services & reports.

- Three-Party agreement services +
- Deposit evaluation & reporting to test for presence of source code and documentation, includes virus scan, media test and file listings (up to 4 X / year)
- Deposit tracking services provides quarterly statements which will be emailed to Depositor with a copy to Beneficiary for every account

Three-Party Agreement

Three-Party escrow agreement includes:

- Contract review & agreement drafting assistance
- Customization & set-up of agreement
- Unlimited updates to escrow deposit material
- FTP depositing services (up to 2GB per update)
- Online account management
- Notifications to all parties
- Deposit account w/ state of the art media vault storage

Optional - Full Technical Verification

Full test of deposited source code to ensure it can be built into a working system.

Escrow Associates verification consultant observes the complete build process at the software Depositor's site and ensures that all files and information required to build the system are included in the deposit. Every detail of the environment and the build process is documented in a comprehensive report.

Verification Report detailing the environment and configuration required (including third party products and utilities) as well as precise details of the complete build process are given to both parties and is stored with the Escrow deposit.

Deposit Materials

1. Source code and related documentation developed by AeroSat for the Products pursuant to Exhibit A of the Product Manufacturing and Purchase Agreement (“Purchase Agreement”), dated May 8, 2012.
2. Drawings, designs, and manufacturing documents required to produce the Products purchased under the Purchase Agreement, including but not limited to antennas, radome design specifications, and the ACMU (other than the modem).

Please complete Exhibit B form and enclose a copy with the Deposit Materials or contact us for details on electronic depositing.

Attn: Vault Manager
Escrow Associates, LLC
8302 Dunwoody Place, Suite 150
Atlanta, GA 30350 USA
info@escrowassociates.com 1-800-813-3523

Company Name: _____

Escrow Associates Account Number: _____

Product Name & Version: _____

Three-Party Agreement
 Two-Party Agreement

New Deposit Account
 Update to existing Deposit Account

Please list specific Beneficiaries under a Two-Party Agreement associated with this product/ update or check here to apply to all Beneficiaries:

Media Description

Quantity	Type	Description / Label
_____	DVD/CDR	_____
_____	DAT/DDS Tape	_____
_____	Documentation	_____
_____	Other	_____

Deposit Prepared by:

Signed: _____

E-mail: _____

Date: _____

Deposit Accepted by (*Escrow Associates*):

Signed: _____

Name: _____

Date: _____

Credit Card/Wire Transfer Payment Form

Credit Card Payment Information

Please fill out all information below.

Company Name / Account Number:	
Escrow Associates Invoice Number:	
Card Type (Amex / Visa / etc.):	
Transaction Amount:	
Credit Card Number:	
Expiration Date:	
CVV Code:	
Billing Name:	
Billing Address:	
Billing City State Zip:	

Client Signature:

Title:

Print Name:

Date:

Please bill my card annually for these fees.

Wire Transfer Payment Information

Please contact Escrow Associates, LLC for ACH / Wire Transfer Information at:

1-800-813-3523 or accounts@escrowassociates.com

Please contact us directly with any questions. Thank you for your business.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

Product Development and Manufacturing Agreement

XipLink XA/XE Airlink Systems

This **PRODUCT DEVELOPMENT AND MANUFACTURING AGREEMENT** dated October 3, 2011 is between Gogo LLC, a Delaware limited liability, with a principal place of business located at 1250 N. Arlington Heights Road, Itasca, IL 60143, (“Gogo”) and XipLink, Inc, a Canadian Controlled Private Corporation based in the province of Quebec, with a principal place of business located at 3981 St. Laurent Blvd. Suite 800, Montreal, Quebec, Canada H2W 1Y5 (“XipLink”).

It is agreed as follows:

- 1. Products and Services.** Under the terms of this agreement, Gogo retains XipLink to provide the product XipLink XA-30K/Single Appliance Ground System Hardware Unit (and its related operating system and client software collectively referred to as the “XA-30K/Single Appliance Unit”) to interconnect with Gogo’s next generation Air-to-Ground/4 Network (“ATG 4”), and to provide and license XipLink’s XE embedded software product that shall be installed and functional on Gogo’s Airborne Server ATG5000 Processor Card (“XE-CM/B User Software”) located on aircraft. The utilization of these components in the Gogo ATG 4 Network allows for enhanced transmissions to and from the aircraft modems. Such hardware and software components shall be collectively referred to in this Agreement as the “Product(s).” XipLink will provide the Products, according to XipLink product specification and any modifications will be described in Exhibit A: XA/XE Airlink System Project Outline. In addition, XipLink will fabricate the Products(s), assemble the Product(s), supply and license the Product(s) to Gogo, and provide product support as described herein.
- 2. Product development and acceptance.** XipLink will develop and deliver the deliverables described in Exhibit A according to the schedule described in Exhibit A. Gogo will have up to four (4) business days to examine each deliverable and determine if it conforms to the applicable requirements. If the deliverable meets the requirements, Gogo will signify acceptance of the deliverable. Gogo’s acceptance of any deliverable will not release XipLink from its warranty obligations under section 5. If the deliverable does not meet the requirements in Gogo’s opinion, Gogo will indicate rejection of the deliverable, and provide a list of errors. Within ten (10) days of receiving a rejection, XipLink will correct such errors so that the deliverable conforms to the applicable requirements. Upon correction of the errors, XipLink will re-deliver the corrected deliverable to Gogo, at XipLink’s expense, which corrected deliverable will be subject to the approval procedure described in this section. However, if errors still exist after three (3) attempts at correction by XipLink, Gogo may terminate this agreement by providing notice to XipLink with Gogo’s description of the remaining errors.
- 3. Changes.** After consultation with XipLink, Gogo may request changes to the work product at any time prior to final Product Acceptance, as defined in Exhibit A (section 4: Statement of Work, “Final Documentation”). Requests for material changes (defined as any change that would materially increase the cost or time of the development cycle) will be submitted in writing. XipLink is not required to accept material changes, but may do so based on mutually agreed terms (including any

appropriate revisions to the milestone schedule). Upon acceptance by XipLink, Gogo and XipLink will sign the revised Exhibit A or specification. If XipLink does not accept the change within ten (10) business days of Gogo's request, Gogo may terminate this agreement by notice to XipLink.

4. **Manufacturing and support.** XipLink will manufacture the Products, supply it to Gogo, and provide product support under the terms and conditions described in Exhibit B: Supply and Support Terms.
5. **Warranty.** The Product and any Product software will be free of defects in design, engineering and coding that interfere with product functionality or conformity to the applicable product requirements. If any design, engineering or coding defect is documented within a period of [***] after Product Acceptance, XipLink will promptly provide any engineering analysis, redesign, coding and other services necessary to analyze any failures and correct the defect. For any defect corrected under this warranty, XipLink will promptly provide revised documentation in accordance with the corresponding requirements of Exhibit A. The Products will conform to and perform in accordance with the applicable specifications and will be free of defects in workmanship and materials for a period of one year after the date that Gogo resells the Product unit to the end user. Gogo's sole remedy in the event of XipLink's sale of defective Product units will be, at XipLink's option, the prompt replacement of the defective Product units or a refund of the purchase price paid by Gogo therefor.

XipLink warrants that any Product software does not and will not contain any disabling procedures (as defined in the next sentence), unless such procedure is used for bug repair or product enhancement purposes (provided however, XipLink shall provide written notice to and obtain prior consent from Gogo before commencing any disabling procedures for the purpose of bug repair or product enhancement.) "Disabling procedures" means any code or instructions that is capable of accessing, modifying, disabling, interfering with or otherwise harming the Product software, the Product, any connected system, or any information resident on such a system, except in a manner that is intended for the functionality of the Product and fully disclosed in the documentation of the Product software. For example, "disabling procedures" includes any virus or other malicious code, software lock, time bomb or trap door. Immediately upon discovery of any disabling procedures that may be included in the Product software, XipLink will notify Gogo, and will take any action necessary to identify and eradicate such disabling procedures, and to carry out any recovery necessary to remedy the impacts of such disabling procedures, at XipLink's expense.

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED, EXCEPT ANY WARRANTIES THAT CANNOT BY LAW BE EXCLUDED.

6. **Price and payment.** Gogo will pay XipLink the engineering fees, in accordance with the milestone schedule, described in Exhibit A. Gogo will pay for Product and software licensing at the production unit prices described in Exhibit B. Payments will be due net 45 days from invoice date, unless otherwise noted in the Exhibits or Purchase Orders. All payments shall be made in US Dollars.
7. **Ownership.** This section describes the ownership of the work product developed pursuant to this agreement, and all intellectual property rights related thereto, including copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights, and rights to enforce all of the foregoing ("Proprietary Rights").
 - 7.1 "Technology" means any and all technical information (including ideas, techniques, designs, inventions, know-how, processes, algorithms and specifications). "Gogo Technology" means the Technology provided by Gogo to XipLink pursuant to this agreement. "XipLink Technology" means the Technology that was in XipLink's possession prior to receipt of any Gogo Technology under this agreement, and that XipLink uses in performing its services

under this agreement. "Project Technology" means the Technology that is conceived, made, reduced to practice, or learned by XipLink, or jointly, in the course of work performed under this agreement. The Project Technology does not include the XipLink Technology or the Gogo Technology.

- 7.2 Gogo warrants that it owns, or has the right to use in accordance with this agreement, all Gogo Technology. XipLink warrants that it owns, or has the right to use in accordance with this agreement, all XipLink Technology (including the right to grant the license described in the next section with respect to any XipLink Technology that is owned by a third party).
- 7.3 The Project Technology will be the exclusive property of XipLink, subject to Gogo's rights set forth in Section 7.5. XipLink will promptly disclose to Gogo in writing all Project Technology.
- 7.4 The XipLink Technology is the exclusive property of XipLink. Gogo has no rights to use XipLink Technology except pursuant to the license granted in this Agreement. XipLink owns all right, title, and interest in Technology developed by or for XipLink independent of this agreement (including improvements thereto).
- 7.5 Gogo shall have the worldwide, non-exclusive right to use or remarket the XE-CM/B Software that XipLink is developing as defined in Exhibit A to any commercial airline, general aviation manufacturer or related third parties that supply or service such airlines or aviation manufacturers or related third parties that supply or service such airlines or aviation manufactures in the airline industry. The XE-CM/B Software only includes software executing on the Airborne Server ATG5000 Processor Card. The duration and term for Gogo's non-exclusive use or remarketing of the XE-CM/B Software is perpetual. Notwithstanding the above, Gogo has exclusive use of the Link Bonding features in the XE software for a period of 18 months for all features from acceptance sign-off for cabin-based systems for all commercial airline, general aviation manufacturer or related third parties that supply or service such airlines or aviation manufacturers or related third parties that supply or service such airlines or aviation manufactures in the airline industry. Violation of this exclusivity will result in return of the initial contract amount paid to XipLink from Gogo as set forth in Exhibit A.

8. Licenses. Each party grants to the other a limited license to use certain Technology as described in this section.

- 8.1 With respect to any XipLink Technology that is incorporated in or required in connection with the use of any Products or deliverable under this agreement, XipLink hereby grants to Gogo a perpetual, non-exclusive, royalty-free, irrevocable, worldwide license, with full rights of assignment and sublicense, to use, perform, copy, display, reproduce, market, sell, and distribute such Technology as a component of Gogo products by all means now known or later developed, to modify and derive new products from the Deliverables, and to manufacture or have manufactured the Deliverables and any new products derived from the Deliverables. Gogo shall have non-exclusive rights to remarket the Products, including the XE-CM/B Software to any commercial airline, aviation manufacturer or related third parties that supply or service such commercial airlines or aviation manufacturers perpetually. This license does not grant to Gogo any rights to sell XipLink Technology separate from Gogo products. Gogo shall not disassemble, decompile, reverse engineer or modify the binary objects of the XE-CM/B Software. Gogo shall only permit third parties to use the Product in connection with their use of the ATG 4 services provided by Gogo to its customers, as expressly authorized under this Agreement.
- 8.2 With respect to any Gogo Technology that is incorporated in or required in connection with the manufacture of the Product, during the term and subject to the provisions of this

agreement, Gogo grants to XipLink a royalty-free, worldwide, non-exclusive license, with full rights of assignment to permitted assignees of XipLink's other rights under this agreement, to use such Technology to manufacture or have manufactured the Product for Gogo.

9. Noncompetition. (Reserved)

10. Design Documentation and XE-CM/B Software Escrow. The parties will implement Design Documentation and Software escrow as described in this section.

10.1 The parties will execute within 10 days after Product Acceptance an escrow agreement in substantially the form attached as Exhibit C (the "Escrow Agreement") with Escrow Associates. (or another escrow agreement on terms reasonably acceptable to both parties with a third party escrow agent in the U.S. reasonably acceptable to both parties). Within ten (10) business days following the execution of the Escrow Agreement, XipLink will deposit into the escrow account the materials identified in Exhibit A (section 7: "Documentation Criteria") as to be deposited in the Design Documentation and Software Escrow (the initial "Deposit"). XipLink will deposit updates, replacements and duplicate Deposits as described in the Escrow Agreement.

10.2 The occurrence of any of the events described in the Escrow Agreement will trigger release of the Deposit held in escrow.

10.3 All fees for establishing the Escrow Agreement and maintaining Gogo, as a beneficiary thereof will be paid by Gogo.

If the Deposit is released to Gogo pursuant to the Escrow Agreement, Gogo will not become the owner of the Deposit, but Gogo will have a perpetual, non-exclusive, royalty-free, irrevocable, worldwide license, with full rights of assignment and sublicense, to use, perform, copy, display, reproduce, market, sell, and distribute Technology based on the Deposit as a component of Gogo products by all means now known or later developed, to modify and derive new products from the Deposit, and to manufacture or have manufactured products based on or derived from the Deposit. This license does not grant to Gogo any rights to sell XipLink Technology separate from Gogo products.

11. Confidentiality. The terms of this agreement are Confidential Information under the Mutual Nondisclosure Agreement dated January 26, 2009 between XipLink and Gogo (the "NDA"). The NDA is incorporated herein and will continue to govern Confidential Information exchanged during the term of this agreement. If there is any conflict between the provisions of the NDA and this agreement, this agreement will govern. Those provisions of the NDA that are stated to survive termination, will survive termination of this agreement.

12. Intellectual property indemnity. XipLink indemnifies Gogo against all loss, liability or expense (including reasonable attorney and witness fees and expenses) arising out of any claim brought by a third party that any Product infringes upon intellectual property rights owned or controlled by the third party. In the event a Product is held or is believed by XipLink to infringe, XipLink will have the option, at its expense, to (a) modify the Product to be non-infringing, (b) obtain for Gogo the right to continue using and selling the Product, or (c) substitute a non-infringing product of equivalent form, fit, function, weight and quality. The indemnity under this section is subject to the conditions that XipLink is notified of the claim and given the opportunity to control the defense and settlement.

13. Termination.

- 13.1** This agreement will continue in effect for [***] from the date of Product Acceptance, and thereafter will automatically renew from year to year unless terminated upon notice at least 90 days prior to the renewal date. Either party may terminate this agreement immediately upon notice to the other:
- (a) if the other party materially breaches any of its obligations under this agreement (including on-time delivery of any deliverable described in Exhibit A) and the breach is not cured within 10 days after notice thereof; or
 - (b) if the other party files insolvency proceedings, or files an answer not seeking dismissal of an insolvency proceeding, or is adjudged insolvent; if substantially all assets of the other party are transferred to an assignee for the benefit of creditors, a receiver or a trustee; if the other party loses any governmental authorization necessary to fulfill its obligations under this agreement; or if the other party ceases to carry on business.
- 13.2** Upon termination of this agreement for any reason, (a) XipLink will promptly deliver to Gogo all Gogo property in the possession of XipLink, and all work accomplished by XipLink or in process, inventories, and documentation relating to the Project Technology and (b) Gogo will promptly make payment to XipLink for amounts that are due to XipLink. If this agreement is terminated due to XipLink's default or failure to provide acceptable deliverables, Gogo will pay for all milestones completed by XipLink. If this agreement is terminated due to Gogo's default, Gogo will also pay for the reasonable costs of all work in process at the time of termination (provided that costs of development work will not exceed the contract fee specified in Exhibit A section 8). Termination of this agreement will not be exclusive of any other remedy available under this agreement or applicable law.
- 13.3** The parties have considered the investment required to perform this agreement and possible losses in the event of termination, and agree that the rights of termination provided in this agreement are absolute. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES ARISING FROM TERMINATION OF THIS AGREEMENT (WHETHER BASED ON LOSS OF INVESTMENT, GOOD WILL, PROSPECTIVE PROFITS OR OTHERWISE). The preceding sentence does not limit either party's liability for breach of this agreement.

14. General.

- 14.1** The parties are independent contractors. Neither party is an agent or partner of the other. Neither party has the right to incur any obligation on behalf of the other. XipLink will provide its own equipment, tools (including software development tools and design tools) and other materials, except as specifically described in Exhibit A. If any tools or equipment are provided by Gogo, or are manufactured or acquired for Gogo by XipLink at additional cost, such tools or equipment will remain the exclusive property of Gogo. XipLink waives any lien on such tools and equipment, and will return them to Gogo upon request in the same condition as received by XipLink (ordinary wear excepted), regardless of any payments that may then be due from Gogo to XipLink. XipLink may subcontract its performance under this agreement to third parties without the prior written consent of Gogo. XipLink is responsible for qualification and quality control of subcontractors, and for all actions of subcontractors relating to this agreement. XipLink will enter into agreements with any subcontractors (including contract manufacturers) requiring them to assign to XipLink ownership of their work product and all Proprietary Rights therein, and to comply with nondisclosure terms at least as restrictive as those of the NDA. XipLink will provide Gogo with signed copies of its agreements with subcontractors described in the preceding sentence. XipLink, at its expense, will maintain commercial general liability insurance having limits consistent with industry standards.

- 14.2** Both parties will comply with all laws and regulations applicable to design, manufacture and sale of the Products. XipLink agrees not to export, directly or indirectly, any U.S. source technical data acquired from Gogo or any products utilizing such data, which export may be in violation of the United States export laws or regulations.
- 14.3** Notices under this agreement will be in writing, and will be effective when received by confirmed fax or courier delivery, to the address set forth in the preamble (as may be changed from time to time by notice). Refusal to accept delivery will be deemed receipt. Notices to Gogo will be directed to "Attn: General Counsel".
- 14.4** Either party may assign this agreement (a) to an affiliate, provided that the assigning party remains primarily liable for its obligations hereunder, or (b) to a purchaser of substantially all of the assigning party's business, upon notice to the nonassigning party, and provided that the purchaser has assumed in writing responsibility for the obligations of the assigning party hereunder. Neither party may otherwise assign this agreement without the other's prior written consent, which will not be unreasonably withheld or delayed. Any attempt to assign this agreement in violation of this section will be void. Subject to the preceding three sentences, this agreement will bind and benefit the permitted assigns and successors in interest of Gogo and XipLink.
- 14.5** This agreement is governed by the laws of the State of Illinois (without reference to conflict of laws principles). No provision of this agreement may be waived or modified except (a) as specifically stated herein, or (b) in writing signed by both XipLink and Gogo. This agreement (including the exhibits) is the entire agreement between the parties as to its subject matter, and supersedes any other negotiations between the parties. Any additional terms in an order form, acceptance form or other communication pursuant to this agreement, other than order quantity and shipping instructions are expressly excluded and will not modify the terms of this agreement, unless specifically accepted by both parties in writing. This agreement may be executed in counterparts, each of which will constitute an original. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions hereof will not be affected. The authority construing this agreement will modify the affected provision to the minimum extent necessary to be valid and enforceable, or if necessary may strike the affected provision and enforce this agreement as if that provision were not included. The provisions of section 5 and sections 7 through 14 will survive termination of this agreement. Each Party acknowledges that its breach of the Agreement will cause irreparable damage, and agrees that the other party may be entitled to injunctive relief to enforce or prevent breach of this Agreement, without posting bond, as well as such other relief as may be granted by a court of competent jurisdiction.
- 14.6** Each signer of this agreement warrants that he is duly authorized to sign this agreement on behalf of the party for which he signs, and that this agreement when executed is binding on the party for which he signs.
- 14.7** The parties acknowledge that if the U.S. government becomes a purchaser of Gogo's products of which the Product Units are a component, certain terms required by the U.S. government may need to be added to the Agreement. Both parties agree to negotiate in good faith the inclusion of such terms to the extent they are reasonably necessary and either (a) do not materially change the obligations or commercial terms of the Agreement, or (b) are otherwise acceptable to both parties.

- 14.8** Trademarks. Gogo hereby grants to XipLink a non-exclusive, limited license to use Gogo’s trademarks, service marks, logos, trade names, and other branding features (“Gogo Marks”) solely in connection with custom development and branding activities authorized by this Agreement, as specifically set forth in Exhibit B. XipLink shall only use the Gogo Marks in the form and manner as communicated by Gogo and in accordance with any written trademark usage guidelines provided by Gogo. The use by XipLink of the Gogo Marks in connection with this Agreement shall not create any right, title or interest, in or to the Gogo Marks in favor of XipLink and all goodwill associated with the use of the Gogo Marks shall inure to the benefit of Gogo. XipLink shall not register, seek to register or contest the validity of the Gogo Marks in any jurisdiction and shall not itself use any name, mark or designation that is confusingly similar to any of the Gogo Marks. XipLink agrees to use reasonable efforts to protect Gogo’s proprietary rights and to cooperate, without charge, in Gogo’s efforts to protect its proprietary rights. XipLink agrees to notify Gogo of any known or suspected violation, infringement or misappropriation of Gogo’s proprietary rights which come to XipLink’s attention.
- 14.9** Limitations of Liability. Both parties’ aggregate liability to the other party and its sub-licensees hereunder, arising out of or related to any provision of this Agreement, or at law or in equity, excluding any claim arising from Indemnification, or any transaction contemplated by this Agreement, shall be limited to the amount of the license fees paid and/or payable by Gogo to XipLink under this Agreement in the [***] prior to such claim.
- 14.10** Indemnification: 12.1. Gogo shall defend, indemnify and hold XipLink and its affiliates harmless against any costs, claims, damages or expenses incurred (and reasonable attorneys’ fees in connection therewith) in relation to a proceeding or damage to persons or property arising out of or related to a third party claim based on the gross negligence of Gogo or the unauthorized use of the Licensed Programs, provided that such loss, suit, claim, expense, proceeding or damage (i) is not the subject of indemnity by XipLink under Section 12 or (ii) was not caused solely by the gross negligence of XipLink or of XipLink employees or representatives, and provided that XipLink:
- a. promptly notifies Gogo in writing of any such loss, suit, claim, liability, expense (including without limitation reasonable attorney’s fees) or proceeding,
 - b. allows Gogo, at Gogo expense, to direct the defense of such suit, claim or proceeding,
 - c. gives Gogo full information and assistance necessary to defend such suit, claim or proceeding, and
 - d. does not enter into any settlement of any such suit, claim or proceeding without Gogo consent.
- 14.11** Force Majeure. Neither party shall be considered in breach or default under this Agreement for any delay or failure in performance (other than the payment of money) resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, labour conflicts, acts of war or civil disruption, act of terrorism, governmental regulations imposed after the fact, public utility failures, industry wide shortages of labour or material, or natural disaster.

IN WITNESS WHEREOF, the parties have executed this Product Development and Manufacturing Agreement as of the date first written above.

XipLink, Inc.

Gogo LLC

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

Exhibit A to Product Development and Manufacturing Agreement
Statement of work
XA/XE Airlink System Project Outline

This Exhibit A is part of the Product Development and Manufacturing Agreement dated October 3, 2011 between Gogo LLC (“Gogo”) and XipLink, Inc. (“XipLink”) (the “Agreement”).

1. PROJECT BACKGROUND

Gogo shall deploy in the next months a new Air-To-Ground (ATG 4) solution that shall incorporate two ATG 4 links. Each ATG 4 link shall be an EVDO RevB Aircard, with peak channel rates of [***] in the FL and [***] in the RL, however note that the median channel rates shall be closer to [***] in the FL and [***] for the RL. As in any radio network, channel rates shall vary based on RF conditions and the expectation for ATG 4 shall be that each modem shall vary from 0 to 4.9 Mbps through the flight.

[***]

[***]

This document defines the set of requirements that the XipLink solution must meet for ATG4 solution.

2. PROJECT SCOPE AND REQUIREMENTS

The ATG system at a high level can be broken up into three parts, a WiFi hotspot, EVDO WAN backhaul and Network Services. A summary of each is given here.

[***]

3. REFERENCES

Reference Documents

(None)

4. STATEMENT OF WORK MILESTONES

<u>Projected Timeline</u>	<u>Target Completion</u>
PRD Signoff	September 16, 2011
XE/XA Prototype – Alpha - No new functionality	September 23, 2011
XE/XA Commercial Release based on PDMA	November 15, 2011
XE/XA ATP Complete and final signoff and acceptance	December 20, 2011

5. PROJECT MANAGEMENT AND COORDINATION

5.1 Single Point of Contact

All contractual correspondence will be transmitted through a single point of contact for the Gogo and the XipLink. The single point of contact for the Gogo is the Gogo Program Manager and for the XipLink it is the XipLink Program Manager. The key program personal and contacts are:

<u>Personnel</u>	<u>Role</u>	<u>Telephone</u>	<u>Email Address</u>
	Gogo Program Manager		
Bryan Lauer	Gogo Technical Lead	630.647.1429	blauer@Gogoair.com
Madonna Houser	Gogo Contract Manager	630.647.1487	mhouser@Gogoair.com
Charlie Younghusband	XipLink Program Manager	514.848.9640	charlie@xiplink.com
Karim Fodil-Lemelin	XipLink Technical Lead	514.848.9640	kfl@xiplink.com
Joe Zerucha	XipLink Contract Manager	514.848.9640	jzerucha@xiplink.com
Jaco Botha	XipLink VP of Engineering	514.848.9640	jbotha@xiplink.com
Jack Waters	XipLink Marketing Manager	610.299.4711	jwaters@xiplink.com

5.2 Status Reports and Meetings

Microsoft Project shall be used as project-scheduling tool, based upon the initial project plan that has been exchanged between Gogo and XipLink. XipLink shall maintain a detailed project plan that will specify task dependencies within the project as well as dependencies on Gogo's activities and commercial item availability. Using this plan as the primary tool, XipLink will be able to modify task orders and priorities as necessary should changes occur with regard to hardware availability or functionality. XipLink will be able to determine whether or not the allocation of additional human resources to the project would benefit the schedule and will be able to provide Gogo with bi-weekly updates to the schedule status.

5.3 Scope Management

During the period of this contract the XipLink shall notify the Gogo Program Manager, in writing, of any activity that is requested that is not covered in the stated requirements for this work scope. If the Gogo Program Manager determines that the work activity is outside the scope of this contract, then further discussions will be held to clearly define the new requirements and its impact to schedule and cost. If appropriate, this statement of work will be amended to address the work scope change. No payment will be made for activities performed outside of the scope of this SOW without prior written consent of the Gogo Program Manager and the XipLink Program Manager.

5.4 Bi-weekly review

A bi-weekly project review meeting will be held between Gogo staff and XipLink staff either by conference call or in person, to cover the following topics in order to ensure the successful project execution:

- 1) Project status and plan
- 2) Resolution of previous issues
- 3) New issues, actions items and risks

Additional meetings may be scheduled as requested by Gogo or XipLink.

5.5 Site visitation

Gogo will have the option to travel to XipLink for the Bi-weekly meetings or any of the Design Reviews.

6. VERIFICATION AND VALIDATION TEST CRITERIA

6.1 Final Acceptance

For Final acceptance of the products, XipLink will:

- Provide the acceptance test plan (ATP) and test procedures of the Gogo products and Design Verification Test plan to Gogo for review. The ATP test plan will be executed during the final phase of the project with optional Gogo personnel witness. The ATP test report will be jointly signed off by XipLink.
- XipLink submits completed Qualification test reports.
- Manufacture the final Gogo products to conform to the requirements provided by Gogo.

6.2 Development & Configuration Control Tools

XipLink shall have a configuration management system that monitors and maintains configuration, change, and status accounting for hardware within XipLink's facility. Gogo shall review and approve all changes and revisions to the products subsequent to Gogo's completion of First Article Inspection.

XipLink shall implement a Quality Assurance system that ensures all products to be delivered hereunder meet the specification requirements and that the products meet the quality standards approved by Gogo. Gogo will conduct first article inspection.

7. DOCUMENTATION CRITERIA

All drawings and documentation required to support the ongoing manufacture and test of Product shall be put into escrow, including but not limited to:

- Purchase specifications for all components and materials
- XipLink XA-30K and XE product data sheets
- Acceptance test plan
- Any design documentation that is required to support ongoing maintenance of the product.

8. FINANCE AND PAYMENT

Invoices must reference the appropriate Purchase Order Number, line item and description. The Gogo’s Program Manager will approve all invoices prior to payment.

Milestone payments will be invoiced upon acceptance of the deliverables for the Phase. Initial payment is due at PRD Sign-Off Date and remaining payments are due net 45 days from invoice date. The following table defines the amounts to be invoiced at each milestone:

Phase	Invoice #	Amount	Milestone	Date
1		***	***	***
2		***	***	***

**Exhibit B to
Product Development and Manufacturing Agreement**

Supply and Support Terms – XipLink XA/XE Airlink Systems

This Exhibit B is part of the Product Development and Manufacturing Agreement dated October 3, 2011 between Gogo LLC (“Gogo”) and XipLink, Inc (“XipLink”) (the “Agreement”). This Exhibit describes the terms of the Agreement relating to manufacturing, supply and support of production units of the Product developed according to Exhibit A (“Product Units”).

- 1. Manufacturing.** XipLink will manufacture or have manufactured under its direct control the Product Units, in facilities that are certifiable as to adherence to applicable quality and process control standards. Product Units will be manufactured in accordance with the final product specification, and will be tested in accordance with the final Test Plan. Gogo may inspect the manufacturing process and test the Product Units at any stage upon reasonable notice. XipLink will reasonably cooperate with and assist such inspection and testing without additional charge. Inspection and testing during manufacture does not affect Gogo’s right of inspection upon delivery. XipLink’s manufacturing quality program will be subject to review and comment by Gogo throughout the life of the Agreement. XipLink will keep Gogo informed of any material change in the materials sourcing or manufacturing process of the Product Units. XipLink will give Gogo the maximum possible notice (and no less than 90 days) of any plan to discontinue manufacturing of the Product Units.
- 2. Product unit pricing.** Pricing for the Product Units will be as follows:

<u>Product</u>	<u>Pricing</u>
XA-30K/Single Appliance Unit	[***]
XE-CM/B User Software	[***]
XO-XHO30k	[***]

An “aircraft pooled license” allows Gogo to purchase only the number of licenses needed to support the peak concurrent number of aircraft utilizing the XA systems within the entire Gogo network. The XA appliance shall not set any capacity or session limit related to the purchased licensed capacity, Gogo may exceed the licensed capacity until the next audit, to be held quarterly every three months, and purchase of XE-CM licensing.

- 3. Minimum Quantity and Initial Purchase Discount.** Subject to the terms of this agreement and subject to final Product Acceptance, Gogo commits to order a minimum of four (4) XA-30K/Single Appliance Product Units for delivery upon Product Acceptance. The initial PO will be submitted promptly after Product Acceptance. XipLink agrees that the purchase price for the initial four XA-30K/Single Appliance Product Units shall be discounted [***] for an aggregate purchase price of [***]. The purchase price for the initial four units is included in the Milestone Payments set forth in the Section 8 the Finance & Payment provision of Exhibit A. Each subsequent PO for XA-30K/Single Appliance Product Units will specify a first delivery date not more than 30 days after the PO is placed, and a last delivery date not more than 90 days after the PO is placed.

Subject to the terms of this agreement and subject to final Product Acceptance, Gogo commits to order a minimum of 100 client aircraft licenses of the XE-CM/B User Software for delivery upon

Product Acceptance. The purchase price for the initial 100 client aircraft licenses of the XE-CM/B User Software is included in the Milestone Payments set forth in the Section 8 the Finance & Payment provision of Exhibit A. The license is a pooled capacity license and is only chargeable on the utilization and capacity of the server farm. If the utilization capacity exceeds 100 clients at any time in a calendar quarter, Gogo shall purchase an additional client aircraft licenses in 100 client blocks at the commencement of the calendar quarter following the capacity overage.

4. **Product support.** During the first twelve months after Product Acceptance, XipLink will provide support services free of charge (by telephone or email) for issues that are not covered under the product warranty. The Support Services include:
- Tier two technical support on calls from Gogo personnel only.
 - Software upgrades
 - Engineering support for Gogo's certification effort regarding devices of which the Product is a component
 - Resolution of system-wide issues
 - Troubleshooting and bug fixes

XipLink will be available to provide the Support Services in the English language, twenty-four hours per day, seven days a week except for statutory Canadian Holidays. XipLink's response time for support requests by telephone or email will not exceed four business hours for any support issue involving a nonfunctioning Product Unit, or one business day for all other issues. For any support issue involving a nonfunctioning Product Unit, XipLink will apply continuous efforts during business hours from initiation of the trouble ticket to resolution. The parties will jointly define a Support Services process to suit Gogo needs including bug priority, resolution time, and escalation. Gogo may renew the Support Services contract annually after the first year, for compensation as mutually agreed.

5. **Training and Installation Services.** XipLink will conduct training for the Gogo team as mutually agreed. Travel expenses will be paid by Gogo as stated in section 8 of Exhibit A. These trainings will be free of charge, on dates to be agreed. XipLink will provide engineering support for installation of Product Units at a price of [***] per week of onsite support.
6. **Warranty support.** The Product Units are warranted as described in Section 5 of the Agreement. After the one year no cost warranty period, XipLink will provide TAC support services, comprised of call-in support, bug fixes, new features, customer web portal and document update service at a cost to Gogo of no greater than [***] of the initial cost of such Product unit. Extended hardware warranty is not elected at this time, although units are fully warranted from hardware defects for 12 months from delivery. Gogo will notify XipLink in the case of any suspected defective units, and will arrange for the return of such units for disposition under an RMA number. Gogo will ship returned units at Gogo's expense and risk. XipLink will complete its warranty disposition and ship any repaired or replacement Product Unit no later than thirty (30) business days after receipt of the returned unit. XipLink will ship repaired or replacement units at XipLink's expense and risk, by the same shipment method Gogo used for the return. All Product Unit repairs will be performed using new (not reconditioned) components of equal or greater quality. Repaired or replaced Product Units will be tested prior to shipment in accordance with the procedures for new Product Units. Repaired or replaced Product Units will be warranted for the remainder of the original warranty period.
7. **Scheduling.** XipLink's manufacturing lead time for Product Units will be 60 days from receipt of Gogo's PO to date of delivery. Gogo may accelerate delivery of Product Units ordered, provided that the accelerated schedule provides XipLink with 30 days lead-time. Gogo may delay delivery of Product Units ordered, provided that orders may not be delayed or cancelled after shipment. XipLink will attempt to accommodate any other scheduling request of Gogo, subject to reasonable fees for

expedited production and delivery. Gogo reserves the right to return at XipLink's expense any Product Units shipped more than five (5) days ahead of the required date of delivery as stated in the PO, unless such advance shipment has been specifically authorized by Gogo.

8. **Shipment.** Product Units will be individually packaged according to the applicable specifications. PO numbers will be prominently displayed on package labeling. Title and risk of loss will remain with XipLink until delivery to the carrier. Product Units are received subject to inspection. Gogo will contact XipLink and receive a Returned Material Authorization (RMA) number before returning Product Units.
9. **Terms of sale.** Gogo will be invoiced on shipment of Product Units. All freight or insurance charges will be paid by Gogo. Gogo will not be responsible for any taxes imposed on XipLink, and XipLink will not impose packing or other incidental charges. XipLink will process all paperwork and pay all government charges and all other fees (such as forwarding agent fees) relating to export of Product Units from Montreal, Quebec, Canada and import of Product Units into the US. Gogo will reimburse XipLink for all government charges relating to import of Product Units into the US, and for all reasonable fees referred to in the preceding sentence, which will be listed separately on XipLink's invoice. XipLink will be responsible for government charges relating to export.

Single Licensee
Software Escrow Agreement

Date	February 2, 2013
Licensors	XipLink, Inc.
Licensee	Gogo LLC
Agreement Number	Product Development and Manufacturing Agreement

Notice: The parties to this Agreement are obliged to inform Escrow Agent of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the intellectual property in the Software).

Escrow Agreement Dated:

Between:

- (1) XipLink, Inc. whose principal office is at 3981 St. Laurent Blvd., Suite 800, Montreal, QC H2W 1Y5 (“Licensor”);
- (2) Gogo LLC whose principal office is at 1250 N. Arlington Heights Road, Itasca, IL 60143 (“Licensee”); and
- (3) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Georgia with its principal office at 8302 Dunwoody Place, Suite 150, Atlanta GA 30350, USA (“Escrow Agent”).

Background:

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software is the confidential information and intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

“**Agreement**” means the terms and conditions of this single licensee software escrow agreement set out below, including the Schedule(s) hereto.

“**Confidential Information**” means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party.

“**Deposit Form**” means the form at Schedule 1 which is to be completed by Licensor and delivered to Escrow Agent with each deposit of the Escrow Material.

“**Escrow Material**” means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 2 of this Agreement.

“**Full Verification**” means the tests and processes forming Escrow Agent’s Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Material.

“**Integrity Testing**” means those tests and processes forming Escrow Agent’s Integrity Testing service, in so far as they can be applied to the Escrow Material.

“**Intellectual Property Rights**” mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

“**License Agreement**” means the agreement under which Licensee was granted a license to use the Software.

“**Letter of Intent**” means the form completed by Licensor and/or Licensee containing the information, including the fee schedule for services to be provided hereunder, to enable Escrow Agent to set up this Agreement.

“**Release Purposes**” means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

“**Software**” means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1.

“**Source Code**” means the computer programming code of the Software in human readable form.

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
- 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
- 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Licensor's Duties and Warranties

- 2.1 Licensor shall;
- 2.1.1 deliver a copy of the Escrow Material to Escrow Agent within 30 days of the date of this Agreement;
 - 2.1.2 deliver an update or replacement copy of the Escrow Material to Escrow Agent within 30 days of a material update, error correction, enhancement, maintenance release or functional modification to the Software which results in an updated delivery of the object code version of the Software to Licensee;
 - 2.1.3 ensure that each copy of the Escrow Material deposited with Escrow Agent comprises the Source Code of the latest version of the Software used by Licensee;
 - 2.1.4 deliver to Escrow Agent an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the Escrow Material represents the most current version of Source Code and that the integrity of the Escrow Material media is maintained;
 - 2.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:
 - 2.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 2.1.5.2 password/encryption details required to access the Escrow Material;
 - 2.1.6 deliver with each deposit of the Escrow Material the following technical information (where applicable):
 - 2.1.6.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;
 - 2.1.6.2 Software design information (e.g. module names and functionality); and
 - 2.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Escrow Material; and
 - 2.1.7 deposit a detailed list of the suppliers of any third party software or tools, including open source software and tools, required to access, install, build or compile or otherwise use the Escrow Material.

- 2.2 Licensor warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material with Escrow Agent that:
 - 2.2.1 it has the full right, ability and authority to deposit the Escrow Material;
 - 2.2.2 in entering into this Agreement and performing its obligations under it, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and
 - 2.2.3 the Escrow Material deposited under Clause 2.1 contains all information in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

3 Licensee's Responsibilities and Undertakings

- 3.1 Licensee shall notify Escrow Agent of any change to the Software that necessitates a replacement deposit of the Escrow Material.
- 3.2 In the event that the Escrow Material is released under Clause 6, Licensee shall:
 - 3.2.1 keep the Escrow Material confidential at all times;
 - 3.2.2 use the Escrow Material only for the Release Purposes;
 - 3.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 3.2;
 - 3.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and
 - 3.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.

4 Escrow Agent's Duties

- 4.1 Escrow Agent shall:
 - 4.1.1 at all times during the term of this Agreement, retain the Escrow Material in a safe and secure environment; and
 - 4.1.2 inform Licensor and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form, and/or the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under Clause 10.
- 4.2 In the event of failure by Licensor to deposit any Escrow Material with Escrow Agent, Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licensor and Licensee of Licensor's failure to deposit any Escrow Material.

- 4.3 Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 8.
- 4.4 Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

5 **Payment**

- 5.1 The parties shall pay Escrow Agent's fees and charges as published from time to time or as otherwise agreed, as listed in the Letter of Intent between the parties. Escrow Agent's fees as published are exclusive of any applicable sales tax.
- 5.2 Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 5.3 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.
- 5.4 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 5.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

6 **Release Events and Procedures**

- 6.1 Subject to: (i) the remaining provisions of this Clause 6 and (ii) the receipt by Escrow Agent of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent will release the Escrow Material to a duly authorized representative of Licensee if any of the following events ("Release Event(s)") occur:
- 6.1.1 a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
- 6.1.2 Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors;

- 6.1.3 or any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - 6.1.4 Licensor takes any corporate action authorizing any of the foregoing; or
 - 6.1.5 any similar or analogous proceedings or event to those in Clauses 6.1.1 to 6.1.3 above occurs in respect of Licensor within any jurisdiction outside the USA; or
 - 6.1.6 Licensor ceases to carry on its business or the part of its business which relates to the Software; or
 - 6.1.7 Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within the time period specified in the License Agreement or any maintenance agreement or other relevant agreement, and if no time period is specified, within a commercially reasonable time period.
- 6.2 Licensee must notify Escrow Agent and Licensor of the Release Event specified in Clause 6.1 by delivering to Escrow Agent a notice in writing (“Notice”) declaring that such Release Event has occurred, setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as Escrow Agent shall reasonably require.
- 6.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
- 6.3.1 Escrow Agent shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and
 - 6.3.2 unless within 14 calendar days after the date of dispatch of the Notice by Escrow Agent, Escrow Agent receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof, Escrow Agent will release the Escrow Material to Licensee for its use for the Release Purposes.
- 6.4 Upon receipt of the counter-notice from Licensor under Clause 6.3.2, Escrow Agent shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.

- 6.5 Within 90 calendar days of dispatch of the counter-notice by Escrow Agent, Licensee may give Licensor and Escrow Agent written notice of its intention to arbitrate under Clause 7 (“Demand”).
- 6.6 If, within 90 calendar days of dispatch of the counter-notice by Escrow Agent to Licensee, Licensee has not given a Demand to Licensor and Escrow Agent, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

7 Disputes regarding Release Event(s)

- 7.1 All disputes regarding whether the Release Event(s) specified in the Notice occurred before the Licensee delivered the Notice to Escrow Agent shall be decided by one (1) arbitrator. The place of the arbitration shall be Atlanta, Georgia. If the Licensor and Licensee have not agreed on an arbitrator within seven (7) days after the Licensor receives the Demand, the American Arbitration Association (AAA) shall appoint an arbitrator within ten (10) days of receipt of a request to appoint an arbitrator, which may be filed by either the Licensor or Licensee. The arbitrator’s agreement to the deadlines set forth in this Clause 7 shall be a condition to the appointment as arbitrator, but failure to adhere to these time limits shall not be a basis for challenging the award.
- 7.2 Within seven (7) days of the appointment of the arbitrator, the Licensor and Licensee shall each provide written submissions to the arbitrator, together with all documentary evidence in their possession in support of their claim.
- 7.3 Based solely on the written submissions of the Licensor and Licensee, and without the need for a hearing, the arbitrator shall render and deliver his or her award to the Licensor, the Licensee and Escrow Agent within fourteen (14) days of receiving the written submissions from the Licensor and Licensee. The Licensee and Licensor may agree to extend this time limit or the arbitrator may do so in its discretion if he or she determines that the interest of justice so requires.
- 7.4 The award shall be limited to a determination of whether or not there existed a Release Event at the time Licensee delivered the Notice to Escrow Agent and, where the Licensor claims within the timescales specified in Clause 6.3.2 that the Release Event has been rectified and the Licensee does not agree, to a determination of whether or not the Release Event has in fact been rectified. In addition, the arbitrator shall award the prevailing party its attorneys’ fees and costs, including the fees and costs of the arbitrator.
- 7.5 The arbitral award shall be final and binding upon the Parties hereto. If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to Escrow Agent, Escrow Agent is hereby authorized to release and deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then Escrow Agent shall not release the Escrow Material and shall continue to hold the Escrow Material in accordance with the terms of this Agreement.
- 7.6 The Parties agree that the arbitration provided in this Clause 7 shall not be consolidated or joined with any other proceeding regarding disputes between or among any of the Parties.

8 Confidentiality

- 8.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.
- 8.2 In the event that Escrow Agent releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.
- 8.3 Subject to Clause 8.4, Escrow Agent agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 8.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 8.4 Escrow Agent may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that, unless prohibited by the terms of the order or the relevant law or regulation, Escrow Agent has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process, Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where Escrow Agent obeys or complies with any such order, judgment or decree, Escrow Agent shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

9 Intellectual Property Rights

- 9.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") is transferred to Escrow Agent. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.
- 9.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in Escrow Agent. Licensor and Licensee shall each be granted a non-exclusive right and license to use such report for the purposes of this Agreement and their own internal purposes only.

10 Integrity Testing and Full Verification

- 10.1 Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by Escrow Agent under this Agreement.
- 10.2 As soon as practicable after the Escrow Material has been deposited with Escrow Agent, Escrow Agent shall apply its Integrity Testing processes to the Escrow Material.
- 10.3 Any party to this Agreement shall be entitled to require Escrow Agent to carry out a Full Verification. Subject to Clause 10.4, Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 10.4 If the Escrow Material fails to satisfy Escrow Agent's Full Verification tests within the timescales originally provided for the completion of the Full Verification test as a result of being defective or incomplete in content, Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by Licensor.
- 10.5 Should the Escrow Material deposited fail to satisfy Escrow Agent's Integrity Testing or Full Verification tests under Clauses 10.2 or 10.3, Licensor shall, within 14 days of the receipt of the notice of test failure from Escrow Agent, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 2. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, Escrow Agent will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

11 Escrow Agent's Liability

- 11.1 Nothing in this Clause 11 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.
- 11.2 Subject to Clause 11.1, Escrow Agent shall not be liable for:
- 11.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors and in such event Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of 5250,000 (two hundred and fifty thousand US dollars); and
- 11.2.2 any special, indirect, incidental or consequential damages whatsoever.

- 11.3 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 11.4 Escrow Agent shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 11.5 Escrow Agent shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

12 Indemnity

- 12.1 Save for any claim falling within the provisions of Clause 11.1, the Licensor and the Licensee jointly and severally agree at all times to indemnify and hold harmless Escrow Agent in respect of all of its legal and all other costs (including reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Licensor and the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 12.2 The Licensor shall assume all liability and shall at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of Escrow Agent in respect of the Escrow Material as contemplated under this Agreement.

13 Term and Termination

- 13.1 This Agreement shall continue until terminated in accordance with this Clause 13.
- 13.2 Licensee may terminate this Agreement at any time by giving sixty (60) days prior written notice to Escrow Agent. Upon such termination, Escrow Agent shall, unless it receives written instructions to the contrary from the Licensor within 30 days of the date of termination, destroy the Escrow Material.
- 13.3 If the License Agreement has expired or has been lawfully terminated, then either party (the "Requesting Party") shall have the right to give notice to Escrow Agent

requesting termination of this Agreement. Upon receipt of such a notice from the Requesting Party, Escrow Agent shall notify the other party (the "Receiving Party") of the Requesting Party's notice to terminate. Unless within 30 days of Escrow Agent giving such notice to the Receiving Party, Escrow Agent receives a counter-notice from the Receiving Party disputing the termination of the License Agreement, then the parties shall be deemed to have consented to such termination and this Agreement shall immediately automatically terminate. Upon termination under this Clause, Escrow Agent shall destroy the Escrow Material.

- 13.4 Subject to Clause 13.3, Licensor may only terminate this Agreement with the written consent of Licensee.
- 13.5 This Agreement shall automatically immediately terminate upon release of the Escrow Material to Licensee in accordance with Clause 6.
- 13.6 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement in accordance with the terms of Clause 5, Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, Escrow Agent will give Licensee a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, Escrow Agent shall have the right to terminate this Agreement without further notice. Any amounts owed by Licensor but paid by Licensee will be recoverable by Licensee direct from Licensor as a debt and, if requested, Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 13.7 Upon termination under the provisions of Clauses 13.4 or 13.6 and in the event of termination under Clause 13.5 where Licensee does not require release of all of the Escrow Material, for 30 days from the date of termination Escrow Agent will make the Escrow Material available for collection by Licensor or its agents from the premises of Escrow Agent during office hours. After such 30 day period Escrow Agent has the authority to destroy the Escrow Material.
- 13.8 Notwithstanding any other provision of this Clause 13, Escrow Agent may resign as Escrow Agent hereunder and terminate this Agreement by giving sixty (60) days written notice to Licensor and Licensee ("Resignation Notice"). In that event, Licensor and Licensee shall have the option to appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within fourteen (14) days of delivery of the Resignation Notice or a longer period as agreed by Licensor and Licensee, Licensor or Licensee shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee. If Escrow Agent is notified of the new custodian sixty (60) days of giving the Resignation Notice, Escrow Agent will forthwith deliver the Escrow Material to the new custodian. If Escrow Agent is not notified of the new custodian within the aforementioned notice period, Escrow Agent will destroy the Escrow Material.
- 13.9 The provisions of Clauses 1, 3.2, 5, 8, 9, 10.1, 11, 12, 13.9 to 13.11 (inclusive) and 14 shall continue in full force after termination of this Agreement.

- 13.10 On and after termination of this Agreement, Licensor and/or Licensee (as appropriate) shall remain liable to Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 13.11 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

14 General

- 14.1 A party shall notify the other parties to this Agreement, within 30 days of its occurrence, of any of the following:
- 14.1.1 a change of its name, principal office, contact address or other contact details; and
 - 14.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement.
- 14.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the state of Georgia, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement, except as provided in Clause 7, will be resolved in the state or federal courts in Atlanta, Georgia, and the parties hereby expressly consent to the jurisdiction thereof.
- 14.3 This Agreement, together with the Letter of Intent and any relevant Escrow Agent standard terms and conditions including Escrow Agent escrow terms and conditions and, where applicable, Escrow Agent verification terms and conditions represent the whole agreement relating to the escrow arrangements between Escrow Agent and the other parties for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the terms of this Agreement shall prevail.
- 14.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received;
- (i) if delivered by hand or courier, at the time of delivery;
 - (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
 - (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

- 14.5 Except where any party merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement, no party shall assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 14.6 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 14.7 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 14.8 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 14.9 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 14.10 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 6.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 14.11 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Licensor:

BUSINESS CONTACT

Company: XipLink, Inc
Contact: Jack Waters Title: CEO
Address: 3981 St. Laurent Bolvd, Suite 800
City, State, Zip: Montreal, QC H2W 1Y5
Telephone: (514) 848-9640 xt 234 Fax: (514) 848-964
Email: jwaters@xiplink.com

TECHNICAL CONTACT

Contact: Thomas Muller Title: Director of Operations
Address: (Same)
City, State, Zip: _____
Telephone: x230 Fax: _____
Email: tmuller@xiplink.com

BILLING CONTACT (If different from above)

Contact: Accounts Payable Title: _____
Address: (Same)
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: ao@xiplink.com
Purchase Order (if applicable): Licensee (Gogo) to pay premium.

Note: Xiplink is not liable for premium but takes intellectual property deposit responsibility,

Licensee:

BUSINESS CONTACT

Company: _____ Title: _____
Contact: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____

TECHNICAL CONTACT

Contact: _____ Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____

BILLING CONTACT (If different from above)

Contact: _____ Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____
Purchase Order (if applicable): _____

Signed for and on behalf of XipLink, Inc.

Name: _____

Position _____

(Authorized Signatory)

Signed for and on behalf of Gogo LLC

Name: _____

Position _____

(Authorized Signatory)

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: _____

Position _____

(Authorized Signatory)

Schedule 1 (Deposit Form)

ESCROW MATERIALS DEPOSIT FORM

Escrow Account Number:	[Agreement Number]
Product Name: XipLink XE Software	[Software Name] Release 4.0
Date: February 1, 2013	

DEPOSITOR DETAILS

Company Name:	XipLink, Inc	Technical Contact:	(See Above)
Address:	(See above)	Signature:	
		Position:	
Telephone No:		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
DVD Media	1	XE-Release 4.0	4.0.0
Hardcopy Documents (please supply details):			
Softcopy Documents (please give location on media, e.g. ldocs\build):		/Documents	
What Hardware was used to create the media deposit?		Apple Macbook	
What Operating System was used?		Mac OS X 10.6.8 or higher	
What Backup Command/Software was used?		tar	
What Software Compression has been used?		Gzip	
What Encryption/Password Protection has been used?		None	
In what Development Language is the source code written?		C/C++, Python, Unix Scripts	
Approximate size of the data on the media in megabytes?		200Mb	
Provide details of any third party software required to access/compile the material.		Gcc under FreeBSD environment	
Provide details of any additional build information.		Will be provided under /Documents	

The following information **MUST** be provided for Escrow Agent to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1: Initial Deposit (First Deposit) – Is this a complete deposit?

YES NO if NO, please indicate when the rest of the deposit will be sent _____

SECTION 2: Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits?

YES NO

If YES, would you like the past deposit(s) to be:

RETAINED RETURNED DESTROYED

*For returns and destroys, please specify which deposit(s) this applies to by reference

to the month and year of delivery to Escrow Agent

(Tick 'ALL' if all previous deposits): All SPECIFIC DEPOSIT(S):

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

AMENDMENT #1 TO PRODUCT DEVELOPMENT AND MANUFACTURING AGREEMENT

XIPLINK XA/XE AIRLINK SYSTEMS

This Amendment No. 1 (this “Amendment”) to Product and Manufacturing Agreement dated October 3, 2011 between Gogo LLC (“Gogo”) and XipLink, Inc. (“XipLink”) (“Agreement”) allows Gogo to purchase the XA-30K software on an IBM blade server platform; XS-SL/B (Server license for large system—BSD operating system)

Performance Targets (per Blade)

The XS-SL/B Final Performance Targets (FPT) is:

- [***]
- [***]
- Ethernet failure redundancy

The Initial Delivery Minimal Acceptable Performance (IDT) Target is:

- [***]

Deliverables / Timelines

Following is a complete list of all deliverables and timelines:

<u>Deliverable</u>	<u>Party</u>	<u>Description</u>	<u>Due Date</u>
IBM Hardware Specifications	Gogo	Desired 4 interface IBM blade server hardware platform model number.	11/10/12
IDT Software	XipLink	Initial software load that, at a minimum, will perform to IDT target session/tunnel counts. Simplex Interface Solution	12/31/12
FDT Software	XipLink	Final Commercial software upgrade to bring IDT software compliant to FDT session/tunnel count. Simplex Interface Solution.	1/30/13
EAF Software	XipLink	Ethernet Automatic Failover redundancy. 2x wireless + 2x Routed interfaces cross connected to two switches so that should one switch port fail all blades connected to the switch will automatically redirect to the redundant switch.	3/15/13
Documentation	XipLink	Platform specific installation instructions.	2/28/13

Timeline

Key project dates are outlined below. Dates are estimates and are subject to change until PO is issued by Gogo. The payment here totaling [***] comprise the payment of XS-SL/B IBM Blade Server Platform License defined in the Pricing section:

<u>Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Duration</u>
Gogo PO Issued; [***] payment processed (net 45)	10/31/12	10/31/12	1 day
Phase 1: IDT Software Delivery to Gogo	12/31/12	12/31/12	1
Gogo IDT Payment of [***] (net 45)	1/1/13	1/1/13	1
Phase 2: FDT Software delivery to Gogo	1/30/13	1/30/13	1
Gogo FDT Acceptance Test & Payment of [***] (net 45)	2/1/13	2/1/13	1
Phase 3: EAF Software delivery to Gogo	3/15/13	3/15/13	1
Gogo ESF Acceptance Test & Payment of [***] (net 45)	4/1/13	4/1/13	1

Trade-in Allowance

Gogo may Trade-in one XA-30K for each XS-SL/B purchased and receive a [***] credit for a net XS-SL/B price of [***] each. The trade-in offer is valid until June 2013, and each XA-30K trade-in must be in good working condition.

Pricing (\$USD)

<u>Description</u>	<u>Price</u>
XS-SL/B IBM Blade Server Platform License:	[***] (one-time payment)
- [***] Net 45 Days at contract signing	
- [***] Net 45 days at IDT delivery & acceptance	
- [***] Net 45 at FDT delivery & acceptance	
XS-SL/B IBM Blade Server License	[***] (each)
- Net 45	[zero ordered under this Amendment]
Annual TAC fee for XE-SL/B IBM Licenses: 12%	[***] per Blade Server license
- [***] per license per additional year coverage when purchased at Time of Initial Blade (XS-SL/B) order. First 12 months included with initial purchase.	per year after the first year
XS-SL/B IBM Blade Server Platform 'EAF' (Redundancy failover) License:	[***] (one-time global license payment)
- Net 45	
TOTAL COST UNDER THIS AMENDMENT	\$ [***]

The terms of the Agreement are amended and modified by the terms and conditions of this Amendment, which shall supersede and prevail over any conflicting terms and conditions, set forth in the Agreement. Except as specifically set forth herein (or as set forth in any other written amendments which may be entered into between the parties), all of the terms and conditions of the Agreement remain unmodified and in full force and effect. No waiver, modification, or addition to this Amendment or the Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF , the parties hereto have caused this Amendment to Product Development and Manufacturing Agreement to be executed as of October 31, 2012.

GOGO LLC

By: /s/ Anand Chari

Name: Anand Chari

Title: CTO

XIPLINK, INC.

By: /s/ Jack W. Waters

Name: Jack W. Waters

Title: CEO

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

AMENDMENT #2 TO PRODUCT DEVELOPMENT AND MANUFACTURING AGREEMENT

This Amendment No. 2 (this “Amendment”) to the Product and Manufacturing Agreement dated October 3, 2011 between Gogo LLC (“Gogo”) and XipLink, Inc. (“XipLink”), and as amended by Amendment No. 1, dated October 31, 2012 (collectively, the “Agreement”) allows Gogo to purchase XipLinks ‘Disparate Path Bonding (DPB) Software’ for the Gogo internally branded project called, “ATG4+Ku.” Gogo’s ATG4+Ku program has both an ATG4 and Ku solution on a single aircraft allowing for global coverage, and leveraging the lower cost associated with ATG. From a channel bonding standpoint; Gogo is expected to support a smooth, uninterrupted transition of data flow when transitioning from Ku to ATG uplinks.

1. Primary Elements of the ATG4+Ku Program.

- XipLink is responsible for the following primary elements:
- The current XE and XA(XS) architecture(s) are maintained
 - The XA shall manage three paths with two primary path types; ATG and Ku
 - The XA must establish the paths with any path being up, and have the associated metrics for 3 paths
 - The XA shall balance traffic on the paths via primary methods:
 - a) Overflow model, with ATG being primary paths and Ku being overflow (target launch method)
 - b) traditional model, with ATG and Ku being balance using Upper Limit methods

2. Preliminary Technical Specification Document (PTSD); Final Technical Specification Document (FTSD)

- The Preliminary Technical Specification Document (“PTSD”) as drafted by BAL and labeled ‘XipLink ATG4 with Ku v2’ will be used as the initial guideline against which XipLink DPB software platform will conform. A final technical specification document (“FTSD”) will be agreed to by Gogo and XipLink prior to contract execution. The FTSD supersedes the PTSD.

3. Deliverables

Following is a complete list of all deliverables:

<u>Deliverable</u>	<u>Responsible Party</u>	<u>Description</u>	<u>Due Date</u>
PTSD	GoGo	Initial Technical Specification Document	(complete)
FTSD	XipLink/GoGo	Final Technical Specification Document	1/21/13
IDS (Initial Delivery Software)	XipLink	Initial software load that, at a minimum, will perform balancing according to the Overflow Model	4/4/13
FDS (Final Delivery Software)	XipLink	Final software load to bring IDT software compliant to FDS specifications utilizing the Upper Limit balancing method. Includes draft documentation and installation instructions.	6/10/13
Documentation	XipLink	Final platform specific installation instructions including any Gogo commentary.	7/30/13

4. Timeline

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until PO is issued by Gogo. Thereafter, the dates shall be updated as needed via Change Order and set has deadlines:

<u>Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Duration</u>
FTSD negotiation and executed	1/14/13	1/21/13	1 week
Gogo PO Issued; [***] payment processed (net 45)	1/30/13	1/30/13	1 day
Phase 1: IDS Delivery to Gogo	4/4/12	4/4/12	1 day
Gogo IDS Payment of [***] (net 45)	4/5/13	4/5/13	1 day
Weekly (Gogo/XipLink) Meetings (includes access to Gogo test personnel and test infrastructure, includes frequent XipOS application releases)	4/5/13	6/10/13	65 days
Phase 2: FDS delivery to Gogo	6/10/13	6/10/13	1 day
Gogo FDS Acceptance Test & Payment of [***] (net 45)	6/11/13	6/11/13	1 day
FDS Deposit to Software Escrow Account	6/21/13	6/21/13	1 day

5. Pricing (\$USD)

<u>Description</u>	<u>Price</u>
Disparate Path Bonding license:	[***]
- [***] Net 45 Days at contract signing	
- [***] Net 45 days at IDS delivery & acceptance	
- [***] Net 45 at FDS delivery & acceptance	

The total fees under this Amendment shall not exceed [***]. XipLink agrees that the above fees and expenses constitute XipLink's entire remuneration for the services and deliverables provided hereunder.

6. Software Escrow.

The parties will implement escrow as described in this section.

- 6.1 The parties will execute within 10 days after Product Acceptance an escrow agreement in substantially the form attached as Exhibit 1 to this Amendment (the "Escrow Agreement") with Escrow Associates, Inc. Within ten (10) business days following the execution of the Escrow Agreement, XipLink will deposit into the escrow account the FDS materials and Documentation described in this Amendment (the "Deposit"). XipLink will deposit updates, replacements and duplicate Deposits as described in paragraph 2.1 of the Escrow Agreement.
- 6.2 The occurrence of any of the events described in paragraph 6.1 of the Escrow Agreement will trigger release of the Deposit held in escrow.
- 6.3 All fees for establishing the Escrow Agreement and maintaining Gogo, as a beneficiary thereof will be paid by Gogo.
- 6.4 If the Deposit is released to Gogo pursuant to the Escrow Agreement, Gogo will not become the owner of the Deposit, but Gogo will have a perpetual, non-exclusive, royalty-free, irrevocable, worldwide license, with full rights of assignment and sublicense, to use, perform, copy, display, reproduce, market, sell, and distribute technology based on the Deposit as a component of Gogo products by all means now known or later developed, to modify and derive new products from the Deposit, and to manufacture or have manufactured products based on or derived from the Deposit. This license does not grant to Gogo any rights to sell XipLink technology separate from Gogo products. Prior to any such release as described above, Gogo shall have the right to inspect and review the contents of the Deposit, upon notice to the third party escrow agent and XipLink, for the sole purpose of verifying the accuracy and completeness of the Deposit. XipLink shall have the right to be present at the time of inspection, and Gogo agrees that in conjunction with such verification and inspection, it shall not copy or retain any reviewed information of the Deposit without the consent of XipLink.

The terms of the Agreement are amended and modified by the terms and conditions of this Amendment, which shall supersede and prevail over any conflicting terms and conditions, set forth in the Agreement. Except as specifically set forth herein (or as set forth in any other written amendments which may be entered into between the parties), all of the terms and conditions of the Agreement remain unmodified and in full force and effect. No waiver, modification, or addition to this Amendment or the Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Product Development and Manufacturing Agreement to be executed as of January 31, 2012.

GOGO LLC

XIPLINK, INC.

By: /s/ Bryan A. Lauer

By: /s/ Jack W. Waters

Name: Bryan A. Lauer

Name: Jack Waters

Title: VP Engineering

Title: CEO

EXHIBIT 1
ESCROW AGREEMENT

CREDIT AGREEMENT

dated as of June 21, 2012

among

AIRCELL BUSINESS AVIATION SERVICES LLC,

GOGO LLC and

GOGO INTERMEDIATE HOLDINGS LLC,

as Borrowers

The Several Lenders

from Time to Time Parties Hereto

and

MORGAN STANLEY SENIOR FUNDING, INC.,

as Administrative Agent and Collateral Agent

MORGAN STANLEY SENIOR FUNDING, INC. and J.P. MORGAN SECURITIES LLC,

as Joint Lead Arrangers and Joint Bookrunners

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EXHIBITS:

A	Form of Assignment and Assumption
B	Form of Compliance Certificate
C	Form of Guarantee and Collateral Agreement
D	Form of Exemption Certificate
E	Form of Note
F	Form of Closing Date Certificate
G	Form of Perfection Certificate
H	Form of Intercompany Note
I	Form of Solvency Certificate
J	Form of Mortgage

CREDIT AGREEMENT, dated as of June 21, 2012, among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company ("BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings") and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower", the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders") and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, the Borrowers have requested the Lenders to extend credit in the form of Loans on the Closing Date, in an aggregate principal amount not in excess of \$135,000,000;

WHEREAS, the Loans shall be borrowed by BA, which shall use the proceeds of the Loans solely (a) to further distribute such proceeds to the other Borrowers (via intercompany loans or via dividends to Holdings for investment in Subsidiaries of Holdings or via a combination thereof) for general corporate purposes, including Investments to the extent permitted by Section 8.8 and Restricted Payments to the extent permitted by Section 8.6, (b) for general corporate purposes and (c) to pay fees and expenses incurred in connection with the Transactions; and

WHEREAS, the Lenders are willing to make available the Loans for such purposes on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"Acquired Person": as defined in Section 8.2(i).

"Additional Extensions of Credit": as defined in Section 11.1.

"Administrative Agent": as defined in the preamble to this Agreement.

"Administrative Agent Parties": the Administrative Agent or any of its Affiliates or any of their respective officer, directors, employees, agents, advisors or representatives.

"Affected Lender": as defined in Section 4.13.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agent Related Parties”: the Administrative Agent, the Collateral Agent and any of their respective Affiliates, officers, directors, employees, agents, advisors or representatives.

“Agents”: the collective reference to the Collateral Agent and the Administrative Agent.

“Aggregate Exposure”: with respect to any Lender at any time, an amount equal to the sum of the aggregate then unpaid principal amount of such Lender’s Loans.

“Aggregate Exposure Percentage”: with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

“Agreement”: this Credit Agreement.

“Agreement Value”: for each Hedge Agreement, on any date of determination, the maximum aggregate amount (giving effect to any netting agreements) that the Borrowers or any of their respective Subsidiaries would be required to pay if such Hedge Agreement were terminated on such date.

“Anti-Terrorism Laws”: Executive Order No. 13224, the Patriot Act, the laws comprising or implementing the Bank Secrecy Act and the laws administered by the United States Treasury Department’s Office of Foreign Asset Control (each as from time to time in effect) and any similar laws relating to terrorism.

“Applicable Margin”: for any day (a) with respect to any LIBOR Loan, 9.75% per annum and (b) with respect to any Base Rate Loan, 8.75% per annum.

“Applicable Premium”: (a) with respect to any Loans on any date of prepayment pursuant to Section 4.1, purchase pursuant to Section 4.13(b), automatic acceleration of the Loans pursuant to Section 9 or declaration by the Administrative Agent of the Loans to be due and payable pursuant to Section 9, in each case on or prior to the Make-Whole Termination Date, the sum of (i) 3.0% of the principal amount so prepaid, purchased, automatically accelerated or declared and (ii) the present value at such date of all required interest payments due on such Loans from the date of prepayment, purchase, automatic acceleration or declaration through and including the Make-Whole Termination Date (excluding accrued but unpaid interest as of the date of prepayment or purchase), assuming that all such interest accrues at the Base Rate in effect as of the first Business Day prior to the date of such prepayment, purchase, automatic acceleration or declaration plus the Applicable Margin, discounted to the date of prepayment, purchase, automatic acceleration or declaration at a rate equal to the Treasury Rate as of such date of prepayment, purchase, automatic acceleration or declaration plus 0.50%, or (b) with respect to any Loans on any date of prepayment pursuant to Section 4.1, purchase pursuant to Section 4.13(b), automatic acceleration of the Loans pursuant to Section 9 or declaration by the Administrative Agent of the Loans to be due and payable pursuant to Section 9, in each case after the Make-Whole Termination Date but prior to the third anniversary of the Closing Date, 3.0% of the principal amount so prepaid, purchased, automatically accelerated or declared.

“Approved Fund”: with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans, or similar extensions of credit, in the ordinary course and is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender, or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

“Asset Sale”: any Disposition of Property or series of related Dispositions of Property, including, without limitation, any issuance of Capital Stock of any Subsidiary of the Borrowers (excluding in any case any such Disposition permitted by clause (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (l), (n) or (o) of Section 8.5) that yields gross proceeds to any Group Member (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of \$500,000.

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit A or any other form approved by the Administrative Agent.

“Assignment Effective Date”: as defined in Section 11.6(b).

“Available Basket Amount”: at any date of determination, the sum, without duplication, of (a) \$145,000,000, plus (b) an amount equal to the sum of the Builder Amounts for each fiscal quarter of BA ending after the Closing Date for which financial statements required to be delivered pursuant to Section 7.1(a) or Section 7.1(b), and the related certificate required to be delivered pursuant to Section 7.2(a), have been received by the Administrative Agent, plus (c) commencing on the Closing Date through and including such date of determination, the amount of any capital contributions by Holdings to BA or net cash proceeds from any issuance of Qualified Capital Stock of BA to Holdings and not previously applied for a purpose other than use in the Available Basket Amount, plus (d) commencing on the Closing Date through and including such date of determination, the amount of any Retained Amounts pursuant to Section 4.2(e), minus (e) the aggregate amount of any Investments made pursuant to Section 8.8(n), any Restricted Payments made pursuant to Section 8.6(d) and any Capital Expenditures made pursuant to the final paragraph of Section 8.7 during the period commencing on the Closing Date through and including such date of determination (for purposes of this clause (e), without taking into account the intended usage of the Available Basket Amount on such date of determination).

“BA”: as defined in the preamble to this Agreement.

“BA Loan Party”: BA and any of its Subsidiaries that is a Subsidiary Guarantor.

“Base Rate”: a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the greatest of (a) the rate of interest published by the Wall Street Journal, from time to time, as the prime rate, (b) $\frac{1}{2}$ of 1% per annum above the Federal Funds Effective Rate, (c) the LIBO Rate for an Interest Period of one month plus 1.00% and (d) 2.50%. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal

Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition thereof, the Base Rate shall be determined without regard to clause (b) of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Base Rate due to a change in such prime rate, the Federal Funds Effective Rate or the LIBO Rate shall be effective on the effective date of such change in such prime rate, the Federal Funds Effective Rate or the LIBO Rate, as the case may be.

“Base Rate Loans”: Loans the rate of interest applicable to which is based upon the Base Rate.

“Benefitted Lender”: as defined in Section 11.7(a).

“Bidco”: AC BidCo LLC, a Delaware limited liability company.

“Blocked Person”: as defined in Section 5.21(b).

“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Borrower Materials”: as defined in Section 11.2.

“Borrowers”: as defined in the preamble to this Agreement.

“Budget Year”: as defined in Section 7.2(b).

“Builder Amount”: with respect to each fiscal quarter of BA ending after the Closing Date for which financial statements required to be delivered pursuant to Section 7.1(a) or Section 7.1(b), and the related certificate required to be delivered pursuant to Section 7.2(a), have been received by the Administrative Agent, an amount (which shall not be less than zero) equal to 50% of Excess Cash Flow for such fiscal quarter; provided, that the Builder Amount with respect to any such fiscal quarter shall be (a) 75% of Excess Cash Flow for such fiscal quarter if the Consolidated Total Leverage Ratio as of the last day of such fiscal quarter is less than 3.25 to 1.0 but greater than or equal to 2.0 to 1.0 or (b) 100% of Excess Cash Flow for such fiscal quarter if the Consolidated Total Leverage Ratio as of the last day of such fiscal quarter is less than 2.0 to 1.0.

“Business”: as defined in Section 5.17(b).

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, LIBOR Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

“CA”: as defined in the preamble to this Agreement.

“Capital Expenditures”: for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for maintenance, the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets, additions to equipment (including replacements, capitalized repairs and improvements during such period) and purchases of ground rights, in each case, which should be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries; provided that “Capital Expenditures” shall not include (i) any such expenditures in respect of assets that constitute a Permitted Acquisition, (ii) subject to the terms of Section 4.2(c), expenditures of Net Cash Proceeds arising from a Recovery Event, (iii) the purchase price of equipment that is purchased during such period to the extent the consideration therefor consists of (x) existing equipment traded in at the time of such purchase or (y) the proceeds of a concurrent sale of existing equipment, in each case in the ordinary course of business, (iv) expenditures that are accounted for as capital expenditures by BA or any Subsidiary of BA and that actually are paid for by a Person other than BA or any Subsidiary of BA and for which neither BA nor any Subsidiary of BA has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such Person or any other Person (whether before, during or after such period) and (v) interest capitalized during such period.

“Capital Lease Obligations”: as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock (including, for the avoidance of doubt, common stock and preferred stock) of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Cash Equivalents”: (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than \$500,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody’s, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at

least A by S&P or A by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; or (g) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition or money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$5,000,000,000.

"Cash Management Agreement": shall mean any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer, automated clearinghouse transfers of funds and other cash management arrangements.

"Cash Management Bank": with respect to any Cash Management Agreement, any counterparty thereto that (a) at the time such Cash Management Agreement was entered into, was a Lead Arranger, an Agent, a Lender or an Affiliate of any of the foregoing or (b) is designated in writing by Holdings and such counterparty to the Administrative Agent as a Cash Management Bank.

"Change in Law": the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 4.9, by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control": (a) prior to a Qualified Public Offering, the Permitted Investors failing to own, directly or indirectly, beneficially and of record, shares representing at least a majority of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of Parent, (b) after a Qualified Public Offering, any "person" or "group" (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 as in effect on the date hereof, but excluding any employee benefit plan of such person and its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Investors, owning, directly or indirectly, beneficially or of record, shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of Parent, (c) a majority of the seats (other than vacant seats) on the board of directors of Parent or any Borrower being occupied by persons who were neither (i) nominated by the board of directors of Parent or such Borrower, as applicable,

nor (ii) appointed by directors so nominated, (d) any change in control (or similar event, however denominated) with respect to Parent or any Borrower or any Subsidiary of any Borrower occurring under and as defined in any indenture or agreement in respect of Material Indebtedness to which Parent or any Borrower or any Subsidiary of any Borrower is a party, (e) Parent ceasing to directly own, beneficially and of record, 100% of the issued and outstanding Capital Stock of Holdings, (f) Holdings ceasing to directly own, beneficially and of record, 100% of the issued and outstanding Capital Stock of BA, (g) Holdings ceasing to directly own, beneficially and of record, 100% of the issued and outstanding Capital Stock of Bidco or (h) Holdings ceasing to directly own, beneficially and of record, 100% of the issued and outstanding Capital Stock of CA.

“Closing Date”: June 21, 2012.

“Code”: the Internal Revenue Code of 1986.

“Collateral”: all property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

“Collateral Agent”: as defined in the preamble to this Agreement.

“Commitment”: as to any Lender, the obligation of such Lender, if any, to make a Loan to the Borrowers hereunder in a principal amount not to exceed the amount set forth under the heading “Commitment” under such Lender’s name on Schedule 1.1(a) or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original aggregate amount of the Commitments is \$135,000,000.

“Commonly Controlled Entity”: an entity, whether or not incorporated, that is under common control with any Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes any Borrower and that is treated as a single employer under Section 414 of the Code.

“Communications”: as defined in Section 11.2.

“Communications Act”: the Communications Act of 1934, and any similar or successor Federal statute, and the rules and regulations of the FCC or any other similar or successor agency thereunder.

“Communications Laws”: all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by a Governmental Authority (including the FCC) relating in any way to the use of radiofrequency spectrum or the offering or provision of video, communications, telecommunications or information services (including the Communications Act).

“Communications License”: any Governmental Authorization granted by the FCC pursuant to the Communications Act, or by any other Governmental Authority pursuant to Communications Laws, to a Borrower or any other Group Member or assigned or transferred to a Borrower or any other Group Member pursuant to Communications Laws, including the Communications Licenses listed on Schedule 5.23(b).

“Compliance Certificate”: a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

“Confidential Information Memorandum”: the Confidential Information Memorandum of BA dated May 2012 and furnished to the Lenders.

“Consolidated Current Assets”: at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of BA and BA’s Subsidiaries at such date.

“Consolidated Current Liabilities”: at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption) on a consolidated balance sheet of BA and BA’s Subsidiaries at such date, but excluding the current portion of any Funded Debt of BA and BA’s Subsidiaries.

“Consolidated EBITDA”: for any period, Consolidated Net Income for such period plus, without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of (a) income tax expense for such period, (b) interest expense, amortization or writeoff of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Loans) for such period, (c) depreciation and amortization expense for such period, (d) amortization of intangibles (including, but not limited to, goodwill) and organization costs for such period, (e) any extraordinary charges or losses determined in accordance with GAAP for such period, (f) non-cash compensation expenses for such period, (g) any non-recurring cash fees, charges and expenses incurred by BA and its Subsidiaries in connection with the Transactions during such period, (h) any non-recurring cash fees, charges and expenses related to any Qualified Public Offering, Investment, repayment, refinancing, amendment or other modification of, issuance or incurrence of Indebtedness, Disposition or issuance of Capital Stock permitted by this Agreement (whether or not consummated or incurred), (i) all deferred financing costs written off and premiums paid in connection with any early extinguishment of obligations under Hedge Agreements or other derivative instruments, (j) the amount of any restructuring, transition and management charges accrued during such period, including charges to establish accruals and reserves or to make payments associated exclusively with the reassessment or realignment of the business and operations of BA and its Subsidiaries, including, without limitation, severance, asset writedowns or asset disposals (including leased facilities), writedowns for purchase and operating lease commitments, writedowns for excess, obsolete or unbalanced inventories, and relocation costs, including costs of moving and relocating personnel; provided, that the amount of charges added pursuant to this clause (j) shall not exceed \$5,000,000 in any four consecutive fiscal quarter period, (k) to the extent actually reimbursed, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with a Permitted Acquisition, (l) expenses resulting from liability or casualty events and (m) any other non-cash charges, non-cash expenses or non-cash losses of the BA or any of its Subsidiaries for such period (excluding any such charge, expense or loss incurred in the ordinary course of business that constitutes an

accrual of or a reserve for cash charges for any future period); provided, however, that cash payments made in such period or in any future period in respect of such non-cash charges, expenses or losses (excluding any such charge, expense or loss incurred in the ordinary course of business that constitutes an accrual of or a reserve for cash charges for any future period) shall be subtracted from Consolidated Net Income in calculating Consolidated EBITDA in the period when such payments are made, and minus, without duplication, to the extent included in the statement of such Consolidated Net Income for such period, the sum of (i) interest income for such period, (ii) any extraordinary income or gains determined in accordance with GAAP for such period and (iii) any other non-cash income (excluding any items that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period that are described in the parenthetical to clause (m) above) for such period, all as determined on a consolidated basis.

“Consolidated Net Income”: for any period, the consolidated net income (or loss) of BA and BA’s Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that, to the extent otherwise included therein, there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of BA or is merged into or consolidated with the BA or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary of BA) in which BA or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by BA or such Subsidiary in the form of dividends or similar distributions, (c) the undistributed earnings of any Subsidiary of BA to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than any Loan Document), its Organizational Documents or Requirement of Law applicable to such Subsidiary, (d) any income (or loss) attributable to Dispositions out of the ordinary course of business, (e) any income (or loss) attributable to the early extinguishment or retirement of Indebtedness or obligations under Hedge Agreements, (f) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income and (g) any interest income (or expense) from Investments in (or Indebtedness owed to) any Group Member, except to the extent that any such income is received (or expense is paid) in cash. There shall be excluded from Consolidated Net Income (i) for any period, the purchase accounting effects of adjustments to assets or liabilities as a result of any Permitted Acquisitions or the amortization or write-off of any amounts thereof and (ii) for any period, any gains or losses resulting from any reappraisal, revaluation or write-up or write-down of assets acquired pursuant to a Permitted Acquisition.

“Consolidated Total Debt”: at any date, the aggregate principal amount of all Indebtedness of BA and BA’s Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

“Consolidated Total Leverage Ratio”: on any date, the ratio of (a) Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date.

“Consolidated Working Capital”: at any date, the excess of Consolidated Current Assets on such date over Consolidated Current Liabilities on such date.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Default”: any of the events specified in Section 9.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Defaulting Lender”: at any time, a Lender as to which the Administrative Agent has notified Holdings that a Lender Insolvency Event has occurred and is continuing with respect to such Lender. Any determination that a Lender is a Defaulting Lender will be made by the Administrative Agent in its sole discretion acting in good faith. The Administrative Agent will promptly send to the applicable Defaulting Lender and each other Lender a copy of any notice to Holdings with respect to such Defaulting Lender provided for in this definition.

“Designation Date”: as defined in Section 3.3(g).

“Discharge of the Obligations”: as defined in the Guarantee and Collateral Agreement.

“Disposition”: with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Disqualified Lender”: any Persons designated in writing by Parent or BA to the Administrative Agent prior to the Closing Date and listed on Schedule 1.1(c).

“Dollars” and “\$”: dollars in lawful currency of the United States.

“Domestic Subsidiary”: any Subsidiary of a Borrower (a) that is organized under the laws of any state within the United States or the District of Columbia and (b) that is not a FSHCO.

“Earn-Out Obligations”: those certain obligations of any Borrower or any Subsidiary Guarantor arising in connection with any acquisition of assets or businesses permitted under Section 8.8 to the seller of such assets or businesses the payment of which is dependent on the future earnings or performance of such assets or businesses and contained in the agreement relating to such acquisition or in an employment agreement delivered in connection therewith and that are subordinated to the payment in full in cash of the Obligations; provided, that all Earn-Out Obligations will be in form reasonably satisfactory to the Administrative Agent solely as to (i) the subordination provisions thereof (or be issued subject to a subordination agreement satisfactory to the Administrative Agent) and (ii) the provisions restricting any amendment or modification thereof without the prior written consent of the Administrative Agent.

“ECF Percentage”: 50%; provided, that, with respect to each fiscal year of BA ending on or after December 31, 2013, the ECF Percentage shall be reduced to (a) 25% if the Consolidated Total Leverage Ratio as of the last day of such fiscal year is less than 3.25 to 1.0 but greater than or equal to 2.0 to 1.0 and (b) 0% if the Consolidated Total Leverage Ratio as of the last day of such fiscal year is less than 2.0 to 1.0.

“Eligible Assignee”: any Person other than a Disqualified Lender or a natural Person that is (i) a Lender, an Affiliate of any Lender or an Approved Fund (any two or more related Approved Funds being treated as a single Eligible Assignee for all purposes hereof), or (ii) a commercial bank, insurance company, investment or mutual fund or other entity that is an “accredited investor” (as defined in Regulation D under the Securities Act of 1933, as amended) and which extends credit or buys loans in the ordinary course; *provided* that notwithstanding anything herein to the contrary, “Eligible Assignee” shall not include any Borrower or any of their respective Affiliates.

“Environmental Laws”: any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health or the environment, as now or may at any time hereafter be in effect.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Eurocurrency Reserve Requirements”: for any day as applied to a LIBOR Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

“Event of Default”: any of the events specified in Section 9.1; provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Excess Cash Flow”: for any fiscal period of BA, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal period, (ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income, (iii) decreases in Consolidated Working Capital for such fiscal period, and (iv) the aggregate net amount of non-cash loss on the Disposition of Property by BA and its Subsidiaries during such fiscal period (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income over (b) the sum, without duplication, of (i) the amount of all non-cash credits included in arriving at such Consolidated Net Income, (ii) the aggregate amount actually paid by BA and its Subsidiaries in cash during such fiscal period on account of Capital Expenditures and Permitted Acquisitions (excluding (x) the principal amount of Indebtedness issued or incurred or the proceeds of Capital Stock issued or sold, in each case, by BA or its Subsidiaries to finance such expenditures (but including repayments of any such Indebtedness incurred during such fiscal period or any prior fiscal period to the extent such repaid amounts may not be reborrowed) and (y) any such expenditures financed with the proceeds of any Reinvestment Deferred Amount or from the Available Basket Amount), (iii) the aggregate amount of all regularly scheduled principal payments of Funded Debt (including the Loans) of BA and its Subsidiaries made by BA or its Subsidiaries in cash during such fiscal period (other than in respect of any revolving credit

facility to the extent there is not an equivalent permanent reduction in commitments thereunder) (including (A) the principal component of payments in respect of Capital Lease Obligations and (B) the amount of any repayment of Loans pursuant to Section 2.3), excluding the principal amount of Indebtedness issued or incurred or the proceeds of Capital Stock issued or sold, in each case, by BA or its Subsidiaries to finance such principal payments (but including repayments of any such Indebtedness incurred during such fiscal period or any prior fiscal period to the extent such repaid amounts may not be reborrowed), (iv) increases in Consolidated Working Capital for such fiscal period, (v) the aggregate net amount of non-cash gain on the Disposition of Property by BA and its Subsidiaries during such fiscal period (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income, (vi) the amount of Investments actually made by BA and its Subsidiaries in cash during such period permitted by Section 8.8 (p)(ii), except to the extent that such Investments were financed with the proceeds of any issuance or sale of Capital Stock of BA or its Subsidiaries, with the proceeds of any Indebtedness of BA or its Subsidiaries or with the proceeds of any Reinvestment Deferred Amount and (vii) the amount (without duplication) of Restricted Payments paid in cash (or Investments made in cash) to Parent or Holdings during such period pursuant to Section 8.6(c) (or pursuant to Section 8.8(s)) by BA or any of its Subsidiaries on account of Taxes that are attributable to BA and its Subsidiaries, except to the extent such Restricted Payments were financed with the proceeds of any issuance or sale of Capital Stock of BA or its Subsidiaries, with the proceeds of any Indebtedness of BA or its Subsidiaries or with the proceeds of any Reinvestment Deferred Amount.

“Excess Cash Flow Application Date”: as defined in Section 4.2(a).

“Excluded Indebtedness”: all Indebtedness permitted by Section 8.2.

“Excluded Subsidiary”: (a) any Foreign Subsidiary and (b) any Subsidiary of Holdings that (x) is prohibited by Requirement of Law or Contractual Obligations existing on the Closing Date (or, in the case of any newly acquired Subsidiary of Holdings, in existence at the time of acquisition but not entered into in contemplation thereof) from guaranteeing or granting Liens to secure the Obligations or (y) could guarantee or grant Liens to secure the Obligations, as applicable, only upon receipt of a Governmental Authorization unless such Governmental Authorization has been received.

“Extended Loans” as defined in Section 3.3.

“Extending Lender” as defined in Section 3.3.

“Extension” as defined in Section 3.3.

“Extension Offer” as defined in Section 3.3.

“FAA”: the Federal Aviation Administration, and any successor agency of the United States Government exercising substantially equivalent powers.

“Facility”: the Commitments and the Loans made thereunder.

“FATCA”: Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

“FCC”: the Federal Communications Commission, and any successor agency of the United States Government exercising substantially equivalent powers.

“FCC Licenses”: call sign WQFX728 and, once acquired, call sign WQFX729.

“FCPA” the Foreign Corrupt Practices Act of 1977.

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“Foreign Intellectual Property”: shall mean Intellectual Property governed by, or arising or existing under, pursuant to or by virtue of, the laws of any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

“Foreign Subsidiary”: any Subsidiary of any Borrower that is not a Domestic Subsidiary.

“FSHCO”: any Subsidiary of any Borrower described in clause (a) of the definition of Domestic Subsidiary which does not have any material assets other than capital stock (or capital stock and indebtedness) of one or more Subsidiaries of Holdings that are not described in clause (a) of the definition of Domestic Subsidiary, and any other asset (including any intellectual property) incidental thereto.

“Fund”: any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans or similar extensions of credit in the ordinary course.

“Funded Debt”: as to any Person, all Indebtedness of such Person that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrowers, Indebtedness in respect of the Loans.

“Funding Office”: the office of the Administrative Agent specified in Section 11.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to Holdings and the Lenders.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

“Governmental Authorization”: all authorizations, certificates, consents, decrees, permits, licenses, registrations, waivers, privileges, approvals from and filings with all Governmental Authorities necessary in connection with any Group Member’s business.

“Group Members”: the collective reference to the Borrowers and their respective Subsidiaries.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement to be executed and delivered by the Borrowers and each Subsidiary Guarantor, substantially in the form of Exhibit C.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by Holdings in good faith.

“Guarantors”: the collective reference to Holdings and the Subsidiary Guarantors.

“Hedge Agreements”: any agreement with respect to any cap, swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of any of the Borrowers or any of their respective Subsidiaries shall be a Hedge Agreement.

“Holdings”: as defined in the preamble to this Agreement.

“Immaterial Subsidiary”: any direct or indirect Subsidiary of a Borrower or group of direct or indirect Subsidiaries of the Borrowers that, individually or in the aggregate, for the twelve month period ending on the last day of the fiscal quarter of the Borrowers most recently ended, had (i) revenues of less than 2.0% of the revenues of the Borrowers and their Subsidiaries and (ii) aggregate assets with a fair market value of less than 2.0% of the fair market value of the total assets of the Borrowers and their Subsidiaries, in each case, on a consolidated basis for such period.

“Indebtedness”: of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person’s business), including, without limitation, Earn-Out Obligations (valued at the maximum possible payment in accordance with the terms of the relevant agreement providing therefor), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers’ acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all redeemable preferred Capital Stock that is not Qualified Capital Stock of such Person, or if higher, the maximum principal amount of Indebtedness that any Capital Stock that is not Qualified Capital Stock of such Person is convertible into, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) for the purposes of Sections 8.2 and 9.1(e) only, all obligations of such Person in respect of Hedge Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor. For purposes of clause (i) above, the principal amount of Indebtedness under clause (i) shall be the lesser of (x) the fair market value of the applicable property securing the obligations referred to in clause (i) and (y) the amount of the obligation referred to in clause (i); and for purposes of clause (j) above, the principal amount of Indebtedness in respect of Hedge Agreements shall be the Agreement Value of such Hedge Agreement.

“Indemnified Liabilities”: as defined in Section 11.5.

“Indemnitee”: as defined in Section 11.5.

“Insolvency”: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

“Insolvency or Liquidation Proceeding”: (a) any voluntary or involuntary case or proceeding under the United States Bankruptcy Code, state bankruptcy law or similar law with respect to any Loan Party; (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Loan Party or with respect to a material portion of their respective assets; (c) any liquidation, dissolution, reorganization or winding up of any Loan Party whether voluntary or involuntary and whether or not involving insolvency or bankruptcy (other than any of the foregoing expressly permitted under the covenants contained in the Loan Documents); or (d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Loan Party.

“Insolvent”: pertaining to a condition of Insolvency.

“Intellectual Property”: as defined in the Guarantee and Collateral Agreement.

“Intellectual Property Security Agreements”: the Patent Security Agreement, the Trademark Security Agreement and the Copyright Security Agreement (each as defined in the Guarantee and Collateral Agreement).

“Intercompany Lease Agreement”: the Spectrum Manager Lease Agreement dated as of the Closing Date among Bidco, CA and BA.

“Intercompany Note”: the Intercompany Note to be executed and delivered by each Group Member, substantially in the form of Exhibit H.

“Interest Payment Date”: (a) as to any Base Rate Loan, the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any LIBOR Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any LIBOR Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period and (d) as to any Loan, the date of any repayment or prepayment made in respect thereof.

“Interest Period”: as to any LIBOR Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such LIBOR Loan and ending one, two, three or six (or (if available to all Lenders) nine or twelve) months thereafter, as selected by BA in its notice of borrowing or notice of conversion, as the case may be, given with

respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such LIBOR Loan and ending one, two, three or six (or (if available to all Lenders) nine or twelve) months thereafter, as selected by BA by irrevocable notice to the Administrative Agent no later than 11:00 A.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) BA may not select an Interest Period that would extend beyond the Maturity Date;

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and

(iv) BA shall select Interest Periods so as not to require a payment or prepayment of any LIBOR Loan during an Interest Period for such Loan on any day other than the last day of an Interest Period.

“Investments”: as defined in Section 8.8.

“Lead Arrangers”: Morgan Stanley Senior Funding, Inc. and J.P. Morgan Securities LLC, in their capacities as joint lead arrangers and joint bookrunners for the Facility.

“Lease”: any lease, sublease or sub-sublease, letting, license, concession, easement, right of way or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy, all or any portion of any real property, and every modification, amendment, guaranty or other agreement relating thereto.

“Lease and Services Documents”: the Intercompany Lease Agreement and the Services Agreement.

“Lender Insolvency Event”: (i) a Lender or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (ii) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment; provided that a Lender Insolvency Event shall not be

deemed to have occurred solely by virtue of the ownership or acquisition of any Capital Stock in that Lender or its Parent Company by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

“Lenders”: as defined in the preamble to this Agreement.

“LIBO Base Rate”: with respect to each day during each Interest Period pertaining to a LIBOR Loan, the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period. In the event that such rate does not appear on Reuters Screen LIBOR01 Page (or otherwise on such service), the “LIBO Base Rate” shall be determined by reference to such other comparable publicly available service for displaying LIBO rates as may be selected by the Administrative Agent or, in the absence of such availability, the arithmetic mean of the rates (rounded upward to the nearest 1/100th of 1%) as supplied to the Administrative Agent at its request quoted by the Reference Banks to leading banks in the London interbank market two Business Days before the first day of such Interest Period for Dollar deposits of a duration equal to the duration of such Interest Period.

“LIBO Rate”: with respect to each day during each Interest Period pertaining to a LIBOR Loan, a rate per annum determined for such day equal to the greater of (a) 1.50% and (b) an amount determined in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{LIBO Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

“LIBOR Loans”: Loans the rate of interest applicable to which is based upon the LIBO Rate.

“LIBOR Tranche”: the collective reference to LIBOR Loans the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

“Lien”: any mortgage, pledge, hypothecation, assignment for collateral security purposes, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“Liquidity”: cash and Cash Equivalents held by the Borrowers and their respective Subsidiaries (taken as a whole).

“Loan”: as defined in Section 2.1.

“Loan Documents”: this Agreement, the Security Documents and the Notes.

“Loan Party”: each Group Member that is a party to a Loan Document.

“Make-Whole Termination Date”: the day immediately prior to the second anniversary of the Closing Date.

“Material Acquisition”: any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all of the voting Capital Stock of a Person and (b) involves the payment of consideration by BA and its Subsidiaries in excess of \$10,000,000.

“Material Adverse Effect”: a material adverse effect on (a) the business, assets, property, condition (financial or otherwise) or results of operations of the Borrowers and their respective Subsidiaries, taken as a whole, (b) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights or remedies of the Agents or the Lenders hereunder or thereunder, taken as a whole, or (c) the validity, perfection or priority of the Collateral Agent’s Liens upon a material portion of the Collateral.

“Material Disposition”: any Disposition of property or series of related Dispositions of property that yields gross proceeds to BA and its Subsidiaries in excess of \$10,000,000.

“Material Indebtedness”: Indebtedness (other than the Loans), or obligations in respect of one or more Hedge Agreements, of any one or more of the Borrowers or any of their respective Subsidiaries or, for purposes of a Change of Control, Parent, in an aggregate principal amount exceeding \$5,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of any Person in respect of any Hedge Agreement at any time shall be the Agreement Value of such Hedge Agreement at such time.

“Materials of Environmental Concern”: any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including asbestos, polychlorinated biphenyls, radioactive materials, and toxic mold.

“Maturity Date”: June 21, 2017.

“Moody’s”: Moody’s Investors Service, Inc.

“Mortgaged Properties”: the real properties to which the Collateral Agent for the benefit of the Secured Parties shall be granted a Lien pursuant to the Mortgages.

“Mortgages”: any mortgages, deeds of trust, deeds to secure debt, assignment of leases and rents or other security document made by any Loan Party in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, substantially in the form of Exhibit J.

“Multiemployer Plan”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds”: (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or by the Disposition of any non-cash consideration received in connection therewith or otherwise, but, in each case, only as and when received) of such Asset Sale or Recovery Event, net of, without duplication, (i) attorneys’ fees, accountants’ fees and investment banking fees, (ii) amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document), (iii) any reserve in accordance with GAAP in respect of (x) the sale price of such asset or assets and (y) any liabilities associated with such asset or assets and retained by the Borrowers or any of their respective Subsidiaries after such Disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction (provided that to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds if not utilized to pay such costs), (iv) the Borrowers’ reasonable estimate of payments required to be made with respect to liabilities relating to any asset that is the subject of an Asset Sale (and not assumed by the buyer of such asset) within one year after such Asset Sale (it being understood and agreed that “Net Cash Proceeds” shall include an amount equal to any estimated liabilities described in this clause (iv) that have not been satisfied in cash within 365 days after such Asset Sale) and (v) other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (b) in connection with any incurrence or issuance of Indebtedness, the cash proceeds received from such incurrence or issuance, net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“Non-BA Loan Party”: any Loan Party that is not a BA Loan Party.

“Non-Consenting Lenders”: in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders or all directly affected Lenders where the consent of the Required Lenders is obtained, the Lenders whose consent is required but not obtained.

“Non-Excluded Taxes”: as defined in Section 4.10(a).

“Non-Extending Lender”: as defined in Section 3.3(f).

“Non-U.S. Lender”: as defined in Section 4.10(d).

“Notes”: the collective reference to any promissory note evidencing Loans.

“Obligations”: the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any Insolvency or Liquidation Proceeding relating to any Loan Party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Loan Parties to any Agent or to any Lender (or, in the case of Specified Hedge Agreements or Specified Cash Management Agreements, any Qualified Counterparty or Cash Management Bank, as applicable), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, any Specified Hedge Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, Applicable Premium, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to any Agent or to any Lender that are required to be paid by the Borrowers pursuant hereto) or otherwise; provided, that any release of Collateral or Guarantors effected in the manner permitted by the Loan Documents shall not require the consent of Qualified Counterparties under Specified Hedge Agreements or Cash Management Banks under Specified Cash Management Agreements.

“OFAC”: as defined in Section 5.21.

“Organizational Documents”: as to any Person, the certificate of incorporation, certificate of formation, by-laws, limited liability company agreement, partnership agreement or other organizational or governing documents of such Person.

“Other Taxes”: any and all present or future stamp, court or documentary, recording, filing Taxes or any other similar Taxes, charges or levies arising from any payment made hereunder or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document.

“Parent”: Gogo Inc., a Delaware corporation.

“Parent Company”: with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

“Parent Expenses”: (i) costs (including all professional fees and expenses) incurred by Parent or Holdings in connection with maintaining its existence or in connection with its reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument relating to Indebtedness of the Borrowers or any their respective Subsidiaries, including in respect of any reports filed with respect to the Securities Act, the Exchange Act or the respective rules and regulations promulgated thereunder, (ii) expenses incurred by Parent or Holdings in connection with the acquisition, development, maintenance, ownership, prosecution, protection and defense of its intellectual property and associated rights (including but not limited to trademarks, service marks, trade names, trade dress, patents, copyrights and similar rights, including registrations and registration or renewal applications in respect thereof; inventions, processes, designs, formulae, trade secrets, know-how, confidential information, computer software, data and documentation, and any other

intellectual property rights; and licenses of any of the foregoing) to the extent such intellectual property and associated rights relate to the business or businesses of the Borrowers or any their respective Subsidiaries, (iii) indemnification obligations of Parent or Holdings owing to directors, members, officers, employees or other Persons under its Organizational Documents or pursuant to written agreements with or for the benefit of any such Person, or obligations in respect of director and officer insurance (including premiums therefor), (iv) other administrative and operational expenses of Parent or Holdings incurred in the ordinary course of business, and (v) fees and expenses incurred by Parent or Holdings in connection with any offering of Capital Stock or Indebtedness, (w) which offering is not completed, or (x) where the net proceeds of such offering are received by or contributed or loaned to the Borrowers or any their respective Subsidiaries, or (y) in a prorated amount of such expenses in proportion to the amount of such net proceeds so received, contributed or loaned, or (z) otherwise on an interim basis prior to completion of such offering so long as Parent or Holdings shall cause the amount of such expenses to be repaid to the relevant Borrower or the relevant Subsidiary of the Borrowers out of the proceeds of such offering promptly if completed.

“Participant”: as defined in Section 11.6(c).

“Participant Register”: as defined in Section 11.6(c).

“Patriot Act”: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor thereto).

“Perfection Certificate”: the Perfection Certificate substantially in the form of Exhibit G.

“Permitted Acquisition”: any acquisition, whether by purchase, merger or otherwise, of all or substantially all of the assets of, all of the Capital Stock of, or a business line or unit or a division of, any Person; provided, that (a) immediately prior to, and after giving effect thereto, no Specified Event of Default shall have occurred and be continuing or would result therefrom; (b) all transactions in connection therewith shall be consummated, in all material respects, in accordance with all applicable laws and in conformity with all applicable Governmental Authorizations; (c) in the case of the acquisition of Capital Stock, all of the Capital Stock (except for any such Capital Stock in the nature of directors’ qualifying shares required pursuant to applicable law) acquired or otherwise issued by such Person or any newly formed Subsidiary of a Borrower in connection with such acquisition shall be owned 100% by a Borrower or a Subsidiary Guarantor, and the applicable Borrower shall have taken, or caused to be taken, as of the date such Person becomes a Subsidiary of such Borrower, each of the actions set forth in Sections 7.09 and 7.10, as applicable; (d) on a Pro Forma Basis after giving effect to such acquisition (and any related incurrence of Indebtedness, if applicable), the Consolidated Total Leverage Ratio, as of the last day of the most recently ended four consecutive fiscal quarter period for which the financial statements required to be delivered pursuant to Section 7.1(a) or 7.1(b), and the related certificate required to be delivered pursuant to Section 7.2(a), have been

received by the Administrative Agent, would not be greater than 3.75:1.00; (e) immediately prior to, and after giving effect thereto, the Borrowers and their respective Subsidiaries shall have Liquidity of at least \$10,000,000; (f) if the total consideration paid in connection with such Permitted Acquisition (including any Earn-Out Obligations and any Indebtedness of any Acquired Person that is assumed by any Borrower or any of their respective Subsidiaries following such acquisition) exceeds \$2,500,000, Holdings shall have delivered to the Administrative Agent at least five Business Days prior to such proposed acquisition a certificate (with reasonably detailed backup calculations) evidencing compliance with the requirements of clauses (d) and (e) above, together with all relevant financial information with respect to such acquired assets, including, without limitation, the aggregate consideration for such acquisition and any other information reasonably required to demonstrate compliance with clauses (d) and (e) above; (g) any Person or assets or division as acquired in accordance herewith shall be in substantially the same business or lines of business in which the Borrowers and/or their respective Subsidiaries are engaged, or are permitted to be engaged as provided herein, as of the time of such acquisition; and (h) the total consideration paid in connection with all Permitted Acquisitions (including any Earn-Out Obligations and any Indebtedness of any Acquired Person that is assumed by a Borrower or any of its Subsidiaries in connection with such acquisitions) shall not exceed (1) in the case of consideration in the form of cash (other than proceeds described in clause (2)) or the proceeds of Indebtedness, \$75,000,000 and (2) in the case of consideration in the form of Capital Stock or the proceeds of Capital Stock, \$200,000,000, in each case, from the date of this Agreement.

“Permitted Investors”: the collective reference to Ronald T. LeMay, Michael Small, the Thorne Entities, the Townsend Affiliates and Ripplewood Holdings.

“Permitted Refinancing”: as to any Indebtedness, the incurrence of other Indebtedness to refinance, extend, renew, defease, restructure, replace or refund (collectively, “refinance”) such existing Indebtedness; provided that, in the case of such other Indebtedness, the following conditions are satisfied: (a) other than with respect to a Permitted Refinancing in respect of Capital Lease Obligations, the weighted average life to maturity of such refinancing Indebtedness shall be greater than or equal to the weighted average life to maturity of the Indebtedness being refinanced; (b) the principal amount of such refinancing Indebtedness shall be less than or equal to the principal amount (including any accreted or capitalized amount) then outstanding of the Indebtedness being refinanced, plus any required premiums and other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by any amount equal to any existing commitments unutilized thereunder; (c) the respective obligor or obligors shall be the same on the refinancing Indebtedness as on the Indebtedness being refinanced; (d) the security, if any, for the refinancing Indebtedness shall be the same as that for the Indebtedness being refinanced (except to the extent that less security is granted to holders of refinancing Indebtedness); (e) the refinancing Indebtedness is subordinated to the Obligations to the same degree, if any, or to a greater degree as the Indebtedness being refinanced; and (f) no material terms (other than interest rate) applicable to such refinancing Indebtedness or, if applicable, the related security or guarantees of such refinancing Indebtedness (including covenants, events of default, remedies, acceleration rights) shall be, taken as a whole, materially more favorable to the refinancing lenders (in the commercially reasonable determination of BA) than the terms that are applicable under the instruments and documents governing the Indebtedness being refinanced.

“**Person**”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“**Plan**”: at a particular time, any employee benefit plan that is covered by ERISA and in respect of which any Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“**Platform**”: as defined in Section 11.2.

“**Pledged Company**”: any Subsidiary of any Borrower the Capital Stock of which is pledged to the Collateral Agent pursuant to any Security Document.

“**Pledged Equity Interests**”: as defined in the Guarantee and Collateral Agreement.

“**Pro Forma Adjustment**”: for any period that includes any Specified Transaction, the pro forma increase or decrease in Consolidated EBITDA projected by BA in good faith as a result of (a) actions taken, prior to or during such period, for the purposes of realizing reasonably identifiable and quantifiable cost savings as a result of such actions, or (b) any additional costs incurred prior to or during such period in connection with any combination of the operations of any acquired entity with the operations of BA and its Subsidiaries; *provided* that (A) so long as such actions are taken prior to or during such period or such costs are incurred prior to or during such period it may be assumed, for purposes of projecting such pro forma increase or decrease to Consolidated EBITDA, that such cost savings will be realizable during the entirety of such period, or such additional costs will be incurred during the entirety of such period, (B) such amounts are reasonably identifiable and factually supportable in the good faith judgment of BA, (C) such amounts and the calculations thereof are set forth in reasonable detail in a certificate signed by a Responsible Officer of BA certifying the foregoing, (D) not more than 10% of Consolidated EBITDA shall be attributable to all Pro Forma Adjustments for any period after giving effect thereto, (E) such actions are taken and the cost savings associated therewith must occur or be realized within twelve months after the date of such Specified Transaction and (F) any such pro forma increase or decrease to Consolidated EBITDA shall be without duplication for cost savings or additional costs already included or added back pursuant to the definition of Consolidated EBITDA for such period.

“**Pro Forma Basis**”: with respect to the satisfaction of any ratio hereunder required by the terms of this Agreement to be made on a Pro Forma Basis, that (a) to the extent applicable, the Pro Forma Adjustment shall have been made and (b) all Specified Transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such ratio; *provided* that, the foregoing pro forma adjustments may be applied to any such ratio solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and give effect to operating expense reductions that are (i) (x) directly attributable to such transaction, (y) expected to have a continuing impact on BA or any of its Subsidiaries and (z) reasonably identifiable and factually supportable or (ii) otherwise consistent with the definition of Pro Forma Adjustment. If any Indebtedness bears a floating rate of interest

and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedge Agreement applicable to such Indebtedness if such Hedge Agreement has a remaining term in excess of 12 months).

“Pro Forma Financial Statement”: as defined in Section 5.1(a).

“Projections”: as defined in Section 7.2(b).

“Properties”: as defined in Section 5.17(a).

“Property”: any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

“Public Lender”: as defined in Section 11.2.

“Qualified Capital Stock”: any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (i) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (excluding any mandatory redemption resulting from an asset sale or change in control so long as no payments in respect thereof are due or owing, or otherwise required to be made, until all Obligations have been paid in full in cash), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case, at any time on or after the one hundred eighty-first day following the Maturity Date (or such later maturity date of any Loans extended in accordance with Section 3.3 on or prior to the date of issuance of such Capital Stock), or (ii) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (x) debt securities or (y) any Capital Stock referred to in clause (i) above, in each case, at any time on or after the one hundred eighty-first day following the Maturity Date (or such later maturity date of any Loans extended in accordance with Section 3.3 on or prior to the date of issuance of such Capital Stock).

“Qualified Counterparty”: with respect to any Specified Hedge Agreement, any counterparty thereto that, at the time such Specified Hedge Agreement was entered into, was a Lead Arranger, an Agent, a Lender or an Affiliate of any of the foregoing.

“Qualified Public Offering”: the initial underwritten public offering of common Capital Stock of Parent pursuant to an effective registration statement filed with the Securities and Exchange Commission in accordance with the Securities Act of 1933 that results in at least \$60,000,000 of net cash proceeds to Parent.

“Recovery Event”: any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member, the gross proceeds of which (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) exceeds \$500,000.

“Reference Bank”: Morgan Stanley Senior Funding, Inc. and JPMorgan Chase Bank, N.A. and such additional or other banks as may be appointed by the Administrative Agent and reasonably acceptable to BA; provided that at any time the maximum number of Reference Banks does not exceed six.

“Refinanced Loans”: as defined in Section 11.1.

“Register”: as defined in Section 11.6(b).

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Reinvestment Deferred Amount”: with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Group Member in connection therewith that are not applied to prepay the Loans pursuant to Section 4.2(c) as a result of the delivery of a Reinvestment Notice.

“Reinvestment Event”: any Asset Sale or Recovery Event in respect of which Holdings has delivered a Reinvestment Notice.

“Reinvestment Notice”: a written notice executed by a Responsible Officer stating that no Specified Event of Default has occurred and is continuing and that a Borrower (directly or indirectly through any of its Subsidiaries) intends to use all or a portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire or repair assets to be used in such Borrower’s business.

“Reinvestment Prepayment Amount”: with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair assets to be used in the Borrowers’ business; provided that such amount shall be increased by any amount committed to be expended prior to the relevant Reinvestment Prepayment Date but not actually expended within 180 days of such date.

“Reinvestment Prepayment Date”: with respect to any Reinvestment Event, the earlier of (a) the date occurring one year after such Reinvestment Event or, in respect of any amount committed to be expended prior to such date, 180 days after such date and (b) the date on which the Borrowers shall have determined not to, or shall have otherwise ceased to, acquire or repair assets to be used in the Borrowers’ business with all or any portion of the relevant Reinvestment Deferred Amount.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Reorganization”: with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“Replacement Loans”: as defined in Section 11.1.

“Reportable Event”: any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the thirty day notice period referred to in Section 4043(c) of ERISA has been waived.

“Required Lenders”: at any time, the holders of more than 50% of the sum of all Loans outstanding and all unused Commitments at such time (provided that any determination of “Required Lenders” shall be subject to the final paragraph of Section 11.1).

“Requirement of Law”: as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including, without limitation, the Governmental Authorizations and the Communications Act.

“Responsible Officer”: the chief executive officer, president, chief financial officer, general counsel or general manager of BA (unless otherwise specified), but in any event, with respect to financial matters, the chief financial officer of BA (unless otherwise specified).

“Restricted Payments”: as defined in Section 8.6.

“Retained Amount”: as defined in Section 4.2(e).

“Ripplewood Holdings”: AC Acquisition I LLC, a Delaware limited liability company, and AC Acquisition II LLC, a Delaware limited liability company.

“S&P”: Standard & Poor’s Ratings Services.

“Sale-Leaseback Transactions” as defined in Section 8.11.

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Secured Parties”: the collective reference to (a) the Administrative Agent, (b) the Collateral Agent, (c) the Lenders, (d) the Qualified Counterparties, (e) the Cash Management Banks, (f) the beneficiaries of each indemnification or reimbursement obligation undertaken by any Loan Party under any Loan Document and (g) the successors and assigns of each of the foregoing.

“Security Documents”: the collective reference to the Guarantee and Collateral Agreement, the Mortgages (if any), the Intellectual Property Security Agreements and all other security documents hereafter delivered to the Collateral Agent granting or perfecting a Lien on any property of any Person to secure the Obligations.

“Services Agreement”: the Services Agreement dated as of the Closing Date between BA and CA.

“Single Employer Plan”: any Plan that is covered by Title IV of ERISA, but that is not a Multiemployer Plan.

“Solvent”: with respect to the Borrowers and their Subsidiaries on the Closing Date on a consolidated basis means (i) the Fair Value and Present Fair Salable Value of the assets of the Borrowers and their Subsidiaries taken as a whole exceed their Stated Liabilities and Identified Contingent Liabilities; (ii) the Borrowers and their Subsidiaries taken as a whole do not have Unreasonably Small Capital; and (iii) the Borrowers and their Subsidiaries taken as a whole will be able to pay their Stated Liabilities and Identified Contingent Liabilities as they mature (all capitalized terms used in this definition other than “Borrowers”, “Subsidiaries” and “Closing Date” shall have the meaning assigned to such terms in the form of solvency certificate attached hereto as Exhibit I).

“Specified Cash Management Agreement”: any Cash Management Agreement entered into by (a) a Borrower and (b) a Cash Management Bank, as counterparty.

“Specified Event of Default”: an Event of Default arising under Section 9.1(a) or (f).

“Specified Hedge Agreement”: any Hedge Agreement entered into by (a) a Borrower and (b) a Qualified Counterparty, as counterparty.

“Specified Transaction”: with respect to any period, any Material Acquisition or Material Disposition (and, in each case, any related incurrence, repayment or assumption of Indebtedness).

“Spectrum”: the collective reference to the air-to-ground radio spectrum licensed on an exclusive basis by the FCC to Bidco pursuant to call sign WQFX728 (“Existing Spectrum”), and, once acquired, certain additional air-to-ground spectrum licensed on an exclusive basis by the FCC to Bidco pursuant to the call sign WQFX729 (“Additional Spectrum”).

“Subordinated Indebtedness”: any unsecured Indebtedness of BA, CA or Holdings, no part of the principal of which is required to be paid (whether by way of mandatory sinking fund, mandatory redemption or mandatory prepayment), prior to the Maturity Date (or such later maturity date of any Loans extended in accordance with Section 3.3 on or prior to the date of issuance or incurrence of such Indebtedness) (it being understood and agreed that any required offer to purchase such Indebtedness as a result of a change of control or asset sale shall not violate the foregoing restrictions, provided that such offer is subject to the prior payment in full in cash of the Obligations) and the payment of principal and interest of which and other obligations of any of the Borrowers in respect thereof are subordinated to the prior payment in full in cash of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent.

“Subsidiary”: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of Holdings or BA, as the context may require.

“Subsidiary Guarantor”: each Subsidiary of Holdings listed on Schedule 1.1(b), and each other Subsidiary of Holdings that is or becomes a party to the Guarantee and Collateral Agreement.

“Taxes”: any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Thorne Entities”: “Thorne Affiliates” as such term is defined in the Stockholders’ Agreement, dated as of December 31, 2009, as amended by Amendment No. 1 thereto dated as of March 8, 2011, among Parent and certain stockholders named on the signature pages thereto (the “Stockholders’ Agreement”), as in effect on the date hereof.

“Townsend Affiliates”: Medallion Aircell, LLC, a Colorado limited liability company, and PAC3, LLC, a Delaware limited liability company.

“Tranche”: as defined in Section 3.3.

“Transactions”: collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party, (b) the execution, delivery and performance by each of the parties to each Lease and Services Document, (c) the borrowing of the Loans, (d) the use of proceeds of the Loans, (e) the payment of fees and expenses related to the foregoing and (f) any other transactions related to or entered into in connection with any of the foregoing.

“Treasury Rate”: as of any date, the yield to maturity as of such date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to such date (or, if such Federal Reserve Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such date to the Make-Whole Termination Date; provided, however, that if the period from such date to the Make-Whole Termination Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

“Type”: as to any Loan, its nature as a Base Rate Loan or a LIBOR Loan.

“Unasserted Contingent Obligations”: contingent surviving indemnity and reimbursement obligations under the Loan Documents in respect of which no claim or demand has been made.

“United States”: the United States of America.

“Unrestricted Cash”: as of any date of determination, unrestricted cash that would appear in cash accounts listed on a consolidated balance sheet of a Person and its Subsidiaries on such date calculated in accordance with GAAP, only to the extent such cash is (a) free and clear of all other Liens other than non-consensual Liens permitted under Section 8.3, Liens created pursuant to the Security Documents and Liens of the relevant depository banks on the relevant accounts arising by operation of law or otherwise relating to the establishment of accounts with such banks and (b) not prohibited by any applicable law or any contract to which such Person and such Person’s Subsidiaries are party from being applied to pay Indebtedness under this Agreement or the other Loan Documents.

“Voidable Transfer”: as defined in Section 11.21(c).

“Wholly Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

“Wholly Owned Subsidiary Guarantor”: any Subsidiary Guarantor that is a Wholly Owned Subsidiary of a Borrower.

1.2 **Other Definitional Provisions.** (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (iii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iv) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (v) the word “will” shall be construed to have the same meaning and effect as the word “shall”, (vi) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time (subject to any applicable restrictions hereunder), (vii) any reference to any law, code, statute, treaty, rule, guideline, regulation or ordinance of a Governmental Authority shall, unless otherwise specified, refer to such law, code, statute, treaty, rule, guideline, regulation or ordinance as amended, supplemented or otherwise modified from time to time and (viii) any reference to any Internal Revenue Service form shall be construed to include any successor form.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(e) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP; provided that, if either Holdings notifies the Administrative Agent that Holdings requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies Holdings that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Loan Party or any Subsidiary of any Loan Party at "fair value". Notwithstanding any other provision contained herein, obligations relating to a lease that were accounted for by a Person as an operating lease as of the Closing Date and any similar lease entered into after the Closing Date by such Person shall be accounted for as obligations relating to an operating lease and not as a Capital Lease Obligation.

(f) Neither this Agreement nor any other agreement, document or instrument referred to herein or executed and delivered in connection herewith shall be construed against any Person as the principal draftsman hereof or thereof.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 Commitments. Subject to the terms and conditions hereof, each Lender severally agrees to make a term loan (a "Loan") to BA on the Closing Date in an amount not to exceed the amount of the Commitment of such Lender. The Loans may from time to time be LIBOR Loans or Base Rate Loans, as determined by BA and notified to the Administrative Agent in accordance with Sections 2.2 and 4.3. Each borrowing under the Commitments shall be in an amount equal to (x) in the case of Base Rate Loans, \$1,000,000 or integral multiples of \$100,000 in excess thereof and (y) in the case of LIBOR Loans, \$1,000,000 or integral multiples of \$100,000 in excess thereof. The Commitments shall automatically terminate at 5:00 P.M., New York City time, on the Closing Date.

2.2 Procedure for Borrowing. BA shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 11:00 A.M., New York City time, three Business Days prior to the anticipated Closing Date, in the case of LIBOR Loans to be made on the Closing Date, and no later than 11:00 A.M., New York City time, one Business Day prior to the anticipated Closing Date, in the case of Base Rate Loans to be made on the Closing Date) requesting that the Lenders make the Loans on the Closing Date and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent

shall promptly notify each Lender thereof. Not later than 12:00 Noon, New York City time, on the Closing Date each Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Loans to be made by such Lender. The Administrative Agent shall promptly make available to BA the aggregate of the amounts made available to the Administrative Agent by the Lenders in immediately available funds. Until the Administrative Agent shall have notified BA that the primary syndication of the Facility has been completed (and in any event no later than 90 days after the Closing Date), any Loans made on the Closing Date that are LIBOR Loans shall initially have an Interest Period of one month and any Loans that are converted into or continued as LIBOR Loans shall have an Interest Period of one month.

2.3 **Repayment of Loans.** The Borrowers shall repay to the Administrative Agent for the ratable account of the Lenders the aggregate outstanding principal amount of the Loans (other than Extended Loans) on the following dates in the amounts indicated (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 4.1 and Section 4.2):

<u>Payment Date</u>	<u>Principal Amount</u>
September 30, 2012	\$ 843,750
December 31, 2012	\$ 843,750
March 31, 2013	\$ 843,750
June 30, 2013	\$ 843,750
September 30, 2013	\$ 843,750
December 31, 2013	\$ 843,750
March 31, 2014	\$ 843,750
June 30, 2014	\$ 843,750
September 30, 2014	\$ 843,750
December 31, 2014	\$ 843,750
March 31, 2015	\$ 843,750
June 30, 2015	\$ 843,750
September 30, 2015	\$ 843,750
December 31, 2015	\$ 843,750
March 31, 2016	\$ 843,750
June 30, 2016	\$ 843,750
September 30, 2016	\$ 843,750
December 31, 2016	\$ 843,750
March 31, 2017	\$ 843,750
Maturity Date	Remaining unpaid principal amount of the Loans.

The remaining unpaid principal amount of the Loans shall be due and payable in full, if not earlier in accordance with this Agreement, on the Maturity Date.

3.1 Fees.

(a) Closing Fees. The Borrowers agree to pay closing fees to each Lender that is party to this Agreement as a Lender on the Closing Date, as a yield enhancement fee for the funding of such Lender's Loans, in an amount equal to 4.00% of the stated principal amount of such Lender's Loans, payable to such Lender on the Closing Date out of the proceeds of such Lender's Loans as and when funded on the Closing Date. Such closing yield enhancement fee will be in all respects fully earned, due and payable on the Closing Date and shall not be refundable under any circumstances.

(b) The Borrowers agree to pay to the Administrative Agent, for its own account, the administrative fees payable in the amounts and at the times separately agreed upon among Parent, BA and the Administrative Agent or any Affiliate thereof. All such fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent. Once paid, none of such fees shall be refundable under any circumstances.

3.2 Defaulting Lenders. If the Borrowers and the Administrative Agent agree in writing in their discretion that a Lender that is a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto; provided, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to a Lender that is not a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

3.3 Extensions of Maturity.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time (provided such offers are made not less than 180 days prior to the Maturity Date), by BA to all Lenders of Loans with a like maturity date on a pro rata basis (based on the aggregate outstanding principal amount of the respective Loans with the same maturity date) and on the same terms to each such Lender, BA may from time to time with the consent of any Lender that shall have accepted such offer (each such Lender, an "Extending Lender") extend the maturity date of any Loans of such Lender only and otherwise modify the terms of such Loans of such Lender only, pursuant to the terms of the relevant Extension Offer (including, without limitation, by increasing the interest rate or fees payable in respect of such Loans and/or modifying the amortization schedule in respect of such Loans) (each, an "Extension", and each group of Loans as so extended, as well as the original Loans not so extended, being a "Tranche"; it being understood that any Extended Loans shall constitute a separate Tranche of Loans from the Tranche of Loans from which they were converted), so long as the following terms are satisfied: (i) no Specified Event of Default shall exist at the time the notice in respect of an Extension Offer is delivered to the Lenders, and no Specified Event of Default shall exist immediately prior to or after giving effect to the effectiveness of any Extended Loans, (ii) except as to interest rates, fees, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to the immediately succeeding clauses (iii), (iv) and (v), be determined by BA and set forth in the relevant Extension Offer), the Loans of any Extended Lender extended pursuant to any Extension ("Extended Loans") shall have the same terms as the Tranche of Loans subject to such Extension Offer (except for covenants or other provisions contained therein applicable only to periods after the then latest maturity date of such non-extended Loans), (iii) the final

maturity date of any Extended Loans shall be no earlier than the then latest maturity date of any Loan under this Agreement at the time of extension and the amortization schedule applicable to Loans pursuant to Section 2.3 for periods prior to the Maturity Date may not be increased with respect to such Extended Loans, (iv) the weighted average life to maturity of any Extended Loans shall be no shorter than the remaining weighted average life to maturity of the Loans extended thereby, (v) any Extended Loans may participate on a pro rata basis or on a less than pro rata basis (but not on a greater than pro rata basis) in any voluntary or mandatory prepayments hereunder, as specified in the applicable Extension Offer, (vi) if the aggregate principal amount of Loans in respect of which Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Loans offered to be extended by BA pursuant to such Extension Offer, then the Loans of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts with respect to which such Lenders have accepted such Extension Offer, (vii) all documentation in respect of such Extension shall be consistent with the foregoing, (viii) to the extent reasonably necessary to maintain the continuing priority of the Lien of the Mortgages as security for the Obligations, as determined by the Administrative Agent in its reasonable discretion: (1) the applicable Loan Party to any Mortgages shall have entered into, and delivered to the Collateral Agent, at the direction and in the sole discretion of the Administrative Agent a mortgage modification or new Mortgage in proper form for recording in the relevant jurisdiction and in a form reasonably satisfactory to the Administrative Agent, and (2) the Borrowers shall have caused to be delivered to the Collateral Agent for the benefit of the Secured Parties an endorsement to the title insurance policy, date down(s) or other evidence reasonably satisfactory to the Administrative Agent insuring that the priority of the Lien of the Mortgages as security for the Obligations has not changed and confirming and/or insuring that since the issuance of the title insurance policy there has been no change in the condition of title and there are no intervening liens or encumbrances which may then or thereafter take priority over the Lien of the Mortgages, (ix) any Extension Offer is required to be in a minimum amount of at least \$25,000,000 and (x) in connection with such Extension, the Administrative Agent shall have received legal opinions, board resolutions, secretary's certificates and other customary closing documents reasonably requested by the Administrative Agent. Notwithstanding anything to the contrary herein, no Lender shall be obligated to consent to any Extension Offer.

(b) Extensions consummated by BA pursuant to this Section 3.3 shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 4.1 or Section 4.2.

(c) The Lenders hereby irrevocably authorize the Administrative Agent and the Collateral Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary in order to establish new Tranches or sub-Tranches in respect of Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection with the establishment of such new Tranches or sub-Tranches, in each case on terms consistent with this Section 3.3.

(d) In connection with any Extension, BA shall provide the Administrative Agent at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably, to accomplish the purposes of this Section 3.3.

(e) This Section 3.3 shall supersede any provisions in Section 4.8 (b) or 11.1 to the contrary.

(f) If, in connection with any proposed Extension, any Lender declines to consent to the applicable extension on the terms and by the deadline set forth in the applicable Extension Offer (each such Lender, a “Non-Extending Lender”) then BA may, on notice to the Administrative Agent and the Non-Extending Lender, replace such Non-Extending Lender by causing such Lender to (and such Lender shall be obligated to) assign pursuant to Section 11.6 (with the assignment fee and any other costs and expenses to be paid by BA in such instance) all of its rights and obligations under this Agreement to one or more assignees; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrowers to find a replacement Lender; provided, further, that the applicable assignee shall have agreed to provide Extended Loans on the terms set forth in such Extension; and provided, further, that all obligations of the Borrowers owing to the Non-Extending Lender relating to the Loans so assigned shall be paid in full by the assignee Lender to such Non-Extending Lender concurrently with such Assignment and Assumption, except that in the event a Non-Extending Lender is replaced at any time prior to the third anniversary of the Closing Date, the Borrowers shall pay to such Non-Extending Lender an amount equal to the Applicable Premium. Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender, as assignor, any Assignment and Assumption necessary to effectuate any assignment of such Lender’s interests hereunder in the circumstances contemplated by this Section 3.3(f).

(g) Following any Extension, with the written consent of BA, any Non-Extending Lender may elect to have all or a portion of its Loans not so extended deemed to be an Extended Loan under the applicable Tranche on any date (each date a “Designation Date”) prior to the maturity date of such Tranche; provided that (i) such Lender shall have provided written notice to Holdings and the Administrative Agent at least 10 Business Days prior to such Designation Date (or such shorter period as the Administrative Agent may agree in its reasonable discretion) and (ii) no more than three Designation Dates may occur in any one year period without the written consent of the Administrative Agent. Following a Designation Date, the Loans held by such Lender so elected to be extended will be deemed to be Extended Loans of the applicable Tranche, and any Existing Loans held by such Lender not elected to be extended, if any, shall continue to be Loans of the applicable Tranche.

SECTION 4. GENERAL PROVISIONS APPLICABLE TO LOANS

4.1 Optional Prepayments. Any Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty (subject to the final sentence of this Section 4.1), upon irrevocable (provided that any such notice delivered by such Borrower may state that such notice is conditioned upon the effectiveness of any one or more events, in which case such notice may be revoked by such Borrower (by notice to the Administrative Agent

on or prior to the specified effective date) if such condition is not satisfied) notice delivered to the Administrative Agent no later than 11:00 A.M., New York City time, three Business Days prior thereto, in the case of LIBOR Loans, and no later than 11:00 A.M., New York City time, one Business Day prior thereto, in the case of Base Rate Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of LIBOR Loans or Base Rate Loans; provided, that if a LIBOR Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrowers shall also pay any amounts owing pursuant to Section 4.11. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. The amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of Loans pursuant to this Section 4.1 shall be in an aggregate principal amount of \$1,000,000 or integral multiples of \$100,000 in excess thereof. Subject to Section 4.8(b), the amount of each principal prepayment of the Loans pursuant to this Section 4.1 shall be applied to reduce the then remaining installments of the Loans as directed by the Borrowers. In the event that any Loans are prepaid pursuant to this Section 4.1 at any time prior to the third anniversary of the Closing Date, the Borrowers shall pay to the Administrative Agent, for the account of the Lenders, in addition to the amounts otherwise described in this Section 4.1, an amount equal to the Applicable Premium.

4.2 Mandatory Prepayments. (a) If, for any fiscal year of BA commencing with the fiscal year ending December 31, 2013, there shall be Excess Cash Flow for such fiscal year, the Borrowers shall, on the relevant Excess Cash Flow Application Date, apply an amount equal to (i) the ECF Percentage of such Excess Cash Flow minus (ii) the aggregate amount of all optional prepayments of the Loans during such fiscal year, toward the prepayment of the Loans as set forth in Section 4.2(d). Each such prepayment shall be made on a date (an "Excess Cash Flow Application Date") no later than five days after the earlier of (i) the date on which the financial statements referred to in Section 7.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Administrative Agent and (ii) the date such financial statements are actually delivered to the Administrative Agent.

(b) If any Indebtedness (other than Excluded Indebtedness) shall be issued or incurred by any of the Borrowers or any of their respective Subsidiaries, the Borrowers shall apply, on the date of such issuance or incurrence, an amount equal to 100% of the Net Cash Proceeds thereof toward the prepayment of the Loans as set forth in Section 4.2(d).

(c) If any of the Borrowers or any of their respective Subsidiaries shall receive Net Cash Proceeds (or Net Cash Proceeds shall be received on behalf of any of the Borrowers or any of their respective Subsidiaries) (including cash proceeds subsequently received (as and when received) in respect of noncash consideration initially received) from any Asset Sale or Recovery Event then, unless a Reinvestment Notice shall be delivered within 10 days in respect thereof, the Borrowers shall apply on such date an amount equal to such Net Cash Proceeds toward the prepayment of the Loans as set forth in Section 4.2(d); provided, that, notwithstanding the foregoing, on each Reinvestment Prepayment Date, the Borrowers shall apply an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event toward the prepayment of the Loans as set forth in Section 4.2(d).

(d) Subject to Section 4.8(b), amounts to be applied in connection with prepayments made pursuant to this Section 4.2 shall be applied to reduce the remaining scheduled installments (including the final scheduled installment on the Maturity Date (or such later maturity date of any Loans extended in accordance with Section 3.3)) of principal due in respect of the Loans on a pro rata basis. The application of any prepayment pursuant to Section 4.2 shall be made, first, to Base Rate Loans and, second, to LIBOR Loans. Each prepayment of the Loans pursuant to Section 4.2 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid. If a LIBOR Loan is prepaid pursuant to Section 4.2 on any day other than the last day of the Interest Period applicable thereto, the Borrowers shall also pay any amounts owing pursuant to Section 4.11.

(e) Notwithstanding anything herein to the contrary, any Lender may elect, by notice to the Administrative Agent at or prior to the time and in the manner specified by the Administrative Agent, prior to any prepayment of Loans required to be made by the Borrowers pursuant to this Section 4.2, to decline all of any prepayment of its Loans pursuant to clauses (a), (b) or (c) of this Section 4.2, in which case the aggregate amount of the prepayment that would have been applied to prepay such Loans but was so declined shall be re-offered to those Lenders who have initially accepted such prepayment (such re-offer to be made to each such Lender based on the percentage which such Lender's Loans represents of the aggregate Loans of all such Lenders who have initially accepted such prepayment). In the event of such a re-offer, the relevant Lenders may elect, by notice to the Administrative Agent at or prior to the time and in the manner specified by the Administrative Agent, to decline all of the amount of such prepayment that is re-offered to them, in which case the aggregate amount of the prepayment that would have been applied to prepay such Loans pursuant to such re-offer but was so declined (any such amount, a "Retained Amount") shall be retained by the Borrowers to be used for any other purpose permitted pursuant to the Available Basket Amount.

4.3 Conversion and Continuation Options. (a) BA may elect from time to time to convert LIBOR Loans to Base Rate Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 11:00 A.M., New York City time, on the Business Day preceding the proposed conversion date; provided that any such conversion of LIBOR Loans may only be made on the last day of an Interest Period with respect thereto. BA may elect from time to time to convert Base Rate Loans to LIBOR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 11:00 A.M., New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided that no Base Rate Loan may be converted into a LIBOR Loan when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

(b) Any LIBOR Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by BA giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided that no LIBOR Loan may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or

their sole discretion not to permit such continuations; and provided, further, that if BA shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to Base Rate Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

(c) The conversions and continuations of Loans pursuant to this Section 4.3 shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of (i) a borrowing of Base Rate Loans shall be in an amount equal to \$1,000,000 or integral multiples of \$100,000 in excess thereof (or equal to the remaining principal balance of the Loans) and (ii) the LIBOR Loans comprising each LIBOR Tranche shall be in an amount equal to \$1,000,000 or integral multiples of \$100,000 in excess thereof.

4.4 Limitations on LIBOR Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of LIBOR Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that no more than ten LIBOR Tranches shall be outstanding at any one time.

4.5 Interest Rates and Payment Dates. (a) Each LIBOR Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the LIBO Rate determined for such day plus the Applicable Margin.

(b) Each Base Rate Loan shall bear interest at a rate per annum equal to the Base Rate plus the Applicable Margin.

(c) If an Event of Default shall have occurred and be continuing, all outstanding Loans and other amounts payable hereunder (whether or not overdue) shall bear interest at a rate per annum equal to (i) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2%, and (ii) in the case of any such other amounts, the rate then applicable to Base Rate Loans plus 2%, in each case from the date such Event of Default occurred until such Event of Default is no longer continuing.

(d) Interest shall be payable in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand.

4.6 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to Base Rate Loans the rate of interest on which is calculated on the basis of clause (a) of the definition of Base Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify BA and the Lenders of each determination of a LIBO Rate. Any change in the interest rate on a Loan resulting from a change in the Base Rate or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify BA and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrowers and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of BA, deliver to BA a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 4.6(a).

4.7 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrowers) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the LIBO Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Required Lenders that the LIBO Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders in good faith) of making or maintaining their affected Loans during such Interest Period, the Administrative Agent shall give telecopy or telephonic notice thereof to BA and the Lenders as soon as practicable thereafter. If such notice is given (x) any LIBOR Loans requested to be made on the first day of such Interest Period shall be made as Base Rate Loans, (y) any Loans that were to have been converted on the first day of such Interest Period to LIBOR Loans shall be continued as Base Rate Loans and (z) any outstanding LIBOR Loans shall be converted, on the last day of the then-current Interest Period, to Base Rate Loans. Until such notice has been withdrawn by the Administrative Agent, no further LIBOR Loans shall be made or continued as such, nor shall any Borrower have the right to convert Loans to LIBOR Loans.

4.8 Pro Rata Treatment; Application of Payments; Payments. (a) Each borrowing by any Borrower from the Lenders hereunder and any reduction of the Commitments of the Lenders shall be made on a pro rata basis.

(b) Each payment (including each prepayment) by the Borrowers (other than payments made under Section 4.9 or 4.10) on account of principal of, and interest and fees on, a Tranche of Loans shall be made pro rata according to the respective outstanding principal amounts of the Loans of such Tranche then held by the Lenders. Optional prepayments and mandatory prepayments shall be applied ratably among Tranches of Loans. Amounts repaid or prepaid on account of the Loans may not be reborrowed.

(c) All payments (including prepayments) to be made by the Borrowers hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the LIBOR Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a LIBOR Loan becomes due and payable on a day other than a Business Day,

the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(d) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may (but shall not be required to), in reliance upon such assumption, make available to the Borrowers a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the applicable date of borrowing, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such date of borrowing, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to Base Rate Loans, on demand, from the Borrowers.

(e) Unless the Administrative Agent shall have been notified in writing by BA prior to the date of any payment due to be made by the Borrowers hereunder that the Borrowers will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrowers are making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the applicable Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrowers within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrowers.

4.9 Requirements of Law. (a) Notwithstanding any other provision of this Agreement, if any Change in Law:

(i) shall subject any Lender to any Tax of any kind whatsoever with respect to this Agreement or any LIBOR Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Non-Excluded Taxes and Other Taxes to the extent covered by Section 4.10 or United States withholding Taxes and changes in the rate of tax on the overall net income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the LIBO Rate hereunder; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender in good faith deems to be material, of making, converting into, continuing or maintaining LIBOR Loans, or to reduce any amount receivable hereunder, then, in any such case, the Borrowers shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrowers (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that any Change in Law regarding capital adequacy shall have the effect of reducing the rate of return on such Lender's capital or on the capital of any Person controlling such Lender as a consequence of its obligations hereunder to a level below that which such Lender or such Person could have achieved but for such Change in Law (taking into consideration such Lender's or such Person's policies with respect to capital adequacy) by an amount deemed by such Lender in good faith to be material, then from time to time, after submission by such Lender to the Borrowers (with a copy to the Administrative Agent) of a written request therefor accompanied by a certificate showing calculation thereof in reasonable detail, the Borrowers shall pay to such Lender such additional amount or amounts as will compensate such Lender or such Person for such reduction.

(c) A certificate as to any additional amounts payable (with reasonably detailed backup calculations) pursuant to this Section submitted by any Lender to the Borrowers (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrowers shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than six months prior to the date that such Lender notifies the Borrowers of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect. The obligations of the Borrowers pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. The protection of this Section 4.9 shall be available to each Lender regardless of any possible contention of the invalidity or inapplicability of the Change in Law that shall have occurred or been imposed.

4.10 Taxes. (a) Except as required by any Requirement of Law, all payments made by or on behalf of any Borrower or any other Loan Party under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, excluding (i) net income taxes, franchise or similar taxes (imposed in lieu of net income taxes), branch profits taxes and Taxes on doing business or Taxes measured by or

imposed on overall capital or net worth, in each case, imposed on any Agent or any Lender as a result of such Agent or Lender being organized under the laws of, or having a principal office, or, in the case of a Lender, its applicable lending office, located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or that are imposed as a result of a present or former connection between such Agent or such Lender and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), and (ii) any United States federal withholding Taxes imposed under FATCA. If the Borrowers or any other Loan Party shall be required by any Requirement of Law to deduct any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") or Other Taxes from any amounts payable to any Agent or any Lender hereunder, then (x) the amounts so payable to such Agent or such Lender shall be increased so that after making all such required deductions (including deductions attributable to additional amounts payable under this Section), such Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (y) the Borrowers or such other Loan Party, as the case may be, shall make such deductions and (z) the Borrowers or such other Loan Party, as the case may be, shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with such Requirement of Law; provided, however, that the Borrowers and such other Loan Party shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (A) that are attributable to such Lender's failure to comply with the requirements of paragraph (d) or (e) of this Section or (B) that are United States withholding Taxes imposed on amounts payable to such Lender under the law in effect at the time such Lender becomes a party to this Agreement (or, if such Lender is an intermediary, partnership or other flow-through entity for U.S. tax purposes, the date on which the relevant beneficiary, partner or member of such Lender becomes a beneficiary, partner or member thereof, if later) or designates a new lending office (or, in the case of a Participant, on the date such Participant becomes a Participant hereunder, or, if such Participant is an intermediary, partnership or other flow-through entity for U.S. tax purposes, the date on which the relevant beneficiary, partner or member of such Participant becomes a beneficiary, partner or member thereof, if later), except to the extent that such Lender or its assignor (if any) was entitled, at the time of such designation or assignment, to receive additional amounts from the Borrowers with respect to such Non-Excluded Taxes pursuant to this paragraph.

(b) In addition, the Borrowers and each other Loan Party, as the case may be, shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are paid by the Borrowers or any other Loan Party to a Governmental Authority pursuant to this Section 4.10, as promptly as practicable thereafter the relevant Loan Party shall send to the Administrative Agent for its own account or for the account of the relevant Agent or Lender, as the case may be, a certified copy of an original official receipt received by such Loan Party from such Governmental Authority showing payment thereof. If the applicable Loan Party fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Loan Party shall indemnify the Agents and the Lenders for any incremental Taxes, interest or penalties that may become payable by any Agent or any Lender as a result of any such failure.

(d) Each Lender that is not a “U.S. Person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) shall deliver to Holdings and the Administrative Agent two complete copies of either Internal Revenue Service Form W-8BEN, Form W-8ECI, Form W-8EXP, or Form W-8IMY (with any required attachments) or, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of “portfolio interest”, a statement substantially in the form of Exhibit D and a Form W-8BEN, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on all payments by the Borrowers under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Each Non-U.S. Lender shall promptly notify Holdings at any time it determines that it is no longer in a position to provide any previously delivered certificate to Holdings (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver. Each Lender that is not a Non-U.S. Lender shall deliver to Holdings and the Administrative Agent two complete copies of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax, and, to the extent it may lawfully do so at such times, provide a new Form W-9 (or successor form) upon the expiration or obsolescence of any previously delivered form. The Administrative Agent shall deliver to the Borrowers on or prior to the date on which it becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers), executed originals of Internal Revenue Service Form W-9 certifying that the Administrative Agent is exempt from U.S. federal backup withholding tax.

(e) If a payment made to the Administrative Agent or a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if the Administrative Agent or such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), the Administrative Agent or such Lender shall deliver to Holdings and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by Holdings or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Holdings or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 4.10(e), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(f) If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by any Borrower or with respect to which any Borrower has paid additional amounts pursuant to this Section 4.10 or Section 4.9, it shall pay over such refund to such Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section 4.10 or Section 4.9 with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of such Agent or such Lender in connection with obtaining such refund and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Borrower, upon the request of such Agent or such Lender, agrees to repay the amount paid over to such Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority; provided, further, that in no event will the Administrative Agent or the Lender be required to pay any amount to the extent such payment would cause the Administrative Agent or the Lender to be in a less favorable net after-Tax position than the Administrative Agent or the Lender would have been in the absence of the indemnity payments or additional amounts giving rise to such refund. This paragraph shall not be construed to require any Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to any Borrower or any other Person.

(g) For purposes of this Section 4.10, if a Lender is treated as a domestic partnership for U.S. federal income tax purposes, any withholding or payment of U.S. withholding Tax by such Lender in respect of any such Lender's partners with respect to any payments made by or on behalf of any Borrower or any other Loan Party under this Agreement shall be considered a withholding or payment of such Tax by such Borrower or such other Loan Party, as the case may be.

(h) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder or under any other Loan Document.

4.11 Indemnity. The Borrowers agree to indemnify each Lender and to hold each Lender harmless from any direct, actual out-of-pocket loss, cost or expense that such Lender may sustain or incur as a consequence of (a) default by any Borrower in making a borrowing of, conversion into or continuation of LIBOR Loans after any Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by any Borrower in making any prepayment of or conversion from LIBOR Loans after any Borrower has given a notice thereof in accordance with the provisions of this Agreement, (c) the making of a prepayment of or conversion from LIBOR Loans on a day that is not the last day of an Interest Period with respect thereto or (d) any other default by any Borrower in the repayment of LIBOR Loans when and as required pursuant to the terms of this Agreement. A certificate (including reasonably detailed backup calculations) as to any amounts payable pursuant to this Section submitted to any Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder or under any other Loan Document.

4.12 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 4.9 or 4.10(a) with respect to such Lender, it will, if requested by Holdings, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender in good faith, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage; and provided, further, that nothing in this Section shall affect or postpone any of the obligations of any Borrower or the rights of any Lender pursuant to Section 4.9 or 4.10(a).

4.13 Replacement of Lenders. The Borrowers shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 4.9 or 4.10(a) (such Lender, an "Affected Lender") or (b) is a Non-Consenting Lender, with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) in the case of an Affected Lender, prior to any such replacement, such Lender shall have taken no action under Section 4.12 so as to eliminate the continued need for payment of amounts owing pursuant to Section 4.9 or 4.10(a), (iv) the replacement financial institution shall purchase, at par, all Loans and other amounts (excluding the amounts described in clause (xi) below but including accrued but unpaid interest to the date of purchase) owing to such replaced Lender on or prior to the date of replacement, (v) the Borrowers shall be liable to such replaced Lender under Section 4.11 if any LIBOR Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (vi) the replacement financial institution, if not already a Lender or an Approved Fund or Affiliate of a Lender, shall be reasonably satisfactory to the Administrative Agent, (vii) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 11.6 (provided that the Borrowers shall be obligated to pay the registration and processing fee referred to therein), (viii) until such time as such replacement shall be consummated, the Borrowers shall pay all additional amounts (if any) required pursuant to Section 4.9 or 4.10(a), as the case may be, (ix) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender, (x) in the case of a Non-Consenting Lender, the replacement financial institution shall consent at the time of such assignment to each matter in respect of which the replaced Lender was a Non-Consenting Lender and (xi) in the event that a Non-Consenting Lender is replaced at any time prior to the third anniversary of the Closing Date, the Borrowers shall pay to such Non-Consenting Lender an amount equal to the Applicable Premium. Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender, as assignor, any Assignment and Assumption necessary to effectuate any assignment of such Lender's interests hereunder in the circumstances contemplated by this Section 4.13.

4.14 Evidence of Debt. (a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrowers to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain the Register pursuant to Section 11.6(b), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, the Type of such Loan and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent hereunder from the Borrowers and each Lender's share thereof.

(c) The failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrowers to repay (with applicable interest) the Loans made by such Lender in accordance with the terms of this Agreement.

(d) Each of the Borrowers agrees that, upon the request to the Administrative Agent by any Lender, such Borrower will execute and deliver to such Lender a promissory note of such Borrower evidencing any Loans of such Lender, substantially in the form of Exhibit E with appropriate insertions as to date and principal amount.

4.15 Illegality. (a) Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful for any Lender to make or maintain any LIBOR Loan or to give effect to its obligations as contemplated hereby with respect to any LIBOR Loan, then, by written notice to the Borrowers and to the Administrative Agent, (i) such Lender may declare that LIBOR Loans will not thereafter (for the duration of such unlawfulness) be made by such Lender hereunder (or be continued for additional Interest Periods) and Base Rate Loans will not thereafter (for such duration) be converted into LIBOR Loans, whereupon any request for LIBOR Loans (or to convert Base Rate Loans into LIBOR Loans or to continue LIBOR Loans for an additional Interest Period) shall, as to such Lender only, be deemed a request for Base Rate Loans (or a request to continue Base Rate Loans as such or to convert LIBOR Loans into Base Rate Loans, as the case may be), unless such declaration shall be subsequently withdrawn; and (ii) such Lender may require that all outstanding LIBOR Loans made by it be converted to Base Rate Loans, in which event all such LIBOR Loans shall be automatically converted to Base Rate Loans as of the effective date of such notice as provided in paragraph (b) below.

In the event any Lender shall exercise its rights under clause (i) or (ii) above, all payments and prepayments of principal that would otherwise have been applied to repay the LIBOR Loans that would have been made by such Lender or the converted LIBOR Loans of such Lender shall instead be applied to repay the Base Rate Loans made by such Lender in lieu of, or resulting from the conversion of, such LIBOR Loans.

(b) For purposes of this Section 4.15, a notice to the Borrowers by any Lender shall be effective as to each LIBOR Loan made by such Lender, if lawful, on the last day of the Interest Period then applicable to such LIBOR Loan; in all other cases such notice shall be effective on the date of receipt by the Borrowers.

SECTION 5.
REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Loans, the Borrowers hereby jointly and severally represent and warrant to each Agent and each Lender that:

5.1 Financial Condition. (a) The unaudited pro forma consolidated balance sheet of BA and its Subsidiaries as of March 31, 2012 (the “Pro Forma Financial Statement”) has been prepared giving effect (as if such events had occurred on such date) to (i) the Loans to be made under this Agreement on the Closing Date and the use of proceeds thereof and (ii) the payment of fees and expenses in connection with the foregoing. The Pro Forma Financial Statement has been prepared in good faith based on the assumptions set forth therein, which BA believed to be reasonable assumptions at the time such Pro Forma Financial Statement was prepared and at the Closing Date (it being understood that such assumptions may or may not prove to be correct), and presents fairly, in all material respects, on a pro forma basis the estimated financial position of BA and its Subsidiaries as at and for the date set forth above, assuming that the events specified in the preceding sentence had actually occurred at such date, subject to year-end closing adjustments.

(b) The audited consolidated balance sheets of Parent and its Subsidiaries as of December 31, 2010 and December 31, 2011, and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates, reported on by and accompanied by an unqualified report from Deloitte LLP, present fairly, in all material respects, the consolidated financial condition of Parent and its Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the respective fiscal years then ended. The unaudited combined balance sheet of BA and its Subsidiaries as of December 31, 2010 and December 31, 2011, and the related unaudited combined statements of income and of cash flows for the fiscal years ended on such dates present fairly, in all material respects, the financial condition of BA and its combined Subsidiaries as at such date, and the results of their operations and their cash flows for the respective fiscal years then ended. The unaudited consolidated balance sheet of Parent and its Subsidiaries for each fiscal quarter ended after the last balance sheet delivered pursuant to the first sentence of this Section 5.1(b) and at least 45 days prior the Closing Date and the related unaudited consolidated statements of income and cash flows for the period ended on such date present fairly, in all material respects, the consolidated financial condition of Parent and its Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the period then ended (subject to normal year-end audit adjustments). The unaudited combined balance sheet of BA and its Subsidiaries for each fiscal quarter ended after the last balance sheet delivered pursuant to the second sentence of this Section 5.1(b) and at least 45 days prior to the Closing Date and the related unaudited combined statements of income and cash flows for the period ended on such date present fairly, in all material respects, the financial condition of BA and its combined Subsidiaries as at such date, and the results of their operations and their consolidated cash flows for the period then ended (subject to normal year-end audit adjustments). All such financial statements referred to in the prior sentences, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein). No Group Member

has any material Guarantee Obligations, contingent liabilities or liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the financial statements (including footnote disclosures thereto) referred to in this paragraph. During the period from December 31, 2011 to and including the date hereof there has been no Disposition by any Group Member of any material part of its business or property.

5.2 No Change. Since December 31, 2011, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

5.3 Corporate Existence; Compliance with Law. Each Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, except to the extent that the failure to have such power, authority or legal right could not be reasonably expected to have a Material Adverse Effect, (c) is duly qualified as a foreign entity and, to the extent applicable under the laws of such jurisdiction, in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, other than in any such jurisdiction where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect and (d) is in compliance with the terms of its Organizational Documents, and all Requirements of Law and all Governmental Authorizations except to the extent that the failure to comply with all Governmental Authorizations and Requirements of Law could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.4 Power; Authorization; Enforceable Obligations. Each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents and the Lease and Services Documents to which it is a party and, in the case of the Borrowers, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational and other action to authorize the execution, delivery and performance of the Loan Documents and the Lease and Services Documents to which it is a party and, in the case of the Borrowers, to authorize the extensions of credit on the terms and conditions of this Agreement. Except with respect to Foreign Intellectual Property, no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required to be obtained or made by or on behalf of any Loan Party in connection with the Transactions or with the execution, delivery, performance, validity or enforceability of this Agreement, any of the Loan Documents or any Lease and Services Document, except (i) consents, authorizations, filings and notices described in Schedule 5.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect and (ii) the filings referred to in Section 5.19. Each Loan Document and Lease and Services Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document and each Lease and Services Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.5 No Legal Bar. The execution, delivery and performance of this Agreement, the other Loan Documents and the Lease and Services Documents, the borrowings hereunder and the use of the proceeds thereof will not (i) violate (A) the Organizational Documents of any Group Member, (B) any Requirement of Law or any Governmental Authorization of or applicable to any Group Member in any respect that could reasonably be expected to have a Material Adverse Effect or (C) any material Contractual Obligation of any Group Member and (ii) result in, or require, the creation or imposition of any Lien (other than the Liens created by the Security Documents and other than Liens under Section 8.3 to the extent such Liens do not have priority over the Liens created by the Security Documents) on any of their respective properties or revenues pursuant to its Organizational Documents, any Requirement of Law, any Governmental Authorization or any such material Contractual Obligation. No Requirement of Law or Contractual Obligation applicable to any Group Member could reasonably be expected to have a Material Adverse Effect.

5.6 Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of any Borrower, threatened by or against any Group Member or against any of their respective properties or revenues (a) with respect to the Transactions, any of the Loan Documents, any of the Lease and Services Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

5.7 No Default. No Group Member is in default under or with respect to any of its Contractual Obligations in any respect that could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

5.8 Ownership of Property; Liens. Each Group Member has title in fee simple to, or a valid leasehold or subleasehold interest in, all its material real property, and good title to, or a valid leasehold interest in, license of, or right to use, all its other material tangible property, and no such tangible property is subject to any Lien except as permitted by Section 8.3. Schedule 5.8 lists, as of the Closing Date, each parcel of owned real property that has a fair market value in excess of \$1,000,000 and each leasehold interest in real property held by any Group Member with annual fixed rental payments in excess of \$1,000,000. The real property of each Group Member, taken as a whole, (i) is in good operating order, condition and repair (ordinary wear and tear excepted), and (ii) constitutes all the real property which is required for the business and operations of each Group Member as presently conducted, in each case except as could not reasonably be expected to have a Material Adverse Effect.

5.9 Intellectual Property. Each Group Member owns, or has the legal right to use, all Intellectual Property necessary for the conduct of its business as currently conducted, free and clear of all Liens (other than as permitted by Section 8.3), except for such Intellectual Property for which the failure to own or have such legal right to use could not reasonably be expected to have a Material Adverse Effect. Except as could not reasonably be expected to have a Material Adverse Effect, the conduct of, and the use of Intellectual Property in, the business of the Group Members does not infringe, misappropriate, dilute, or otherwise violate the intellectual property rights of any other Person. Except as set forth on Schedule 5.9, there has been no such claim asserted in writing and not resolved or, to the knowledge of any Borrower, threatened against any Group Member. Except as could not reasonably be expected to have a Material Adverse

Effect, (x) to the knowledge of any Borrower, no Person is infringing, misappropriating, diluting, or otherwise violating any Intellectual Property of any Group Member, and (y) there has been no such claim asserted or threatened against any third party by any Group Member. Parent does not own or license any material Intellectual Property.

5.10 Taxes. Except as could not, in each case, reasonably be expected to result in a liability in excess of \$5,000,000, (a) each Group Member has filed or caused to be filed all Federal and state income and other tax returns that it knows are required to be filed and has paid all Taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other Taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member), (b) all Tax returns filed by each Group Member are accurate in all respects and (c) no Tax Lien has been filed and, to the knowledge of any Borrower, no claim is being asserted, with respect to any such Tax, fee or other charge.

5.11 Federal Regulations. No Loan Party will use any part of the proceeds of any Loans for “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the Regulations of the Board. If requested by any Lender or the Administrative Agent, the Borrowers will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U 1, as applicable, referred to in Regulation U. No Loan Party is engaged principally, or as one of its important activities, in the business of extending credit for the purposing of “buying” or “carrying” “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect.

5.12 Labor Matters. Except as could not, in each case, reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Group Member pending or, to the knowledge of any Borrower, threatened; (b) hours worked by and payment made to employees of each Group Member have not been in violation of the Fair Labor Standards Act, as amended, or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from any Group Member on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Group Member.

5.13 ERISA. (i) No Reportable Event has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan; (ii) no Plan has had a failure to satisfy the minimum funding standard of Sections 412 and 430 of the Code or Sections 302 or 303 of ERISA (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA), nor has there been a failure to timely make any required installment payments under Section 430(j) of the Code with respect to any Plan or a failure to timely make any required contribution to a Multiemployer Plan during such five-year period; (iii) each Plan has complied with the applicable provisions of ERISA and the Code except as any failure to comply could not reasonably be expected to result in material liability to any Group Member; (iv) no termination of a Single Employer Plan has occurred and no

proceedings have been instituted to terminate or appoint a trustee to administer any Single Employer Plan, during such five-year period; (v) no Lien in favor of the PBGC or a Plan has arisen, or, to the knowledge of any Borrower, is likely to arise, during such five-year period, (vi) the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits; (vii) neither any Borrower nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan and neither any Borrower nor any Commonly Controlled Entity would become subject to any liability under ERISA if such Borrower or any such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made; (viii) no such Multiemployer Plan is in Reorganization or Insolvent pursuant to Sections 4241 or 4245, respectively, of ERISA; (ix) each Plan which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter (or there is pending, or remains time to file, a submission seeking a determination letter) from the Internal Revenue Service to the effect that it meets the requirements of Sections 401(a) and 501(a) of the Code or is maintained pursuant to a prototype or volume submitter plan document which is the subject of a favorable opinion or advisory letter from the Internal Revenue Service to the sponsor of the prototype or volume submitter plan document; and (x) no action, suit, proceeding, hearing, government audit or investigation with respect to the administration, operation or the investment of assets of any Plan (other than routine claims for benefits and other immaterial matters) is pending, expected or, to the knowledge of any Borrower, threatened, that could reasonably be expected to result in a material liability to any Group Member.

5.14 Investment Company Act; Other Regulations. No Loan Party is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended. No Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the Board) that limits its ability to incur Indebtedness.

5.15 Subsidiaries. Schedule 5.15 sets forth as of the Closing Date the name and jurisdiction of formation or incorporation of each Group Member and, as to each such Group Member, states the authorized and issued capitalization of such Group Member, the beneficial and record owners thereof and the percentage of each class of Capital Stock owned by any Loan Party. There are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors’ qualifying shares) of any nature relating to any Capital Stock of any Group Member, except as created by the Loan Documents. Except as listed on Schedule 5.15, as of the Closing Date, no Group Member owns any interests in any joint venture, partnership or similar arrangements with any Person, or is a party to or has knowledge of any agreements restricting transfer of its equity interests.

5.16 Use of Proceeds. The proceeds of the Loans shall be used as described in the recitals to this Agreement.

5.17 Environmental Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties owned, leased or operated by any Group Member (the "Properties") do not contain, and, to the knowledge of any Borrower, have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could give rise to liability under, any Environmental Law;

(b) no Group Member has received or is aware of any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by any Group Member (the "Business"), nor does any Borrower have knowledge or reason to believe that any such notice will be received or is being threatened;

(c) to the knowledge of any Borrower, Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location that could give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Law;

(d) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of any Borrower, threatened, under any Environmental Law to which any Group Member is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business, in each case except as specifically disclosed on Schedule 5.17(d);

(e) to the knowledge of any Borrower, there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws, in each case except as specifically disclosed on Schedule 5.17(e);

(f) the Properties and all operations at the Properties are in compliance, and have in the last five years been in compliance, with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the Business; and

(g) no Group Member has assumed any liability of any other Person under Environmental Laws.

5.18 Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document, the Confidential Information Memorandum or any other document, certificate or statement furnished by or on behalf of any Group Member to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions

contemplated by this Agreement or the other Loan Documents, when taken as a whole, contained as of the date such statement, information, document or certificate was so furnished (or, in the case of the Confidential Information Memorandum, as of the date of this Agreement), any material misstatement of fact or omitted to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made; provided, however, that with respect to the financial projections and pro forma financial information contained in the materials referenced above, the Borrowers represent only that the same were prepared in good faith based upon good faith estimates and assumptions believed by the management of such Group Member to be reasonable at the time made and at the time the same was made available to the Administrative Agent or the Lenders or any of them and at the Closing Date (it being understood that (i) such financial projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the applicable Group Member, (ii) no assurance can be given that any such financial projections will be realized and (iii) actual results during the period or periods covered by such financial projections may differ significantly from the projected results and such differences may be material). There is no fact known to any Group Member that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein, in the other Loan Documents, in the Confidential Information Memorandum or in any other documents, certificates and statements furnished to the Administrative Agent and the Lenders for use in connection with the transactions contemplated hereby and by the other Loan Documents.

5.19 Security Documents. (a) Except with respect to any Foreign Intellectual Property, the Guarantee and Collateral Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (as defined in the Guarantee and Collateral Agreement) (except, as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally (other than the provisions of the United States Bankruptcy Code conferring hypothetical lien creditor status upon a bankruptcy trustee), general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing) and the proceeds thereof and (i) when the Pledged Equity Interests (as defined in the Guarantee and Collateral Agreement and to the extent a certificate represents such interests) are delivered to the Collateral Agent, the Lien created under the Guarantee and Collateral Agreement shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Group Member in such Pledged Equity Interests, in each case prior and superior in right to any other Person (subject to non-consensual Liens permitted under Section 8.3 imposed by any Requirement of Law), and (ii) when financing statements in appropriate form are filed in the offices specified on Schedule 5.19(a), the Lien created under the Guarantee and Collateral Agreement will constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (other than Intellectual Property), in each case prior and superior in right to any other Person, in each case, other than with respect to Liens expressly permitted by Section 8.3. In connection with Collateral consisting of deposit accounts, the applicable Loan Party has taken all actions necessary or desirable to establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over such accounts.

(b) Upon the recordation of one or more Intellectual Property Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, together with the financing statements in appropriate form filed in the offices specified on Schedule 5.19(a), the Lien created under the Guarantee and Collateral Agreement in favor of the Collateral Agent for the ratable benefit of the Secured Parties, shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in Collateral consisting of the Intellectual Property in which a security interest may be perfected by filing in the United States, in each case prior and superior in right to any other Person (other than with respect to Liens permitted by Section 8.3) (it being understood that subsequent recordings in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, may be necessary to perfect a Lien on registered United States trademarks and patents, United States trademark and patent applications or United States registered copyrights acquired or created by the Loan Parties after the date hereof).

(c) The form of Mortgage will be effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable Lien on all of the Loan Parties' right, title and interest in and to the Mortgaged Property thereunder and the proceeds thereof, and when such Mortgage is filed, with appropriate changes to comply with requirements in the applicable jurisdiction, in the applicable offices, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Loan Party in such Mortgaged Property and the proceeds thereof, in each case prior and superior in right to any other Person, other than with respect to the rights of Persons pursuant to Liens expressly permitted by Section 8.3.

5.20 Solvency. The Borrowers and their Subsidiaries, taken as a whole, are, and after giving effect to the Transactions and the incurrence of all Indebtedness and obligations being incurred in connection herewith and therewith will be, Solvent.

5.21 Anti-Terrorism Laws. As of the Closing Date, (a) the Loan Parties are in compliance with the Patriot Act, executive orders, and regulations promulgated by the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC") and (b) none of the Loan Parties is a person on the list of "Specially Designated Nationals and Blocked Persons" or subject to the limitations and prohibitions under any other OFAC regulation or executive order, in each case, except as could not reasonably be expected to have a Material Adverse Effect.

5.22 Real Property Leases. The present use by any Group Member of the real property owned or Leased by any such Group Member is in compliance in all respects with all applicable zoning ordinances and regulations and other laws and regulations, except as could not reasonably be expected to have a Material Adverse Effect. Each material Lease (a) pursuant to which any Group Member, as lessee, acquired rights in real property, or (b) pursuant to which any Group Member, as lessor, granted rights in real property, is in full force and effect, there has been no default in the performance of any of such Lease's terms or conditions by any Group Member and, to the best of any Borrower's knowledge, any other party thereto, no claims of default have been asserted with respect to such Leases and no event or omission has occurred which, with the giving of notice or the lapse of time, or both, would constitute a default by any Group Member or any other party thereto under such Lease. Except as described on Schedule 5.22, no Group Member has mortgaged, pledged, granted a security interest in or assigned any of its rights to and

under any Lease or owned property which will be outstanding after consummation of the Transactions, other than pursuant to the Security Documents. The Borrowers have delivered to the Collateral Agent (or expressly made available in a reasonable manner to the Collateral Agent and the Lenders for review on or before the date hereof) complete and correct copies of all such Leases, including any amendments, supplements or modifications with respect thereto

5.23 Governmental Authorizations and FAA Matters; Communications Law Compliance.

(a) Each Group Member (i) has duly and timely filed all material reports, registrations and other material filings, if any, which are required to be filed by it or any of its Subsidiaries under the Communications Laws or any other applicable law, rule or regulation of any Governmental Authority, including the FAA, the non-filing of which could reasonably be expected to have a Material Adverse Effect and (ii) is in compliance with the Communications Laws and all such other laws, rules, regulations and ordinances, including those promulgated by the FAA, to the extent the non-compliance with which could reasonably be expected to have a Material Adverse Effect. All information provided by or on behalf of any Group Member or any Affiliate thereof in any material filing, if any, under the Communications Laws or with the FAA relating to the business of any Group Member was, to the knowledge of such Person at the time of filing, complete and correct in all material respects when made, and the FAA has been notified of any substantial or significant changes in such information as may be required in accordance with applicable Requirements of Law.

(b) Each Group Member has (i) all Governmental Authorizations from all Governmental Authorities (including Communications Licenses) required to conduct their current business, (ii) such Governmental Authorizations are in full force and effect, and (iii) no default or breach exists thereunder except for, in each instance, such defaults or breaches as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.23(b) contains a list that includes all material Communications Licenses granted or assigned to each Group Member required to conduct their current business. No Borrower has any knowledge that any such Communications Licenses will be revoked, suspended, adversely modified, or will not be renewed in the ordinary course, except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) No Borrower has any knowledge of any notice of apparent liability, violation, forfeiture, adverse judgment, or other order or complaint issued by or before any Governmental Authority, or of any action, investigation or other proceeding pending or threatened by or before any Governmental Authority, which could reasonably be expected to have a Material Adverse Effect.

(d) Each Group Member has paid all license, regulatory or other fees and charges which they have calculated in good faith as due to any Governmental Authority pursuant to the Communications Laws, except in each case, where failure to pay such fees or charges could not reasonably be expected to have a Material Adverse Effect. There is no inquiry, claim, action or demand pending or, to the knowledge of any Borrower, threatened before any Governmental Authority which questions the amounts paid by any Group Member pursuant to the Communications Laws, except where such inquiry, claim, action or demand could not reasonably be expected to have a Material Adverse Effect.

(e) Bidco is the exclusive holder of the FCC Licenses, free and clear of all liens, and no other person (other than BA and CA) has any right or interest in or to the FCC Licenses or the Spectrum. The FCC Licenses are in full force and effect.

(f) Except for proceedings affecting the wireless industry generally, or as described in Schedule 5.23(f), there is not pending or, to the knowledge of any Borrower, threatened against Bidco or the FCC Licenses, nor does any Borrower know of any basis for, any application, action, formal complaint, claim, investigation, suit, notice of violation, petition, objection or other pleading, or any proceeding before the FCC or any other governmental body, against Bidco or the FCC Licenses, which questions or contests the validity of, or seeks the revocation, cancellation, forfeiture, non-renewal or suspension of, the FCC Licenses, or which seeks the imposition of any modification or amendment thereof that reasonably could affect any Group Member's use of the Spectrum, or the payment of a material fine, sanction, penalty, damages or contribution in connection with any Group Member's use of the Spectrum.

(g) All material documents required to be filed at any time with the FCC or any other governmental body with respect to the FCC Licenses have been timely filed or the time period for such filing has not lapsed and all of such filings are complete and correct, except where the failure to timely file or make such filing or for such filings to be complete and correct could not reasonably be expected to have a material adverse effect on any Group Member's use of the Spectrum or the exercise by CA or BA of its rights under the Intercompany Lease Agreement. The FCC Licenses are not subject to any conditions other than those appearing on their face and those imposed by FCC rules and policies. All amounts owed to the FCC in respect of the FCC Licenses have been timely paid and, as of the date hereof, no further amounts are due to the FCC in respect of the FCC Licenses, in each case to the extent that such amounts reasonably could affect any Group Member's use of the Spectrum.

(h) Each Group Member is in compliance in all material respects with the Communications Laws and all other laws, rules and regulations applicable to the FCC Licenses, and Bidco has complied in all material respects with the terms and conditions of the FCC Licenses. No Group Member has received written notice of any complaint or order filed alleging any material non-compliance with respect to any such laws, rules or regulations, in each case to the extent applicable to the FCC Licenses.

5.24 Insurance. Schedule 5.24 sets forth a true, complete and correct description of all insurance (a) maintained by any Group Member and (b) material to the business and operations of the Group Members taken as a whole as of the Closing Date. Such insurance is in full force and effect and all premiums have been duly paid. The Borrowers and their respective Subsidiaries have insurance in such amounts and covering such risks and liabilities as are in accordance with Section 7.5.

5.25 FCPA. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA.

SECTION 6. CONDITIONS PRECEDENT

6.1 Conditions to Extension of Credit. The agreement of each Lender to make the extension of credit requested to be made by it hereunder is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Loan Documents. The Administrative Agent shall have received (i) this Agreement executed and delivered by each Agent, each Borrower and each Person that is a Lender as of the Closing Date, (ii) the Guarantee and Collateral Agreement executed and delivered by each Borrower and each Subsidiary Guarantor that is a party thereto, (iii) the Intercompany Note, executed and delivered by each Group Member, (iv) each Lease and Services Document executed and delivered by the parties thereto (each of which shall be in form and substance reasonably satisfactory to the Lenders) and (v) any Notes requested by any Lender.

(b) Corporate Documents. The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation or organization, including all amendments thereto, of each Loan Party, certified as of a recent date by the Secretary of State, or appropriate authority, of the state of its organization, and a certificate as to the good standing or status of each Loan Party as of a recent date, from such Secretary of State; (ii) a certificate of the Secretary or Assistant Secretary of each Loan Party dated the Closing Date and certifying (A) that attached thereto is a true and complete copy of the by-laws or operating agreement of such Loan Party as in effect on the Closing Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors or manager, as applicable, of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Person is a party and, in the case of the Borrowers, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation or other constitutive documents of such Loan Party have not been amended since the date of the last amendment thereto shown on the certificate of good standing or status furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party; and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above.

(c) Pro Forma Financial Statement; Financial Statements. The Administrative Agent shall have received (i) the Pro Forma Financial Statement and other financial statements described in Section 5.1 reasonably satisfactory in form to the Administrative Agent and (ii) a projected consolidated balance sheet of BA and its Subsidiaries, the related consolidated income statements and statements of projected cash flow, in each case prepared on a quarterly basis for the first year after the Closing Date and on an annual basis for each year thereafter during the term of this Agreement, and a description of the underlying assumptions applicable thereto.

(d) Approvals. (i) All governmental, shareholder and third party approvals necessary in connection with the Transactions shall have been obtained and be in full force and effect and (ii) no Requirement of Law shall be applicable to any Group Member that restrains, prevents or imposes conditions upon the Transactions or the Loan Documents.

(e) Perfection Certificate; Lien Searches. The Administrative Agent shall have received a Perfection Certificate with respect to the Loan Parties dated the Closing Date and duly executed by a Responsible Officer of Holdings. The Administrative Agent shall have received the results of a recent Lien and judgment search in each relevant jurisdiction with respect to each Borrower and each other Loan Party, and such search shall reveal no Liens on any of the assets of any Borrower or any of such other Loan Parties except for Liens permitted by Section 8.3 or discharged on or prior to the Closing Date pursuant to documentation reasonably satisfactory to the Administrative Agent.

(f) Fees. The Lenders and the Agents shall have received all fees required to be paid, and all reasonable and documented out-of-pocket expenses required to be reimbursed or paid by the Borrowers hereunder or under any other Loan Document for which invoices have been presented at least one day prior to the Closing Date (including the reasonable and documented fees and expenses of legal counsel).

(g) Closing Date Certificate. The Administrative Agent shall have received a Closing Date certificate in the form of Exhibit F, executed as of the Closing Date by a Responsible Officer of BA.

(h) Legal Opinions. The Administrative Agent shall have received, on behalf of itself, the Collateral Agent and the Lenders, (A) the executed legal opinion of Debevoise & Plimpton LLP, special counsel to the Loan Parties, (B) the executed legal opinion of Sidley Austin LLP, special Delaware counsel to the Loan Parties and (C) the executed legal opinion of Hogan Lovells US LLP, special FCC counsel to the Loan Parties, in each case (i) dated the Closing Date, (ii) addressed to the Administrative Agent, the Collateral Agent and the Lenders, (iii) covering such matters relating to the Loan Documents and the Transactions as the Administrative Agent shall reasonably request and (iv) in form and substance reasonably satisfactory to the Administrative Agent. The Borrowers hereby request such counsel to deliver such opinions.

(i) Pledged Equity Interests; Stock Powers; Pledged Notes. The Collateral Agent shall have received (i) the certificates representing the shares of Capital Stock pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock or other transfer power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(j) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement and any Intellectual Property Security Agreement) required by the Security Documents or under law or reasonably requested by the Collateral Agent to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 8.3), shall be in proper form for filing, registration or recordation.

(k) Solvency Certificate. The Administrative Agent shall have received a solvency certificate in the form of Exhibit I, executed as of the Closing Date by the chief financial officer of Holdings.

(l) Insurance. The Administrative Agent shall have received a copy of, or a certificate as to coverage under, the insurance policies required by Section 7.5 and the applicable provisions of the Security Documents, each of which shall be endorsed or otherwise amended to include a customary lender's loss payable endorsement and to name the Collateral Agent as additional insured, in form and substance satisfactory to the Administrative Agent.

(m) Patriot Act. The Administrative Agent and the Lenders shall have received at least three Business Days prior to the Closing Date all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, as reasonably requested at least five Business Days prior to the Closing Date by the Administrative Agent and the Lenders.

(n) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") on and as of such date as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") as of such earlier date.

(o) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

(p) Borrowing Notice. The Administrative Agent shall have received a notice of borrowing as required by this Agreement with respect to such extension of credit.

The borrowing hereunder shall constitute a representation and warranty by the Borrowers as of the date of such extension of credit that the conditions contained in clauses (n) and (o) of this Section 6.1 have been satisfied.

SECTION 7. AFFIRMATIVE COVENANTS

The Borrowers hereby jointly and severally agree that, so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal and interest on each Loan, all fees and all other expenses or amounts payable (other than Unasserted Contingent Obligations) under any Loan Document shall have been paid in full, unless the Required Lenders shall otherwise consent in writing, each of the Borrowers shall and shall cause each of their respective Subsidiaries to:

7.1 Financial Statements. Furnish to the Administrative Agent (which shall promptly furnish to each Lender):

(a) as soon as available, but in any event on or prior to the date 90 days after the end of each fiscal year of the Borrowers, (i) a copy of the audited consolidated balance sheet of Parent and Parent's Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by Deloitte LLP, or other independent certified public accountants of nationally recognized standing, (ii) a copy of the unaudited combined balance sheet of BA and its Subsidiaries as at the end of such year and the related unaudited combined statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of BA as being fairly stated in all material respects, (iii) a copy of the unaudited combined balance sheet of CA and its Domestic Subsidiaries as at the end of such year and the related unaudited combined statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of CA as being fairly stated in all material respects, (iv) to the extent there exists any direct or indirect Canadian Subsidiary of Holdings at the end of the relevant fiscal year, a copy of the unaudited combined balance sheet of Holdings' Canadian Subsidiaries as at the end of such year and the related unaudited combined statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of Holdings as being fairly stated in all material respects and (v) to the extent there exists any direct or indirect Subsidiary of Holdings that is not a Domestic Subsidiary of Holdings or a Canadian Subsidiary of Holdings at the end of the relevant fiscal year, a copy of the unaudited combined balance sheet of Holdings' Subsidiaries (other than its Domestic Subsidiaries and its Canadian Subsidiaries) as at the end of such year and the related unaudited combined statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of Holdings as being fairly stated in all material respects;

(b) as soon as available, but in any event on or prior to the date 45 days (or, prior to a Qualified Public Offering, 60 days) after the end of each of the first three quarterly periods of each fiscal year of the Borrowers, (i) the unaudited consolidated balance sheet of Parent and Parent's Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of Parent as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes), (ii) the unaudited combined balance sheet of BA and its Subsidiaries as at the end of such quarter and the related unaudited combined statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of BA as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes), (iii) the unaudited combined balance sheet of CA and its Domestic Subsidiaries as at the end of

such quarter and the related unaudited combined statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of CA as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes), (iv) to the extent there exists any direct or indirect Canadian Subsidiary of Holdings at the end of the relevant fiscal quarter, the unaudited combined balance sheet of Holdings' Canadian Subsidiaries as at the end of such quarter and the related unaudited combined statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of Holdings as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes) and (v) to the extent there exists any direct or indirect Subsidiary of Holdings that is not a Domestic Subsidiary of Holdings or a Canadian Subsidiary of Holdings at the end of the relevant fiscal quarter, the unaudited combined balance sheet of Holdings' Subsidiaries (other than its Domestic Subsidiaries and its Canadian Subsidiaries) as at the end of such quarter and the related unaudited combined statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of Holdings as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes); and

(c) as soon as available, but in any event on or prior to the date 15 days after the end of each month, a certificate executed and delivered by the chief financial officer of Holdings stating the amount of cash and Cash Equivalents of Holdings and its Subsidiaries as at the end of such month.

All such financial statements described in clauses (a) and (b) above shall fairly present in all material respects the financial condition of Parent and its consolidated Subsidiaries or BA and its combined Subsidiaries, as applicable, in conformity with GAAP and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein).

7.2 Certificates; Other Information. Furnish to the Administrative Agent or the Collateral Agent (as applicable) (in each case which shall promptly furnish to each Lender (or, in the case of clause (g), to the relevant Lender)):

(a) concurrently with the delivery of any financial statements pursuant to (1) clauses (a) and (b) of Section 7.1, (i) a certificate of a Responsible Officer of Holdings stating that, to the best of each such Responsible Officer's knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition, contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, (ii) to the extent not previously disclosed and delivered to the Administrative Agent and the Collateral Agent, (A) a listing of any Intellectual Property which is the subject of a registration or application (including Intellectual Property included in the Collateral which was theretofore unregistered and becomes the subject of a registration or application) acquired or created by any Loan Party since the date of the most recent list delivered pursuant to this clause (ii) (or, in the case of the first such list so

delivered, since the Closing Date), and (B) one or more Intellectual Property Security Agreements evidencing the security interest created in such Intellectual Property registered or applied for in the United States suitable for recordation in the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than registered domain names and United States intent-to-use trademark applications that are included in the Excluded Collateral (as defined in the Guarantee and Collateral Agreement)) and the Borrowers undertake to file such Intellectual Property Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and (iii) a Compliance Certificate containing all information necessary for calculating Excess Cash Flow for the accounting period covered by the financial statements accompanying such Compliance Certificate (provided that any Compliance Certificate accompanying financial statements delivered pursuant to Section 7.1(a) shall also include all information and calculations necessary for calculating Excess Cash Flow for the fourth fiscal quarter of the Borrowers for the relevant year) and (2) Section 7.1(a), a certificate of a Responsible Officer attaching a supplement to the Perfection Certificate reflecting any changes to the schedules thereto during such fiscal year or confirming that there has been no change in such information since the date of the Perfection Certificate or latest supplement thereto;

(b) as soon as available, and in any event no later than 60 days after the end of each fiscal year of the Borrowers, a detailed consolidated budget for Parent and Parent's Subsidiaries, a detailed combined budget for BA and BA's Subsidiaries, a detailed combined budget for CA and its Domestic Subsidiaries, a detailed combined budget for Holdings' Canadian Subsidiaries (to the extent there exists any direct or indirect Canadian Subsidiary of Holdings at the end of the relevant fiscal year or to the extent that Holdings reasonably expects to form or acquire a Canadian Subsidiary during the relevant Budget Year) and a detailed combined budget for Holdings' Subsidiaries (other than its Domestic Subsidiaries and its Canadian Subsidiaries) (to the extent there exists any direct or indirect Subsidiary of Holdings that is not a Domestic Subsidiary of Holdings or a Canadian Subsidiary of Holdings at the end of the relevant fiscal year or to the extent that Holdings reasonably expects to form or acquire a Subsidiary that is not a Domestic Subsidiary of Holdings or a Canadian Subsidiary of Holdings during the relevant Budget Year) for the fiscal year following such fiscal year then ended (the "Budget Year") shown on a quarterly basis (including a projected consolidated balance sheet of Parent and Parent's Subsidiaries, projected combined balance sheet of BA and BA's Subsidiaries as of the end of the Budget Year, projected combined balance sheet of CA and its Domestic Subsidiaries, projected combined balance sheet of Holdings' Canadian Subsidiaries (to the extent there exists any direct or indirect Canadian Subsidiary of Holdings at the end of the relevant fiscal year or to the extent that Holdings reasonably expects to form or acquire a Canadian Subsidiary during the relevant Budget Year) and projected combined balance sheet of Holdings' Subsidiaries (other than its Domestic Subsidiaries and its Canadian Subsidiaries) (to the extent there exists any direct or indirect Subsidiary of Holdings that is not a Domestic Subsidiary of Holdings or a Canadian Subsidiary of Holdings at the end of the relevant fiscal year or to the extent that Holdings reasonably expects to form or acquire a Subsidiary that is not a Domestic Subsidiary of Holdings or a Canadian Subsidiary of Holdings during the relevant Budget Year), the related consolidated or combined, as applicable, statements of projected cash flow, projected changes in financial position and projected income and a description of the underlying assumptions applicable thereto), and, as soon as available, significant revisions, if any, of such budget and projections with respect to such Budget Year (collectively, the "Projections"), which Projections

shall in each case be accompanied by a certificate of a Responsible Officer of BA (in the case of Projections of BA or any of its Subsidiaries), CA (in the case of Projections of CA or any of its Domestic Subsidiaries) or Holdings (in the case of Projections of Holdings or any of its Subsidiaries (other than BA and its Subsidiaries or CA and its Domestic Subsidiaries)) stating that such Projections are based on reasonable estimates, information and assumptions and that such Responsible Officer of BA, CA or Holdings, as applicable, has no reason to believe that such Projections are incorrect or misleading in any material respect;

(c) prior to a Qualified Public Offering, within 60 days after the end of each fiscal quarter of BA (or 90 days, in the case of the last fiscal quarter of any fiscal year), a narrative discussion and analysis of the financial condition and results of operations of Parent and Parent's Subsidiaries, BA and BA's Subsidiaries, CA and its Domestic Subsidiaries, Holdings' Canadian Subsidiaries (to the extent there exists any direct or indirect Canadian Subsidiary of Holdings at the end of the relevant fiscal quarter) and Holdings' Subsidiaries (other than its Domestic Subsidiaries and its Canadian Subsidiaries) (to the extent there exists any direct or indirect Subsidiary of Holdings that is not a Domestic Subsidiary of Holdings or a Canadian Subsidiary of Holdings at the end of the relevant fiscal quarter) for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the portion of the Projections covering such periods and to the comparable periods of the previous year;

(d) concurrently with any delivery of financial statements pursuant to Section 7.1(a) or (b), the related unaudited consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Subsidiaries of Parent, BA or CA (as applicable) that are not Loan Parties (if any) from such consolidated or combined financial statements;

(e) within five (5) days after the same are sent, copies of all financial statements and reports that Parent or any Borrower sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all annual, regular or periodic and special reports and registration statements which the Loan Parties may file or be required to file with the SEC or comparable agency in any applicable foreign jurisdiction, any other stock exchange or any Governmental Authority, and copies of each written notice or other correspondence received from the SEC or comparable agency in any applicable foreign jurisdiction concerning any investigation or potential investigation or other inquiry by such agency regarding the financial or other operational results of Parent or any Borrower or any of their respective Subsidiaries (it being understood that the foregoing requirements of this Section 7.2(e) shall be deemed to have been satisfied if the Borrowers deliver or makes available in electronic format through their website such reports or statements and, prior to a Qualified Public Offering, the Borrowers notify the Administrative Agent that such reports or statements are available thereon);

(f) promptly, any final "management" letter submitted by the accountants to management of any Group Member in connection with their annual audit; and

(g) promptly, such additional financial and other information as any Lender may from time to time reasonably request, including, without limitation, with respect to the Patriot Act.

7.3 Payment of Obligations and Taxes. Pay its Material Indebtedness and other obligations promptly and in accordance with their terms, except to the extent the failure to pay such other obligations could not reasonably be expected to have a Material Adverse Effect, and pay and discharge or cause to be paid and discharged promptly when due all Taxes shown to be due and payable on all Federal and state income and other material tax returns required to be filed and all other material Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member.

7.4 Maintenance of Existence; Compliance. (a) (i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business, including, without limitation, all necessary Governmental Authorizations (including Communications Licenses), except, in each case, as otherwise permitted by Section 8.4 and except, in the case of clause (ii) above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Contractual Obligations, Organizational Documents and Requirements of Law (including, without limitation, ERISA, the Code, and Communications Laws) except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

7.5 Maintenance of Property; Insurance. (a) Keep all material tangible property necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance (i) on all its material tangible property in at least such amounts and against at least such risks (but including in any event general liability) consistent with past practices of the Borrowers and the prudent business judgment of the Borrowers and (ii) on such real property that is encumbered by any Mortgage and located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, written in an amount not less than the outstanding principal amount of the Indebtedness secured by such Mortgage that is reasonably allocable to such real property or the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less, with a term ending not later than the maturity of the Indebtedness secured by such Mortgage. The Borrowers will furnish to the Administrative Agent, upon request, information in reasonable detail as to the insurance so maintained and, subject to Section 7.13(c) with respect to insurance in existence as of the Closing Date, ensure that such insurance shall be endorsed or otherwise amended to include a customary lender's loss payable endorsement and to name the Collateral Agent as additional insured.

7.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in conformity with all Requirements of Law and in a manner to allow financial statements to be prepared in conformity with GAAP of all material dealings and transactions in relation to its business and activities and (b) permit representatives of the Administrative Agent, the Collateral Agent or any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records (in all cases subject

to applicable law and Section 11.15) at reasonable times and intervals upon reasonable notice to Holdings and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with their independent certified public accountants.

7.7 Notices. Promptly (and in any event within five days after the relevant event, except in the case of clause (d)) give notice to the Administrative Agent (which shall promptly furnish a copy of such notice to each Lender) of:

(a) after a Responsible Officer of a Borrower knows thereof, the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority, that in either case, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting any Group Member (i) in which the amount claimed against any Group Member and not covered by insurance exceeds \$5,000,000, (ii) in which injunctive or similar relief is sought and which could reasonably be expected to have a Material Adverse Effect or (iii) which relates to any Loan Document;

(d) the following events, as soon as possible and in any event within 30 days after any Borrower knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, (ii) a failure to meet the minimum funding standards of the Code and ERISA or to timely make any required contribution to a Plan that is subject to Title IV of ERISA, (iii) the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Single Employer Plan or Multiemployer Plan, (iv) the institution of proceedings or the delivery of written correspondence by the PBGC or any Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Single Employer Plan or Multiemployer Plan or (v) any other event set forth in Section 9.1(g) that could reasonably be expected to result in any liability of any one or more Group Members in an aggregate amount exceeding \$1,000,000;

(e) any adverse notice or report regarding any Governmental Authorization that could reasonably be expected to have a Material Adverse Effect; and

(f) any other development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 7.7 shall be accompanied by a statement of a Responsible Officer of the relevant Loan Party setting forth details of the occurrence referred to therein and stating what action the relevant Loan Party proposes to take with respect thereto.

7.8 Environmental Laws. (a) Comply with, and ensure compliance in all material respects by all tenants and subtenants of any Group Member, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and ensure that all tenants and

subtenants of any Group Member obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except, in each case, to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect.

7.9 Additional Collateral, etc. (a) With respect to any property acquired after the Closing Date by any Loan Party (other than (w) any property described in paragraph (b), (c) or (d) below, (x) any property subject to a Lien expressly permitted by Section 8.3(g) (solely to the extent the terms of such Indebtedness relating to such Lien prohibit the granting of a Lien to secure the Obligations), (y) any property acquired by any Excluded Subsidiary and (z) any Foreign Intellectual Property) as to which the Collateral Agent, for the benefit of the Secured Parties, does not have a perfected Lien, within 10 Business Days of such acquisition (or such longer period as may be reasonably acceptable to the Collateral Agent) (i) execute and deliver to the Collateral Agent such amendments to the applicable Security Document or such other documents as the Collateral Agent deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in such property, (ii) take all actions necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest in such property (in the case of property other than Capital Stock, subject to Liens permitted under Section 8.3 and in the case of Capital Stock, subject to non-consensual Liens imposed by any Requirement of Law), including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the applicable Security Document or by law and, in the case of United States registered or applied-for Intellectual Property ((other than registered domain names and United States intent-to-use trademark applications that are included in the Excluded Collateral (as defined in the Guarantee and Collateral Agreement)), the recordation of an Intellectual Property Security Agreement evidencing the security interest created in such United States Intellectual Property suitable for recordation in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and (iii) if requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

(b) With respect to (a) any fee interest in any real property having a fair market value (together with improvements thereof) of at least \$1,000,000 owned by any Loan Party (other than any such real property subject to a Lien expressly permitted by Section 8.3(g) (solely to the extent the terms of such Indebtedness relating to such Lien prohibit the granting of a Lien to secure the Obligations)) and (b) any leasehold interest in any real property having annual fixed rental payments of at least \$1,000,000 leased by any Loan Party (other than (x) any such real property subject to a Lien expressly permitted by Section 8.3(g) (solely to the extent the terms of such Indebtedness relating to such Lien prohibit the granting of a Lien to secure the Obligations), (y) any such real property where the respective Loan Party has made commercially reasonable efforts to obtain consent to execute and deliver a first priority Mortgage, in favor of the

Collateral Agent, for the benefit of the Secured Parties, but is unable to do so and (z) leased cell towers to the extent a leasehold mortgage is required to create a security interest therein), in each case, acquired after the Closing Date, within 90 days after the acquisition thereof (or such longer period as may be reasonably acceptable to the Collateral Agent) (i) execute and deliver a first priority Mortgage, subject to Liens permitted under Section 8.3, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such real property, (ii) provide the Secured Parties with (x) a pro forma title insurance policy covering such real property in an amount equal to 105% of the purchase price of such owned real property or the fair market value of the leasehold interests (or, in each case, such other lesser amount as shall be reasonably acceptable to the Collateral Agent) as well as a current ALTA survey thereof, (y) any consents, affidavits or estoppels reasonably deemed necessary or advisable by the Collateral Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent and (z) any flood certificates and proof of flood insurance, if applicable, covering such real property and (iii) if requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

(c) With respect to any new Subsidiary (other than an Excluded Subsidiary) created or acquired after the Closing Date by any Group Member (other than by any Group Member that is an Excluded Subsidiary) or any Subsidiary that ceases to be an Excluded Subsidiary (a "re-designated subsidiary"), within 10 Business Days of such creation or acquisition or ceasing to be an Excluded Subsidiary (or such longer period as may be reasonably acceptable to the Collateral Agent) (i) execute and deliver to the Collateral Agent such Security Documents as the Administrative Agent deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest (subject to non-consensual Liens permitted under Section 8.3 imposed by any Requirement of Law) in the Capital Stock of such new Subsidiary or re-designated subsidiary, as applicable, that is owned by any Loan Party, (ii) deliver to the Collateral Agent any certificates representing such Capital Stock, together with undated stock or other transfer powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, (iii) cause such new Subsidiary or re-designated subsidiary, as applicable, (A) to become a party to the applicable Security Documents, (B) to take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Secured Parties a perfected first priority security interest (in the case of property other than Capital Stock, subject to Liens permitted under Section 8.3 and in the case of Capital Stock, subject to non-consensual Liens permitted under Section 8.3 imposed by any Requirement of Law) in all or substantially all, or any portion of the Property of such new Subsidiary or re-designated subsidiary, as applicable, as the Administrative Agent shall determine, in its reasonable discretion, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Collateral Agent, (iv) deliver to the Collateral Agent, for each such Subsidiary board resolutions and other secretary's certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 6.1, and (v) if requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

(d) With respect to any new Excluded Subsidiary created or acquired after the Closing Date by any Loan Party (other than by any Group Member that is an Excluded Subsidiary), within 10 Business Days of such creation or acquisition (or such longer period as may be reasonably acceptable to the Collateral Agent) (i) execute and deliver to the Collateral Agent such Security Documents as the Collateral Agent deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest (subject to non-consensual Liens permitted under Section 8.3 imposed by any Requirement of Law) in the Capital Stock of such new Subsidiary that is owned by any such Loan Party (provided that in no event shall more than 65% of the total outstanding voting Capital Stock and 100% of the total outstanding non-voting Capital Stock of any such new Foreign Subsidiary be required to be so pledged), (ii) deliver to the Collateral Agent any certificates representing such Capital Stock, together with undated stock or other transfer powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, as the case may be, and take such other action as may be reasonably necessary to perfect the Collateral Agent's security interest therein, and (iii) if requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

7.10 Further Assurances. From time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Administrative Agent or the Collateral Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents to the extent provided herein or therein, or of more fully perfecting or renewing the rights of the Administrative Agent, the Collateral Agent and the Secured Parties with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Loan Party which may be deemed to be part of the Collateral) pursuant hereto or thereto. Except with respect to Foreign Intellectual Property, upon the exercise by the Administrative Agent, the Collateral Agent or any Secured Party of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording qualification or authorization of any Governmental Authority, the Borrowers will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent, the Collateral Agent or such Secured Party may be required to obtain from the Borrowers or any of their respective Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

7.11 Quarterly Conference Calls. Prior to a Qualified Public Offering, within 30 days (which may be extended for reasonable cause at BA's and the Administrative Agent's reasonable discretion) after delivery of the financial statements required by Section 7.1(a) and Section 7.1(b), the Borrowers shall hold a conference call to which the Administrative Agent, the Collateral Agent, and the Lenders shall be invited, subject to appropriate confidentiality requirements, to discuss such financial statements, the results of operations for the relevant reporting period and other matters reasonably requested by a participant on such conference call.

7.12 Use of Proceeds. Use the proceeds of the Loans only for the purposes described in the recitals to this Agreement.

7.13 Post Closing Covenants.

(a) Real Estate. With respect to the leasehold interest in the real property located at (1) 303 Technology Ct. Bldg. A, Broomfield, CO 80021 and leased by CA, (2) 1250 N. Arlington Heights Road, Itasca, IL 60143 and leased by CA, (3) 814 Thorndale Ave, Itasca, IL 60143 and leased by CA, (4) 43 W 514 US Rt. 30, Sugar Grove, IL 60554 and leased by CA, (5) 1000 Commerce Drive, Oak Brook, IL 60523 and leased by CA, (6) 3431 Windsor Drive, Aurora, CO 80011, and leased by CA, (7) 11001 W. 120th Ave., Broomfield, CO 80021 and leased by BA and (8) 11947 Hangar Ct., Broomfield, CO 80021 and leased by CA, shall use commercially reasonable efforts to, within 90 days after the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), execute and deliver, or to arrange for execution and delivery, as applicable, to the Collateral Agent of (i) a first priority Mortgage, subject to Liens permitted under Section 8.3, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such real property, (ii) (x) a pro forma title insurance policy covering such real property in an amount equal to 105% of the purchase price of such real property (or such other lesser amount as shall be reasonably acceptable to the Collateral Agent) as well as a current ALTA survey thereof, (y) any consents, affidavits or estoppels reasonably deemed necessary or advisable by the Collateral Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Collateral Agent and (z) any flood certificates and proof of flood insurance, if applicable, covering such real property and (iii) legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

(b) Control Agreements. Deliver to the Collateral Agent (i) executed control agreements sufficient to perfect the Collateral Agent's Lien on the relevant accounts with respect to each deposit or securities account of each Loan Party set forth on Schedule 7.13(b) within 60 days after the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion) and (ii) evidence of the termination of the deposit account control agreements in favor of Scotia Bank with respect to account numbers 194310714846, 103690172665 and 434000908 at U.S. Bank within 10 days after the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion).

(c) Insurance. With respect to insurance in effect as of the Closing Date, deliver to the Collateral Agent customary lender's loss payable endorsements and name the Collateral Agent as additional insured within 10 days after the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion).

7.14 Minimum Cash Balances. Maintain at all times at least \$5,000,000 of Unrestricted Cash of Holdings and its Subsidiaries, taken as a whole.

7.15 Co-Mingling of Cash. Each Borrower agrees that it shall not co-mingle its cash and Cash Equivalents with cash and Cash Equivalents of the other Borrowers.

SECTION 8. NEGATIVE COVENANTS

The Borrowers hereby jointly and severally agree that, so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal and interest on each Loan, all fees and all other expenses or amounts payable (other than Unasserted Contingent Obligations) under any Loan Document shall have been paid in full, unless the Required Lenders shall otherwise consent in writing, the Borrowers shall not, and shall not permit any of their respective Subsidiaries to, directly or indirectly and, with respect to Section 8.18, Bidco shall not, directly or indirectly:

8.1 **Issuance of Preferred Stock.** Issue any preferred stock or other preferred Capital Stock or become liable in respect of any obligation (contingent or otherwise) to purchase, redeem, retire, acquire or make any other payment in respect of any Capital Stock of any Group Member, other than any Qualified Capital Stock.

8.2 **Indebtedness.** Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

(b) unsecured Indebtedness of any Group Member owed to any other Group Member (the "lending member"); provided that the corresponding Investment by the lending member complies with Section 8.8, including the last paragraph of Section 8.8;

(c) Guarantee Obligations by any Group Member (a "guarantor") of obligations of any other Group Member (a "primary obligor") otherwise permitted pursuant to Section 8.2; provided that, if such Indebtedness is Subordinated Indebtedness, then the Guarantee Obligations in respect of such Indebtedness shall be subordinated to the same degree, if any, or to a greater degree as such Indebtedness is subordinated to the Obligations; provided, further that the corresponding Investment by the guarantor in the primary obligor complies with Section 8.8, including the last paragraph of Section 8.8;

(d) Indebtedness outstanding on the date hereof and listed on Schedule 8.2 and any Permitted Refinancing thereof;

(e) Indebtedness incurred to finance the acquisition of fixed or capital assets (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 8.3(g), and Permitted Refinancings of such Indebtedness, in an aggregate principal amount not to exceed \$40,000,000 at any one time outstanding; provided that the maximum amount of Indebtedness permitted to be incurred by BA and its Subsidiaries pursuant to this clause (e) shall not exceed \$5,000,000 at any time outstanding;

(f) Hedge Agreements permitted under Section 8.12;

(g) Indebtedness in respect of (i) open accounts extended by suppliers on normal trade terms in connection with purchases of goods and services, (ii) performance, bid, surety, indemnity, appeal bonds, completion guarantees and other obligations of like nature and (iii) guarantees and/or obligations as an account party in respect of the face amount of letters of credit in respect thereof, in each case securing obligations not constituting Indebtedness for borrowed money (including worker's compensation claims, environmental remediation and other environmental matters and obligations in connection with self-insurance or similar requirements) provided in the ordinary course of business;

(h) Indebtedness arising from the endorsement of instruments in the ordinary course of business;

(i) Indebtedness of a Person existing at the time such Person became a Subsidiary of a Borrower (such Person, an “Acquired Person”), together with all Indebtedness assumed by the Borrowers or any of their respective Subsidiaries in connection with any acquisition permitted under Section 8.8, but only to the extent that (i) such Indebtedness was not created or incurred in contemplation of such Person becoming a Subsidiary of a Borrower or such acquisition, (ii) any Liens securing such Indebtedness attach only to the assets of the Acquired Person and (iii) the aggregate principal amount of such Indebtedness does not exceed \$50,000,000 at any one time outstanding; provided that the maximum amount of Indebtedness permitted to be incurred by BA and its Subsidiaries pursuant to this clause (i) shall not exceed \$10,000,000 at any time outstanding;

(j) Earn-Out Obligations in connection with Permitted Acquisitions and Indebtedness of the type described in clause (b) of such definition in respect of any other Investment or Disposition expressly permitted hereunder, in each case constituting indemnification obligations or obligations in respect of purchase price or other similar adjustments, in an aggregate principal amount not to exceed \$20,000,000 at any one time outstanding; provided that the maximum amount of Indebtedness permitted to be incurred by BA and its Subsidiaries pursuant to this clause (j) shall not exceed \$10,000,000 at any time outstanding;

(k) Subordinated Indebtedness of a CA, BA or Holdings in an aggregate amount not to exceed \$25,000,000 at any one time outstanding on a combined basis;

(l) additional unsecured Indebtedness of any Subsidiary of Holdings in an aggregate principal amount not to exceed \$22,500,000 at any time outstanding; provided that the maximum amount of Indebtedness permitted to be incurred by BA and its Subsidiaries pursuant to this clause (l) shall not exceed \$7,500,000 at any time outstanding;

(m) Indebtedness of any Subsidiary of Holdings in respect of industrial revenue bonds or other similar governmental or municipal bonds in an aggregate principal amount not to exceed \$500,000 at any time outstanding; provided that the maximum amount of Indebtedness permitted to be incurred by BA and its Subsidiaries pursuant to this clause (m) shall not exceed \$250,000 at any time outstanding;

(n) Indebtedness representing deferred compensation to employees of Holdings or any of Holdings’ Subsidiaries incurred in the ordinary course of business;

(o) Indebtedness (i) consisting of obligations under deferred compensation or other similar arrangements incurred in connection with Permitted Acquisitions or any other Investment expressly permitted hereunder or (ii) that is owed to the seller of a business in a Permitted Acquisition to the extent constituting consideration for such Permitted Acquisition, provided, that (x) such Indebtedness under clause (o)(ii) shall be unsecured, and shall not mature or amortize any principal prior to the date that is 91 days after the Maturity Date (or such later maturity date of any Loans extended in accordance with Section 3.3 in effect at the time such Indebtedness is incurred), and (y) the aggregate outstanding amount of such Indebtedness shall not exceed \$10,000,000 at any time; provided that the maximum amount of Indebtedness permitted to be incurred by BA and its Subsidiaries pursuant to this clause (o) shall not exceed \$5,000,000 at any time outstanding;

(p) Indebtedness in respect of netting services, overdraft protections and similar arrangements in each case for deposit accounts incurred in the ordinary course of business in connection with cash management activities;

(q) to the extent constituting Indebtedness, judgments, decrees, attachments or awards not constituting an Event of Default under Section 9.1(h); and

(r) unsecured Indebtedness owed to Parent that is subordinated to the payment in full in cash of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent.

8.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes, assessments and other governmental charges or levies not yet delinquent or that are (i) being contested in good faith by appropriate proceedings and for which adequate reserves with respect thereto are maintained on the books of the applicable Group Member in conformity with GAAP or (ii) imposed on landlords or sublandlords of any Subsidiary of Holdings that do not materially interfere with the ordinary conduct of the business of such Subsidiary of Holdings;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 60 days or that are bonded or that are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, encroachments, reservations and other similar encumbrances incurred in the ordinary course of business and other immaterial exceptions to title that do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of Holdings or any Subsidiary of Holdings;

(f) Liens in existence on the date hereof listed on Schedule 8.3, securing Indebtedness permitted by Section 8.2(d); provided that no such Lien is spread to cover any additional property after the Closing Date and the amount of Indebtedness secured thereby is not increased;

(g) Liens securing Indebtedness of any Subsidiary of Holdings incurred pursuant to Section 8.2(e) to finance the acquisition of fixed or capital assets; provided that (i) such Liens shall be created substantially simultaneously with the financing of the acquisition of such fixed or capital assets, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and the products and proceeds thereof (and accessions thereto) and (iii) the amount of Indebtedness secured thereby is not increased; provided, however, notwithstanding anything in clause (ii) above, individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender; provided, further, that any such Lien incurred pursuant to this Section 8.3(g) complies (without duplication of amounts) with Sections 8.2 and 8.8, including the last paragraph of Section 8.8;

(h) Liens created pursuant to the Security Documents;

(i) any interest or title of a lessor and any Lien created by any such lessor under any lease or occupancy agreement entered into by any Subsidiary of Holdings;

(j) non-exclusive licenses with respect to Intellectual Property, leases or subleases granted to or from third parties in the ordinary course of business that do not materially detract from the value of any Collateral or materially interfere with the ordinary course of business of Holdings or any of its Subsidiaries;

(k) Liens securing judgments not constituting an Event of Default under Section 9.1(h);

(l) the filing of UCC financing statements solely as a precautionary measure in connection with operating leases and consignment arrangements;

(m) Liens existing on property acquired by any Subsidiary of Holdings at the time such property is so acquired (whether or not the Indebtedness secured thereby shall have been assumed); provided that (i) such Lien is not created in contemplation of such acquisition, (ii) such Lien does not extend to any other property of any Group Member following such acquisition and (iii) the aggregate principal amount of the Indebtedness secured by such Liens does not exceed \$20,000,000 at any time; provided that the maximum amount of Indebtedness secured by Liens permitted pursuant to this clause (m) on property acquired by BA and its Subsidiaries shall not exceed \$7,500,000 at any time;

(n) Liens (i) of a collection bank arising under Section 4-210 of the UCC on items in the course of collection; and (ii) that are contractual rights of set-off or, in the case of clause (n)(ii)(1) or (n)(ii)(2), other bankers' Liens (1) in favor of a banking institution arising as a matter of law encumbering deposits or otherwise relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (2) relating to pooled deposit or sweep accounts of any Subsidiary of Holdings to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of such Person or (3) relating to purchase orders and other agreements not for the incurrence of Indebtedness entered into with customers of such Person in the ordinary course of business;

(o) Liens not otherwise permitted by this Section 8.3 so long as the aggregate outstanding principal amount of the obligations secured thereby does not exceed \$17,500,000 at any one time; provided that the maximum amount of obligations of BA and its Subsidiaries secured by Liens permitted pursuant to this clause (o) shall not exceed \$6,500,000 at any one time;

(p) Liens securing Indebtedness of the type permitted under Section 8.2(m); provided, that (i) such Lien is granted within 120 days after such Indebtedness is incurred, (ii) the Indebtedness secured thereby does not exceed 80% of the lesser of the cost or the fair market value of the applicable property, improvements or equipment at the time of such acquisition (or construction) and (iii) such Lien secures only the assets that are the subject of the Indebtedness referred to in such clause and the products and proceeds thereof (and accessions thereto); provided, however, notwithstanding anything in clause (iii) above, individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender; provided, further, that any such Lien incurred pursuant to this Section 8.3(p) complies (without duplication of amounts) with Sections 8.2 and 8.8, including the last paragraph of Section 8.8;

(q) Liens securing Indebtedness of the type permitted by Section 8.2(i); provided, that any such Liens securing such Indebtedness attach only to the assets of the relevant Acquired Person;

(r) Liens incurred and deposits made in the ordinary course of business securing liability for premiums or reimbursement or indemnification obligations (including obligations in respect of letters of credit or bank guarantees) for the benefit of insurance carriers providing insurance to any Subsidiary of Holdings;

(s) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(t) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by any Subsidiary of Holdings in the ordinary course of business permitted by this Agreement;

(u) Liens solely on any cash earnest money deposits made by any Subsidiary of Holdings in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by any Subsidiary of Holdings are located and other Liens affecting the interest of any landlord (and any underlying landlord) of any real property leased by any Subsidiary of Holdings;

(w) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 8.8 to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 8.5, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien; and

(x) Liens on property of any Foreign Subsidiary of Holdings which property does not constitute Collateral, which Liens secure Indebtedness of such Foreign Subsidiary permitted under Section 8.2.

Notwithstanding anything to the contrary herein, with respect to any network operating center owned or leased by any Loan Party, any data center owned or leased by a Loan Party, any cell tower owned or leased by a Loan Party or any manufacturing and assembly facility owned or leased by a Loan Party, in each case to the extent any such property does not constitute Collateral, no Loan Party shall be permitted to enter into or suffer to exist or become effective any Lien (other than Liens permitted under Section 8.3(f), non-consensual Liens permitted under Section 8.3 imposed by any Requirement of Law and other than Liens not securing obligations in respect of Indebtedness) on any such property.

8.4 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

(a) any Subsidiary of Holdings (other than BA, CA or Bidco) may be merged or consolidated with or into (i) BA or CA (provided that BA or CA, as applicable, shall be the continuing or surviving entity and no Subsidiary of BA may merge into or be consolidated with CA pursuant to this clause (i)), (ii) any Wholly Owned Subsidiary Guarantor (provided that the Wholly Owned Subsidiary Guarantor shall be the continuing or surviving entity and no Subsidiary of BA may merge into or be consolidated with a Non-BA Loan Party pursuant to this clause (ii)), (iii) to the extent permitted by and subject to Section 8.8(e), (f), (m) or (n), any other Subsidiary of Holdings that is not a Wholly Owned Subsidiary Guarantor (provided that the aggregate fair market value of the assets of any Subsidiaries of Holdings merging or consolidating with any other Subsidiary of Holdings that is not a Wholly Owned Subsidiary Guarantor pursuant to this clause (iii) shall not exceed \$25,000,000 during the term of this Agreement) or (iv) to the extent permitted by and subject to Section 8.8(e), (f), (m) or (n), any Non-BA Loan Party;

(b) (i) any Subsidiary of Holdings (other than a BA Loan Party, CA or Bidco) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to BA, CA or any Wholly Owned Subsidiary Guarantor or, to the extent permitted by and subject to Section 8.8(e), (f), (m) or (n), any other Subsidiary of Holdings that is not a Wholly Owned Subsidiary Guarantor, and (ii) any BA Loan Party (other than BA) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to any BA Loan Party or, to the extent permitted by and subject to Section 8.8(e), (f), (m) or (n), to any Non-BA Loan Party;

(c) any Subsidiary of Holdings that is not a Loan Party may Dispose of all or substantially all of its assets (including any Disposition that is in the nature of a liquidation) to (i) another Subsidiary of Holdings that is not a Loan Party or (ii) to any Loan Party (other than Holdings);

(d) any Subsidiary of Holdings (other than a Borrower or Bidco) may merge with another Person to effect a transaction permitted under Section 8.8;

(e) a merger, dissolution, liquidation, consolidation or Disposition of any Subsidiary of Holdings (other than BA, CA or Bidco), the purpose of which is to effect transactions permitted under Section 8.5 (but only if in each case no Event of Default would be caused as a result thereof) shall be permitted; and

(f) any Subsidiary of Holdings (other than BA, CA or Bidco) may liquidate or dissolve or change its legal form if Holdings determines in good faith that such action is in the best interests of Holdings and its Subsidiaries and is not materially disadvantageous to the Lenders.

8.5 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary of Holdings, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except for:

(a) the Disposition of obsolete or worn out property in the ordinary course of business;

(b) the sale of inventory in the ordinary course of business;

(c) Dispositions expressly permitted by Section 8.4 (other than Section 8.4 (d) or (e)), Section 8.6 or Section 8.8;

(d) the sale or issuance of any Subsidiary's Capital Stock to Holdings or any Wholly Owned Subsidiary Guarantor (provided that the Capital Stock of the BA Loan Parties may not be sold or issued to any Non-BA Loan Party other than Holdings);

(e) (i) any Subsidiary of Holdings (other than a BA Loan Party) may Dispose of its assets to BA, CA or any Wholly Owned Subsidiary Guarantor and (ii) any BA Loan Party may Dispose of its assets to another BA Loan Party that is a Wholly Owned Subsidiary of Holdings;

(f) Dispositions of cash or Cash Equivalents in the ordinary course of business in transactions not otherwise prohibited by this Agreement;

(g) non-exclusive licenses with respect to Intellectual Property, leases or subleases granted to or from third parties in the ordinary course of business that do not materially detract from the value of any Collateral or materially interfere with the ordinary conduct of the business of Holdings or any of its Subsidiaries;

(h) the abandonment, expiration or other Disposition of any Intellectual Property that in the reasonable judgment of any Subsidiary of Holdings is not material to the business of such Subsidiary or otherwise of material value;

(i) sales, transfers and dispositions of accounts receivable in connection with the compromise, settlement or collection thereof consistent with past practice;

(j) Dispositions resulting from casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of any Subsidiary of Holdings;

(k) the Disposition of other property having a fair market value not to exceed \$20,000,000 in the aggregate for the term of this Agreement for not less than the fair market value of such property; provided that (i) 75% of the consideration received in connection therewith consists of cash or Cash Equivalents and (ii) the proceeds of such Disposition are applied in accordance with Section 4.2(c); provided, further, that the maximum amount of Dispositions permitted to be made by BA and its Subsidiaries pursuant to this clause (k) shall not exceed \$8,750,000 in the aggregate for the term of this Agreement;

(l) Dispositions of property made in the ordinary course of business by a Subsidiary of Holdings to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property by such Subsidiary or (ii) the proceeds of such Disposition are promptly applied by such Subsidiary to the purchase price of such replacement property;

(m) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(n) (i) Dispositions of licenses to air-to-ground spectrum and assets related thereto to Bidco and (ii) Dispositions by BA to CA of assets acquired in connection with the Airfone Acquisition (as defined in Section 8.8(r)); and

(o) (i) Dispositions of the assets listed on Schedule 8.5 in connection with Sale-Leaseback Transactions and (ii) Dispositions of cell towers acquired after the Closing Date in connection with Sale-Leaseback Transactions.

8.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distributions in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Borrower or any Subsidiary of any Borrower (collectively, "Restricted Payments"), except:

(a) Restricted Payments made (i) by any Subsidiary of BA to BA or to any of BA's other Subsidiaries and (ii) by any Subsidiary of Holdings, other than BA or a Subsidiary of BA, to Holdings or to any of Holdings' other Subsidiaries and, in the case of both clauses (i) and (ii), to the other holders (if any) of Capital Stock of the Person making such Restricted Payment (on a no more than pro rata basis to such other holders (measured by value));

(b) Restricted Payments made, directly or indirectly, to Parent to (i) purchase Parent's Capital Stock from present or former officers or employees of any Group Member upon the death, disability or termination of employment of such officer or employee, and (ii) purchase, redeem or otherwise acquire any Capital Stock of Parent from employees, officers and directors of Holdings or any of its Subsidiaries, pursuant to the terms of any employee stock option, incentive stock, restricted stock or other similar plan; provided, that the aggregate amount of payments under this clause (b) (which, in the case of any payments made pursuant to clause (i), shall be net of any proceeds received by Parent after the date hereof in connection with resales of any Capital Stock so purchased) shall not exceed \$1,000,000 during any fiscal year or \$5,000,000 in the aggregate during the term of this Agreement;

(c) Restricted Payments made, directly or indirectly, to Parent, so that the Parent may pay, without duplication, (i) Parent Expenses, (ii) if Holdings is properly classified as a pass-through entity for U.S. federal income tax purposes or is a member of a group filing a consolidated return with Parent as the parent of such group, federal, state and local income Taxes which are due and payable by Parent but only to the extent such taxes are attributable to income or gain (taking into account any net losses and other tax attributes) of Holdings and any of its Subsidiaries that is a pass-through entity for U.S. federal income tax purposes or a member of a group filing such consolidated return, computed as if Holdings and such Subsidiaries file a separate consolidated return (or a separate return) and (iii) franchise or other Taxes required to maintain Holdings' or Parent's existence;

(d) Restricted Payments made by BA and its Subsidiaries to Holdings or any Subsidiary of Holdings in an aggregate amount not to exceed the portion, if any, of the Available Basket Amount on the date of such Restricted Payments that BA elects to apply to this Section 8.6(d); provided that at the time of any such Restricted Payment, both before and after giving effect thereto (i) no Specified Event of Default shall have occurred and be continuing or would result therefrom and (ii) the Borrowers and their respective Subsidiaries shall have Liquidity of at least \$10,000,000 at the time of such Restricted Payment;

(e) repurchases of Capital Stock of any Group Member deemed to occur upon the cashless exercise of stock options or warrants if such Capital Stock represents a portion of the exercise price of such options or warrants;

(f) dividend payments or other distributions to the extent payable in the Capital Stock of such Person (so long as no Event of Default would result therefrom, including as a result of the dividend or distribution of Capital Stock other than Qualified Capital Stock not otherwise permitted by Section 8.2, or dividend payments or distributions that would cause a Change of Control);

(g) to the extent constituting Restricted Payments, the Borrowers and their respective Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 8.4; and

(h) Restricted Payments deemed to be made as a result of a reduction (whether by return, write-off or otherwise) in the amount of any Investment expressly permitted to be made pursuant to Section 8.8(s).

8.7 Capital Expenditures. With respect to BA and its Subsidiaries, make or commit to make any Capital Expenditure , except (a) Capital Expenditures of BA and its Subsidiaries in any fiscal year ending on each of the dates indicated below or such partial year as may otherwise be indicated, in an aggregate amount not in excess of the corresponding amount set forth below for such period; provided, that (i) up to 50% of any such amount referred to above, if not so expended in the fiscal year for which it is permitted, may be carried over for expenditure in the next succeeding fiscal year and (ii) Capital Expenditures made pursuant to this clause (a) during

any fiscal year shall be deemed made, first, in respect of amounts carried over from the prior fiscal year pursuant to subclause (i) above and, second, in respect of amounts permitted for such fiscal year as provided above, and (b) Capital Expenditures made with the proceeds of any Reinvestment Deferred Amount.

<u>Period</u>	<u>Maximum Capital Expenditures</u>
Closing Date through Fiscal Year Ending December 31, 2012	\$ 5,000,000
Fiscal Year Ending December 31, 2013	\$ 7,600,000
Fiscal Year Ending December 31, 2014	\$ 8,500,000
Fiscal Year Ending December 31, 2015	\$ 9,500,000
Fiscal Year Ending December 31, 2016	\$ 8,500,000
Fiscal Year Ending December 31, 2017 and each Fiscal Year thereafter	\$ 8,500,000

Notwithstanding the foregoing, BA and its Subsidiaries may make additional Capital Expenditures in an aggregate amount not to exceed the portion, if any, of the Available Basket Amount on the date of the making of such Capital Expenditure that BA elects to apply to this last paragraph of Section 8.7; provided that at the time of any such Capital Expenditure, both before and after giving effect thereto, no Specified Event of Default shall have occurred and be continuing or would result therefrom. Notwithstanding anything herein to the contrary, this Section 8.7 shall only apply to Capital Expenditures made or committed to be made by BA and its Subsidiaries.

8.8 Investments. Make any advance, loan, extension of credit (by way of guaranty, pledging of assets or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business line or unit of, or a division of, or make any other investment in, any Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit in the ordinary course of business;

(b) Investments in cash and Cash Equivalents;

(c) Guarantee Obligations expressly permitted by Section 8.2;

(d) loans and advances to employees of any Group Member in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount not to exceed \$500,000 in the aggregate at any one time outstanding;

(e) subject to the last paragraph of this Section 8.8, Investments by any BA Loan Party in BA or any of BA's Subsidiaries; provided that (i) any such Investments made pursuant to this clause (e) in a Domestic Subsidiary shall be in a Wholly Owned Subsidiary and (ii) any such Investments made pursuant to this clause (e) in a Foreign Subsidiary shall not exceed \$5,000,000 in the aggregate at any one time outstanding;

- (f) subject to the last paragraph of this Section 8.8, Investments by any Group Member that is not a BA Loan Party in any other Group Member (including in any BA Loan Party); provided that any such Investments made pursuant to this clause (f) in a Domestic Subsidiary shall be in a Wholly Owned Subsidiary;
- (g) Investments in the ordinary course of business consisting of endorsements for collection or deposit;
- (h) subject to the last paragraph of this Section 8.8, Permitted Acquisitions; provided that any such Permitted Acquisitions resulting in the acquisition or formation of a Domestic Subsidiary shall be a Wholly Owned Subsidiary;
- (i) Investments consisting of Hedge Agreements permitted by Section 8.12;
- (j) Investments existing as of the Closing Date and set forth in Schedule 8.8 and any extension or renewal thereof; provided that the amount of any such Investment is not increased at the time of such extension or renewal except as otherwise permitted by this Section 8.8;
- (k) Investments received in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, suppliers or customers arising in the ordinary course of business;
- (l) Investments received as consideration in connection with Dispositions permitted under Section 8.5;
- (m) subject to the last paragraph of this Section 8.8, in addition to Investments otherwise expressly permitted by this Section, Investments in an aggregate amount (valued at cost) not to exceed \$10,000,000 outstanding at any time;
- (n) subject to the last paragraph of this Section 8.8, Investments by BA or any of its Subsidiaries in an aggregate amount not to exceed the portion, if any, of the Available Basket Amount on the date of the making of such Investment that BA elects to apply to this Section 8.8(n); provided that (i) the Borrowers and their Subsidiaries shall have Liquidity of at least \$10,000,000 immediately prior to, and after giving effect to, any such Investment made pursuant to this clause (n) and (ii) any such Investments made pursuant to this clause (n) in a Domestic Subsidiary of BA shall be in a Wholly Owned Subsidiary;
- (o) Investments constituting (i) accounts receivable arising or (ii) deposits made in connection with the purchase price of goods or services, and lease, utility and other similar deposits, in each case in the ordinary course of business;
- (p) advances of payroll payments to employees of Holdings or its Subsidiaries in the ordinary course of business;
- (q) existing Investments of a Subsidiary of Holdings acquired after the Closing Date or of a Person merged or consolidated with or into a Subsidiary of Holdings in accordance with Section 8.4 after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(r) the acquisition of the Airfone radiotelephone service unit from LiveTV, LLC (the "Airfone Acquisition") pursuant to the Purchase Agreement dated as of April 20, 2012 among BA, LiveTV, LLC and LiveTV Airfone, LLC, as in effect on the Closing Date; and

(s) Investments made in lieu of any Restricted Payment expressly permitted by Section 8.6(b) or Section 8.6(c).

With respect to Sections 8.8(e), (f), (h), (m) and (n), Investments by the Loan Parties in Subsidiaries that are not Loan Parties and (with respect only to Section 8.8(n)) Investments by BA or any of its Subsidiaries in Persons that are not Group Members: (1) shall not exceed an aggregate amount (valued at cost) of \$200,000,000 for the term of this Agreement (provided that such amount shall be increased by (x) \$75,000,000 after the second anniversary of the Closing Date and (y) the net cash proceeds (up to a maximum of \$50,000,000) of any issuance or sale of Qualified Capital Stock of Parent that are contributed to Holdings); (2) shall not be permitted if, at the time of any such Investment, both before and after giving effect thereto, a Specified Event of Default shall have occurred and be continuing or would result therefrom; (3) if consisting of Indebtedness, shall be evidenced by, and subject to the provisions of, the Intercompany Note; (4) if consisting of an Investment that is in (or that results in the acquisition or formation of) a Foreign Subsidiary and that is made in reliance on Section 8.8(f), (h) or (n), shall be in a direct or indirect Foreign Subsidiary of Holdings, including any Subsidiary of CA but excluding any Subsidiary of BA, and shall be used for the purpose of extending CA's line of business to foreign markets in compliance with Section 8.16 and (5) shall not be permitted if the Borrowers and their Subsidiaries do not have Liquidity of at least \$10,000,000 immediately prior to, and after giving effect to, any such Investment.

8.9 Optional Payments and Modifications of Certain Debt Instruments and Material Agreements. (a) Make any distribution, whether in cash, property, securities or a combination thereof, other than regular scheduled payments of principal and interest as and when due (to the extent not prohibited by applicable subordination provisions), in respect of, or pay, or commit to pay, or directly or indirectly redeem, repurchase, retire or otherwise acquire for consideration, or set apart any sum for the aforesaid purposes, any Subordinated Indebtedness except refinancings of such Subordinated Indebtedness permitted by Section 8.2.

(b) Amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any Organizational Document of Holdings or any of its Subsidiaries or any Pledged Company if such amendment, modification, waiver or change could reasonably be expected to have a Material Adverse Effect.

(c) Amend, modify, waive, terminate or otherwise change, or consent or agree to any amendment, modification, waiver, termination or other change to, any of the terms of any Lease to which Holdings or any of its Subsidiaries is a party if such amendment, modification, waiver, termination or change could reasonably be expected to have a Material Adverse Effect.

(d) Amend, modify, waive, supplement, terminate or otherwise change (including by entering into a separate agreement), or consent or agree to any amendment, modification, waiver, supplement, termination or other change (including by entering into a separate agreement) to, any of the terms of any Lease and Services Document (including pricing and fees under the Services Agreement) in a manner adverse in any material respect to the Lenders, the Administrative Agent or the Collateral Agent (provided that (i) any increase in pricing for the same level of services under the Services Agreement and (ii) any amendment, modification, waiver, termination or change providing for a reduced scope or quality of services under the Services Agreement, in each case shall be deemed to be adverse to the Lenders in a material respect).

8.10 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees (collectively for purposes of this Section 8.10, “transactions”), with any Affiliate other than (a) transactions by or among any of the Group Members and not involving any other Affiliate; provided that in any such transaction involving BA Loan Parties, such transaction either is fair to such BA Loan Parties from a financial point of view in the good faith judgment of BA or is not materially less favorable, taken as a whole, to the BA Loan Parties, taken as a whole, than could reasonably be expected to be obtained from a Person that is not an Affiliate; provided, further, that, without limitation of the foregoing proviso, in any such transaction involving Loan Parties and Group Members that are not Loan Parties, such transaction either is fair to the Loan Parties, taken as a whole, from a financial point of view in the good faith judgment of BA or is not materially less favorable, taken as a whole, to the Loan Parties, taken as a whole, than could reasonably be expected to be obtained from a Person that is not an Affiliate, (b) transactions by or among Holdings or any of its Subsidiaries, on the one hand, with an Affiliate or Affiliates that are not Holdings or any of its Subsidiaries, on the other hand, on terms not materially less favorable, taken as a whole, to Holdings and its Subsidiaries, taken as a whole, than could be obtained in an arm’s-length transaction with a Person that is not an Affiliate thereof, (c) the Transactions and the payment of fees and expenses related to the Transactions, (d) payments and/or pass-through of costs between Loan Parties with respect to payroll and other operating expenses and costs shared between such Loan Parties consistent with past practice with adjustments to take into account increases in costs and changes in the businesses of such Loan Parties in BA’s reasonable discretion, (e) employment, incentive, benefit and severance arrangements between Subsidiaries of Holdings and their respective officers and employees in the ordinary course of business, (f) transactions pursuant to permitted agreements in existence on the Closing Date and set forth on Schedule 8.10, or any amendment thereto to the extent such an amendment is permitted by Section 8.9 or not adverse to the Lenders in any material respect, (g) the performance by any Group Member of its obligations under the terms of any of its Organizational Documents and (h) Indebtedness, Dispositions, Restricted Payments and Investments expressly permitted pursuant to Sections 8.2, 8.5(e), 8.5(n), 8.6 and 8.8, respectively, and transactions expressly permitted pursuant to Section 8.4.

8.11 Sales and Leasebacks. Enter into any arrangement, directly or indirectly, with any Person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (each, a “Sale-Leaseback Transaction”) unless (a) the sale or transfer of such property is permitted by Section 8.5 and (b) any Capital Lease Obligations or Liens arising in connection therewith are permitted by Section 8.2 and Section 8.3, as the case may be.

8.12 Hedge Agreements. Enter into any Hedge Agreement, except (a) Hedge Agreements entered into in the ordinary course of business consistent with prudent business practice and not for speculative purposes to hedge or mitigate risks to which any Subsidiary of Holdings has actual exposure (other than those in respect of Capital Stock) and (b) Hedge Agreements entered into in the ordinary course of business consistent with prudent business practice and not for speculative purposes in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of any Borrower or any Subsidiary of any Borrower.

8.13 Changes in Fiscal Periods. Permit the fiscal year of the Borrowers to end on a day other than December 31 or change the Borrowers' method of determining fiscal quarters.

8.14 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits, limits or imposes any condition upon the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure the Obligations other than (a) this Agreement and the other Loan Documents, (b) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), (c) customary provisions restricting assignment of or grant of a security interest in any agreement entered into in the ordinary course of business, (d) customary joint venture agreements relating to purchase options, rights of first refusal or call or similar rights of a third party that owns Capital Stock in such joint venture, (e) any agreement or instrument of a Person, or relating to Indebtedness (including any Guarantee Obligations in respect thereof) or Capital Stock of a Person, which Person is acquired by any Borrower or any Borrower's Subsidiaries after the Closing Date (except to the extent that such agreement or instrument was incurred to finance, or otherwise in connection with or in contemplation of, such acquisition); provided that any such agreement or instrument and the prohibitions, limitations and impositions set forth therein shall be applicable only to the relevant Person so acquired and its assets and shall not be applicable to any other Person or any other assets, (f) any agreement or instrument (a "Refinancing Agreement") effecting a Permitted Refinancing of Indebtedness incurred or outstanding pursuant or relating to, or that otherwise extends, renews, refunds, refinances or replaces, any agreement or instrument referred to in Sections 8.14(a), 8.14(e), this Section 8.14(f) or Section 8.14(i) (an "Initial Agreement") or that is, or is contained in, any amendment, supplement or other modification to an Initial Agreement or Refinancing Agreement (a "Refinancing Amendment"); provided, however, that the encumbrances and restrictions contained in any such Refinancing Agreement or Refinancing Amendment taken as a whole are not less favorable to the Lenders than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such Refinancing Agreement or Refinancing Amendment relates, (g) (i) any agreement, permit, license or instrument that restricts in a customary manner the assignment or transfer thereof, or the subletting, assignment or transfer of any property, right or asset subject thereto or (ii) any agreement with customers or suppliers entered into in the ordinary course of business that

impose restrictions with respect to cash or other deposits, (h) restrictions by reason of any applicable law, rule, regulation or order, or required by any regulatory authority having jurisdiction over Holdings or any of its Subsidiaries or any of their businesses and (i) agreements described on Schedule 8.14 (provided that any prohibition or limitation shall only be effective against the assets constituting collateral for such agreements as of the Closing Date).

8.15 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of Holdings to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, Holdings or any Subsidiary of Holdings, (b) make loans or advances to, or other Investments in, Holdings or any Subsidiary of Holdings or (c) transfer any of its assets to Holdings or any other Subsidiary of Holdings, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions or conditions with respect to a Subsidiary of Holdings (other than BA or CA) imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary; provided that such restrictions or conditions apply only to the Subsidiary that is to be Disposed or the assets that are to be Disposed and such Disposition is permitted hereunder, (iii) with respect to clause (c) above, customary provisions restricting assignment of any agreement entered into in the ordinary course of business, (iv) with respect to clause (c) above, restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted to be incurred under this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (v) with respect to clause (c) above, customary joint venture agreements relating to purchase options, rights of first refusal or call or similar rights of a third party that owns Capital Stock in such joint venture, (vi) obligations binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary of a Borrower after the Closing Date, so long as such restriction was not entered into in connection or in contemplation of such Person becoming a Subsidiary, or any permitted amendment, renewal, extension or refinancing of any such restriction so long as the terms of any such amendment, renewal, extension or refinancing, taken as a whole, are not more restrictive than such restriction; provided that any such restriction shall only be applicable to the relevant Subsidiary so acquired and shall not be applicable to any other Person, (vii) Indebtedness of a Subsidiary of Holdings which is not a Loan Party which is permitted by Section 8.2, (viii) customary restrictions in leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto and (ix) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

8.16 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which Holdings and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related, complementary or ancillary thereto (or a reasonable extension or expansion thereof).

8.17 Business of Holdings. Notwithstanding anything herein to the contrary, with respect to Holdings, (a) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of BA, CA, Bidco and its other Subsidiaries, (b) incur, create, assume or suffer to exist any Indebtedness, Guarantee Obligations or other liabilities, except (i) obligations

imposed by Requirement of Law, (ii) pursuant to the Loan Documents to which it is a party, (iii) other liabilities incidental to its existence and permitted business and activities, (iv) Indebtedness (which shall be subordinated to the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent) owed to Parent or any of Parent's Subsidiaries (other than BA and BA's Subsidiaries except to the extent expressly permitted by Section 8.2 and Section 8.8) and (v) Guarantee Obligations in respect of Indebtedness permitted pursuant to Section 8.2; provided that, if such Indebtedness is Subordinated Indebtedness, then the Guarantee Obligations in respect of such Indebtedness shall be subordinated to the same degree, if any, or to a greater degree as such Indebtedness is subordinated to the Obligations, (c) own, lease, manage or otherwise operate any properties or assets (including cash and Cash Equivalents (other than cash and Cash Equivalents received in connection with (x) Restricted Payments and Investments made by any Subsidiary of Holdings in accordance with Section 8.6 and Section 8.8, respectively, pending application in the manner contemplated by said Sections and (y) dividends, contributions, loans or other advances (which, in the case of loans or other advances, shall be subordinated to the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent) made by Parent or any of Parent's Subsidiaries (other than BA and BA's Subsidiaries except to the extent expressly permitted by Section 8.6 and Section 8.8) to Holdings to the extent such Subsidiaries are permitted to make such Investments in, or Restricted Payments to, Holdings hereunder)) other than the ownership of shares of Capital Stock of BA, CA, Bidco and its other Subsidiaries and any activities incidental to its ownership of such Capital Stock, (d) create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except for Liens created pursuant to the Security Documents and Liens permitted under Section 8.3 imposed by any Requirement of Law and (e) enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of, all or substantially all of its property or business.

8.18 Business of Bidco. Notwithstanding anything herein to the contrary, with respect to Bidco, (a) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its role as (A) licensee of the FCC Licenses and (B) lessor of the FCC Licenses pursuant to the Intercompany Lease Agreement, (b) incur, create, assume or suffer to exist any Indebtedness, Guarantee Obligations or other liabilities, except (i) obligations imposed by Requirement of Law, (ii) pursuant to the Loan Documents and Lease and Services Documents to which it is a party, (iii) other liabilities incidental to its existence and permitted business and activities, (c) create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except for Liens created pursuant to the Security Documents and Liens permitted under Section 8.3 imposed by any Requirement of Law, (d) enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business and (e) Dispose of any of the FCC Licenses.

SECTION 9. EVENTS OF DEFAULT

9.1 Events of Default. If any of the following events shall occur and be continuing:

(a) the Borrowers shall fail to pay (or to have paid on their behalf) any principal of any Loan when due in accordance with the terms hereof; or the Borrowers shall fail to pay any interest on any Loan, or any other amount payable hereunder or under any other Loan Document, within five days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect (or in any respect if qualified by materiality or “Material Adverse Effect”) on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in Section 7.4(a)(i) (with respect to the Borrowers only), Section 7.7(a) or Section 8 of this Agreement; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of 30 days (or 5 days in the case of Section 7.14 and Section 7.15) after the earlier of (i) notice to the Borrowers from the Administrative Agent or the Required Lenders or (ii) knowledge thereof by any Responsible Officer of any Borrower; or

(e) any Group Member (i) defaults in making any payment of any principal or interest of any Material Indebtedness other than Indebtedness owed to another Group Member on the scheduled or original due date with respect thereto beyond the period of grace, if any, provided in the instrument or agreement under which such Material Indebtedness was created; or (ii) defaults in the observance or performance of any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Material Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Material Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Material Indebtedness constituting a Guarantee Obligation) to become payable; provided, that this clause (ii) shall not apply to secured Material Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Material Indebtedness; or

(f) (i) any Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii)

there shall be commenced against any Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismitted, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against any Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) any Borrower or any of its Subsidiaries (other than any Immaterial Subsidiary) shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Borrowers or any of their respective Subsidiaries (other than any Immaterial Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) any failure to meet the minimum funding standards of Sections 412 and 430 of the Code and Sections 302 and 303 of ERISA or any failure to make by its due date a required installment of a material amount under Section 430(j) of the Code with respect to any Plan or any failure to make any required contribution of a material amount to a Multiemployer Plan) or any filing pursuant to Section 412(c) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (ii) any Group Member shall engage in any "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (iii) a determination that any Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Code or Section 303 of ERISA), (iv) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee could reasonably be likely to result in the termination of such Plan for purposes of Title IV of ERISA, (v) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (vi) a determination that any Multiemployer Plan is, or is reasonably expected to be, in "critical" or "endangered" status under Section 432 of the Code or Section 305 of ERISA, or (vii) any Group Member or any Commonly Controlled Entity shall, or is reasonably likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan; and in each case in clauses (ii) through (vii) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against any Group Member and the same shall not have been vacated, discharged, stayed or bonded pending appeal within 45 days from the entry thereof and any such judgments or decrees either (i) is for the payment of money, individually or in the aggregate (not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage), of \$5,000,000 or more or (ii) is for injunctive relief and could reasonably be expected to have a Material Adverse Effect, or

(i) any of the Loan Documents shall cease, for any reason, to be in full force and effect in accordance with its terms, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby, or any Loan Party or any Affiliate of any Loan Party shall so assert except (i) as a result of the release of any Loan Party or the lease, sale or other disposition of other Collateral in a transaction permitted under the Loan Documents, (ii) as a result of the Collateral Agent's failure to maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents or (iii) with respect to Collateral of *de minimis* value; or

(j) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) any Subordinated Indebtedness or any guarantees thereof, individually or in the aggregate, in excess of \$5,000,000, shall cease, for any reason, to be validly subordinated to the Obligations or any Loan Party or any Affiliate of any Loan Party or the agent in respect of the Subordinated Indebtedness shall so assert; or

(l) any Governmental Authorization of a Group Member or any provision thereof shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void or any Group Member shall fail to maintain any such Governmental Authorization in accordance with the terms and provisions therein or shall fail to renew the FCC Licenses prior to the expiration thereof if such declaration or failure could reasonably be expected to have a Material Adverse Effect; or

(m) there shall have occurred a Change of Control; or

(n) with respect to any Lease and Services Document, (1) Bidco or CA shall default in the observance or performance of any agreement contained in such Lease and Services Document that would permit termination of such Lease and Services Document, and such default shall continue unremedied for a period of 30 days after notice to any Borrower from the Administrative Agent or the Required Lenders or (2) any Lease and Services Document shall cease, for any reason, to be in full force and effect, or any party thereto or any Affiliate of any party thereto shall so assert;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to any Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement (including the Applicable Premium) and the other Loan Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, any or all of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrowers, declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrowers, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement (including the Applicable Premium) and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable, without presentment,

demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding, and the Administrative Agent and the Collateral Agent shall have the right to take all or any actions and exercise any remedies available under the Loan Documents or applicable law or in equity.

SECTION 10. THE AGENTS

10.1 Appointment. Each Lender hereby irrevocably designates and appoints each Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes such Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are delegated to such Agent by the terms of this Agreement and the other Loan Documents, together with such other powers and actions as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender or other Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against any Agent. The provisions of this Section 10 are solely for the benefit of the Agents and the Lenders and neither the Borrowers nor any other Loan Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” (or any other similar term) herein or in any other Loan Documents with reference to the Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

10.2 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by such Agent. Each Agent and any such sub agent of such Agent may perform any and all of its duties and exercise its rights and powers by or through its respective Related Parties and those of such Person’s Affiliates. The exculpatory provisions of this Section 10 shall apply to any such sub agent and to the Related Parties of such Person and that of such Person’s Affiliates of each Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the Facility as well as their activities as the Agents. No Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

10.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates shall (i) be liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person’s own gross negligence or willful misconduct), (ii) be responsible in any manner to any of the Lenders or any other Secured Party for or have a duty to ascertain or

inquire into (A) any statement, warranty or representation made in or in connection with this Agreement, any other Loan Document, any Specified Hedge Agreement or any Specified Cash Management Agreement, (B) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (C) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, any Specified Hedge Agreement, any Specified Cash Management Agreement or the occurrence of any Default or Event of Default, (D) the validity, enforceability, effectiveness or genuineness of any Loan Document, any Specified Hedge Agreement, any Specified Cash Management Agreement or any other agreement, instrument or document, or (E) the satisfaction of any condition set forth in Section 6 or elsewhere in any Loan Document, any Specified Hedge Agreement or any Specified Cash Management Agreement, other than to confirm receipt of items expressly required to be delivered to such Agent, (iii) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that such Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under United States Bankruptcy Code, state bankruptcy law or similar law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any United States Bankruptcy Code, state bankruptcy law or similar law or (iv) not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the Person serving as an Agent or any of its Affiliates in any capacity. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement or any other Loan Document, any Specified Hedge Agreement or any Specified Cash Management Agreement, or to inspect the properties, books or records of any Loan Party or any other Person.

10.4 Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, teletype, telex or teletype message, statement, order or other document or other writing (including any electronic message, Internet or intranet website posting or other distribution) or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrowers), independent accountants and other experts selected by such Agent and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes. Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or

in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans and all other Secured Parties. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless such Agent shall have received notice to the contrary from such Lender prior to the making of such Loan.

10.5 Notice of Default. No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless such Agent has received notice from a Lender or a Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or any other instructing group of Lenders specified by this Agreement); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Secured Parties.

10.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement, any Specified Hedge Agreement or any Specified Cash Management Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, any Specified Hedge Agreement or any Specified Cash Management Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any Affiliate of a Loan Party that may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

10.7 Indemnification. To the extent that the Borrowers for any reason fail to indefeasibly pay any amount required under Section 11.5 to be paid by it to any Agent Related Party (or any sub-agent thereof), each Lender severally agrees to pay to such Agent Related Party (or any such sub-agent thereof) such Lender's Aggregate Exposure Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that (a) the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against any Agent Related Party (or any such sub-agent thereof) and (b) no Lender shall be liable for the payment of any portion of such unreimbursed expense or indemnified loss, claim, damage, liability or related expense that is found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct (and no action taken in accordance with the directions of the Required Lender shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section). The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

10.8 Agent in Its Individual Capacity. Each Person serving as an Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Person were not an Agent and, with respect to its Loans and Commitments, each such Person shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender", "Lenders", "Secured Party," and "Secured Parties" shall include each Agent in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Borrower or any Subsidiary of any Borrower or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.

10.9 Successor Agents. Either Agent may resign at any time by notifying the Lenders and the Borrowers. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 45 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent which shall be a financial institution with an office in New York, New York, or an Affiliate of any such financial institution. If no successor Agent has been appointed pursuant to the immediately preceding sentence by the 45th day after the date such notice of resignation was given by such Agent, such Agent's resignation shall nonetheless become effective (and such Agent shall be discharged from its duties and obligations hereunder (except that in the case of any collateral security held by the retiring Agent on behalf of the Secured Parties under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security as nominee until such time as a successor Agent is appointed)) and the Required Lenders shall thereafter perform all the duties of such Agent hereunder and/or under any other Loan Document until such time, if any, as the Required Lenders appoint a successor Administrative Agent and/or Collateral Agent, as the case may be. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder (if not already discharged therefrom as provided above). The fees payable by the Borrowers to a successor Agent shall be

the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Agent's resignation hereunder, the provisions of this Section 10 and Section 11.5 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while acting as Agent.

10.10 Agents Generally. Except as expressly set forth herein, no Agent shall have any duties or responsibilities hereunder in its capacity as such.

10.11 Lead Arrangers. Notwithstanding any other provision of this Agreement or any other Loan Document, each of the Lead Arrangers is named as such for recognition purposes only, and in their respective capacities as such shall have no duties, responsibilities or liabilities with respect to this Agreement or any other Loan Document; it being understood and agreed that each of the Lead Arrangers shall be entitled to all indemnification and reimbursement rights in favor of the Agents provided herein and in the other Loan Documents. Without limitation of the foregoing, neither of the Lead Arrangers in their respective capacities as such shall, by reason of this Agreement or any other Loan Document, have any fiduciary relationship in respect of any Lender, Loan Party or any other Person.

10.12 Insolvency or Liquidation Proceedings. In case of the pendency of any Insolvency of Liquidation Proceeding or any other judicial proceeding relative to any Loan Party, each Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether such Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention or otherwise in such proceeding or otherwise (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Secured Parties and the Agents and their respective agents and counsel and all other amounts due to the Secured Parties and Agents under Section 11.5) allowed in such judicial proceeding and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same and, in either case, any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each other Secured Party to make such payments to such Agent and, in the event that such Agent shall consent to the making of such payments directly to the Secured Parties, to pay to such Agent any amount due for the reasonable compensation, expenses, disbursements and advances of such Agent and its agents and counsel, and any other amounts due such Agent under Section 11.5.

10.13 Withholding Tax. To the extent required by any Requirement of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If any payment has been made to any Lender by the Administrative Agent without the applicable withholding Tax being withheld from such payment and the Administrative Agent has paid over the applicable withholding Tax to the Internal Revenue Service or any other Governmental Authority, or the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly

withhold Tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding Tax ineffective or for any other reason, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, unless such amounts have been indemnified by any Loan Party.

10.14 Cash Management Banks and Qualified Counterparties. No Cash Management Bank or Qualified Counterparty that obtains the benefits of the Security Documents or any Collateral by virtue of the provisions hereof or of the Security Documents shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Section 10 to the contrary, the Administrative Agent and the Collateral Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Specified Cash Management Agreements and Specified Hedge Agreements unless the Administrative Agent or the Collateral Agent, as applicable, has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent or the Collateral Agent, as applicable, may request, from the applicable Cash Management Bank or Qualified Counterparty, as the case may be.

SECTION 11.
MISCELLANEOUS

11.1 Amendments and Waivers. Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 11.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that amendments pursuant to Section 3.3 may be effected without the consent of the Required Lenders to the extent provided therein; provided, further, that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or (except as provided in Section 3.3) extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Loan, reduce the stated rate of any interest or forgive or reduce any interest or fee payable hereunder (except (x) in connection with the waiver of the applicability of any post-default increase in interest rates, which waiver shall be effective with the consent of the Required Lenders and (y) that any amendment or modification of the financial ratios or defined terms used in the financial ratios in this Agreement shall not constitute a reduction in the rate of interest or

fees for purposes of this clause (i) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 11.1 without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders or consent to the assignment or transfer by the Borrowers of any of their respective rights and obligations under this Agreement and the other Loan Documents, in each case without the written consent of all Lenders; (iv) release all or substantially all of the Collateral, release all or substantially all of the Collateral provided by BA and its Subsidiaries, release all or substantially all of the Collateral provided by CA and its Subsidiaries, release all or substantially all of the Collateral constituting the "air to ground network" infrastructure of CA and its Subsidiaries, release the Liens granted by Holdings on the Capital Stock or other equity interests issued by Bidco or release all or substantially all of the value of the guarantees provided by the Guarantors in the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders; (v) amend, modify or waive any provision of Section 4.8, Section 8.18(c), Section 8.18(e), Section 11.7(a) or Section 11.23 of this Agreement or Section 6.4 of the Guarantee and Collateral Agreement or amend, modify or waive the provisions of Section 4.2(d) governing the application of prepayments to remaining scheduled installments of principal due on the Loans, in each case without the written consent of all Lenders; (vi) amend, modify or waive any provision of Section 10 without the written consent of each Agent adversely affected thereby; (vii) amend, modify or waive any provision of Section 11.6 to further restrict any Lender's ability to assign or otherwise transfer its obligations hereunder without the written consent of all Lenders; (viii) amend, modify or waive (A) any provision of any Loan Document so as to alter the ratable treatment of Obligations under Specified Hedge Agreements with the other Obligations or (B) the definition of "Qualified Counterparty," "Specified Hedge Agreement," or "Obligations," in each case in a manner adverse to any Qualified Counterparty with Obligations then outstanding without the written consent of any such Qualified Counterparty; and (ix) amend, modify or waive (A) any provision of any Loan Document so as to alter the ratable treatment of Obligations under Specified Cash Management Agreements with the other Obligations or (B) the definition of "Cash Management Bank," "Specified Cash Management Agreement," or "Obligations," in each case in a manner adverse to any Cash Management Bank with Obligations then outstanding without the written consent of any such Cash Management Bank. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding anything herein or in any other Loan Document to the contrary, this Agreement and the other Loan Documents may be amended to cure any ambiguity, mistake, omission, defect, or inconsistency, in each case with the written consent of the relevant Loan Parties and the Administrative Agent but without the consent of any Lender.

Notwithstanding anything herein or in any other Loan Document to the contrary, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof (collectively, the “Additional Extensions of Credit”) to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

In addition, notwithstanding anything herein or in any other Loan Document to the contrary, this Agreement and the other Loan Documents may be amended with the written consent of the Administrative Agent, the Borrowers and the Lenders providing the relevant Replacement Loans (as defined below) to permit the refinancing of all outstanding Loans (“Refinanced Loans”) with a replacement term loan tranche hereunder (“Replacement Loans”); provided that (a) the aggregate principal amount of such Replacement Loans shall not exceed the aggregate principal amount of such Refinanced Loans, (b) the Applicable Margin for such Replacement Loans shall not be higher than the Applicable Margin for such Refinanced Loans, (c) the weighted average life to maturity of such Replacement Loans shall not be shorter than the weighted average life to maturity of such Refinanced Loans at the time of such refinancing and (d) all other terms applicable to such Replacement Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Loans than, those applicable to such Refinanced Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Loans in effect immediately prior to such refinancing.

Notwithstanding anything herein or in any other Loan Document to the contrary, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders or each directly affected Lender, as required, have approved any such amendment or waiver (and the definition of “Required Lenders” will automatically be deemed modified accordingly for the duration of such period); provided, that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest or fees owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this paragraph, will require the consent of such Defaulting Lender.

In the case of any amendment, waiver, supplement or modification to any of the Loan Documents for which the consent of the Required Lenders (or each Lender or each directly affected Lender, as the case may be) is required, each Lender that consents to such amendment, waiver, supplement or modification shall be entitled to the same fees or other compensation or consideration in connection therewith (whether in cash, securities, warrants, other Capital Stock or otherwise), as a percentage of its outstanding Loans, that is paid to other Lenders (as a percentage of such other Lenders’ Loans) consenting to such amendment, waiver, supplement or modification.

11.2 Notices; Electronic Communications. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except for electronic communication provided below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

(a) if to any Borrower, to it at Gogo Inc., 1250 N. Arlington Heights Road, Suite 500, Itasca, IL 60143, Attention: General Counsel, with a copy to Treasurer, Facsimile: 630-285-0191;

(b) if to the Administrative Agent or the Collateral Agent, to it at Morgan Stanley Senior Funding, Inc., 1585 Broadway, New York, NY 10036, Attention: Matt Cieslak, Facsimile: 212-507-6680, E-mail: msagency@ms.com; and

(c) if to a Lender, to it at its address (or fax number) set forth on Schedule 1.1 or in the Assignment and Assumption pursuant to which such Lender shall have become a party hereto.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications, to the extent provided in the immediately following paragraph, shall be effective as provided in said paragraph.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Section 2, 3 and 4 if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Sections 2, 3 and 4 by electronic communication. The Administrative Agent or any Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notices may be sent by electronic transmission and that the foregoing notice may be sent to such e-mail address.

Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto (provided that any Lender may change its address or facsimile number by notice solely to the Administrative Agent and the Borrowers).

The Borrowers agree that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "Platform"). The Platform is provided "as is" and "as available." The Administrative Agent and its Administrative Agent Parties do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by Administrative Agent or any of its Administrative Agent Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Administrative Agent Parties have any liability to the Borrowers or the other Loan Parties, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Borrower's, any Loan Party's or the Administrative Agent's transmission of communications through the Platform. "Communications" means, collectively, any notice, demand, communication, information, document or other material that any Loan Party provides to the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to this Section 11.2, including through the Platform.

The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

Each of the Borrowers hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on the Platform and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to Parent, the Borrowers,

their Affiliates or their respective securities) (each, a “Public Lender”). Each of the Borrowers hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrowers shall be deemed to have authorized the Administrative Agent and the Lenders to treat the Borrower Materials as not containing any material non-public information with respect to Parent, the Borrowers, their Affiliates or their respective securities for purposes of United States Federal and state securities laws (*provided, however*, that to the extent the Borrower Materials constitute Information, they shall be treated as set forth in Section 11.15); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated as “Public Investor;” and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not marked as “Public Investor.” Notwithstanding the foregoing, the following Borrower Materials shall be marked “PUBLIC”, unless the Borrowers notify the Administrative Agent promptly that any such document contains material non-public information: (1) the Loan Documents and (2) notification of changes in the terms thereof.

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable law, including United States Federal and state securities laws, to make reference to Communications that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to Parent, the Borrowers, their Affiliate or their respective securities for purposes of United States Federal or state securities laws.

11.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

11.5 Indemnification; Expenses. The Borrowers jointly and severally agree (a) to pay or reimburse each Agent for all its reasonable and documented out of pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees and disbursements of counsel to such Agent and filing and recording fees and

expenses, with statements with respect to the foregoing to be submitted to BA prior to the Closing Date (in the case of amounts to be paid on the Closing Date) and from time to time thereafter as such Agent shall deem appropriate, (b) to pay or reimburse each Lender and Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the reasonable and documented fees, charges and disbursements of counsel to each Lender and of counsel to such Agent, (c) to pay, indemnify, and hold each Lender and Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and Agent and their respective Affiliates and their respective officers, directors, employees, advisors, affiliates, agents, successors, partners, representatives and assigns (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents (regardless of whether such Person or any Loan Party is or is not a party to any such actions or suits and regardless of whether the Indemnitee is the plaintiff or defendant in such actions or suits) and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Properties and the reasonable and documented fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"); provided, that no Borrower shall have any obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee or such Indemnitee's controlled affiliates (including, without limitation, controlling persons) or any of its or their respective directors, officers and employees. Without limiting the foregoing, and to the extent permitted by applicable law, each of the Borrowers agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 11.5 shall be payable not later than 10 days after written demand therefor. Notwithstanding the foregoing, this Section 11.5 shall not apply to Taxes except as necessary to hold an Indemnitee harmless from and against any and all Indemnified Liabilities with respect to any non-Tax claim. The agreements in this Section 11.5 shall survive repayment of the Loans and all other amounts payable hereunder.

11.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (each such consent not to be unreasonably withheld, delayed or conditioned) of:

(A) BA; provided that no consent of BA shall be required for an (x) assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default under Section 9.1(a) or Section 9.1(f) has occurred and is continuing, any other Eligible Assignee or (y) any assignment prior to the completion of the primary syndication of the Facility (as determined by the Lead Arrangers) to Eligible Assignees identified by the Lead Arrangers to BA (and consented to by BA) on or prior to the Closing Date; and provided, further that such consent of BA shall have been deemed to have been given if BA has not responded within five Business Days of a request for such consent; and

(B) the Administrative Agent.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, an assignment effected by a Lead Arranger (or any of its Affiliates) in connection with the primary syndication of the Commitments or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 unless each of BA and the Administrative Agent otherwise consent; provided that (1) no such consent of BA shall be required if an Event of Default under Section 9.1(a) or Section 9.1(f) has occurred and is continuing, (2) that such consent of BA shall have been deemed to have been given if BA has not responded within five Business Days of a request for such consent and (3) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 (which may be waived by the Administrative Agent in its sole discretion) (it being understood that payment of only one processing fee shall be required in connection with simultaneous assignments to two or more Approved Funds); and

(C) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 4.9, 4.10, 4.11 and 11.5; provided, that such Lender continues to comply with the requirements of Sections 4.10(d) and (e)). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 11.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error), and the Borrowers, the Administrative Agent, the Collateral Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, the Collateral Agent and any Lender at the Administration Agent's office, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed administrative questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section (unless waived by the Administrative Agent in its sole discretion) and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless and until it has been recorded in the Register as provided in this paragraph. The date of such recordation of a transfer shall be referred to herein as the "Assignment Effective Date."

(vi) On or prior to the Assignment Effective Date, the assigning Lender shall surrender any outstanding Notes held by it all or a portion of which are being assigned. Any Notes surrendered by the assigning Lender shall be returned by the Administrative Agent to BA marked "cancelled".

(vii) With respect to any assignment after the completion of the primary syndication of the Facility (as determined by the Lead Arrangers), the Borrowers shall not be obligated to make any greater payment under Section 4.9 or Section 4.10 than the Borrowers would have been obligated to make in the absence of any such assignment, unless the Borrowers have expressly consented in writing to waive the benefit of this provision at the time of such assignment or such entitlement to receive a greater payment results from a Change in Law that occurs after the assignee becomes a Lender.

(c) (i) Any Lender may, without the consent of any Borrower or the Administrative Agent, sell participations to one or more banks or other entities (other than a natural person) (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) the Borrowers, the Administrative Agent, the Collateral Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, (D) no participation shall be permitted to be made to any Borrower, any of their respective Subsidiaries, any of their respective Affiliates, nor any officer or director of any such Person and (E) such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Loan Documents. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) (a) requires the consent of each Lender directly affected thereby pursuant to the second proviso to the second sentence of Section 11.1 and (b) directly affects such Participant or (2) requires the consent of all Lenders pursuant to the second proviso to the second sentence of Section 11.1. Subject to paragraph (c)(ii) of this Section, each Borrower agrees that each Participant shall be entitled to the benefits of Sections 4.9, 4.10 and 4.11 (subject to the obligations therein, including the requirements of Sections 4.10(d) and (e)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.7(b) as though it were a Lender; provided such Participant shall be subject to Section 11.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) No Borrower shall be obligated to make any greater payment under Section 4.9 or 4.10 than such Borrower would have been obligated to make in the absence of any participation sold to such Participant, unless BA has expressly consented in writing to waive the benefit of this provision at the time of the sale of such participation or such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Any Participant that would be a Non-U.S. Lender if it were a Lender shall not be entitled to the benefits of Section 4.10 unless such Participant agrees, for the benefit of the Borrowers, to comply with Sections 4.10(d) and (e) and Section 4.12 as though it were a Lender (it being understood that the documentation required under Sections 4.10(d) and (e) shall be delivered to the participating Lender).

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other Person, and may sell or securitize such obligations, and this Section shall not apply to any such pledge or assignment of a security interest or to any such sale or securitization; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. In addition, notwithstanding anything to the contrary contained herein, any Lender that is a Fund may (without the consent of or notice to the Administrative Agent or any Borrower) grant a security interest in all or any portion of the Loans owing to it and the Notes (if any) held by it to the trustee or other representative of holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee or other representative actually becomes a Lender in compliance with the other provisions of this Section, (i) no such pledge shall release the pledging Lender from any of its obligations under this Agreement and (ii) such trustee or other representative shall not be entitled to exercise any of the rights of a Lender under this Agreement and the Notes (if any) even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(e) The Borrowers, upon receipt of written notice from the relevant Lender, agree to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) No assignment or participation made or purported to be made to any Eligible Assignee or Participant shall be effective without the prior written consent of the BA if it would require any Borrower to make any filing with any Governmental Authority or qualify any Loan or Note under the laws of any jurisdiction, in each case as a result of any such Eligible Assignee or Participant electing to securitize obligations of such Eligible Assignee or Participant, as applicable, and the Borrowers shall be entitled to request and receive such information and assurances as they may reasonably request from any such Eligible Assignee or Participant to determine whether any such filing or qualification is required or whether any assignment or participation is otherwise in accordance with applicable law.

11.7 Sharing of Payments; Set-off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 9.1(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase or benefits shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates who is owed Obligations is hereby authorized at any time and from time to time, except to the extent prohibited by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of any Loan Party against any of and all the obligations of any Loan Party now or hereafter existing under this Agreement and other Loan Documents held by such Lender, irrespective of whether or not such Lender or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and its Affiliates under this Section 11.7(b) are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify BA and the Administrative Agent promptly after any such setoff and application made by the Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., ".pdf" or ".tif" format) shall be effective as delivery of a manually executed counterpart hereof.

11.9 Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

11.10 Integration. This Agreement, the other Loan Documents, the Lease and Services Documents and the engagement letter dated May 15, 2012 among Parent, BA and the Lead Arrangers represent the entire agreement of Parent, the Borrowers, the other Loan Parties, the Agents and the Lenders with respect to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. There are no promises, undertakings, representations or warranties by any Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or therein.

11.11 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

11.12 Submission To Jurisdiction; Waivers. Each of the Borrowers hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan, the courts of the United States for the Southern District of New York sitting in the Borough of Manhattan, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Borrower at its address set forth in Section 11.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover any special, exemplary, punitive or consequential damages.

Notwithstanding the foregoing, nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Loan Party or their respective properties in the courts of any jurisdiction.

11.13 No Fiduciary Duty. The Administrative Agent, the Collateral Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the “Lenders”), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm’s-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transactions or the process leading thereto.

11.14 Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, each of the Administrative Agent and the Collateral Agent is hereby irrevocably authorized by each Secured Party (without requirement of notice to or consent of any Secured Party except as expressly required by Section 11.1) to take any action requested by BA having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document (including, without limitation, the release of any Guarantor from its obligations if such Person ceases to be a Subsidiary of Holdings as a result of a transaction permitted hereunder) or that has been consented to in accordance with Section 11.1 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as the Discharge of the Obligations (as defined in the Guarantee and Collateral Agreement) has occurred, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Collateral Agent and each Loan Party under the Security Documents (including the Guarantee set forth therein) shall terminate, all without delivery of any instrument or performance of any act by any Person; provided, however, that the Collateral Agent shall execute and deliver to each Borrower, at such Borrower’s expense, all UCC termination statements, releases and similar documents reasonably requested by such Borrower to evidence such termination.

11.15 **Confidentiality.** Each of the Administrative Agent, the Collateral Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' officers, directors, employees and agents, including accountants, legal counsel, numbering, administration and settlement service providers and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested or required by any regulatory authority or quasi-regulatory authority (such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) in connection with the exercise of any remedies hereunder or under the other Loan Documents or any suit, action or proceeding relating to the enforcement of its rights hereunder or thereunder, (e) subject to an agreement containing provisions substantially the same or no less restrictive than as those of this Section 11.15, to (i) any actual or prospective assignee of or participant in any of its rights or obligations under this Agreement and the other Loan Documents or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower or any Subsidiary of any Borrower or any of their respective obligations, (f) with the consent of BA or (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 11.15. "**Information**" shall mean all information received from any Borrower and related to the Borrowers or their business, other than any such information that was available to the Administrative Agent, the Collateral Agent or any Lender on a non-confidential basis prior to its disclosure by any Borrower; *provided* that, in the case of Information received from any Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 11.15 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord its own confidential information.

11.16 WAIVERS OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT, BREACH OF DUTY, COMMON LAW, STATUTE OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES IT JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

11.17 Patriot Act Notice. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the Patriot Act.

11.18 No Third Party Beneficiaries. Nothing in this Agreement or the other Loan Documents, express or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective permitted successors and assigns, the Indemnitees, Participants to the extent expressly contemplated hereby and Agent Related Parties) any legal or equitable right, remedy, obligation, liability or claim under or by reason of this Agreement or the other Loan Documents.

11.19 Communications Law Matters. Notwithstanding anything to the contrary contained in any of the Loan Documents or the Lease and Services Documents, none of the Administrative Agent, the Collateral Agent or the Lenders, nor any of their agents, will take any action pursuant to this Agreement or any of the Loan Documents or the Lease and Services Documents that would constitute or result in any assignment of the Communications Licenses or any transfer of control thereof, within the meaning of Section 310(d) of the Communications Act or other Communications Law, if such assignment of license or transfer of control thereof would require thereunder the prior approval of the FCC, without first obtaining such approval of the FCC. Notwithstanding anything to the contrary contained herein or in any of the Loan Documents or the Lease and Services Documents, the parties hereto hereby acknowledge that the FCC does not permit the grant of a third party non-governmental security interest, or the creation of any other Lien, in an FCC license, permit or authorization itself; thus, any security interest in the Collateral granted under any of the Loan Documents, to the extent it relates to any of the Governmental Authorizations issued by the FCC, is granted only to the extent permitted by applicable law.

11.20 Joint and Several Liability. In consideration of the establishment of the Commitments and the making of the Loans hereunder, and of the benefits to BA and each of the other Borrowers that are anticipated to result from the successful operation of the business of BA and each of the other Borrowers, BA and each of the other Borrowers agrees that, notwithstanding any other provision contained herein or in any other Loan Document, it will be a co-borrower hereunder and shall be fully liable for the payment in full in cash of all the Obligations, both severally and jointly with the other Borrowers. Accordingly, each Borrower irrevocably agrees with each Lender, the Administrative Agent and the Collateral Agent that such Borrower will make prompt payment in full in cash when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) of the Obligations strictly in accordance with the terms thereof. BA and each of the other Borrowers hereby further agrees that if any Loan Party shall fail to pay in full in cash when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) any of the Obligations, BA and each other Borrower will promptly pay the same in full in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full in cash when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

11.21 Obligations Unconditional. (a) The obligations of BA and each of the other Borrowers under Section 11.20 are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of any Borrower under this Agreement or any other Loan Document, or any substitution, release or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 11.21 that the obligations of BA and each other Borrower hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, each of BA and the other Borrowers agrees that its obligations under Section 11.20 shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives, all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not such Borrower has knowledge thereof):

(i) the validity or enforceability of this Agreement or any other Loan Document or any Specified Hedge Agreement or any Specified Cash Management Agreement, any of the Obligations or any guarantee or right of offset with respect thereto at any time or from time to time held by any Secured Party;

(ii) any renewal, extension or acceleration of, or any increase in the amount of the Obligations, or any amendment, supplement, modification or waiver of, or any consent to departure from, the Loan Documents or any Specified Hedge Agreement or any Specified Cash Management Agreement;

(iii) any failure or omission to assert or enforce or agreement or election not to assert or enforce, delay in enforcement, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under any of the Loan Documents, any Specified Hedge Agreement or any Specified Cash Management Agreement, at law, in equity or otherwise) with respect to the Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Obligations;

(iv) any change, reorganization or termination of the corporate structure or existence of BA or any other Borrower or any of their Subsidiaries and any corresponding restructuring of the Obligations;

(v) any settlement, compromise, release, or discharge, or acceptance or refusal of any offer of payment or performance with respect to, or substitution for, the Obligations or subordination of the Obligations to any other obligations;

(vi) the validity, perfection, non-perfection or lapse in perfection, priority or avoidance of any security interest or lien, the release of any or all collateral securing, or purporting to secure, the Obligations or any other impairment of such collateral;

(vii) the exercise of remedies with respect to any security for the Obligations (including, without limitation, the Collateral) at such time and in such order and in such manner as the Collateral Agent and the other Secured Parties may decide and whether or

not every aspect thereof is commercially reasonable and whether or not such action constitutes an election of remedies and even if such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy that BA or any other Borrower would otherwise have and without limiting the generality of the foregoing or any other provisions hereof, each of BA and the other Borrowers hereby expressly waives any and all benefits which might otherwise be available to such Borrower under applicable law, including, without limitation, California Civil Code Sections 2809, 2810, 2819, 2939, 2845, 2848, 2849, 2850, 2855, 2899 and 3433; and

(viii) any other circumstance whatsoever which may or might in any manner or to any extent vary the risk of any Borrower as an obligor in respect of the Obligations or which constitutes, or might be construed to constitute, an equitable or legal discharge of BA or any other Borrower for the Obligations, or of such Borrower under Section 11.20 or of any security interest granted by any Borrower, whether in an Insolvency or Liquidation Proceeding or in any other instance.

(b) Each of BA and each of the other Borrowers hereby expressly waives diligence, presentment, notice of acceptance, notice of dishonor, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent, the Collateral Agent or any Lender exhaust any right, power or remedy or proceed against any Borrower under this Agreement or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Obligations.

(c) The obligations of BA and each of the other Borrowers under Sections 11.20, 11.21 and 11.22 shall continue to be effective, or be reinstated, as the case may be, if and to the extent that for any reason any payment (or part thereof) by or on behalf of any Borrower in respect of the Obligations is rescinded, disgorged or must be otherwise restored or returned by any Secured Party, whether as a result of insolvency, bankruptcy, dissolution, liquidation or reorganization of BA or any other Borrower, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, BA or any other Borrower or any substantial part of its property, or otherwise, all as though such payments had not been made, or if any Secured Party repays, restores, or returns, in whole or in part, any payment or property previously paid or transferred to such Secured Party in full or partial satisfaction of any Obligation, because the payment or transfer or the incurrence of the obligation is so satisfied, is declared to be void, voidable, or otherwise recoverable under any state or federal law (collectively a "Voidable Transfer"), or because such Secured Party elects to do so on the reasonable advice of its counsel in connection with an assertion that the payment, transfer, or incurrence is a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such Secured Party repays, restores, or returns, and as to all reasonable costs, expenses and attorney's fees of such Secured Party related thereto, the liability of each Borrower hereunder will automatically and immediately be revived, reinstated, and restored and will exist as though the Voidable Transfer had never been made.

(d) BA and each of the other Borrowers agrees that, as between the Borrowers, in their capacity as co-obligors with joint and several liability, and the Lenders, the obligations of any Borrower under this Agreement may be declared to be forthwith due and payable as provided in Section 9.1 hereof (and shall be deemed to have become automatically due and

payable in the circumstances provided in said Section 9.1) for purposes of Section 11.20 notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing such obligations from becoming automatically due and payable) as against any Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by such Borrower) shall forthwith become due and payable by each of the other Borrowers, in their capacity as co-obligors, for purposes of such Section 11.20.

(e) The agreements of the Borrowers under Sections 11.20, 11.21 and 11.22 are continuing agreements and undertakings, and shall apply to all of the Obligations whenever arising.

11.22 Obligations Joint and Several. (a) Each of BA and each of the other Borrowers further agrees that its agreement to be jointly and severally liable with BA and the other Borrowers for the Obligations constitutes a promise of payment when due and not of collection, and waives any right to require that any resort be had by any Lender, the Collateral Agent or the Administrative Agent to any balance of any deposit account or credit on the books of any Lender, the Collateral Agent or the Administrative Agent in favor of BA or any other Borrower or any other Person.

(b) The obligations of BA and each of the other Borrowers hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations in respect of BA or any other Borrower or otherwise.

(c) Upon payment by BA or any of the other Borrowers of any sums as provided above, all rights, if any, of BA or such other Borrower against BA or such other Borrower arising as a result thereof by way of reimbursement, indemnification, contribution or subrogation that may at any time arise or exist in favor of any such Person as to any payment on account of the Obligations made by it or received or collected from its property shall be fully subordinated in all respects to the prior Discharge of the Obligations and otherwise subject to the provisions of Section 2.4 of the Guarantee and Collateral Agreement, *mutatis mutandis*.

11.23 Application of Proceeds. The Administrative Agent shall apply any amounts received from the Collateral Agent pursuant to Section 6.4 of the Guarantee and Collateral Agreement or any other comparable provision of any other Security Document in the following order:

(i) to the Administrative Agent and the Collateral Agent, to pay incurred and unpaid fees and expenses thereof under the Loan Documents;

(ii) to the Lenders, to pay incurred and unpaid fees and expenses of the Lenders under the Loan Documents (the amounts so applied to be distributed among the Lenders pro rata in accordance with the amounts of the Obligations to be distributed pursuant to this clause (ii) owed to them on the date of any such distribution);

(iii) to the Lenders, to pay any outstanding interest under the Loan Documents then due and owing and remaining unpaid (the amounts so applied to be distributed among the Lenders pro rata in accordance with the amounts of the Obligations to be distributed pursuant to this clause (iii) owed to them on the date of any such distribution);

(iv) to the Lenders, to pay all other Obligations under the Loan Documents then due and owing and remaining unpaid (the amounts so applied to be distributed among the Lenders pro rata in accordance with the amounts of the Obligations to be distributed pursuant to this clause (iv) owed to them on the date of any such distribution);

(v) to the Lenders, to prepay all other Obligations under the Loan Documents (the amounts so applied to be distributed among the Lenders pro rata in accordance with the amounts of the Obligations to be distributed pursuant to this clause (v) owed to them on the date of any such distribution); and

(vi) any balance of any such amounts remaining after application as described above shall be paid over to the Borrowers or to whomsoever may be lawfully entitled to receive the same.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

AIRCELL BUSINESS AVIATION SERVICES LLC, as a Borrower

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

GOGO INTERMEDIATE HOLDINGS LLC, as a Borrower

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

GOGO LLC, as a Borrower

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent, Collateral Agent and Lender

By: /s/ Steve King
Name: Steve King
Title: Authorized Signatory

SCHEDULE 1.1(a)

COMMITMENTS

<u>Lender</u>	<u>Commitment</u>
Morgan Stanley Senior Funding, Inc.	\$135,000,000
Total	\$135,000,000

SCHEDULE 1.1(b)
SUBSIDIARY GUARANTORS

1. Aircell Business Aviation Services LLC
2. Gogo LLC
3. AC BidCo LLC
4. AirCell International, Inc.

SCHEDULE 1.1(d)
DISQUALIFIED LENDERS

1. Highland Capital Management, L.P. and its affiliates
2. Fortress Investment Group LLC and its affiliates
3. Angelo, Gordon & Co. and its affiliates
4. Cerberus Capital Management, L.P. and its affiliates
5. Oaktree Capital Management, L.P. and its affiliates
6. Row 44 and its affiliates
7. OnAir
8. SITA and its affiliates
9. Panasonic Corporation
10. Viasat
11. JetBlue/LiveTV
12. Thales Group
13. Hughes Communications
14. Inmarsat plc
15. BlackRock Kelso Capital
16. Hilco Equity and other Hilco affiliates

SCHEDULE 5.4

CONSENTS, AUTHORIZATIONS, FILINGS AND NOTICES

NONE.

SCHEDULE 5.8

PROPERTIES

<u>Entity</u>	<u>Location</u>	<u>County</u>	<u>Property Type</u>
Gogo LLC	1250 N. Arlington Heights Road, Itasca, IL 60143	DuPage	Leased headquarters

SCHEDULE 5.9

CERTAIN INTELLECTUAL PROPERTY MATTERS

1. Claims asserted by Innovatio LLC against customers of each of the Borrowers, Holdings or any Group Member, for which any of the Borrowers have indemnification obligations or other liability.
2. Claims asserted by Advanced Media Networks, L.L.C. against the Borrowers, Holdings or any Group Member, or customers of each of the Borrowers, Holdings or any Group Member, for which any of the Borrowers have liability directly, via indemnification obligations or otherwise.
3. Claims asserted by WI-LAN Inc. against the Borrowers, Holdings or any Group Member with respect to certain patents of WI-LAN. There has been no contact with WI-LAN with respect to this matter since November 2010.
4. Claims asserted by Alliacense (a division of TPL Group) against the Borrowers, Holdings or any Group Member with respect to certain patents of TPL Group in 2010. There has been no contact with the involved parties with respect to this matter since December 2010.

SCHEDULE 5.15**SUBSIDIARIES**

<u>Legal Name</u>	<u>Jurisdiction of Formation or Incorporation</u>	<u>Authorized Capitalization</u>	<u>Total Shares/ Units Outstanding</u>	<u>Beneficial and Record Owners</u>	<u>Percentage of Ownership</u>
Gogo Intermediate Holdings LLC	Delaware	100 units	100 units	Gogo Inc.	100%
AirCell Business Aviation Services LLC	Delaware	100 units	100 units	Gogo Intermediate Holdings LLC	100%
Gogo LLC	Delaware	100 units	100 units	Gogo Intermediate Holdings LLC	100%
AC BidCo LLC	Delaware	100 units	100 units	Gogo Intermediate Holdings LLC	100%
AirCell International, Inc.	Colorado	1,000 shares	1,000 shares	Gogo LLC	100%

SCHEDULE 5.17(d)
ENVIRONMENTAL LITIGATION

NONE.

SCHEDULE 5.17(e)
ENVIRONMENTAL LIABILITIES

NONE.

SCHEDULE 5.19(a)
FILING JURISDICTIONS

1.

<u>Loan Party</u>	<u>State</u>	<u>Filing Office</u>
Gogo Intermediate Holdings LLC	Delaware	Secretary of State
Aircell Business Aviation Services LLC	Delaware	Secretary of State
Gogo LLC	Delaware	Secretary of State
AC BidCo LLC	Delaware	Secretary of State
AirCell International, Inc.	Colorado	Secretary of State

SCHEDULE 5.22
REAL PROPERTY LEASES

Leases of properties at the following locations were assigned to Alaska Airlines, Inc. pursuant to the Standby Credit Facility Agreement, dated as of November 2, 2010, between Alaska Airlines, Inc. and Gogo LLC:

1. 19768 S. Merlene Ln., Wasilla, AK 99654
2. 3290 Peger Road, Fairbanks, AK 99709
3. Copper River Highway, Cordova, AK 99574
4. 822 Ocean Cape Road, Yakutat, AK 99689
5. 9225 Cessna Drive, Juneau, AK 99801
6. 6th Avenue, Kake, AK 99833

SCHEDULE 5.23(b)

COMMUNICATIONS LICENSES

<u>Licensee</u>	<u>Call Sign</u>	<u>Service</u>	<u>License Expiration Date</u>
AC BidCo LLC	WQFX728	Commercial Aviation Air-Ground Radiotelephone License (800 MHz band)	10/31/2016
Gogo LLC	WQIE800	Microwave License	01/18/2018
Gogo LLC	WQIE801	Microwave License	01/18/2018
Gogo LLC	WQIE863	Microwave License	01/22/2018
Gogo LLC	WQIE864	Microwave License	01/22/2018
Gogo LLC	WQIE865	Microwave License	01/22/2018
Gogo LLC	WQIE866	Microwave License	01/22/2018
Gogo LLC	WQIF501	Microwave License	01/24/2018
Gogo LLC	WQIF502	Microwave License	01/24/2018
Gogo LLC	WQIF504	Microwave License	01/24/2018
Gogo LLC	WQIF505	Microwave License	01/24/2018
Gogo LLC	WQIF545	Microwave License	01/24/2018
Gogo LLC	WQIF546	Microwave License	01/24/2018
Gogo LLC	WQIF620	Microwave License	01/25/2018
Gogo LLC	WQIF621	Microwave License	01/25/2018
Gogo LLC	WQIF622	Microwave License	01/25/2018

<u>Licensee</u>	<u>Call Sign</u>	<u>Service</u>	<u>License Expiration Date</u>
Gogo LLC	WQNS773	Microwave License	05/12/2021
Gogo LLC	WQNS774	Microwave License	05/12/2021
Gogo LLC	WQNS823	Microwave License	05/12/2021
Gogo LLC	WQNT461	Microwave License	05/18/2021
Gogo LLC	WQNX867	Microwave License	06/30/2021
Gogo LLC	WQNX868	Microwave License	06/30/2021
Gogo LLC	WQOJ357	Microwave License	10/14/2021
Gogo LLC	WQOJ358	Microwave License	10/14/2021
Gogo LLC	WQOJ920	Microwave License	10/21/2021
Gogo LLC	WQOJ921	Microwave License	10/21/2021
Gogo LLC	WQPJ330	Microwave License	06/04/2022
Gogo LLC	WQPJ331	Microwave License	06/04/2022
Gogo LLC	WQPJ332	Microwave License	06/04/2022
Gogo LLC	WQPJ333	Microwave License	06/04/2022
Gogo LLC	WQPJ800	Microwave License	06/07/2012
Gogo LLC	WQPJ801	Microwave License	06/07/2012
Gogo LLC	WF2XMC	Experimental License	8/01/2014
Aircell Business Aviation Services LLC	ITC-214- 20111206-00360	International Section 214 Authorization	n/a

SCHEDULE 5.23(f)
FCC PROCEEDINGS

NONE.

SCHEDULE 5.24

INSURANCE

<u>Line of Coverage</u>	<u>Carrier & Best Rating</u>	<u>Policy No.</u>	<u>Policy Period</u>	<u>Premium</u>		<u>Key Limits</u>	<u>Deductibles/Comments</u>
Property (Part of Package Policy)	Federal Insurance Company (Chubb) A++ XV	3589-11-80	5/1/12 to 5/1/13	\$105,310	\$62,360,908	Blanket Personal Property Limit (leased spaces)	Deductibles: <i>Property Damage</i> \$1,000, except \$100,000 for Earthquake, \$100,000 for Flood, \$25,000 for Wind/Hail, \$10,000 for Transmission Property, \$5,000 for Personal Property in Transit and \$10,000 for Contingent Business Income Business Income 24 Hours Waiting period, except 96 Hours for Wind/Hail
					\$20,000,000	Business Income & Extra Expense	
					Included	Machinery Breakdown	
					\$10,000,000	Earthquake (excluding Sugar Grove & Cell Sites)	
					\$10,000,000	Flood (excluding Sugar Grove & Cell Sites)	
					\$2,000,000	Transmission Property Per Occurrence	
					\$350,000	Transmission Property Per Premises	
					\$750,000	Personal Property – Any Other Location	
					\$500,000	Personal Property/EDP in Transit	
					\$1,000,000	Contingent Business Income	
General Liability (Part of Package Policy)	Federal Insurance Company (Chubb) A++ XV	3589-11-80	5/1/12 to 5/1/13	\$15,026	\$2,000,000	General Aggregate	Worldwide coverage territory for suits brought in U.S.A., its possessions or territories, Canada or Puerto Rico **Claims Made Basis Deductible: \$1,000 Retroactive Date: May 1, 2008
					\$1,000,000	Personal & Advertising Injury	
					\$1,000,000	Each Occurrence	
					\$1,000,000	Damages to Premises Rented to You	
					\$10,000	Medical Expenses	
						Employee Benefits Liability**:	
					\$1,000,000	Each Occurrence Aggregate	
\$1,000,000							

<u>Line of Coverage</u>	<u>Carrier & Best Rating</u>	<u>Policy No.</u>	<u>Policy Period</u>	<u>Premium</u>		<u>Key Limits</u>	<u>Deductibles/ Comments</u>
Automobile Liability	Great Northern Insurance Company (Chubb) A++ XV	7355-23-23	5/1/12 to 5/1/13	\$5,158	\$1,000,000	Combined Single Limit (Hired/Non-Owned Coverage) Uninsured/Underinsured Motorist Coverage Rental Reimbursement	Physical Damage Deductibles (Hired): \$1,000 Comprehensive \$1,000 Collision
Workers' Compensation	Chubb Indemnity insurance Company (Chubb) A++ XV	7173-62-96	5/1/12 to 5/1/13	\$140,855	Statutory \$1,000,000 \$1,000,000 \$1,000,000	Workers' Compensation Employers Liability: Each Accident Each Disease – Each Emp. Each Disease – Total Limit	No Deductible
Foreign Package (Difference in Conditions/Limits)	Federal Insurance Company (Chubb) A++ XV	3589-11-80	5/1/12 to 5/1/13	\$7,295	\$1,000,000 \$10,000 \$100,000 \$50,000 \$1,000,000 \$1,000,000 \$1,000,000 \$250,000	<u>Automobile Liability</u> (Hired/Non-Owned) Liability Coverage Limit Medical Payments Physical Damage – Agg Physical Damage – Agg <u>Employers Liability</u> : Each Accident Each Disease – Each Emp. Each Disease – Total Limit Repatriation Expenses – Each Person/ \$500,000 Aggregate	<u>Auto Deductible</u> : \$10,000 for Bodily Injury and Property Damage \$1,000 for Hired and Non Owned Physical Damage
Umbrella Liability	Continental Casualty Company (C.N.A) A XV	L4018151250	5/1/12 to 5/1/13	\$28,682	\$25,000,000 \$25,000,000 \$25,000,000	Each Occurrence Products Completed Excess Coverage Other Agg.	\$10,000 Self Insured Retention

<u>Line of Coverage</u>	<u>Carrier & Best Rating</u>	<u>Policy No.</u>	<u>Policy Period</u>	<u>Premium</u>		<u>Key Limits</u>	<u>Deductibles/ Comments</u>
E&O & Network Technology Blended Liability	Federal Insurance Company (Chubb) A++ XV	3589-11-80	5/1/12 to 5/1/13	\$141,563	\$10,000,000	Aggregate	Deductible: \$100,000 Each Claim Retro Date: 05/01/2008
					Included	Product or Service Financial Injury	
					Included	Technology Related Injury -Intellectual Property	
						-	
						Personal/Reputation/Media - Privacy	
					\$1,000,000	Privacy Remediation Expenses	
					\$5,000,000	Infringement upon a persons or organizations copyright in computer object or source code.	
Aviation	USAIG Lead Quota Share 15% Allianz 20% Chartis 10% Starr Aviation 15% Global Aerospace 17.5% Lloyds 22.5%	SIHL1-426S	5/1/12 to 5/1/13	\$331,194, including surcharges and taxes of \$6,178	\$500,000,000	Each Occurrence / Annual Aggregate	
Aviation Hull & Liability	Federal Insurance Company through Starr Aviation	9960-5790-01	12/1/2011 to 12/1/2012	\$39,253 (Including Mexican Liability)	\$200,000,000	Liability - Each Occurrence	
					\$1,300,000	Hull Physical Damage - Each Occurrence	
Directors & Officers and Employment Practices Liability	Twin City Fire Insurance Co. (Hartford) Au XV	00 KB 0213005-11	10/1/2011 to 10/1/2012	\$53,880	\$5,000,000	Combined Aggregate Limit of Liability	<i>Deductible:</i> D& O: \$0, Insured Person Liability and \$50,000 Corporate Reimbursement EPL: \$75,000 Prior & Pending Litigation Date: 9/17/1997

<u>Line of Coverage</u>	<u>Carrier & Best Rating</u>	<u>Policy No.</u>	<u>Policy Period</u>	<u>Premium</u>		<u>Key Limits</u>	<u>Deductibles/ Comments</u>
First Excess D&O/EPL	Illinois National Insurance Company (Chartis) A XV	01-229-49-50	10/1/2011 to 10/1/2012	\$27,230	\$5,000,000 Excess of \$5,000,000	Per Claim / Aggregate	Follows Primary
Side A DIC	Illinois National Insurance Company (Chartis) A XV	01-229-49-94	10/1/2011 to 10/1/2012	\$7,638	\$2,500,000 Excess of \$10,000,000	Per Claim / Aggregate	N/A
Fiduciary Liability	Twin City Fire Insurance Co. (Hartford) Au XV	00 KB 0213005-11	10/1/2011 to 10/1/2012	Included in D&O/ EPL Premium	\$3,000,000	Per Claim / Aggregate	Deductible: \$2,500 Prior & Pending Litigation Date: 11/6/2003
Crime Coverage	Federal Insurance Company (Chubb) A++ XV	8211-6929	10/1/2011 to 10/1/2012	\$4,000	\$1,000,000	Limit	Deductible: \$5,000
Special Risk	Twin City Fire Insurance Co. (Hartford) Au XV	00 KB 0213005-11	10/1/2011 to 10/1/2012	Included in D&O/ EPL Premium	\$1,000,000	Limit	Deductible: \$0
Employed Lawyers Liability	Illinois National Insurance Company (Chartis) A XV	01-232-01-00	10/1/2011 to 10/1/2012	\$6,939	\$2,000,000 \$5,000,000 \$5,000,000	Per Claim / Aggregate Directors & Officers Liability Employment Practices Liability	<i>Retentions:</i> \$0, Non-Indemnifiable Loss \$10,000 All other damages and defense costs
Total for All Policies: (at inception)				\$914,0123			

SCHEDULE 7.13(b)
CONTROL AGREEMENTS

<u>Entity</u>	<u>Type of Account</u>	<u>Account Number</u>	<u>Name & Address of Financial Institutions</u>
Aircell Business Aviation Services LLC	Deposit Account	103690172665	US Bank, 950 17th Street, 8th Floor, Denver, CO 80202
Gogo LLC	Deposit Account	194310714846	US Bank, 950 17th Street, 8th Floor, Denver, CO 80202
Aircell Business Aviation Services LLC	Investment account	508000040	US Bank, 950 17th Street, 8th Floor, Denver, CO 80202

SCHEDULE 8.2

EXISTING INDEBTEDNESS

1. U.S. Bank National Association as letter of credit issuer, in favor of Hamilton / Johnson Itasca Limited Partnership in the amount of \$250,000.
2. U.S. Bank National Association as letter of credit issuer, in favor of Westcore 303 Technology, L.P. in the amount of \$250,000.
3. U.S. Bank National Association as letter of credit issuer, in favor of First Industrial, L.P. in the amount of \$35,000.
4. U.S. Bank National Association as letter of credit issuer, in favor of North American Specialty Insurance Company in the amount of \$50,000.
5. Standby Credit Facility Agreement, dated as of November 2, 2010, between Alaska Airlines, Inc. and Gogo LLC, in the amount of \$2,268,000.

SCHEDULE 8.3
EXISTING LIENS

1. Liens granted pursuant to the Standby Credit Facility Agreement, dated as of November 2, 2010, between Alaska Airlines, Inc. and Gogo LLC:

<u>Debtor</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Jurisdiction</u>
Gogo LLC	Alaska Airlines, Inc.	All of Gogo LLC's network equipment and related hardware located at 19768 S. Merlene Ln., Wasilla, AK 99654	Alaska
Gogo LLC	Alaska Airlines, Inc.	All of Gogo LLC's network equipment and related hardware located at 3290 Peger Road, Fairbanks, AK 99709	Alaska
Gogo LLC	Alaska Airlines, Inc.	All of Gogo LLC's network equipment and related hardware located at Copper River Highway, Cordova, AK 99574	Alaska
Gogo LLC	Alaska Airlines, Inc.	All of Gogo LLC's network equipment and related hardware located at 822 Ocean Cape Road, Yakutat, AK 99689	Alaska
Gogo LLC	Alaska Airlines, Inc.	All of Gogo LLC's network equipment and related hardware located at 9225 Cessna Drive, Juneau, AK 99801	Alaska
Gogo LLC	Alaska Airlines, Inc.	All of Gogo LLC's network equipment and related hardware located at 6 th Avenue, Kake, AK 99833	Alaska

2. Lien granted in favor of U.S. Bank National Association to secure letters of credit issued by U.S. Bank National Association to Gogo LLC:

<u>Debtor</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Jurisdiction</u>
Gogo LLC	U.S. Bank National Association	All contents of account held at U.S. Bank Money Center Account #434000908	Delaware

3. Assignment of leases set forth in Schedule 5.22.

4. Liens granted in favor of The Bank of Nova Scotia with respect to the following accounts:

<u>Debtor</u>	<u>Account Number</u>	<u>Account Name</u>
Gogo LLC	434000908	Investment Account
Gogo LLC	194310714846	Deposit Account
Aircell Business Aviation Services LLC	103690172665	Deposit Account

SCHEDULE 8.5

PERMITTED SALE LEASEBACKS

<u>Entity</u>	<u>Address</u>	<u>County</u>
Gogo LLC	Ben Hur Cemetery Rd. Pelsor, AR 72856	Newton County
Gogo LLC	6.7 Miles Southwest of San Ardo Lockwood, CA 93932	Monterey County
Gogo LLC	Bennett Mountain Elmore, ID 83467	Elmore County
Gogo LLC	Water Station Run Rd. Lonaconing, MD 21539	Allegany County
Gogo LLC	Highway 21 to Frisco Peak Milford, UT 84014	Beaver County
Gogo LLC	7.8 Miles Northeast of Highway 14 at Sage Creek Road Cody, WY 82435	Park County

SCHEDULE 8.8
EXISTING INVESTMENTS

NONE.

SCHEDULE 8.10
AFFILIATE TRANSACTIONS

NONE.

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the][each]¹ Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]² Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]³ hereunder are several and not joint.]⁴ Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto in the amount[s] and equal to the percentage interest[s] identified below of all the outstanding rights and obligations under the credit facility identified in the Credit Agreement and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and

¹ For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

² For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

³ Select as appropriate.

⁴ Include bracketed language if there are either multiple Assignors or multiple Assignees.

assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

- 1. Assignor[s]: _____

- 2. Assignee[s]: _____

[for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

- 3. Borrower(s): Aircell Business Aviation Services LLC, Gogo LLC and Gogo Intermediate Holdings LLC
- 4. Administrative Agent: Morgan Stanley Senior Funding, Inc., as the administrative agent under the Credit Agreement
- 5. Credit Agreement: Credit Agreement, dated as of June 21, 2012, among Aircell Business Aviation Services LLC, a Delaware limited liability company ("BA"), Gogo LLC, a Delaware limited liability company ("CA"), Gogo Intermediate Holdings LLC ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the Lenders from time to time party thereto, and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent

6. Assigned Interest[s]:

<u>Assignor[s]</u> ⁵	<u>Assignee[s]</u> ⁶	Aggregate Amount of Commitment/ Loans for all Lenders ⁷	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/ Loans ⁸
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

[7. [Trade Date: _____]⁹

Effective Date: _____, 20____ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

⁵ List each Assignor, as appropriate.

⁶ List each Assignee, as appropriate.

⁷ Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

⁸ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

⁹ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]¹⁰

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE[S]¹¹

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

¹⁰ Add additional signature blocks as needed.

¹¹ Add additional signature blocks as needed.

Consented to and Accepted:
MORGAN STANLEY SENIOR FUNDING, INC., as

Administrative Agent

By: _____
Name:
Title:

[Consented to:

Aircell Business Aviation Services LLC, as

Borrower

By: _____
Name:
Title:]¹²

¹² To be added only if the consent of BA is required by the terms of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 11.6 of the Credit Agreement (subject to such consents, if any, as may be required under Section 11.6 of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 7.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Non-U.S. Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem

appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][the relevant] Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 7.2(a) of the Credit Agreement, dated as of June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Aircell Business Aviation Services LLC, a Delaware limited liability company ("BA"), Gogo LLC, a Delaware limited liability company ("CA"), Gogo Intermediate Holdings LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders") and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. I am the duly elected, qualified and acting [] of Holdings.

2. I have reviewed and are familiar with the contents of this Certificate.

3. I have reviewed the terms of the Credit Agreement and the other Loan Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of each Loan Party during the accounting period covered by the financial statements attached hereto as Attachment 1 (the "Financial Statements"). Such review confirmed that each Loan Party during the accounting period covered by the Financial Statements has observed or performed all of its covenants and other agreements, and satisfied every condition, contained in the Credit Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it. Such review did not disclose the existence during or at the end of the accounting period covered by the Financial Statements, and I have no knowledge of the existence, as of the date of this Certificate, of a Default or Event of Default [, except as set forth below].

4. Attached hereto as Attachment 2 is all information necessary for calculating Excess Cash Flow for the accounting period covered by the Financial Statements (provided that, if this Compliance Certificate accompanies financial statements delivered pursuant to Section 7.1(a) of the Credit Agreement, also included in Attachment 2 is all information necessary for calculating Excess Cash Flow for the fourth fiscal quarter of the Borrowers for the relevant year).

5. [Attached hereto as Attachment 3 is (i) a listing of any Intellectual Property which is the subject of a registration or application (including Intellectual Property included in the Collateral which was theretofore unregistered and has become the subject of a registration or application) acquired or created by any Loan Party since the date of the most

recent list delivered pursuant to Section 7.2(a)(ii) of the Credit Agreement and (ii) one or more Intellectual Property Security Agreements evidencing the security interest created in such Intellectual Property registered or applied for in the United States suitable for recordation in the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than registered domain names, United States intent-to-use trademark applications that are included in the Excluded Collateral (as defined in the Guarantee and Collateral Agreement)) and the Borrowers undertake to file such Intellectual Property Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.]¹³

6. [Attached hereto as Attachment 4 is a supplement to the Perfection Certificate reflecting any changes to the schedules thereto during the relevant fiscal year.] [I hereby confirm that there has been no change in the information to be set forth on the schedules to the Perfection Certificate since the date of the Perfection Certificate or the latest supplement thereto.]¹⁴

IN WITNESS WHEREOF, I execute this Certificate this _____ day of _____, 20__.

GOGO INTERMEDIATE HOLDINGS LLC

By: _____
Title:

¹³ Include to the extent not previously disclosed to the Administrative Agent and Collateral Agent.

¹⁴ Insert the appropriate sentence in Compliance Certificates accompanying audited, annual financial statements.

[Attach Financial Statements]

The information described herein is as of _____, 20__, and pertains to the period from _____, 20__, to _____, 20__.

[Set forth Excess Cash Flow Calculations]

[Attach a listing of Intellectual Property and an Intellectual Property Security Agreement]

[Attach updated Perfection Certificate]

FORM OF GUARANTEE AND COLLATERAL AGREEMENT

[See Execution Version]

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Credit Agreement, dated as of June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Aircell Business Aviation Services LLC, a Delaware limited liability company ("BA"), Gogo LLC, a Delaware limited liability company ("CA"), Gogo Intermediate Holdings LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders") and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used herein that are not defined herein shall have the meanings ascribed to them in the Credit Agreement. _____ (the "Non-U.S. Lender") is providing this certificate pursuant to Section 4.10(d) of the Credit Agreement. The Non-U.S. Lender hereby represents and warrants that:

- I. The Non-U.S. Lender is the sole record and beneficial owner of the Loans (as well as any Notes evidencing such Loans) in respect of which it is providing this certificate;¹⁵
- II. The Non-U.S. Lender is not a "bank" for purposes of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "Code");
- III. The Non-U.S. Lender is not a 10-percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code;
- IV. The Non-U.S. Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code; and
- V. Interest payments on the Loans are not effectively connected with the conduct of a trade or business within the United States of the Non-U.S. Lender.¹⁶

¹⁵ If the certificate is being provided by a Participant, Clause I shall be modified to reflect that the Participant is the sole record and beneficial owner of the participation in respect of which it is providing this certificate.

¹⁶ If the Non-U.S. Lender (or Participant) is an intermediary, foreign partnership or other flow-through entity, the following adjustments shall be made.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

[NAME OF NON-U.S. LENDER]

By: _____
Name:
Title:

Date: _____

- A. The representation contained in Clause I shall be modified to reflect that the Non-U.S. Lender is the sole record owner of the Loans (as well as any Notes evidencing such Loans) and its direct or indirect partners or members are the sole beneficial owners of such Loans (or any Notes evidencing such Loans) in respect of which this certificate is being provided.
- B. The following representations shall be provided as applied to the partners or the members claiming the portfolio interest exemption:
 - The status in Clause III;
 - The status in Clause IV.
- C. The following representations shall be provided as applied to the Non-U.S. Lender as well as the members/ beneficial owners claiming the portfolio interest exemption.
 - The status in Clause II.
 - The status in Clause V.
- D. The Non-U.S. Lender shall provide a U.S. Internal Revenue Service Form W-8IMY (with W-8BENs/ W-9s from each of its partners/ members).
- E. Appropriate adjustments shall be made in the case of tiered intermediaries or tiered partnerships/ flow-through entities.

FORM OF NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

\$ _____
_____, 20__

New York, New York

FOR VALUE RECEIVED, the undersigned, Aircell Business Aviation Services LLC, a Delaware limited liability company, Gogo LLC, a Delaware limited liability company, and Gogo Intermediate Holdings LLC, a Delaware limited liability company (collectively, the "Borrowers" and each a "Borrower"), hereby jointly and severally unconditionally promise to pay to _____ (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the United States and in immediately available funds, the principal amount of (a) _____ DOLLARS (\$_____), or, if less, (b) the unpaid principal amount of the Loan of the Lender outstanding under the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The Borrowers further jointly and severally agree to pay interest in like money at such Funding Office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 4.5 of the Credit Agreement.

The holder of this Note is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of the Loan and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of LIBOR Loans, the length of each Interest Period with respect thereto. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrowers in respect of the Loan.

This Note (a) is one of the Notes referred to in the Credit Agreement, dated as of June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive, to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 11.6 OF THE CREDIT AGREEMENT.

(signature page follows)

AIRCELL BUSINESS AVIATION SERVICES LLC

By: _____
Name:
Title:

GOGO LLC

By: _____
Name:
Title:

GOGO INTERMEDIATE HOLDINGS LLC

By: _____
Name:
Title:

LOANS, CONVERSIONS AND REPAYMENTS OF BASE RATE LOANS

Date

Amount of Base Rate Loans	Amount Converted to Base Rate Loans	Amount of Principal of Base Rate Loans Repaid	Amount of Base Rate Loans Converted to LIBOR Loans	Unpaid Principal Balance of Base Rate Loans	Notation Made By
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LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF LIBOR LOANS

<u>Date</u>	<u>Amount of LIBOR Loans</u>	<u>Amount Converted to LIBOR Loans</u>	<u>Interest Period and LIBO Rate with Respect Thereto</u>	<u>Amount of Principal of LIBOR Loans Repaid</u>	<u>Amount of LIBOR Loans Converted to Base Rate Loans</u>	<u>Unpaid Principal Balance of LIBOR Loans</u>	<u>Notation Made By</u>
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FORM OF CLOSING DATE CERTIFICATE

Pursuant to Section 6.1(g) of the Credit Agreement, dated as of June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Aircell Business Aviation Services LLC, a Delaware limited liability company ("BA"), Gogo LLC, a Delaware limited liability company ("CA"), Gogo Intermediate Holdings LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders") and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), the undersigned [INSERT TITLE OF RESPONSIBLE OFFICER] of BA (the "Company") hereby certifies as follows:

1. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents is true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") on and as of the date hereof as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") as of such earlier date.
2. No Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect to the Loans to be made on the date hereof.
3. All governmental, shareholder and third party approvals necessary in connection with the Transactions have been obtained and are full force and effect and (ii) no Requirement of Law is applicable to any Group Member that restrains, prevents or imposes conditions upon the Transactions or the Loan Documents.

AIRCELL BUSINESS AVIATION SERVICES LLC

By: _____
Name:
Title:

FORM OF PERFECTION CERTIFICATE

[See Execution Version]

FORM OF INTERCOMPANY NOTE

[See attached]

INTERCOMPANY NOTE

Note Number: 1

Dated: June 21, 2012

FOR VALUE RECEIVED, the Borrowers and each of their respective Subsidiaries (collectively, the “Group Members” and each, a “Group Member”) which is a party to this intercompany note (the “Intercompany Note”) promises to pay to the order of such other Group Member as makes loans to such Group Member (each Group Member which borrows money pursuant to this Intercompany Note is referred to herein as a “Payor” and each Group Member which makes loans and advances pursuant to this Intercompany Note is referred to herein as a “Payee”), on demand, in lawful money of the United States of America, in immediately available funds and at the appropriate office of the Payee, the aggregate unpaid principal amount of all loans and advances heretofore and hereafter made by such Payee to such Payor and any other indebtedness now or hereafter owing by such Payor to such Payee as shown either on Schedule A attached hereto (and any continuation thereof) or in the books and records of such Payee. The failure to show any such Indebtedness or any error in showing such Indebtedness shall not affect the obligations of any Payor hereunder. Capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Credit Agreement, dated as of June 21, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (“BA”), GOGO LLC, a Delaware limited liability company (“CA”), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“Holdings” and, together with BA and CA, collectively, the “Borrowers” and each a “Borrower”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”) and as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”).

The unpaid principal amount hereof from time to time outstanding shall bear interest at a rate equal to the rate as may be agreed upon in writing from time to time by the relevant Payor and Payee. Interest shall be due and payable on the last day of each month commencing after the date hereof or at such other times as may be agreed upon in writing from time to time by the relevant Payor and Payee. Upon demand for payment of any principal amount hereof, accrued but unpaid interest on such principal amount shall also be due and payable. Interest shall be paid in lawful money of the United States of America and in immediately available funds. Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 365 days.

Each Payor and any endorser of this Intercompany Note hereby waives, to the fullest extent permitted by applicable law, presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Intercompany Note has been pledged by each Payee that is a Loan Party to the Collateral Agent, for the benefit of the Secured Parties, as security for such Payee's Obligations. Each Payor that is a Loan Party acknowledges and agrees that the Collateral Agent and the other Secured Parties, upon the occurrence and during the continuation of an Event of Default, may exercise all the rights of the Payees under this Intercompany Note and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to such Payor.

Each Payee agrees that any and all claims of such Payee against any Payor or any endorser of this Intercompany Note, or against any of their respective properties, shall be subordinate and subject in right of payment to the Obligations until the Discharge of the Obligations (as defined in the Guarantee and Collateral Agreement); provided, that each Payor may make payments to the applicable Payee so long as no Specified Event of Default shall have occurred and be continuing; provided, further, that upon the waiver, remedy or cure of each such Specified Event of Default, so long as no other Specified Event of Default under the Credit Agreement shall have occurred and be then continuing, such payments shall be permitted, including any payment to bring any missed payments during the period of such Specified Event of Default current; and provided, further, that all loans and advances made by a Payee pursuant to this Intercompany Note shall be received by the applicable Payor subject to the provisions of the Credit Agreement. Notwithstanding any right of any Payee to ask, demand, sue for, take or receive any payment from any Payor, all rights, Liens and security interests of such Payee, whether now or hereafter arising and howsoever existing, in any assets of any Payor (whether constituting part of the security or collateral given to the Collateral Agent or any other Secured Party to secure payment of all or any part of the Obligations or otherwise) shall be and hereby are subordinated to the rights of the Collateral Agent or any other Secured Party in such assets. Except as expressly permitted by the Credit Agreement, the Payees shall have no right to possession of any such asset or to foreclose upon, or exercise any other remedy in respect of, any such asset, whether by judicial action or otherwise, unless and until the Discharge of the Obligations.

Each Payee agrees that until the Discharge of the Obligations, such Payee will not amend, modify, supplement, waive or fail to enforce any provision of this Intercompany Note.

This Intercompany Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Intercompany Note shall inure to the benefit of each Payee and its successors and assigns, including subsequent holders hereof. Notwithstanding anything to the contrary contained herein, in any other Loan Document or in any such intercompany note or other instrument, this Intercompany Note (i) replaces and supersedes any and all intercompany notes or other instruments which create or evidence any loans or advances made on or before the date hereof by any Group Member to any other Group Member, and (ii) shall not be deemed replaced, superseded or in any way modified by any intercompany note or other instrument entered into on or after the

date hereof which purports to create or evidence any loan or advance by any Group Member to any other Group Member (except any amendments or amendments and restatements of this Intercompany Note made in accordance with the terms of the Credit Agreement or any supplements to Schedule A hereto made hereby in accordance with the terms hereof).

In the event any one or more of the provisions contained in this Intercompany Note should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

THIS PROMISSORY NOTE AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS PROMISSORY NOTE (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

From time to time after the date hereof, additional Subsidiaries of the Group Members may become parties hereto (as Payor and/or Payee, as the case may be) by executing a counterpart signature page to this Intercompany Note (each additional Subsidiary, an "Additional Party"). Upon delivery of such counterpart signature page to the Payees, notice of which is hereby waived by the other Payors, each Additional Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such Additional Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Intercompany Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Payor hereunder.

This Intercompany Note may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Intercompany Note by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Intercompany Note.

[Signature page follows]

IN WITNESS WHEREOF, each Payor has caused this Intercompany Note to be executed and delivered by its proper and duly authorized officer as of the date set forth above.

AIRCELL BUSINESS AVIATION SERVICES LLC

By: _____
Name:
Title:

GOGO LLC

By: _____
Name:
Title:

GOGO INTERMEDIATE HOLDINGS LLC

By: _____
Name:
Title:

AIRCELL INTERNATIONAL, INC.

By: _____
Name:
Title:

AC BIDCO LLC

By: _____
Name:
Title:

SCHEDULE A
TRANSACTIONS
ON
INTERCOMPANY NOTE

<u>Date</u>	<u>Name of Payor</u>	<u>Name of Payee</u>	<u>Amount of Advance This Date</u>	<u>Amount of Principal Paid This Date</u>	<u>Outstanding Principal Balance from Payor to Payee This Date</u>	<u>Notation Made By</u>
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ENDORSEMENT

FOR VALUE RECEIVED, each of the undersigned does hereby sell, assign and transfer to _____ all of its right, title and interest in and to the Intercompany Note, dated June 21, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intercompany Note"), made by AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company ("BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), and each other Subsidiary of any Borrower or any other Person that becomes a party thereto, and payable to the undersigned. This endorsement is intended to be attached to the Intercompany Note and, when so attached, shall constitute an endorsement thereof.

The initial undersigned shall be the Group Members (as defined in the Intercompany Note) that are Loan Parties on the date of the Intercompany Note. From time to time after the date thereof, additional Subsidiaries of any Borrower shall become parties to the Intercompany Note (each, an "Additional Payee") and, if such Subsidiaries are or will become Loan Parties, a signatory to this endorsement by executing a counterpart signature page to the Intercompany Note and to this endorsement. Upon delivery of such counterpart signature page to the Payors, notice of which is hereby waived by the other Payees, each Additional Payee shall be a Payee and shall be as fully a Payee under the Intercompany Note and a signatory to this endorsement as if such Additional Payee were an original Payee under the Intercompany Note and an original signatory hereof. Each Payee expressly agrees that its obligations arising under the Intercompany Note and hereunder shall not be affected or diminished by the addition or release of any other Payee under the Intercompany Note or hereunder. This endorsement shall be fully effective as to any Payee that is or becomes a signatory hereto regardless of whether any other Person becomes or fails to become or ceases to be a Payee to the Intercompany Note or hereunder.

Dated: June 21, 2012

[Signature page follows]

AIRCELL BUSINESS AVIATION SERVICES LLC

By: _____
Name:
Title:

GOGO LLC

By: _____
Name:
Title:

GOGO INTERMEDIATE HOLDINGS LLC

By: _____
Name:
Title:

AIRCELL INTERNATIONAL, INC.

By: _____
Name:
Title:

AC BIDCO LLC

By: _____
Name:
Title:

FORM OF SOLVENCY CERTIFICATE

[See attached]

SOLVENCY CERTIFICATE

Date: June 21, 2012

To the Administrative Agent and each of the Lenders party to the Credit Agreement referred to below:

I, the undersigned, the Chief Financial Officer of Gogo Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), in that capacity only and not in my individual capacity (and without personal liability), do hereby certify as of the date hereof, and based upon facts and circumstances as they exist as of the date hereof (and disclaiming any responsibility for changes in such fact and circumstances after the date hereof), that:

1. This certificate is furnished to the Administrative Agent and the Lenders pursuant to Section 6.1(k) of the Credit Agreement, dated as of June 21, 2012 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Aircell Business Aviation Services LLC, a Delaware limited liability company, Gogo LLC, a Delaware limited liability company, the several banks and other financial institutions from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent. Unless otherwise defined herein, capitalized terms used in this certificate shall have the meanings set forth in the Credit Agreement.

2. For purposes of this certificate, the terms below shall have the following definitions:

(a) "Fair Value"

The amount at which the assets (both tangible and intangible), in their entirety, of Holdings and its Subsidiaries, taken as a whole, would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

(b) "Present Fair Salable Value"

The amount that could be obtained by an independent willing seller from an independent willing buyer if the assets of Holdings and its Subsidiaries, taken as a whole, are sold with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated.

(c) "Stated Liabilities"

The recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of Holdings and its Subsidiaries, taken as a whole, as of the date hereof after giving effect to the consummation of the Transactions, determined in accordance with GAAP consistently applied.

(d) “Identified Contingent Liabilities”

The maximum estimated amount of liabilities reasonably likely to result from pending litigation, asserted claims and assessments, guaranties, uninsured risks and other contingent liabilities of Holdings and its Subsidiaries, taken as a whole, after giving effect to the Transactions (including all fees and expenses related thereto but exclusive of such contingent liabilities to the extent reflected in Stated Liabilities), as identified and explained in terms of their nature and estimated magnitude by Responsible Officers of Holdings.

(e) “Will be able to pay their Stated Liabilities and Identified Contingent Liabilities as they mature”

For the period from the date hereof through the Maturity Date, Holdings and its Subsidiaries, taken as a whole, will have sufficient assets and cash flow to pay their respective Stated Liabilities and Identified Contingent Liabilities as those liabilities mature or (in the case of contingent liabilities) otherwise become payable.

(f) “Do not have Unreasonably Small Capital”

For the period from the date hereof through the Maturity Date, Holdings and its Subsidiaries, taken as a whole, after consummation of the Transactions are a going concern and have sufficient capital to ensure that they will continue to be a going concern for such period.

3. For purposes of this certificate, I, or officers of Holdings under my direction and supervision, have performed the following procedures as of and for the periods set forth below.

(a) I have reviewed the financial statements (including the pro forma financial statements) referred to in Section 5.1 of the Credit Agreement.

(b) I have knowledge of and have reviewed to my satisfaction the Credit Agreement.

(c) As chief financial officer of Holdings, I am familiar with the financial condition of Holdings and its Subsidiaries.

4. Based on and subject to the foregoing, I hereby certify on behalf of Holdings that after giving effect to the consummation of the Transactions, it is my opinion that (i) the Fair Value and Present Fair Salable Value of the assets of Holdings and its Subsidiaries, taken as a whole, exceed their Stated Liabilities and Identified Contingent Liabilities; (ii) Holdings and its Subsidiaries, taken as a whole, do not have Unreasonably Small Capital; and (iii) Holdings and its Subsidiaries, taken as a whole, will be able to pay their Stated Liabilities and Identified Contingent Liabilities as they mature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Holdings has caused this certificate to be executed on its behalf by its Chief Financial Officer as of the date first written above.

GOGO INTERMEDIATE HOLDINGS LLC

By: _____

Name: Norman Smagley
Title: Chief Financial Officer

FORM OF MORTGAGE

[See attached]

RECORDING REQUESTED BY:

Latham & Watkins LLP

AND WHEN RECORDED MAIL TO:

Latham & Watkins LLP
885 Third Avenue
Suite 1000
New York, New York 10022-4802
Attn: Shira E. Bressler, Esq.

Re: [AIRCELL ENTITY]

Location: [PROPERTY]

Municipality:

County:

State:

Space above this line for recorder's use only

**[LEASEHOLD] MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING**

This **[LEASEHOLD] MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**, dated as of _____, 2012 (as it may be amended, supplemented or otherwise modified from time to time, this "Mortgage"), by and from **[AIRCELL ENTITY]**, a _____, with an address at _____ ("Mortgagor") to **MORGAN STANLEY SENIOR FUNDING, INC.** with an address at _____, as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns, "Mortgagee").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 21, 2012 (as it may be amended, supplemented or otherwise modified, the "Credit Agreement"; all capitalized terms defined therein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), entered into by and among **AIRCELL BUSINESS AVIATION SERVICES LLC**, a Delaware limited liability company ("BA"), **GOGO INTERMEDIATE HOLDINGS LLC**, a Delaware limited liability company ("Holdings"), **GOGO LLC** ("CA", and together with BA and Holdings, the "Borrowers" and each a "Borrower"), a Delaware limited liability company, the Lenders party thereto from time to time and **MORTGAGEE**, as administrative agent and collateral agent (together with its permitted successors in such capacity);

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of June 21, 2012 (as it may be amended, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), entered into by and among **BORROWERS, MORTGAGOR** and the other **SUBSIDIARY GUARANTORS** listed therein;

WHEREAS, subject to the terms and conditions of the Credit Agreement, Mortgagor may enter into one or more Specified Hedge Agreements and Specified Cash Management Agreements with one or more Qualified Counterparties and Cash Management Banks;

WHEREAS, either (a) Mortgagor is a Borrower or (b) Mortgagor is the wholly owned subsidiary of a Borrower, as a result of which Mortgagor is a direct or indirect beneficiary of the Loans and other accommodations of Lenders, Qualified Counterparties and Cash Management Banks as set forth in the Credit Agreement and may receive advances therefrom, whether or not Mortgagor is a party to the Credit Agreement;

WHEREAS, in consideration of the making of the Loan and other accommodations of Lenders, Qualified Counterparties and Cash Management Banks as set forth in the Credit Agreement and the Hedge Agreements, respectively, Mortgagor has agreed, subject to the terms and conditions hereof, each other Loan Document and each of the Specified Hedge Agreements and the Specified Cash Management Agreements, to secure Mortgagor's obligations under the Loan Documents, the Specified Hedge Agreements and the Specified Cash Management Agreements as set forth herein;

[WHEREAS, Mortgagor is the holder of leasehold title in and to all of the real estate located in the County of _____ and State of _____ (the "State"), and more fully described in Exhibit A attached hereto, pursuant to the [Lease Agreement] dated as of _____, _____ by and between [LANDLORD], a [_____] , as lessor ("Lessor") and Mortgagor, as lessee, ("Lessee"), a memorandum of which is recorded in Book _____, Page _____ with the Clerk of _____ County, _____ (together with any amendments, the "Subject Lease"), which Premises forms a portion of the Mortgaged Property described below;] and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Mortgagee and Mortgagor agree as follows:

SECTION 1. DEFINITIONS

1.1 Definitions. Capitalized terms used herein (including the recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"**Indebtedness**" shall have the definition as described in the Credit Agreement.

“Mortgaged Property” means all of Mortgagor’s interest in (i) the real property described in Exhibit A, together with any greater or additional estate therein as hereafter may be acquired by Mortgagor (the **“Land”**); (ii) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land subject to the Liens permitted by Section 8.3 of the Credit Agreement, (the **“Improvements”**); the Land and Improvements are collectively referred to as the **“Premises”**); (iii) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **“Fixtures”**); (iv) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Mortgagor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits subject to depositors rights and requirements of law (the **“Leases”**); (v) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the **“Rents”**); (vi) to the extent mortgageable or assignable all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the **“Property Agreements”**); (vii) to the extent mortgageable or assignable all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (viii) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the **“Proceeds”**); (ix) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the **“Insurance”**); [and] (x) all of Mortgagor’s right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements or Fixtures (the **“Condemnation Awards”**) [; and (xi) the Subject Lease and any nondisturbance, attornment and recognition agreement benefiting Mortgagor with respect to the Subject Lease, together with all credits, deposits, privileges, rights, estates, title and interest of Mortgagor as tenant under the Subject Lease (including all rights of Mortgagor to treat the Subject Lease as terminated under Section 365(h) (a **“365(h) Election”**) of the Bankruptcy Code, or any other state or federal insolvency, reorganization, moratorium or similar law for the relief of debtors (a **“Bankruptcy Law”**), or any comparable right provided under any other Bankruptcy Law, together with all rights, remedies and privileges related thereto), and all books and records that contain records of payments of rent or security made under the Subject Lease and all of Mortgagor’s claims and rights to the payment of damages that may arise from Lessor’s failure to perform under the Subject Lease, or rejection of the Subject Lease under any Bankruptcy Law (a **“Lease Damage Claim”**), Mortgagee having the right, at any time and from time to time, to notify Lessor of the rights of Mortgagee hereunder]. As used in this Mortgage, the term **“Mortgaged Property”** shall mean all or, where the context permits or requires, any portion of the above or any interest therein]. As used in this Mortgage, the term **“Mortgaged Property”** shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

“**Obligations**” shall have the meaning as described in the Credit Agreement.

“**UCC**” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “**UCC**” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

1.2 Interpretation. References to “Sections” shall be to Sections of this Mortgage unless otherwise specifically provided. Section headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect. The rules of construction set forth in Section 1.3 of the Credit Agreement shall be applicable to this Mortgage mutatis mutandis. If any conflict or inconsistency exists between this Mortgage and the Credit Agreement, the Credit Agreement shall govern.

SECTION 2. GRANT

To secure the full and timely payment of the Indebtedness and the full performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS WITH POWER OF SALE (if available under State law), to Mortgagee the Mortgaged Property, subject, however, to the Liens permitted by Section 8.3 of the Credit Agreement, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee for so long as any of the Obligations remain outstanding, upon the trust, terms and conditions contained herein.

SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS

3.1 Title. Mortgagor represents and warrants to Mortgagee that except for the Liens permitted by Section 8.3 of the Credit Agreement, (a) [Mortgagor owns the Mortgaged Property] [has a valid leasehold interest in the Subject Lease] free and clear of any liens, claims or interests, and (b) this Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property [Subject Lease].

3.2 First Lien Status. Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage and the other Loan Documents to the extent related to the Mortgaged Property.

3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed as required under the Loan Documents.

3.4 Replacement of Fixtures. Except as otherwise permitted in the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest except such as may be permitted under the Credit Agreement or first approved in writing by Mortgagee.

3.5 Intentionally Omitted.

3.6 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee. In addition, all of the covenants of Mortgagor in any Loan Document party thereto are incorporated herein by reference and, together with covenants in this Section, shall be covenants running with the land.

3.7 Condemnation Awards and Insurance Proceeds. All condemnation awards and proceeds shall be applied in the manner specified in the Credit Agreement.

3.8 Change in Tax Law. Upon the enactment of or change in (including, without limitation, a change in interpretation of) any applicable law (i) deducting or allowing Mortgagor to deduct from the value of the Mortgaged Property for the purpose of taxation any lien or security interest thereon or (ii) subjecting Mortgagee or any of the Lenders to any tax or changing the basis of taxation of mortgages, deeds of trust, or other liens or debts secured thereby, or the manner of collection of such taxes, in each such case, so as to affect this Mortgage, the Indebtedness or Mortgagee, and the result is to increase the taxes imposed upon or the cost to Mortgagee of maintaining the Indebtedness by an amount deemed by Mortgagee to be material, or to reduce the amount of any payments receivable hereunder by an amount deemed by Mortgagee to be material, then, and in any such event, Mortgagor shall, on demand, pay to Mortgagee and the Lenders additional amounts to compensate for such increased costs or reduced amounts, provided that if any such payment or reimbursement shall be unlawful, or taxable to Mortgagee, or would constitute usury or render the Indebtedness wholly or partially usurious under applicable law, then Mortgagor shall pay or reimburse Mortgagee or the Lenders for payment of the lawful and non-usurious portion thereof.

3.9 Mortgage Tax. Mortgagor shall (i) pay when due any tax imposed upon it or upon Mortgagee or any Lender, Qualified Counterparty or Cash Management Bank pursuant to the tax law of the state in which the Mortgaged Property is located in connection with the execution, delivery and recordation of this Mortgage and any of the other Loan Documents, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.

3.10 Reduction of Secured Amount. In the event that the amount secured by the Mortgage is less than the Indebtedness, then the amount secured shall be reduced only by the last and final sums that one Borrower repays with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness unless arising from the Mortgaged Property. So long as the balance of the Indebtedness exceeds the amount secured, any payments of the Indebtedness shall not be deemed to be applied against, or to reduce, the portion of the Indebtedness secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Indebtedness as are secured by other collateral located outside of the state in which the Mortgaged Property is located or as are unsecured.

3.11 Prohibited Transfers. Except as expressly permitted by the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, sell, lease or convey all or any part of the Mortgaged Property.

3.12 Regulation H. If the Mortgaged Property is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, Mortgagor has provided Mortgagee with (A) a policy of flood insurance that (1) covers the Mortgaged Property, (2) is written in an amount not less than the outstanding principal amount of the indebtedness secured by this Mortgage that is reasonably allocable to the Mortgaged Property or the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less, and (3) has a term ending not later than the maturity of the Indebtedness and (B) confirmation that the Borrowers have received the notice required pursuant to Section 208(e)(3) of Regulation H of the Board.

SECTION 4. DEFAULT AND FORECLOSURE

4.1 Remedies. If an Event of Default has occurred and is continuing, Mortgagee may, at Mortgagee's election, subject to compliance with applicable substantive and procedural law of the state in which the Mortgaged Property is located, exercise any or all of the following rights, remedies and recourses: (a) declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable; (b) enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor; (c) hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable

under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions hereof; (d) institute proceedings for the complete foreclosure of this Mortgage, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the Lenders may be a purchaser at such sale and if Mortgagee is the highest bidder, Mortgagee shall credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived; (e) make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions hereof; and/or (f) exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

4.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or the Lenders, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or the Lenders in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

4.4 Release of and Resort to Collateral. Mortgagee may, in accordance with Section 11.14 of the Credit Agreement, release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect, subject to the terms of the Credit Agreement.

4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation. Borrower waives the statutory right of redemption and equity of redemption.

4.6 Discontinuance of Proceedings. If Mortgagee or the Lenders shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or the Lenders shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee or the Lenders shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee or the Lenders shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or the Lenders thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in accordance with the Credit Agreement.

4.8 Occupancy after Foreclosure. Any sale of the Mortgaged Property or any part thereof will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

4.9 Additional Advances and Disbursements; Costs of Enforcement. If any Event of Default exists, Mortgagee and each of the Lenders shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor in accordance with the Credit Agreement. All sums advanced and expenses incurred at any time by Mortgagee or any Lender under this Section, or otherwise under this Mortgage shall bear interest from the date that such

sum is advanced or expense incurred if not repaid within five (5) days after demand therefor, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage. Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee or the Lenders in respect thereof, by litigation or otherwise.

4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Section, the assignment of the Rents and Leases under Section 5, the security interests under Section 6, nor any other remedies afforded to Mortgagee or the Lenders under the Loan Documents, at law or in equity shall cause Mortgagee or any Lender to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any Lender to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

SECTION 5. ASSIGNMENT OF RENTS AND LEASES

5.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor herein, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor).

5.2 Perfection upon Recordation. Mortgagor acknowledges that Mortgagee has taken all reasonable actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject to the Liens permitted by Section 8.3 of the Credit Agreement and in the case of security deposits, rights of depositors and requirements of law. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without

limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the “Bankruptcy Code”), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a “security agreement” for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

SECTION 6. SECURITY AGREEMENT

6.1 Security Interest. This Mortgage constitutes a “security agreement” on personal property within the meaning of the UCC and other applicable law and with respect to the Fixtures, Leases, Rents, Property Agreements, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Fixtures, Leases, Rents, Property Agreements, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations subject to the Liens permitted by Section 8.3 of the Credit Agreement, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Fixtures, Leases, Rents, Property Agreements, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

6.2 Financing Statements. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee’s security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor’s chief executive office is at the address set forth on Schedule 4 of the Guarantee and Collateral Agreement.

6.3 Fixture Filing. This Mortgage shall also constitute a “fixture filing” for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

SECTION 7. ATTORNEY-IN-FACT

Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Fixtures, Property Agreements, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; provided, (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the rate or rates at which interest is then computed on the Indebtedness provided that from the date incurred said advance is not repaid within five (5) days demand therefor; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

SECTION 8. MORTGAGEE AS AGENT

Mortgagee has been appointed to act as Mortgagee hereunder by Lenders and, by their acceptance of the benefits hereof, Qualified Counterparties and Cash Management Banks. Mortgagee shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Mortgaged Property), solely in accordance with this Mortgage and the Credit Agreement; provided, Mortgagee shall exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of (a) Required Lenders, or (b) after the termination of all Commitments and the payment in full of all Obligations (other than contingent indemnification obligations as to which no claim has been asserted) under the Credit Agreement and the other Loan Documents (Required Lenders or, if applicable, such holders being referred to herein as "Requisite Obligees"). In furtherance of the foregoing provisions of this Section, each Qualified Counterparty and Cash Management Bank, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Mortgaged Property, it being understood and agreed by such Qualified Counterparty and Cash Management Bank that all rights and remedies hereunder may be exercised solely by Mortgagee for the benefit of Lenders, Qualified Counterparties and Cash Management Banks in accordance with the terms of this Section. Mortgagee shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to terms of the Credit Agreement shall also constitute notice of resignation as Mortgagee under this Mortgage; removal of Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute removal as Mortgagee under this Mortgage; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Mortgagee under this Mortgage. Upon the acceptance of any appointment as Administrative Agent under the terms of

the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Mortgagee under this Mortgage, and the retiring or removed Mortgagee under this Mortgage shall promptly (i) transfer to such successor Mortgagee all sums, securities and other items of Mortgaged Property held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Mortgagee under this Mortgage, and (ii) execute and deliver to such successor Mortgagee such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Mortgagee of the security interests created hereunder, whereupon such retiring or removed Mortgagee shall be discharged from its duties and obligations under this Mortgage thereafter accruing. After any retiring or removed Administrative Agent's resignation or removal hereunder as Mortgagee, the provisions of this Mortgage shall continue to enure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Mortgagee hereunder.

SECTION 9. TERMINATION AND RELEASE.

This Mortgage and the Liens and security interests created by this Mortgage shall be released in accordance with the terms of Section 11.14 of the Credit Agreement.

SECTION 10. LOCAL LAW PROVISIONS

[to be provided, if any, by local counsel or title company]

SECTION 11. [MULTI-SITE REAL ESTATE TRANSACTIONS.

Mortgagor acknowledges that this Mortgage is one of a number of Mortgages and other security documents ("Other Mortgages") that secure the Obligations. Mortgagor agrees that, subject to the terms of Section 9 hereof, the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Mortgagee of any security for or guarantees of the Obligations, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligation or any collateral security therefor including the Other Mortgages. Subject to the terms of Section 9 hereof, the lien of this Mortgage shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations or of any of the collateral security therefor, including the Other Mortgages or any guarantee thereof, and, to the fullest extent permitted by applicable law, Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages shall not in any manner impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights and remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages or any of Mortgagee's rights and remedies thereunder. To the fullest extent permitted by applicable law, Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages separately or concurrently and in any order that it may deem appropriate and waives any right of subrogation.]

SECTION 12. [LEASE PROTECTIONS]

12.1 Subject Lease. Mortgagor represents, warrants and agrees as follows:

- (a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of the Subject Lease, including all amendments and modifications, existing as of the date hereof.
- (b) Mortgagor has not executed or entered into any modifications or amendments of the Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing. Except as expressly permitted under the Loan Agreement, Mortgagor shall not enter into any new leases of all or any portion of the Mortgaged Property or any modifications or amendments of the Lease except with Mortgagee's prior written consent which consent shall not be unreasonably withheld or delayed.
- (c) No default now exists under the Lease. No event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under the Lease to cancel the same or otherwise avoid its obligations.
- (d) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor has not executed any assignment or pledge of the Lease or of Mortgagor's right, title and interest in the same.
- (e) This Mortgage conforms and complies with the Lease, does not constitute a violation or default under the Lease, and is and shall at all times constitute a valid lien (subject only to matters permitted by this Mortgage) on Mortgagor's interests in the Lease.
- (f) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, the Lease in accordance with the Lease.
- (g) Mortgagor shall perform and observe all terms, covenants, and conditions that Mortgagor must perform and observe as lessee under the Lease, and do everything necessary to preserve and to keep unimpaired Mortgagor's rights under the Lease. Mortgagor shall provide all insurance required by the Lease. All such insurance shall comply with this Mortgage. Mortgagor shall enforce the Lessor's obligations under the Lease so that Mortgagor may enjoy all its rights as lessee under the Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Lease.
- (h) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from the Lessor. Mortgagor shall promptly notify Mortgagee of any request that either party to the Lease makes for arbitration pursuant to the Lease

and the guidelines of the institution of any such arbitration. Mortgagor shall promptly deliver to Mortgagee a copy of the arbitrators' determination in each such arbitration. Mortgagee may participate in any such arbitration in such manner as Mortgagee shall determine appropriate, including following an Event of Default and during the continuance thereof, to the exclusion of Mortgagor if so determined by Mortgagee in its reasonable discretion.

- (i) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the Lessor or any third party takes or desires to take pursuant to the terms and provisions of such Lease if such action has a material adverse effect on the Lease or Mortgagor's rights thereunder.
- (j) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Lease. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Lease.

12.2 Treatment of Lease in Bankruptcy.

- (a) If the Lessor rejects or disaffirms, or seeks or purports to reject or disaffirm, the Subject Lease pursuant to any Bankruptcy Law, then Mortgagor shall not exercise the 365(h) Election except as otherwise provided in this paragraph. To the extent permitted by law, Mortgagor shall not suffer or permit the termination of any Lease by exercise of the 365(h) Election or otherwise without Mortgagee's consent. Mortgagor acknowledges that because the Subject Lease is a primary element of Mortgagee's security for the Obligations secured hereunder, it is not anticipated that Mortgagee would consent to termination of the Subject Lease. If Mortgagor makes any 365(h) Election in violation of this Mortgage, then such 365(h) Election shall be void and of no force or effect.
- (b) Mortgagor hereby assigns to Mortgagee the 365(h) Election with respect to the Subject Lease until the Obligations secured hereunder have been satisfied in full. Mortgagor acknowledges and agrees that the foregoing assignment of the 365(h) Election and related rights is one of the rights that Mortgagee may use at any time to protect and preserve Mortgagee's other rights and interests under this Mortgage. Mortgagor further acknowledges that exercise of the 365(h) Election in favor of terminating the Subject Lease would constitute waste prohibited by this Mortgage. Mortgagor acknowledges and agrees that the 365(h) Election is in the nature of a remedy available to Mortgagor under the Subject Lease, and is not a property interest that Mortgagor can separate from the Subject Lease as to which it arises. Therefore, Mortgagor agrees and acknowledges that exercise of the 365(h) Election in favor of preserving the right to possession under the Subject Lease shall not be deemed to constitute Mortgagee's taking or sale of the Land (or any element thereof) and shall not entitle Mortgagor to any credit against the Obligations secured hereunder or otherwise impair Mortgagee's remedies.
- (c) Mortgagor acknowledges that if the 365(h) Election is exercised in favor of Mortgagor's remaining in possession under the Subject Lease, then Mortgagor's resulting occupancy rights, as adjusted by the effect of Section 365 of the Bankruptcy Code, shall then be part of the Mortgaged Property and shall be subject to the lien of this Mortgage.

12.3 Rejection of Lease by Lessor. If the Lessor rejects or disaffirms the Subject Lease or purports or seeks to disaffirm such Subject Lease pursuant to any Bankruptcy Law, then:

- (a) Mortgagor shall remain in possession of the Land demised under the Subject Lease and shall perform all acts necessary for Mortgagor to remain in such possession for the unexpired term of such Subject Lease (including all renewals), whether the then existing terms and provisions of such Subject Lease require such acts or otherwise; and
- (b) All the terms and provisions of this Mortgage and the lien created by this Mortgage shall remain in full force and effect and shall extend automatically to all of Mortgagor's rights and remedies arising at any time under, or pursuant to, Section 365(h) of the Bankruptcy Code, including all of Mortgagor's rights to remain in possession of the Land.

12.4 Assignment of Claims to Mortgagee. Mortgagor, immediately upon learning that the Lessor has failed to perform the terms and provisions under the Subject Lease (including by reason of a rejection or disaffirmance or purported rejection or disaffirmance of such Subject Lease pursuant to any Bankruptcy Law), shall notify Mortgagee of any such failure to perform. Mortgagor unconditionally assigns, transfers, and sets over to Mortgagee any and all Lease Damage Claims. This assignment constitutes a present, irrevocable, and unconditional assignment of the Lease Damage Claims, and shall continue in effect until the Obligations secured hereunder have been satisfied in full.

12.5 Offset by Mortgagor. If pursuant to Section 365(h)(2) of the Bankruptcy Code or any other similar Bankruptcy Law, Mortgagor seeks to offset against any rent under the Subject Lease the amount of any Lease Damage Claim, then Mortgagor shall notify Mortgagee of its intent to do so at least 20 days before effecting such offset. Such notice shall set forth the amounts proposed to be so offset and the basis for such offset. If Mortgagee reasonably objects to all or any part of such offset, then Mortgagor shall not effect any offset of the amounts to which Mortgagee reasonably objects. If Mortgagee approves such offset, then Mortgagor may effect such offset as set forth in Mortgagor's notice. Neither Mortgagee's failure to object, nor any objection or other communication between Mortgagee and Mortgagor that relates to such offset, shall constitute Mortgagee's approval of any such offset. Mortgagor shall indemnify Mortgagee against any offset against the rent reserved in any Lease.

12.6 Mortgagor's Acquisition of Interest in Leased Parcel. If Mortgagor acquires the fee or any other interest in any Land or Improvements originally subject to the Lease, then, such acquired interest shall immediately become subject to the lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Land or Improvements, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

12.7 New Lease Issued to Mortgagee. If the Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of the Lease, Mortgagee or its designee shall acquire from Lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.]

SECTION 13. MISCELLANEOUS

13.1 Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with the notice provisions of the Credit Agreement. No failure or delay on the part of Mortgagee or any Lender in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Mortgage and the other Loan Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Mortgage shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Except as permitted in the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder. Upon payment in full of the Indebtedness and performance in full of the Obligations, or upon prepayment of a portion of the Indebtedness equal to the Net Cash Proceeds from any Asset Sale for the Mortgaged Property in connection with a permitted Asset Sale, subject to and in accordance with the terms and provisions of the Credit Agreement, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor or, at the request of Mortgagor, assign this Mortgage without recourse. This Mortgage and the other Loan Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

13.2 Governing Law. THIS MORTGAGE AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS MORTGAGE (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

13.3 Time of Essence. Time is of the essence of this Mortgage.

13.4 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, BREACH OF DUTY, COMMON LAW, STATUTE OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES IT JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

13.5 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

13.6 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

13.7 Subrogation. To the extent proceeds of the Loan have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

13.8 Credit Agreement. If any conflict or inconsistency exists between this Mortgage and the Credit Agreement, the Credit Agreement shall govern.

13.9 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisal, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

13.10 Entire Agreement. This Mortgage and the other Loan Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

13.11 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated offshore or in more than one county, descriptions of only those portions of the Mortgaged Property located in the county in which a particular counterpart is recorded shall be attached as Exhibit A thereto. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

[AIRCELL ENTITY]

By: _____
Name:
Title:

[APPROPRIATE NOTARY BLOCK]

EXHIBIT A TO
MORTGAGE

Legal Description of Premises:
[See attached]

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [***]

FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of April 4, 2013 (this "First Amendment"), to the Credit Agreement referred to below among the Borrowers (as defined below), the other Loan Parties, the Administrative Agent (as defined below), the Collateral Agent (as defined below), the Required Lenders referred to herein and the Upsized Lenders (as defined below).

RECITALS

WHEREAS, pursuant to the Credit Agreement dated as of June 21, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gogo Intermediate Holdings LLC ("Holdings"), Aircell Business Aviation Services LLC ("BA"), Gogo LLC ("CA" and, together with Holdings and BA, the "Borrowers"), the several banks, other financial institutions or entities from time to time parties thereto (the "Lenders") and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent"), and as collateral agent (in such capacity, the "Collateral Agent") to the Lenders, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to the Borrowers; and

WHEREAS, pursuant to and in accordance with Section 11.1 of the Credit Agreement, the Borrowers have requested that the Credit Agreement be amended to provide for an increase in the existing Loans thereunder in an aggregate amount not to exceed \$113,000,000 and that such new Loans be provided by existing Lenders and other banks or financial institutions that become Lenders under the Credit Agreement (each such Person committing to provide and providing any such new Loans on the First Amendment Effective Date (as defined below) being referred to herein as an "Upsized Lender");

WHEREAS, all such new Loans provided by the Upsized Lenders shall, from and after funding on the First Amendment Effective Date, be treated as Loans for all purposes of the Credit Agreement;

WHEREAS, the Lenders party hereto, constituting the Required Lenders, are willing to approve the amendment requests described herein and the Upsized Lenders agreeing to make any such new Loans are willing to grant the extension of credit contemplated hereby, in each case on the terms and subject to the conditions of this First Amendment;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I. Defined terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION II. Amendment of the Credit Agreement.

- 2.1 Amendment to Preamble. The preamble to the Credit Agreement is hereby amended by replacing the words “the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”) with the words “the Lenders (as defined below)”.
- 2.2 Amendment to Recitals. The first recital to the Credit Agreement is amended and restated in its entirety as follows: “WHEREAS, the Borrowers have requested (i) the Lenders to extend credit in the form of Loans on the Closing Date, in an aggregate principal amount not in excess of \$135,000,000 and (ii) the Upsized Lenders to extend credit in the form of Loans on the First Amendment Effective Date, in an aggregate principal amount not in excess of \$113,000,000;”.
- 2.3 Amendment of Section 1.1. Section 1.1 of the Credit Agreement is hereby amended by:
- (i) Inserting the following definitions in the appropriate alphabetical order therein:
 - “Commodity Exchange Act”: the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.
 - “Equity Raise”: from and after the First Amendment Effective Date, (i) the initial underwritten public offering of common Capital Stock of Parent pursuant to an effective registration statement filed with the Securities and Exchange Commission in accordance with the Securities Act of 1933 or (ii) the private placement of Capital Stock of the Parent, in the case of each of clauses (i) and (ii), that results in Parent receiving at least \$75,000,000 of net cash proceeds.
 - “Excluded Swap Obligation”: with respect to any Guarantor, (x) as it relates to all or a portion of the Guarantee Obligation of such Guarantor under the Guarantee and Collateral Agreement, any Swap Obligation if, and to the extent that, such Swap Obligation (or any Guarantee Obligation in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) or (y) as it relates to all or a portion of the grant by such Guarantor of a security interest, any Swap Obligation if, and to the extent that, such Swap Obligation (or such security interest in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof). If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee Obligation under the Guarantee and Collateral Agreement or security interest is or becomes illegal.
 - “First Amendment”: the First Amendment to this Agreement, dated as of April 4, 2013.
 - “First Amendment Effective Date”: the date on which the First Amendment becomes effective pursuant to the terms set forth therein.

“Swap Obligation”: with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Upsized Lender”: each Lender described in clause (b) of the definition of Lender. It is understood and agreed that all Upsized Lenders shall, from and after the First Amendment Effective Date, be Lenders for all purposes of this Agreement.

“Upsized Loan Release Conditions”: the occurrence of the following after the First Amendment Effective Date: (i) the Consolidated EBITDA for any four consecutive fiscal quarter period (the “Reference Period”) ending after the First Amendment Effective Date being at least \$45,000,000 and (ii) (A) the Consolidated EBITDA (it being understood and agreed that for purposes of this clause (A) “Consolidated EBITDA” shall be determined as if the definition thereof and any defined terms used therein were applicable to the commercial aviation North America segment of Holdings and its Subsidiaries only (“CA-NA”) of CA-NA for the third fiscal quarter or last fiscal quarter contained in the Reference Period or the immediately following fiscal quarter (the applicable fiscal quarter being referred to herein as the “Reference Quarter”) being greater than or equal to \$0 and (B) CA-NA having total revenues in an amount equal to or greater than \$50,000,000 for the Reference Quarter; provided that the Upsized Loan Release Conditions shall also have been satisfied if either the condition described in clause (i) above or the condition described in clause (ii) above has been satisfied and the Required Lenders consent in accordance with the terms of Section 11.1.

(ii) Amending and restating the following defined terms as follows:

“Applicable Margin”: for any date (a) with respect to any LIBOR Loan, 9.75% per annum; provided that, on and after January 1, 2014, the Applicable Margin with respect to any LIBOR Loan shall be 11.0% per annum if the Equity Raise has not occurred on or prior to December 31, 2013; provided further that, notwithstanding anything to the contrary in the previous proviso, if the Upsized Loan Release Conditions have been satisfied pursuant to the proviso set forth in the definition thereof, on and after the effective date of the Required Lender consent referred to therein the Applicable Margin with respect to any LIBOR Loan shall be 11.75% per annum; and (b) with respect to any Base Rate Loan, 8.75% per annum; provided that, on and after January 1, 2014, the Applicable Margin with respect to any Base Rate Loan shall be 10.0% per annum if the Equity Raise has not occurred on or prior to December 31, 2013; provided further that, notwithstanding anything to the contrary in the previous proviso, if the Upsized Loan Release Conditions have been satisfied pursuant to the proviso set forth in the definition thereof, on and after the effective date of the Required Lender consent referred to therein the Applicable Margin with respect to any Base Rate Loan shall be 10.75% per annum.”

“Applicable Premium”: (a) with respect to any Loans on any date of prepayment pursuant to Section 4.1, purchase pursuant to Section 4.13(b), automatic acceleration of the Loans pursuant to Section 9 or declaration by the Administrative Agent of the Loans to be due and payable pursuant to Section 9, in each case on or prior to the Make-Whole Termination Date, the sum of (i) 3.0% of the principal amount so prepaid, purchased, automatically accelerated or declared and (ii) the present value at such date of all required interest payments due on such Loans from the date of prepayment, purchase, automatic

acceleration or declaration through and including the Make-Whole Termination Date (excluding accrued but unpaid interest as of the date of prepayment or purchase), assuming that all such interest accrues at the Base Rate in effect as of the first Business Day prior to the date of such prepayment, purchase, automatic acceleration or declaration plus the Applicable Margin, discounted to the date of prepayment, purchase, automatic acceleration or declaration at a rate equal to the Treasury Rate as of such date of prepayment, purchase, automatic acceleration or declaration plus 0.50% or (b) with respect to any Loans on any date of prepayment pursuant to Section 4.1, purchase pursuant to Section 4.13(b), automatic acceleration of the Loans pursuant to Section 9 or declaration by the Administrative Agent of the Loans to be due and payable pursuant to Section 9, in each case after the Make-Whole Termination Date but prior to the fourth anniversary of the Closing Date, 3.0% of the principal amount so prepaid, purchased, automatically accelerated or declared.

“Commitment”: (a) with respect to each Lender that is a Lender on the Closing Date, the obligation of such Lender, if any, to make a Loan to the Borrowers hereunder in a principal amount not to exceed the amount set forth under the heading “Commitment” under such Lender’s name on Schedule 1.1(a) or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof and (b) with respect to each Upsized Lender that is a Lender on the First Amendment Effective Date, the obligation of such Upsized Lender, if any, to make a Loan to the Borrowers hereunder in a principal amount not to exceed the amount set forth under the heading “Commitment” under such Upsized Lender’s name on Schedule A to the First Amendment (as appended to the First Amendment on the First Amendment Effective Date) or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The aggregate amount of the Commitments on the Closing Date, prior to the funding of Loans on the Closing Date, was \$135,000,000. The aggregate amount of the Commitments on the First Amendment Effective Date, prior to the funding of Loans on the First Amendment Effective Date, is \$113,000,000.

“Lenders”: the (a) several banks and other financial institutions or entities from time to time parties to this Agreement and (b) effective as of the First Amendment Effective Date, the Persons listed on Schedule A to the First Amendment (as appended to the First Amendment on the First Amendment Effective Date), in each case together with their respective permitted successors and assigns.

“Loan”: (a) each term loan made on the Closing Date by each Lender to BA pursuant to Section 2.1(a) and (b) each term loan made on the First Amendment Effective Date by each Upsized Lender to BA pursuant to Section 2.1(b). It is understood and agreed that all term loans funded by the Upsized Lenders on the First Amendment Effective Date shall, from and after such funding, be Loans for all purposes of this Agreement, and that the Loans made on the Closing Date and the Loans made on the First Amendment Effective Date shall constitute a single Tranche of Loans hereunder.

“Make-Whole Termination Date”: the day immediately prior to the third anniversary of the Closing Date.

“Solvent”: with respect to the Borrowers and their Subsidiaries on the Closing Date or the First Amendment Effective Date, as applicable, on a consolidated basis

means (i) the Fair Value and Present Fair Salable Value of the assets of the Borrowers and their Subsidiaries taken as a whole exceed their Stated Liabilities and Identified Contingent Liabilities; (ii) [***] the Borrowers and their Subsidiaries taken as a whole do not have Unreasonably Small Capital; and (iii) [***] the Borrowers and their Subsidiaries taken as a whole will be able to pay their Stated Liabilities and Identified Contingent Liabilities as they mature (all capitalized terms used in this definition other than “Borrowers”, “Subsidiaries”, “Equity Raise”, “First Amendment Effective Date” and “Closing Date” shall have the meaning assigned to such terms in the form of solvency certificate attached hereto as Exhibit I).”

(iii) Amending and restating clause (a) of the definition of the term of “Available Basket Amount” in its entirety as follows:

“(a) \$145,000,000, which amount shall be increased by (1) \$83,000,000 on the First Amendment Effective Date and (2) \$30,000,000 on the earlier to occur of (x) the date on which the Upsized Loan Release Conditions have been satisfied or (y) the date on which the Equity Raise has occurred,”

(iv) Amending the definition of the term “Obligations” set forth therein by adding the following to the end of such definition:

“provided, further, that the Obligations shall exclude any Excluded Swap Obligations”.

2.4 Amendment of Section 2.1. Section 2.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“2.1 Commitments. Subject to the terms and conditions hereof, (a) each Lender severally agrees to make a term loan to BA on the Closing Date in an amount not to exceed the amount of the Commitment of such Lender as of the Closing Date and (b) each Upsized Lender severally agrees to make a term loan to BA on the First Amendment Effective Date in an amount not to exceed the amount of the Commitment of such Upsized Lender as of the First Amendment Effective Date. The Loans may from time to time be LIBOR Loans or Base Rate Loans, as determined by BA and notified to the Administrative Agent in accordance with Sections 2.2 and 4.3. Each borrowing under the Commitments shall be in an amount equal to (x) in the case of Base Rate Loans, \$1,000,000 or integral multiples of \$100,000 in excess thereof and (y) in the case of LIBOR Loans, \$1,000,000 or integral multiples of \$100,000 in excess thereof. The Commitments of each Lender in effect on the Closing Date shall automatically terminate at 5:00 P.M., New York City time, on the Closing Date. The Commitments of each Upsized Lender in effect on the First Amendment Effective Date shall automatically terminate at 5:00 P.M., New York City time, on the First Amendment Effective Date. Each of the parties hereto hereby agrees that the Administrative Agent may, in consultation with the Borrowers, take any and all action as may be reasonably necessary to ensure that, upon the effectiveness of the making of the Loans on the First Amendment Effective Date, all such Loans are included in each borrowing of outstanding Loans (including the Loans made on the Closing Date) on a pro rata basis. It is understood and agreed that all term loans funded by the Upsized Lenders on the First Amendment Effective Date shall, from and after such funding, be Loans for all purposes of this Agreement, and that the Loans made on the Closing Date and the Loans made on the First Amendment Effective Date shall constitute a single Tranche of Loans hereunder.”

2.5 Amendment of Section 2.2. Section 2.2 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“2.2 Procedure for Borrowing. BA shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 11:00 A.M., New York City time, three Business Days prior to the anticipated Closing Date or the First Amendment Effective Date, as applicable, in the case of LIBOR Loans to be made on the Closing Date and the First Amendment Effective Date, respectively, and no later than 11:00 A.M., New York City time, one Business Day prior to the Closing Date or the First Amendment Effective Date, as applicable, in the case of Base Rate Loans to be made on the Closing Date and the First Amendment Effective Date, respectively) requesting that the Lenders make the Loans on the Closing Date or the First Amendment Effective Date, as applicable, and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent shall promptly notify each Lender or Upsized Lender, as applicable, thereof. Not later than 12:00 Noon, New York City time, on the Closing Date or the First Amendment Effective Date, as applicable, each Lender or Upsized Lender, as applicable, shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Loans to be made by such Lender or Upsized Lender, as applicable. The Administrative Agent shall promptly make available to BA the aggregate of the amounts made available to the Administrative Agent by the Lenders or the Upsized Lenders, as applicable, in immediately available funds.”

2.6 Amendment of Section 2.3. The table set forth in Section 2.3 of the Credit Agreement is hereby amended and restated in its entirety as follows:

<u>Payment Date</u>	<u>Principal Amount</u>
June 30, 2013	\$ 1,550,000
September 30, 2013	\$ 1,550,000
December 31, 2013	\$ 1,550,000
March 31, 2014	\$ 1,550,000
June 30, 2014	\$ 1,550,000
September 30, 2014	\$ 1,550,000
December 31, 2014	\$ 1,550,000
March 31, 2015	\$ 1,550,000
June 30, 2015	\$ 1,550,000
September 30, 2015	\$ 1,550,000
December 31, 2015	\$ 1,550,000
March 31, 2016	\$ 1,550,000
June 30, 2016	\$ 1,550,000
September 30, 2016	\$ 1,550,000
December 31, 2016	\$ 1,550,000
March 31, 2017	\$ 1,550,000
Maturity Date	Remaining unpaid principal amount of the Loans.”

2.7 Amendment to Section 3.1(a). Section 3.1(a) of the Credit Agreement is hereby amended by adding two new sentences at the end thereof as follows:

“The Borrowers agree to pay closing fees to each Upsized Lender on the First Amendment Effective Date, as a yield enhancement fee for the funding of such Upsized Lender’s Loans, in an amount equal to 5.00% of the stated principal amount of such Upsized Lender’s Loans, payable to such Upsized Lender on the First Amendment Effective Date out of the proceeds of such Upsized Lender’s Loans as and when funded on the First Amendment Effective Date. Such closing yield enhancement fee will be in all respects fully earned, due and payable on the First Amendment Effective Date and shall not be refundable under any circumstances.”

2.8 Amendment of Section 3.3(f). Section 3.3(f) of the Credit Agreement is revised by replacing the words “prior to the third anniversary of the Closing Date” in the third proviso of the first sentence with the words “prior to the fourth anniversary of the Closing Date”.

2.9 Amendment of Section 4.1. Section 4.1 of the Credit Agreement is revised to amend and restate the last sentence thereof in its entirety as follows:

“In the event that any Loans are prepaid pursuant to this Section 4.1 at any time prior to the fourth anniversary of the Closing Date, the Borrowers shall pay to the Administrative Agent, for the account of the Lenders, in addition to the amounts otherwise described in this Section 4.1, an amount equal to the Applicable Premium.”

2.10 Amendment of Section 4.13. Section 4.13 of the Credit Agreement is revised by replacing the words “prior to the third anniversary of the Closing Date” in clause (xi) thereof with the words “prior to the fourth anniversary of the Closing Date”.

2.11 Amendment of Section 11.2(c). Section 11.2(c) of the Credit Agreement is revised by inserting the words “or Schedule A to the First Amendment, as applicable,” after the words “Schedule 1.1”.

2.12 Amendment to Credit Agreement Schedules. The schedules attached hereto on Annex I shall amend and restate the corresponding schedules to the Credit Agreement.

2.13 Amendment to Guarantee and Collateral Agreement Schedules. The schedules attached hereto on Annex II shall amend and restate the corresponding schedules to the Guarantee and Collateral Agreement.

SECTION III. Conditions to Effectiveness of the First Amendment. The effectiveness of this First Amendment is subject to the satisfaction of the following conditions (the “First Amendment Effective Date”):

3.1 Execution. This First Amendment shall have been duly executed and delivered by the Borrowers, the other Loan Parties, the Administrative Agent, the Collateral Agent, the Lenders constituting Required Lenders immediately prior to the First Amendment Effective Date and each of the Upsized Lenders.

3.2 Borrowing Request. The Administrative Agent shall have received a notice of borrowing at least one Business Day prior to the First Amendment Effective Date with respect to the Loans to be made on the First Amendment Effective Date satisfying the requirements of Section 2.2 of the Credit Agreement (as amended hereby).

3.3 Legal Opinions. The Administrative Agent shall have received, on behalf of itself, the Collateral Agent, the Lenders and the Upsized Lenders, (A) the executed legal opinion of Debevoise & Plimpton LLP, special counsel to the Loan Parties, (B) the executed legal opinion of Sidley Austin LLP, special Delaware counsel to the Loan Parties and (C) the executed legal opinion of Hogan Lovells US LLP, special FCC counsel to the Loan Parties, in each case (i) dated the First Amendment Effective Date, (ii) addressed to the Administrative Agent, the Collateral Agent, the Lenders and the Upsized Lenders, (iii) covering such matters relating to this First Amendment, the Loan Documents, and the Transactions as the Administrative Agent shall reasonably request and (iv) in form and substance reasonably satisfactory to the Administrative Agent. The Borrowers hereby request such counsel to deliver such opinions.

3.4 Corporate Documents. The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation or organization, including all amendments thereto, of each Loan Party, certified as of a recent date by the Secretary of State, or appropriate authority, of the state of its organization, and a certificate as to the good standing or status of each Loan Party as of a recent date, from such Secretary of State; (ii) a certificate of the Secretary or Assistant Secretary of each Loan Party dated the First Amendment Effective Date and certifying (A) that attached thereto is a true and complete copy of the by-laws or operating agreement of such Loan Party as in effect on the First Amendment Effective Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors or manager, as applicable, of such Loan Party authorizing the execution, delivery and performance of this First Amendment and, in the case of the Borrowers, the borrowings of the Loans provided by the Upsized Lenders, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation or other constitutive documents of such Loan Party have not been amended since the date of the last amendment thereto shown on the certificate of good standing or status furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer executing this First Amendment or any other document delivered in connection herewith on behalf of such Loan Party; and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above.

3.5 First Amendment Effective Date Certificate; Solvency Certificate. The Administrative Agent shall have received a certificate, dated the First Amendment Effective Date and signed by a Responsible Officer of the Borrowers, confirming compliance with the conditions set forth in Sections 3.8, 3.9 and 3.10 of this First Amendment. The Administrative Agent shall have received a certificate, dated the First Amendment Effective Date and signed by the chief financial officer of Holdings certifying that, the Borrowers and their Subsidiaries, taken as a whole, are and after giving effect to the Transactions and the incurrence of all Indebtedness and obligations being incurred in connection herewith and therewith, will be Solvent.

3.6 Consent Fees; Engagement Fees. The Borrowers shall have paid to the Administrative Agent, in immediately available funds, for the account of each Lender party to the Credit Agreement immediately prior to the First Amendment Effective Date that

has executed and delivered a counterpart signature page of this First Amendment on or prior to 2:30 p.m., New York City time, on April 4, 2013 a fee of 1.00% of the sum of each such Lender's aggregate outstanding Loans as of the date hereof. The Borrowers shall have paid to Morgan Stanley Senior Funding, Inc. and J.P. Morgan Securities LLC, in immediately available funds, the fees payable pursuant to the first paragraph of Section 2 of that certain Engagement Letter among the Borrowers, Morgan Stanley Senior Funding, Inc. and J.P. Morgan Securities LLC relating to this First Amendment.

3.7 Costs and Expenses. The Borrowers shall have paid all fees required to be paid in accordance with Section VI of this First Amendment.

3.8 Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents, as amended by the First Amendment, shall be true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") on and as of the First Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") as of such earlier date.

3.9 No Default. No Default or Event of Default shall have occurred and be continuing on the First Amendment Effective Date or after giving effect to the extensions of credit requested to be made on such date.

3.10 Approvals. (i) All governmental, shareholder and third party approvals necessary in connection with the Transactions shall have been obtained and be in full force and effect and (ii) no Requirement of Law shall be applicable to any Group Member that restrains, prevents or imposes conditions upon the Transactions or the Loan Documents.

3.11 Patriot Act. The Administrative Agent and the Upsized Lenders shall have received at least three Business Days prior to the Closing Date all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, as reasonably requested at least five Business Days prior to the Closing Date by the Administrative Agent and the Lenders.

SECTION IV. Representations and Warranties. To induce the other parties hereto to enter into this First Amendment, to induce the Required Lenders to consent to amend the Credit Agreement in the manner provided herein and to induce the Upsized Lenders to make Loans on the First Amendment Effective Date, Holdings and the other Borrowers hereby represent and warrant to the Administrative Agent, the Collateral Agent, the Lenders and the Upsized Lenders that, as of the date hereof:

4.1 No Legal Bar. The execution, delivery and performance of this First Amendment, the borrowings of the Loans made by the Upsized Lenders and the use of the proceeds thereof will not (i) violate (A) the Organizational Documents of any Group Member, (B) any Requirement of Law or any Governmental Authorization of or applicable to any Group Member in any respect that could reasonably be expected to have a Material

Adverse Effect or (C) any material Contractual Obligation of any Group Member and (ii) result in, or require, the creation or imposition of any Lien (other than the Liens created by the Security Documents and other than Liens under Section 8.3 of the Credit Agreement to the extent such Liens do not have priority over the Liens created by the Security Documents) on any of their respective properties or revenues pursuant to its Organizational Documents, any Requirement of Law, any Governmental Authorization or any such material Contractual Obligation.

4.3 Power; Authorization; Enforceable Obligations. Each Loan Party has the power and authority, and the legal right, to make, deliver and perform this First Amendment and, in the case of the Borrowers, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational and other action to authorize the execution, delivery and performance of this First Amendment and, in the case of the Borrowers, to authorize the extensions of credit on the terms and conditions of this First Amendment. This First Amendment has been duly executed and delivered on behalf of each Loan Party party thereto. This First Amendment constitutes a legal, valid and binding obligation of each Loan Party party hereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4.4 No Default. No Default or Event of Default has occurred and is continuing.

4.5 Incorporation of Representations and Warranties from Credit Agreement. The representations and warranties of the Loan Parties contained in the Loan Documents, as amended by the First Amendment, are true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") on and as of the First Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects (or in all respects if qualified by materiality or "Material Adverse Effect") as of such earlier date.

SECTION V. Effects on Loan Documents.

5.1 Except as specifically amended herein, all Loan Documents shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

5.2 The execution, delivery and effectiveness of this First Amendment shall not operate as a waiver of any right, power or remedy of any Lender, the Administrative Agent or the Collateral Agent under any of the Loan Documents, nor constitute a waiver of any provision of the Loan Documents or in any way limit, impair or otherwise affect the rights and remedies of the Administrative Agent, the Collateral Agent or the Lenders under the Loan Documents.

5.3 The Borrowers and the other parties hereto acknowledge and agree that, on and after the First Amendment Effective Date, this First Amendment, shall constitute a Loan Document for all purposes of the Credit Agreement.

SECTION VI. Expenses. The Borrowers agree to pay all reasonable and documented out-of-pocket expenses incurred by the Agents in connection with this First Amendment and any other documents prepared in connection herewith, in each case to the extent required by Section 11.5 of the Credit Agreement. The Borrowers hereby confirm that the indemnification provisions set forth in Section 11.5 of the Credit Agreement shall apply to this First Amendment and such fees, charges or liabilities (as more fully set forth therein as applicable) which may arise herefrom or in connection herewith.

SECTION VII. Non-Reliance On Agents. Each Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this First Amendment. Each Lender also acknowledges that it will, without reliance upon the Agents or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit decisions in taking or not taking action under or based upon this First Amendment, the Credit Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder.

SECTION VIII. **APPLICABLE LAW. THIS FIRST AMENDMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS FIRST AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION IX. Miscellaneous.

9.1 Effect on Loans Documents. This First Amendment shall not constitute an amendment of any other provision of the Credit Agreement not referred to herein. Except as expressly amended hereby, the provisions of the Credit Agreement are and shall remain in full force and effect.

9.2 Successors and Assigns. This First Amendment is binding and enforceable as of the date hereof against each party hereto and its successors and permitted assigns and may not be amended nor may any provision hereof be waived except in accordance with Section 11.1 of the Credit Agreement.

9.3 Counterparts. This First Amendment may be executed by one or more of the parties to this First Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this First Amendment by facsimile or other electronic transmission (e.g., “.pdf” or “.tif” format) shall be effective as delivery of a manually executed counterpart hereof.

9.4 Severability. In the event any one or more of the provisions contained in this First Amendment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9.5 Reaffirmation of Obligations. Each Loan Party (i) has incurred or guaranteed the Obligations and all of its Obligations shall remain in full force and effect on a continuous basis after giving effect to this First Amendment, (ii) acknowledges and agrees that nothing in this First Amendment shall constitute a novation or termination of such Obligations and (iii) has created Liens and security interests in favor of the Collateral Agent on the Collateral to secure the Obligations. Each Loan Party hereby acknowledges that it has reviewed the terms and provisions of this First Amendment and consents to this First Amendment. Each Loan Party hereby confirms that each Loan Document to which it is a party or is otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Obligations, as the case may be.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

GOGO INTERMEDIATE HOLDINGS LLC

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

AIRCELL BUSINESS AVIATION SERVICES LLC

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

GOGO LLC

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

AIRCELL INTERNATIONAL, INC.

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

AC BIDCO LLC

By: /s/ Norman Smagley
Name: Norman Smagley
Title: EVP & CFO

[Signature Page to First Amendment]

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent, Collateral Agent, a Lender and an
Upsized Lender

By: /s/ Andrew W. Early

Name: Andrew W. Early

Title: VP

[Signature Page to First Amendment]

Name of Lender:

By: _____
Name:
Title:

For any Lender requiring a second signature block:

By: _____
Name:
Title:

[Signature Page to First Amendment]

COMMITMENTS

<u>Upsized Lender</u>	<u>Commitment</u>
Morgan Stanley Senior Funding, Inc.	\$113,000,000

NOTICE ADDRESSES

On file with Administrative Agent.

SCHEDULE 5.9 TO THE
CREDIT AGREEMENT

CERTAIN INTELLECTUAL PROPERTY MATTERS

1. Claims asserted by Innovatio LLC against customers of each of the Borrowers, Holdings or any Group Member, for which any of the Borrowers have indemnification obligations or other liability.
2. Claims asserted by Advanced Media Networks, L.L.C. against the Borrowers, Holdings or any Group Member, or customers of each of the Borrowers, Holdings or any Group Member, for which any of the Borrowers have liability directly, via indemnification obligations or otherwise.
3. Claims asserted by WI-LAN Inc. against the Borrowers, Holdings or any Group Member with respect to certain patents of WI-LAN. There has been no contact with WI-LAN with respect to this matter since November 2010.
4. Claims asserted by Alliacense (a division of TPL Group) against the Borrowers, Holdings or any Group Member with respect to certain patents of TPL Group in 2010. There has been no contact with the involved parties with respect to this matter since December 2010.
5. Claims asserted by Nomadix, Inc. against the Borrowers, Holdings or any Group Member with respect to certain patents of Nomadix, Inc., for which Borrowers have liability directly, via indemnification obligations or otherwise.

**SCHEDULE 5.23(b) TO THE
CREDIT AGREEMENT**

COMMUNICATIONS LICENSES

<u>Licensee</u>	<u>Call Sign</u>	<u>Service</u>	<u>License Expiration Date</u>
AC BidCo LLC	WQFX728	Commercial Aviation Air- Ground Radiotelephone	10/31/2016
Aircell Business Aviation Services LLC	ITC-214-20111206-00360	Global or Limited Global Resale Service	n/a
Gogo Inc.	WQJC303	3650-3700 MHz License	7/23/2018
Gogo LLC	74JA	Aircraft License	9/28/2022
Gogo LLC	WQIE800	Microwave License	01/18/2018
Gogo LLC	WQIE801	Microwave License	01/18/2018
Gogo LLC	WQIE863	Microwave License	01/22/2018
Gogo LLC	WQIE864	Microwave License	01/22/2018
Gogo LLC	WQIE865	Microwave License	01/22/2018
Gogo LLC	WQIE866	Microwave License	01/22/2018
Gogo LLC	WQIF501	Microwave License	01/24/2018
Gogo LLC	WQIF502	Microwave License	01/24/2018
Gogo LLC	WQIF504	Microwave License	01/24/2018
Gogo LLC	WQIF505	Microwave License	01/24/2018
Gogo LLC	WQIF545	Microwave License	01/24/2018

Licensee	Call Sign	Service	License Expiration Date
Gogo LLC	WQIF546	Microwave License	01/24/2018
Gogo LLC	WQIF620	Microwave License	01/25/2018
Gogo LLC	WQIF621	Microwave License	01/25/2018
Gogo LLC	WQIF622	Microwave License	01/25/2018
Gogo LLC	WQNS773	Microwave License	05/12/2021
Gogo LLC	WQNS774	Microwave License	05/12/2021
Gogo LLC	WQNS823	Microwave License	05/12/2021
Gogo LLC	WQNT461	Microwave License	05/18/2021
Gogo LLC	WQNX867	Microwave License	06/30/2021
Gogo LLC	WQNX868	Microwave License	06/30/2021
Gogo LLC	WQOJ357	Microwave License	10/14/2021
Gogo LLC	WQOJ358	Microwave License	10/14/2021
Gogo LLC	WQOJ920	Microwave License	10/21/2021
Gogo LLC	WQOJ921	Microwave License	10/21/2021
Gogo LLC	WQPJ330	Microwave License	6/4/2022
Gogo LLC	WQPJ331	Microwave License	6/4/2022
Gogo LLC	WQPJ332	Microwave License	6/4/2022
Gogo LLC	WQPJ333	Microwave License	6/4/2022
Gogo LLC	WQPJ800	Microwave License	6/7/2022
Gogo LLC	WQPJ801	Microwave License	6/7/2022

Licensee	Call Sign	Service	License Expiration Date
Gogo LLC	WQPL299	Microwave License	6/19/2022
Gogo LLC	WQPL300	Microwave License	6/19/2022
Gogo LLC	WQPP603	Microwave License	7/13/2022
Gogo LLC	WQPP604	Microwave License	7/13/2022
Gogo LLC	WQPX967	Microwave License	9/14/2022
Gogo LLC	WQPY790	Microwave License	9/21/2022
Gogo LLC	WQPY791	Microwave License	9/21/2022
Gogo LLC	WQPY792	Microwave License	9/21/2022
Gogo LLC	WQPY793	Microwave License	9/21/2022
Gogo LLC	WQPY794	Microwave License	9/21/2022
Gogo LLC	WQPY795	Microwave License	9/21/2022
Gogo LLC	WQPY796	Microwave License	9/21/2022
Gogo LLC	WQPY797	Microwave License	9/21/2022
Gogo LLC	WQPY798	Microwave License	9/21/2022
Gogo LLC	WQPY839	Microwave License	9/24/2022
Gogo LLC	WQPY840	Microwave License	9/24/2022
Gogo LLC	WQPY841	Microwave License	9/24/2022
Gogo LLC	WQPY842	Microwave License	9/24/2022
Gogo LLC	WQPY843	Microwave License	9/24/2022
Gogo LLC	WQPY844	Microwave License	9/24/2022

Licensee	Call Sign	Service	License Expiration Date
Gogo LLC	WQPY845	Microwave License	9/24/2022
Gogo LLC	WQPY846	Microwave License	9/24/2022
Gogo LLC	WQPY847	Microwave License	9/24/2022
Gogo LLC	WQPY848	Microwave License	9/24/2022
Gogo LLC	WQPY849	Microwave License	9/24/2022
Gogo LLC	WQPY850	Microwave License	9/24/2022
Gogo LLC	WQPY851	Microwave License	9/24/2022
Gogo LLC	WQPY852	Microwave License	9/24/2022
Gogo LLC	WQPY853	Microwave License	9/24/2022
Gogo LLC	WQPY893	Microwave License	9/24/2022
Gogo LLC	WQPY895	Microwave License	9/24/2022
Gogo LLC	WQQB596	Microwave License	10/16/2022
Gogo LLC	WQQB597	Microwave License	10/16/2022
Gogo LLC	WQQC988	Microwave License	11/05/2022
Gogo LLC	WQQC989	Microwave License	11/05/2022
Gogo LLC	WQQG281	Microwave License	12/03/2022
Gogo LLC	WQQG287	Microwave License	12/03/2022
Gogo LLC	WF2XMC	Experimental License	8/01/2014
Gogo LLC	E120106	Mobile Satellite; Special Temporary Authority	4/23/2013

**SCHEDULE 2 TO THE
 GUARANTEE AND COLLATERAL AGREEMENT**

DESCRIPTION OF PLEDGED INVESTMENT PROPERTY

Pledged Stock:

<u>Grantor</u>	<u>Issuer</u>	<u>Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>Percentage of Shares</u>	<u>No. of Shares</u>
Gogo LLC	AirCell International, Inc.	Colorado	Common	C-1	100%	1,000

Pledged Notes:

<u>Grantor</u>	<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
None			

Pledged Debt Securities:

<u>Grantor</u>	<u>Issuer</u>	<u>Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)</u>	<u>Payee</u>	<u>Principal Amount</u>
None				

Pledged Security Entitlements:

<u>Grantor</u>	<u>Issuer of Financial Asset</u>	<u>Description of Financial Asset</u>	<u>Securities Intermediary (Name and Address)</u>	<u>Securities Account (Number and Location)</u>	<u>Securities Intermediary's Jurisdiction Under New York UCC Section 9-305(a)(3)</u>
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None

Pledged Commodity Contracts:

<u>Grantor</u>	<u>Description of Commodity Contract</u>	<u>Commodity Intermediary (Name and Address)</u>	<u>Commodity Account (Number and Location)</u>	<u>Commodity Intermediary's Jurisdiction Under New York UCC Section 9-305(a)(4)</u>
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None

Pledged Partnership Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Partnership Interest (e.g., General or Limited)</u>	<u>Certificated (Y/N)</u>	<u>Certificate No. (if any)</u>	<u>% of Outstanding Partnership Interests of the Partnership</u>
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None

Pledged LLC Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Certificated (Y/N)</u>	<u>Certificate No. (if any)</u>	<u>No. of Pledged Units</u>	<u>% of Outstanding LLC Interests of the Issuer</u>
Gogo Intermediate Holdings LLC	Aircell Business Aviation Services LLC	N	N/A	100	100%
Gogo Intermediate Holdings LLC	Gogo LLC	N	N/A	100	100%
Gogo Intermediate Holdings LLC	AC BidCo LLC	N	N/A	100	100%
Gogo Intermediate Holdings LLC	Gogo International Holdings LLC	N	N/A	65	65%

Other Pledged Equity Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Class of Equity Interests</u>	<u>Certificated (Y/N)</u>	<u>Certificate No. (if any)</u>	<u>% of Outstanding Equity Interests of the Issuer</u>
None					

Deposit Accounts:

<u>Grantor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>	<u>Account Name</u>
Aircell Business Aviation Services LLC	U.S. Bank	103690172665	Deposit Account
Gogo LLC	U.S. Bank	194310714846	Deposit Account

Securities Accounts:

<u>Grantor</u>	<u>Name of Financial Institution</u>	<u>Account Number</u>	<u>Account Name</u>
Aircell Business Aviation Services LLC	U.S. Bank	508000040	Investment account

Accounts Controlled by Third Parties:

<u>Grantor</u>	<u>Name of Controlling Third Party</u>	<u>Account Number</u>	<u>Account Name</u>
Gogo LLC	U.S. Bank	434000908	Investment account
Gogo LLC	The Bank of Nova Scotia	434000908	Investment account
Gogo LLC	The Bank of Nova Scotia	194310714846	Deposit Account
Aircell Business Aviation Services LLC	The Bank of Nova Scotia	103690172665	Deposit Account

SCHEDULE 6 TO THE
GUARANTEE AND COLLATERAL AGREEMENT

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NONE.

PATENTS

Gogo LLC - U.S. Issued Patents

Title	Appl. No.	Appl. Date	Patent No.	Issue Date
AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	11/590,146	10/31/2006	8,145,208	03/27/2012
NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION NETWORK	08/709,417	09/06/1996	5,878,346	03/02/1999
MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM	08/692,837	08/02/1996	5,884,166	03/16/1999
NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM	08/713,613	09/13/1996	5,832,380	11/03/1998

Title	Appl. No.	Appl. Date	Patent No.	Issue Date
ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM	08/709,264	09/06/1996	5,878,345	03/02/1999
NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION	08/960,183	10/29/1997	6,108,539	08/22/2000
MOBILE TELECOMMUNICATIONS FOR AIRCRAFT AND LAND BASED VEHICLES	07/847,920	03/06/1992	5,557,656	09/17/1996
CELLULAR WEATHER INFORMATION SYSTEM FOR AIRCRAFT	08/415,724	04/03/1995	5,757,322	05/26/1998
MOBILE COMMUNICATIONS	08/701,837	08/23/1996	5,960,343	09/28/1999
METHOD AND APPARATUS FOR REDUCING INTERFERENCE AMONG CELLULAR TELEPHONE SIGNALS	08/027,333	03/08/1993	5,444,762	08/22/1995
UBIQUITOUS MOBILE SUBSCRIBER STATION	09/379,825	08/24/1999	6,408,180	06/18/2002

Title	Appl. No.	Appl. Date	Patent No.	Issue Date
AIRCRAFT-BASED NETWORK FOR WIRELESS SUBSCRIBER STATIONS	09/686,923	10/11/2000	6,788,935	09/07/2004
SIGNAL TRANSLATING REPEATER FOR ENABLING A TERRESTRIAL MOBILE SUBSCRIBER STATION TO BE OPERABLE IN A NON-TERRESTRIAL ENVIRONMENT	10/152,870	05/20/2002	6,650,898	11/18/2003
SIGNAL TRANSLATING REPEATER FOR ENABLING A TERRESTRIAL MOBILE SUBSCRIBER STATION TO BE OPERABLE IN A NON-TERRESTRIAL ENVIRONMENT	10/173,488	06/17/2002	6,725,035	04/20/2004
SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	10/730,329	12/07/2003	7,113,780	09/26/2006
SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	11/492,545	07/24/2006	7,751,815	07/06/2010

Title	Appl. No.	Appl. Date	Patent No.	Issue Date
SIP CLIENT-BASED LOCAL NUMBER PORTABILITY THROUGH AN AIRCRAFT AIR-TO-GROUND LINK	12/423,555	04/14/2009	8,073,443	12/06/2011
OVERLAPPING SPECTRUM CELLULAR COMMUNICATION NETWORKS	10/756,491	01/13/2004	7,062,268	06/13/2006
AIR-TO-GROUND CELLULAR NETWORK FOR DECK-TO-DECK CALL COVERAGE	11/240,975	09/30/2005	7,640,016	12/29/2009
SYSTEM FOR MANAGING CALL HANDOFFS BETWEEN AN AIRCRAFT AND MULTIPLE CELL SITES	11/241,109	09/30/2005	7,107,062	09/12/2006
SYSTEM FOR MANAGING CALL HANDOFFS BETWEEN AN AIRCRAFT AND MULTIPLE CELL SITES	11/414,873	05/01/2006	7,751,814	07/06/2010
VIRTUAL PRIVATE NETWORK FOR CELLULAR COMMUNICATIONS	09/961,647	09/24/2001	6,885,864	04/26/2005

Title	Appl. No.	Appl. Date	Patent No.	Issue Date
DOPPLER INSENSITIVE NON-TERRESTRIAL DIGITAL CELLULAR COMMUNICATIONS NETWORK	09/460,043	12/13/1999	6,377,802	04/23/2002
WIRELESS RADIO PACKET SWITCHING NETWORK	08/207,015	03/04/1994	5,473,602	12/05/1995
SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	11/590,709	10/31/2006	7,920,860	04/05/2011
SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/021,125	01/28/2008	8,078,163	12/13/2011
SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	12/021,133	01/28/2008	7,702,328	04/20/2010

Title	Appl. No.	Appl. Date	Patent No.	Issue Date
SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/021,169	01/28/2008	8,068,829	11/29/2011
SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/182,834	07/30/2008	8,060,083	11/15/2011
SYSTEM FOR CREATING AN AIRCRAFT-BASED INTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/060,662	04/01/2008	8,081,969	12/20/2011
SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	12/060,674	04/01/2008	8,081,968	12/20/2011
SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	12/029,298	02/11/2008	8,185,040	05/22/2012

U.S. Patent Applications

Title	Appl. No.	Appl. Date	Pub. No.	Pub. Date
MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	11/590,379	10/31/2006	2008/0102813	05/01/2008
SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/060,645	04/01/2008	2008/0182573	07/31/2008
SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/137,995	06/12/2008	2008/0274734	11/16/2008
TRAFFIC SCHEDULING SYSTEM FOR WIRELESS COMMUNICATIONS	13/009,579	01/19/2011	2011/0116373	05/19/2011
DIFFERENTIATED SERVICES CODE POINT MIRRORING FOR WIRELESS COMMUNICATIONS	13/009,687	01/19/2011	2011/0268096	11/03/2011
DIFFERENTIATED SERVICES CODE POINT MIRRORING FOR WIRELESS COMMUNICATIONS	13/107,823	05/13/2011	2011/0286331	11/24/2011

Title	Appl. No.	Appl. Date	Pub. No.	Pub. Date
SPECTRUM SHARING BETWEEN AN AIRCRAFT-BASED AIR-TO-GROUND COMMUNICATION SYSTEM AND EXISTING GEOSTATIONARY SATELLITE SERVICES	13/172,539	06/29/2011	2011/0263199	10/27/2011
SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	13/224,564	09/02/2011	2011/0319049	12/29/2011
SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	13/227,634	09/08/2011	2011/0320576	12/29/2011
MESH NETWORK BASED AUTOMATED UPLOAD OF CONTENT TO AIRCRAFT	13/544,742	07/09/2012	Not yet published	Not yet published
SYSTEM FOR PROVIDING TEMPORARY INTERNET ACCESS FROM A RESTRICTED LOCAL AREA NETWORK ENVIRONMENT	13/588,903	08/17/2012	Not yet published	Not yet published

Title	Appl. No.	Appl. Date	Pub. No.	Pub. Date
GROUND SYSTEM FOR VEHICLE DATA DISTRIBUTION	13/675,190	11/13/2012	Not yet published	Not yet published
COMMUNICATION SYSTEM AND METHOD FOR NODES ASSOCIATED WITH A VEHICLE	13/675,194	11/13/2012	Not yet published	Not yet published
VEHICLE DATA DISTRIBUTION SYSTEM AND METHOD	13/675,200	11/13/2012	Not yet published	Not yet published
LINE REPLACEABLE UNIT WITH UNIVERSAL HEAT SINK RECEPTACLE	13/799,869	03/13/2013	Not yet published	Not yet published
DETERMINING HUMAN STIMULI AT COMPUTING DEVICES	13/781,841	03/01/2013	Not yet published	Not yet published
HYBRID AERONAUTICAL COMMUNICATION SYSTEM	61/648,416	5/17/2012	Not yet published	Not yet published
MULTIPLE ANTENNA SYSTEM AND METHOD FOR MOBILE PLATFORMS	61/763,350	2/11/2013	Not yet published	Not yet published

Gogo LLC - Issued Foreign Patents

Docket No.	Title	Appl. No.	Appl. Date	Patent No.	Issue Date
013207.0110PTAU	CONTROL CHANNEL FOR NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		08/25/1997	717,770	07/13/2000
013207.0110PTCA	CONTROL CHANNEL FOR NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		08/25/1997	2,263,442	01/20/2004
013207.0110PTMX	CONTROL CHANNEL FOR NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		08/25/1997	219,366	03/11/2004
013207.0121PTAU	MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM		08/01/1997	717,530	07/13/2000
013207.0121PTCA	MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM		08/01/1997	2,262,488	10/14/2003
013207.0121PTMX	MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM		08/01/1997	234,439	02/13/2006
013207.0132PTAU	CONTROL CHANNEL FOR NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		09/12/1997	717,446	07/06/2000

Docket No.	Title	Appl. No.	Appl. Date	Patent No.	Issue Date
013207.0132PTCA	CONTROL CHANNEL FOR NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		09/12/1997	2,263,419	11/18/2003
013207.0132PTMX	CONTROL CHANNEL FOR NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		09/12/1997	234,438	02/13/2006
013207.0143PTAU	ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM		08/25/1997	721,017	10/05/2000
013207.0143PTCA	ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM		08/25/1997	2,263,422	10/28/2003
013207.0143PTMX	ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM		08/25/1997	219,365	03/11/2004
013207.0156PTCA	NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		10/05/1998	2,301,903	11/28/2006
013207.0156PTMX	NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		10/05/1998	242,901	12/20/2006

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013207.0164C1CA	AIRCRAFT-BASED NETWORK FOR WIRELESS SUBSCRIBER STATIONS		10/10/2001	2,358,608	08/01/2006
013207.0164PTCA	MOBILE SUBSCRIBER STATION FOR TERRESTRIAL AND NON-TERRESTRIAL COMMUNICATION		08/09/2000	2,346,476	02/13/2007
013207.0164C1MX	AIRCRAFT-BASED NETWORK FOR WIRELESS SUBSCRIBER STATIONS		10/11/2001	238,452	07/05/2006
013207.0164PTMX	UBIQUITOUS MOBILE SUBSCRIBER STATION		08/09/2000	228,238	06/03/2005
013207.0164C5AU	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK		11/23/2004	2004304908	03/19/2009
013207.0164C5IN	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2468/CHENP/06	02/04/2010	238432	02/04/2010
013207.0164C5MX	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK		02/09/2009	264,450	02/09/2010

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013207.0164C6MX	OVERLAPPING SPECTRUM CELLULAR COMMUNICATION NETWORKS		02/26/2009	264,769	
013207.0178PTCA	A METHOD OF OPERATING A RADIO BASED PACKET SWITCHED COMMUNICATIONS NETWORK		03/01/1995	2,184,817	11/20/2001
013207.0240PTAU	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES		09/17/2007	2007313939	10/27/2011
013207.0241PTAU	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2007313940	05/27/2009	2007313940	10/20/2011
013207.0242PTAU	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK		05/27/2009	2007313941	12/15/2011
013207.0164C5EP	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	04/11/2012

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013207. 0242PTJP	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	2009-535376	04/30/2009	4891409	12/22/2011

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013207. 0164C5 D1AU	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2008246257	11/20/2008	Journal	01/20/11
013207. 0164C5CA	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2548319	11/23/2004	2548319	07/07/05
013207. 0164C5CN	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	0480041374.2	11/23/2004	1914829	02/14/2007

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013207. 0164C5FR	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207. 0164C5DE	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207. 0164C5HK	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	07101754.7	02/14/2007	1094627A	04/04/2007
013207. 0164C5IS	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207. 0164C5IE	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006

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013207. 0164C5 D1JP	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2010-030468	02/15/2010	2010-213266	09/24/2010
013207. 0164C5ES	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207. 0164C5SE	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207. 0164C5TR	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207. 0164C5GB	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006

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013207. 0164C6CA	OVERLAPPING SPECTRUM CELLULAR COMMUNICATION NETWORKS	2552300	01/06/2005	2552300	08/04/2005
013207. 0240PTCA	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2667331	04/23/2009	2667331	Unknown
013207. 0240PTCN	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	200780040582.4	04/30/2009	CN 101536565A	09/16/09
013207. 0240PTEP	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	07842607.9	04/01/2009	2103153	11/23/2009
013207. 0240PTHK	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	10102028.0	02/26/2010	1136138A	06/18/2010
013207. 0240PTIN	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2952/CHENP/78640	05/27/2009		
013207. 0240PTJP	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2009-535374	04/29/2009	2010-508771	03/18/2010

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013207. 0240PTMX	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2009/004818	04/30/2009		
013207. 0241PTCA	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI- DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2667370	04/23/2009	2667370	Unknown
013207. 0241PTCN	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI- DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	200780040683.1	04/30/2009	CN 101536360A	09/16/2009
013207. 0241PTEP	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI- DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	07842610.3	04/01/2009	2078349	07/15/2009
013207. 0241PTHK	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI- DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	10102027.1	02/26/2010	1136102A	06/18/2010

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013207. 0241PTIN	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2950/CHENP/2009	05/27/2009		
013207. 0241PTJP	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2009-535375	04/30/2009	2010-508772	03/18/2010
013207. 0241PTMX	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2009/004812	04/30/2009		
013207. 0242PTCA	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	2667373	04/23/2009	2667373	Unknown
013207. 0242PTCN	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	200780040626.3	04/30/2009	CN 101536566A	09/16/2009

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013207. 0242PTEP	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	07842612.9	04/01/2009	2078431	07/15/2009
013207. 0242PTHK	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	010102024.4	02/26/2010	1136137A	06/18/10
013207. 0242PTIN	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	2970/CHENP/2009	05/27/2009		
013207. 0242PTMX	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	2009/004816	04/29/2009		
013207. 0243PTCA	SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2713398	07/28/2010	2713398	Unknown

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013207. 0243PTCN	CUSTOMIZING CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200880125769.9	07/27/2010	CN 101971160A	02/09/2011
013207. 0243PTEP	SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	08871942.2	08/10/2010	2250574	11/17/2010
013207. 0243PTIN	SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	5230/CHENP/2010	08/23/2010		
013207. 0251PTCA	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	2713395	07/28/2010	2713395	Unknown
013207. 0251PTCN	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	200880125770.1	07/27/2010	CN 101925891A	12/22/2010
013207. 0251PTEP	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	08871809.3	08/28/2010	2248037	11/10/2010
013207. 0251PTIN	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	5231/CHENP/2010	08/23/2010	5231/ CHENP/ 2010A	12/02/2011

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013207. 0253PTCA	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2713393	07/29/10	2713393	Unknown
013207. 0253PTCN	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200880125768.4	07/28/10	CN 101925890A	12/22/2010
013207. 0253PTEP	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	08871638.6	08/25/2010	2250573	11/17/2010
013207. 0253PTIN	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	5236/CHENP/2010	08/23/2010		03/18/2011
013207. 0254PTCA	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	2714677	08/09/2010	2714677	Unknown
013207. 0254PTCN	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	200980112821.1	10/11/2010	CN 101999217A	03/30/2011
013207. 0254PTEP	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	09710306.3	09/11/2010	2245777	11/03/2010
013207. 0254PTIN	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	5558/CHENP/2010	09/06/2010		12/02/2011
013207. 0256PTAP	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	02/28/2011		
013207. 0256PTAU	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICESCALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2009277061	03/18/2011		

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013207. 0256PTCA	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2732745	02/01/2011	2732745	Unknown
013207. 0256PTCN	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980134009.9	02/28/2011	CN 102138343A	07/27/11
013207. 0256PTEP	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	09803303.8	02/28/2011	2311275	04/20/11
013207. 0256PTIN	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	1232/CHENP/2011	02/23/2011	1232/CHENP/2011A	12/02/11
013207. 0256PTRU	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	02/25/2011		
013207. 0265PTAP	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	09727854.3	03/05/2009	EP2260649	12/15/2010
013207. 0265PTAU	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2009232230	11/09/2010		
013207. 0265PTCA	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	10/19/2010		
013207. 0265PTCN	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980118268.2	11/19/2010	CN 102037744A	04/27/2011
013207. 0265PTEP	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	07927854.3	10/26/2010	2260649	12/15/2010

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013207. 0265PTIN	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	6864/CHEN/ 2010	10/26/2010	6864/ CHENP/ 2010A	07/22/2011
013207. 0265PTRU	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2010144495	10/29/2010		
013207. 0294PTAU	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2009255573	11/01/2010		
013207. 0294PTCA	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	10/08/2010		
013207. 0294PTCN	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980118068.7	11/18/2010	CN 102037660A	04/27/2011
013207. 0294PTEP	SYSTEM FOR CREATING AN AIRCRAFT-BASED INTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	09758820.6	10/15/2010	2260585	12/15/2010
013207. 0294PTIN	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	6874/CHENP/ 2010	10/26/2010	6874/ CHENP/ 2010A	07/08/2011
013207. 0294PTRU	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2010144497	01/03/2011		

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013207. 0295PTAP	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	AP/P/2010/ 005433	12/20/2010		
013207. 0295PTAU	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	2009255574	10/08/2010		
013207. 0295PTCA	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	2720246	09/30/2010	2720246	Unknown
013207. 0295PTCN	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	200980118267.8	11/19/2010	CN 102037661A	04/27/2011
013207. 0295PTEP	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	09758821.4	10/19/2010		
013207. 0295PTIN	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	6866/CHENP/2010	10/26/2010	6866/CHENP/2010A	07/08/11
013207. 0295PTRU	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	2010144494	10/29/2010		
013207. 0302PTCA	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2727609	12/16/2010	2727609	Unknown

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013207. 0302PTCN	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980129376.X	12/16/2010	CN 102217409	10/12/11
013207. 0302PTEP	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	09763028.9	01/19/2011	2292071	03/09/11
013207. 0302PTIN	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	153/CHENP/ 2011	01/10/2011	153/CHENP/2011/A	09/23/11
013207. 0326PTWO	TRAFFIC SCHEDULING SYSTEM FOR WIRELESS COMMUNICATIONS	PCT/US2011/ 068110	12/30/2011		
013207. 0328PTWO	SPECTRUM SHARING BETWEEN AN AIRCRAFT-BASED AIR-TO-GROUND COMMUNICATION SYSTEM AND EXISTING GEOSTATIONARY SATELLITE SERVICES	PCT/US2012 040527	06/01/2012		
	CUSTOMMIZING CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	08871942.2	11/18/2008	EP2250574	11/17/2010

TRADEMARKS

Aircell Business Aviation Services LLC - U.S. Trademark Registrations

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AIRCELL	9	77175419	May 8, 2007	3473339	July 22, 2008
AIRCELL	9, 38	75679536	April 9, 1999	2641476	October 29, 2002
AIRCELL	38	77175408	May 8, 2007	3573284	February 10, 2009
AIRCELL	9	77316410	October 29, 2007	3554990	December 30, 2008
AIRCELL	38	77316414	October 29, 2007	3554991	December 30, 2008
AIRCELL	38	77175204	May 8, 2007	3561842	January 13, 2009
AIRCELL	9	75679720	April 9, 1999	2606315	August 13, 2002
AIRCELL	38	74246637	February 18, 1992	1997223	August 27, 1996
AIRCELL	9	77175183	May 8, 2007	3473337	July 22, 2008
AIRCELL AXXESS	38	77175208	May 8, 2007	3513369	October 7, 2008
AIRCELL AXXESS	38	78595026	March 25, 2005	3286856	August 28, 2007
AIRCELL AXXESS	9	78595031	March 25, 2005	3286857	August 28, 2007

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AIRCELL AXCESS	9	77175191	May 8, 2007	3481693	August 5, 2008
AIRCELL BROADBAND	38	77604031	October 30, 2008	3631108	June 2, 2009
AIRCELL ON BOARD	9	76127159	September 13, 2000	2552129	March 26, 2002
AIRCELL ON BOARD	38	75716012	May 27, 1999	2606334	August 13, 2002
AIRCELL ON BOARD	38	77175213	May 8, 2007	3565337	January 20, 2009
AIRCELL ON BOARD	9	77175198	May 8, 2007	3485879	August 12, 2008
IN TOUCH, IN FLIGHT	38	75561855	September 30, 1998	2307311	January 11, 2000
IN TOUCH, IN FLIGHT	9	77175201	May 8, 2007	3473338	July 22, 2008
IN TOUCH, IN FLIGHT	38	77175218	May 8, 2007	3477620	July 29, 2008
IN TOUCH, IN FLIGHT	9	76116963	August 24, 2000	2600307	July 30, 2002

Aircell Business Aviation Services LLC - U.S. Trademark Applications

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
AIRCELL (and design)	9	85495497	December 14, 2011
IN AIR & ON.	38	85495479	December 14, 2011
AIRCELL (and design)	38	85495466	December 14, 2011
AIRCELL MOBILE	9	85836995	January 30, 2013
AIRCELL MOBILE	38	85836990	January 30, 2013

Gogo LLC - U.S. Trademark Registrations

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Emoticon Logo *-)-	38	77976486	October 19, 2007	3600042	March 31, 2009
Emoticon Logo *-)-	9	77309056	October 19, 2007	3667304	August 11, 2009
GOGO	9	77216179	September 8, 2009	3680364	September 8, 2009
GOGO	38	77216180	June 26, 2007	3499843	September 9, 2008
GOGO	9	85339267	June 6, 2011	4129839	April 17, 2012
GOGO	38	85339274	June 6, 2011	4133147	April 24, 2012
GOGO VISION	38	85370757	July 13, 2011	4133220	April 24, 2012
IN AIR. ONLINE.	9	85349568	June 17, 2011	4126958	April 10, 2012
IN AIR. ONLINE.	38	85349559	June 17, 2011	4126957	April 10, 2012
WI-FI WITH WINGS	9	77327233	November 12, 2007	3680528	Sept. 8, 2009
WI-FI WITH WINGS	38	77327244	November 12, 2007	3555008	December 30, 2008
LAND ON TOP OF THINGS	38	85440937	October 06, 2011	4247178	November 20, 2012

Gogo LLC - U.S. Trademark Applications

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
GOGO BIZ	38	85581100	March 27, 2012
IT'S THE INTERNET. IN THE SKY.	38	85440977	October 6, 2011

Aircell Business Aviation Services LLC - Foreign Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Argentina		38	2,257,882	Nov. 12, 2008
Argentina		9	2,257,881	Nov. 12, 2008
Argentina		38	2,284,832	Apr. 28, 2009
Argentina	AIRCELL	9	2,257,879	Nov. 12, 2008
Argentina	AIRCELL	38	2,257,880	Nov. 12, 2008
Argentina	AIRCELL AXXESS	38	2,146,494	March 14, 2007
Argentina	AIRCELL AXXESS	9	2,156,528	May 7, 2007
Argentina	AIRCELL ON BOARD	38	2,257,884	Nov. 12, 2008
Argentina	AIRCELL ON BOARD	9	2,257,883	Nov. 12, 2008
Argentina	IN TOUCH, IN FLIGHT	38	2,257,828	December 11, 2008
Argentina	IN TOUCH, IN FLIGHT	9	2,327,426	November 12, 2009
Austria	AIRCELL AXXESS	9, 38	880602	November 27, 2006
Benelux	AIRCELL AXXESS	9, 38	880602	September 23, 2005
Brazil	AIRCELL	9	827011989	December 8, 2009
Canada		9, 38	TMA603840	March 2, 2004
Canada		9, 35, 39	TMA784044	December 3, 2010
Canada		9, 38	TMA750820	October 22, 2009

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Canada	AIRCELL	9, 38	TMA604608	March 9, 2004
Canada	AIRCELL	9, 35, 39	TMA750834	October 22, 2009
Canada	AIRCELL AXCESS	9, 35, 39	TMA750833	October 22, 2009
Canada	IN TOUCH, IN FLIGHT	38	TMA561460	May 7, 2002
Canada	IN TOUCH, IN FLIGHT	9, 35, 39	TMA750832	October 22, 2009
China		38	944,367	June 13, 2009
China		38	967,130	Jan. 17, 2010
China		9	967,131	April 29, 2008
China	AIRCELL	38	944,363	June 13, 2009
China	AIRCELL AXCESS	9	947,823	November 8, 2007
China		9	946,334	November 8, 2007
China	AIRCELL AXCESS	38	944,366	June 14, 2009
China	AIRCELL ON BOARD	38	944,365	June 24, 2009
Denmark	AIRCELL AXCESS	9, 38	880,602	Nov. 27, 2006
European Community		38	967,130	June 2, 2009
European Community		38	944,367	October 17, 2008
European Community		9	946,334	November 7, 2008

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
European Community		9	967,131	June 2, 2009
European Community	AIRCELL	9, 38	4,065,652	October 23, 2006 ¹
European Community	AIRCELL	38	944,363	October 17, 2008
European Community	AIRCELL	9	946,335	November 7, 2008
European Community	AIRCELL AXXESS	38	944,366	October 17, 2008
European Community	AIRCELL AXXESS	9	947,823	November 21, 2008
European Community	AIRCELL ON BOARD	38	944,365	October 17, 2008
European Community	AIRCELL ON BOARD	9	946,337	Nov. 7, 2008
European Community	IN TOUCH, IN FLIGHT	38	1,154,285	November 5, 2001 ²
European Community	IN TOUCH, IN FLIGHT	38	944,364	October 17, 2008
European Community	IN TOUCH, IN FLIGHT	9	946,336	June 6, 2008
France	AIRCELL AXXESS	9, 38	880,602	November 27, 2006
Germany	AIRCELL AXXESS	9, 38	880,602	December 14, 2006
India	IN TOUCH, IN FLIGHT	9, 38	1,663,501	March 31, 2009 ³
Italy	AIRCELL AXXESS	9	880,602	November 27, 2006

¹ Note: Current owner of record may be Aircell LLC. Assignment to Aircell Business Aviation Services LLC sent to local counsel for recording.

² Note: Current owner of record may be Aircell LLC. Assignment to Aircell Business Aviation Services LLC sent to local counsel for recording.

³ Note: Current owner of record is Aircell LLC. Assignment to Aircell Business Aviation Services LLC in process.

Country	Trademark	Class	Reg. No.	Reg. Date
Japan		38	944,367; JP 2007-361,548	November 14, 2008
Japan		38	967130	May 21, 2009
Japan	AIRCELL	9, 38	944,363; JP 2007-361,544	August 14, 2008
Japan	AIRCELL AXCESS	9	880,602	December 7, 2007
Japan	AIRCELL AXCESS	38	944,366; JP 2007-361,547	March 9, 2009
Japan	AIRCELL AXCESS	9	947,823; JP 2008-350,364	February 13, 2009
Japan	AIRCELL ON BOARD	38	944,365; JP 2007-361,546	November 14, 2008
Japan	AIRCELL ON BOARD	9	946,337; JP 2007-362,227	February 13, 2009
Japan	IN TOUCH, IN FLIGHT	38	944,364; JP2007-361,545	November 14, 2008
Japan	IN TOUCH, IN FLIGHT	9	946,336; JP 2007-362,226	February 13, 2009
Madrid		38	944,367	November 8, 2007
Madrid		9	946,334	November 8, 2007
Madrid		38	967,130	April 29, 2008
Madrid		9	967,131	April 29, 2008
Madrid	AIRCELL	9	946,335	November 8, 2007

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Madrid	AIRCELL	38	944,363	November 8, 2007
Madrid	AIRCELL AXXESS	9	880,602	September 23, 2005
Madrid	AIRCELL AXXESS	38	944,366	November 8, 2007
Madrid	AIRCELL AXXESS	9	947,823	November 8, 2007
Madrid	AIRCELL ON BOARD	38	944,365	November 8, 2007
Madrid	AIRCELL ON BOARD	9	946,337	November 8, 2007
Madrid	IN TOUCH, IN FLIGHT	38	944,364	November 8, 2007
Madrid	IN TOUCH, IN FLIGHT	9	946,336	November 8, 2007
Mexico		38	634,828	November 30, 1999
Mexico		9	749,268	May 29, 2002
Mexico		38	1,100,623	May 20, 2009
Mexico		38	1,056,652	August 27, 2008
Mexico		9	1,101,365	May 22, 2009
Mexico		9	1,111,818	July 23, 2009
Mexico	AIRCELL	38	650,393	April 18, 2000
Mexico	AIRCELL	9	836,446	June 9, 2004
Mexico	AIRCELL	38	1,100,622	May 20, 2009

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Mexico	AIRCELL	9	1,113,088	July 31, 2009
Mexico	AIRCELL AXXESS	38	1,057,097	August 28, 2008
Mexico	AIRCELL AXXESS	9	1,113,087	July 31, 2009
Mexico	AIRCELL ON BOARD	38	1,057,096	August 28, 2008
Mexico	AIRCELL ON BOARD	9	1,112,576	July 29, 2009
Mexico	IN TOUCH, IN FLIGHT	38	665564	July 27, 2000
Mexico	IN TOUCH, IN FLIGHT	38	1,108,885	July 6, 2009
Mexico	IN TOUCH, IN FLIGHT	9	1,104,601	June 10, 2009
Netherlands Antilles	AIRCELL AXXESS	9	880602	November 26, 2006
Norway	AIRCELL AXXESS	9, 38	880602; Nat'l Ref #20064412	August 29, 2008
S. Korea		38	944,367	December 2, 2008
S. Korea		38	967,130	April 20, 2009
S. Korea	AIRCELL	38	944,363	December 5, 2008
S. Korea	AIRCELL AXXESS	38	944,366	December 2, 2008
S. Korea	AIRCELL ON BOARD	38	944,365	December 2, 2008
S. Korea	IN TOUCH, IN FLIGHT	38	944,364	December 5, 2008
Spain	AIRCELL AXXESS	9	880,602	November 27, 2006

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Sweden	AIRCELL AXCESS	9	880,602	September 23, 2005
Switzerland		38	967,130	Jan. 17, 2010
Switzerland		9	967,131	Jan. 17, 2010
Switzerland	AIRCELL AXCESS	9	880,602	November 27, 2006
United Kingdom	AIRCELL AXCESS	9	880,602	November 8, 2006

AirCell Business Aviation Services LLC - Foreign Trademark Applications⁴

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Brazil		9	829473297	November 8, 2007
Brazil		38	829473300	November 8, 2007
Brazil		9	829702644	April 29, 2008
Brazil		38	829702652	April 29, 2008
Brazil	AIRCELL	38	829473270	November 8, 2007
Brazil	AIRCELL	9	829473262	November 8, 2007
Brazil	AIRCELL AXCESS	9	827788606	September 26, 2005
Brazil	AIRCELL AXCESS	38	829473327	November 8, 2007
Brazil	AIRCELL AXCESS	38	827788614	September 26, 2005

⁴ Note: Current owner of record of all pending Brazilian applications is unclear. Assignment to Aircell Business Aviation Services LLC cannot be recorded until marks are registered.

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Brazil	AIRCELL AXXESS	9	829473319	November 8, 2007
Brazil	AIRCELL ON BOARD	38	829473343	November 8, 2007
Brazil	AIRCELL ON BOARD	9	829473335	November 8, 2007
Brazil	IN TOUCH, IN FLIGHT	9	829473360	November 8, 2007
Brazil	IN TOUCH, IN FLIGHT	38	829473378	November 8, 2007

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>
	9, 38	1581949	June 13, 2012	Canada	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	1581950	June 13, 2012	Canada	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>
IN AIR & ON.	38	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>
IN AIR & ON.	38	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	1282782	June 13, 2012	Mexico	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	1282787	June 13, 2012	Mexico	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	1282799	June 13, 2012	Mexico	Pending International Trademark Applications	Aircell Business Aviation Services LLC

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>
	9	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>
	9	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC

Gogo LLC - Foreign Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Argentina	Emoticon Logo *-)-	9	2,282,458	April 23, 2009
Argentina	Emoticon Logo *-)-	38	2,282,459	April 23, 2009
Argentina	WI-FI WITH WINGS	38	2,344,787	February 9, 2010
Argentina	WI-FI WITH WINGS	9	2,344,786	February 9, 2010
Brazil	Emoticon Logo *-)-	38	829699180	August 30, 2011
Canada	GOGO	9, 38	TMA748631	September 24, 2009
Canada	WI-FI WITH WINGS	9, 38	TMA748145	September 21, 2009
Canada	Emoticon Logo *-)-	9, 38, 42	823364	May 4, 2012
China	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
China	WI-FI WITH WINGS	38	966,318	May 10, 2008
European Community	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
European Community	GOGO	9	952,270	December 21, 2007
European Community	GOGO	38	954,700	December 21, 2007
European Community	WI-FI WITH WINGS	38	966,318	May 10, 2008
European Community	WI-FI WITH WINGS	9	971,696	May 10, 2008
Japan	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008

Japan	GOGO	38	954,700	December 22, 2007
Japan	WI-FI WITH WINGS	38	966,318	May 10, 2008
Japan	WI-FI WITH WINGS	9	971,696	May 10, 2008
Madrid	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
Madrid	GOGO	9	952,270	December 21, 2007
Madrid	GOGO	38	954,700	December 21, 2007
Madrid		9	1,104,647	December 6, 2011
Madrid		38	1,102,947	December 6, 2011
Madrid	GOGO VISION	38	1,103,120	December 12, 2011
Madrid	IN AIR. ONLINE.	38	1,105,342	December 12, 2011
Madrid	WI-FI WITH WINGS	9	971,696	May 10, 2008
Madrid	WI-FI WITH WINGS	38	966,318	May 10, 2008
Mexico	Emoticon Logo *-)-	38	1,051,867	July 31, 2008
Mexico	Emoticon Logo *-)-	9, 38	1,075,459	December 2, 2008
Mexico	GOGO	38	1,039,786	May 19, 2008
Mexico	GOGO	9	1,073,885	November 26, 2008
Mexico	WI-FI WITH WINGS	38	1,060,656	September 12, 2008
Russian Federation	GOGO	9	952270	December 21, 2007

S. Korea	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
Switzerland	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
Switzerland	GOGO	9	952,270	December 21, 2007
Switzerland	GOGO	38	954,700	December 21, 2007
Switzerland	WI-FI WITH WINGS	38	966,318	May 10, 2008
Switzerland	WI-FI WITH WINGS	9	971,696	May 10, 2008

Gogo LLC - Foreign Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Argentina		9	3,133,415	December 6, 2011
Argentina		38	3,133,419	December 6, 2011
Argentina	IN AIR. ONLINE.	38	3,133,420	December 6, 2011
Argentina	GOGO VISION	38	3,133,421	December 6, 2011
Argentina	IT'S THE INTERNET. IN THE SKY.	38	3,154,656	March 29, 2012
Argentina	LAND ON TOP OF THINGS	38	3,154,658	March 29, 2012
Brazil	Emoticon Logo *-)-	9	829699163	April 22, 2008
Brazil	GOGO	9	829522646	December 26, 2007
Brazil	GOGO	38	829522654	December 26, 2007
Brazil	GOGO VISION	38	Pending	January 3, 2012

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Brazil	IN AIR. ONLINE.	38	831283661	December 16, 2011
Brazil		9	Pending	December 6, 2011
Brazil		38	Pending	December 6, 2011
Brazil	WI-FI WITH WINGS	38	829715681	May 12, 2008
Brazil	WI-FI WITH WINGS	9	829715673	May 12, 2008
Canada		9, 38	1555,119	December 6, 2011
Canada	GOGO VISION	38	1555,117	December 6, 2011
Canada	IN AIR. ONLINE.	38	1555,118	December 6, 2011
Canada	IT'S THE INTERNET. IN THE SKY	38	1570,656	March 27, 2012
Canada	LAND ON TOP OF THINGS	38	1570,655	March 27, 2012
China		9	1104647	December 6, 2011
China		38	1102947	December 6, 2011
China	IN AIR. ONLINE.	38	1105342	December 12, 2011
China	GOGO VISION	38	1103120	December 12, 2011
China	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
China	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
European Union		9	1104647	December 6, 2011

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
European Union		38	1102947	December 6, 2011
European Union	IN AIR. ONLINE.	38	1105342	December 12, 2011
European Union	GOGO VISION	38	1103120	December 12, 2011
European Union	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
European Union	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
India	GOGO	9, 38	1,635,488	December 26, 2007
India		9, 38	2245884	December 7, 2011
India	IN AIR. ONLINE.	38	2246620	December 9, 2011
India	GOGO VISION	38	2245883	December 8, 2011
India	IT'S THE INTERNET. IN THE SKY	38	2306477	March 27, 2012
India	LAND ON TOP OF THINGS	38	2306476	March 27, 2012
Japan		9	1104647	December 6, 2011
Japan		38	1102947	December 6, 2011
Japan	IN AIR. ONLINE.	38	1105342	December 12, 2011
Japan	GOGO VISION	38	1103120	December 12, 2011
Japan	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Japan	LAND ON TOP OF THINGS	38	Pending	March 29, 2012

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Madrid	IT'S THE INTERNET. IN THE SKY.	38	A0029053	March 29, 2012
Madrid	LAND ON TOP OF THINGS	38	A0029057	March 29, 2012
Mexico		9	1,233,260	December 6, 2011
Mexico		38	1,233,261	December 6, 2011
Mexico	IN AIR. ONLINE.	38	1,233,568	December 7, 2011
Mexico	GOGO VISION	38	1,233,566	December 7, 2011
Mexico	IT'S THE INTERNET. IN THE SKY	38	1261821	March 28, 2012
Mexico	LAND ON TOP OF THINGS	38	1261823	March 28, 2012
Mexico	GOGO BIZ	38	1312339	September 26, 2012
Norway		9	1104647	December 6, 2011
Norway		38	1102947	December 6, 2011
Norway	IN AIR. ONLINE.	38	1105342	December 12, 2011
Norway	GOGO VISION	38	1103120	December 12, 2011
Norway	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Norway	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
Russian Federation		9	1104647	December 6, 2011
Russian Federation		38	1102947	December 6, 2011

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Russian Federation	IN AIR. ONLINE.	38	1105342	December 12, 2011
Russian Federation	GOGO VISION	38	1103120	December 12, 2011
Russian Federation	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Russian Federation	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
South Korea		9	1104647	December 6, 2011
South Korea		38	1102947	December 6, 2011
South Korea	IN AIR. ONLINE.	38	1105342	December 12, 2011
South Korea	GOGO VISION	38	1103120	December 12, 2011
South Korea	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
South Korea	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
Switzerland		9	1104647	December 6, 2011
Switzerland		38	1102947	December 6, 2011
Switzerland	IN AIR. ONLINE.	38	1105342	December 12, 2011
Switzerland	GOGO VISION	38	1103120	December 12, 2011
Switzerland	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Switzerland	LAND ON TOP OF THINGS	38	Pending	March 29, 2012

EXCLUSIVE LICENSES TO REGISTERED UNITED STATES COPYRIGHTS

NONE.

SCHEDULE 7 TO THE
GUARANTEE AND COLLATERAL AGREEMENT

MATERIAL EXCLUDED ASSETS

Aircraft:

<u>Grantor</u>	<u>Asset</u>
Gogo LLC	Challenger 600

Property Subject to Purchase Money Liens or Capital Lease Obligations:

<u>Grantor</u>	<u>Location</u>	<u>Vendor</u>	<u>Equipment Type</u>
Gogo LLC	3431 North Windsor, Aurora, CO 80011-8116	IBM Credit	BladeCenter
Gogo LLC	1000 Commerce Drive, Oak Brook, IL 60523-8810	IBM Credit	BladeCenter
Gogo LLC	3431 North Windsor, Aurora, CO 80011-8116	Data Sales	HP Equipment
Gogo LLC	3431 North Windsor, Aurora, CO 80011-8116	Data Sales	Cisco Hardware
Gogo LLC	1000 Commerce Drive, Oak Brook, IL 60523-8810	Data Sales	HP Equipment

Leased Cell Towers:

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	19768 S. Merlene Lane Wasilla, AK 99654	Leased space on cell tower
Gogo LLC	3290 Peger Road Fairbanks, AK 99687	Leased space on cell tower
Gogo LLC	Cordova Airport Cordova, AK 99574	Leased space on cell tower
Gogo LLC	Ocean Cape Road Yakutat, AK 99689	Leased space on cell tower
Gogo LLC	9229 Cessna Drive Juneau, AK 99601	Leased space on cell tower
Gogo LLC	Totem Way Kake, AK 99830	Leased space on cell tower
Gogo LLC	1061 Aberdeen Road Vernon, AL 35592	Leased space on cell tower
Gogo LLC	880 Willie Rodgers Road Evergreen, AL 36401	Leased space on cell tower
Gogo LLC	449 Chandler Mountain Road Attalla, AL 35987	Leased space on cell tower
Gogo LLC	4794 Lee Road 188 Auburn, AL 36832	Leased space on cell tower
Gogo LLC	9847 Holly Springs Road Harrisburg, AR 72432	Leased space on cell tower
Gogo LLC	1907 Gravel Pit Road White Hall, AR 71603	Leased space on cell tower
Gogo LLC	1.4 Mi So of Buck Knob Buck City, AR 72142	Leased space on cell tower

Gogo LLC	57 Cemetery Road Hector, AR 72031	Leased space on cell tower
Gogo LLC	1410 West Sunnyside Drive Phoenix, AZ 85029	Leased space on cell tower
Gogo LLC	4.5 Miles Southwest of Holbrook Holbrook, AZ 86025	Leased space on cell tower
Gogo LLC	MP 581 Hwy. 89A Cooper Ridge Electronic Site Jacob Lake, AZ 86022	Leased space on cell tower
Gogo LLC	15769 S. Old Haviland Station Road Yucca, AZ 86438	Leased space on cell tower
Gogo LLC	10 MI SE of Williams, AZ 86046 Williams, AZ 86046	Leased space on cell tower
Gogo LLC	10535 Box Springs Mtn. Road Moreno Valley, CA 92557	Leased space on cell tower
Gogo LLC	15311 Cuda Road Arvin, CA 93307	Leased space on cell tower
Gogo LLC	4 MI East of Yermo Lodlow, CA 92338	Leased space on cell tower
Gogo LLC	Hwy. 49 West of Mairposa Mariposa, CA 95338	Leased space on cell tower
Gogo LLC	6.7 Miles Southwest of San Ardo Lockwood, CA	Leased space on cell tower
Gogo LLC	Off Bollinger Canyon Road Moraga, CA 94556	Leased space on cell tower
Gogo LLC	Terminus of Bunch Lookout Road N. of Hwy 299 at Hatchett Mtn. Summit Montgomery Creek, CA 96065	Leased space on cell tower
Gogo LLC	Glamis Winterhaven, CA 92283	Leased space on cell tower

Gogo LLC	2 Miles South of I-10 Rest-Stop T. Desert Center, CA	Leased space on cell tower
Gogo LLC	DIA East @ 88 th Denver, CO 80022	Leased space on cell tower
Gogo LLC	Lobo Overlook Crede, CO 81130	Leased space on cell tower
Gogo LLC	Off of Colorado Route 13 Rifle, CO	Leased space on cell tower
Gogo LLC	CR 35, 6 MI South of La Junta La Junta, CO 81050	Leased space on cell tower
Gogo LLC	104060 Hwy 491 Cahone, CO 81320	Leased space on cell tower
Gogo LLC	29525 Hwy. 55 Crook, CO	Leased space on cell tower
Gogo LLC	15677 Hwy. 59 Siebert, CO 80834	Leased space on cell tower
Gogo LLC	Badger Mountain Radio Peak Lake George, CO 80827	Leased space on cell tower
Gogo LLC	9500 N.W. 109th Sreet Medley, FL 33178	Leased space on cell tower
Gogo LLC	1965 Lawson Road Clearwater, FL 33763	Leased space on cell tower
Gogo LLC	10301 Narcoossee Road Orlando, FL 32823	Leased space on cell tower
Gogo LLC	151 Roberts Landing Road Wewahitchka, FL 32465	Leased space on cell tower
Gogo LLC	11420 US Rt. 1 North Street Augustine, FL 32095	Leased space on cell tower

Gogo LLC	8060 E. US Highway 27 Perry, FL 32347	Leased space on cell tower
Gogo LLC	6051 Poling Lane Fort Myers, FL 33917	Leased space on cell tower
Gogo LLC	1325 Virginia Avenue East Point, GA 30344	Leased space on cell tower
Gogo LLC	1709 Kilkenny Road Richmond Hill, GA 31324	Leased space on cell tower
Gogo LLC	1370 Windy Hill Road Byromville, GA 31007	Leased space on cell tower
Gogo LLC	7105 Mitchell-Warrenton Road Glascocock County, GA 30820	Leased space on cell tower
Gogo LLC	Homerville Rd./Rte. 441 Homerville, GA 31634	Leased space on cell tower
Gogo LLC	4101 170th Street Brooklyn, IA 52211	Leased space on cell tower
Gogo LLC	1881 320th Street Casey, IA 50048	Leased space on cell tower
Gogo LLC	1120 220th Street Britt, IA 50423	Leased space on cell tower
Gogo LLC	1367 Sherman Ridge Road Waukon, IA 52172	Leased space on cell tower
Gogo LLC	Bennett Mountain Elmore County, ID 83467	Leased space on cell tower
Gogo LLC	Baldy Mountain Salmon, ID 83467	Leased space on cell tower
Gogo LLC	South Frontage Road Downey, ID 83234	Leased space on cell tower

Gogo LLC	602 N. York Road Bensonville, IL 60106	Leased space on cell tower
Gogo LLC	921 Airport Avenue Hermleigh, IL 62246	Leased space on cell tower
Gogo LLC	14401 Henry Road Morrison, IL 61270	Leased space on cell tower
Gogo LLC	SE of I-55 & CR-8 Junction Lexington, IL 61753	Leased space on cell tower
Gogo LLC	Hwy 136 & E. 2350 th Table Grove, IL NA	Leased space on cell tower
Gogo LLC	641 South County Road 450 East Connersville, IN 47331	Leased space on cell tower
Gogo LLC	12734 North 1025 West Monticello, IN 47960	Leased space on cell tower
Gogo LLC	6158 W. State Road Lewis, IN 47858	Leased space on cell tower
Gogo LLC	4483 Co. Rd. DD Grainfield, KS 67737	Leased space on cell tower
Gogo LLC	3300 Emmet CT Haysville, KS 67233	Leased space on cell tower
Gogo LLC	12120 Hwy. 83 Garden City, KS 67846	Leased space on cell tower
Gogo LLC	Intersection of Rte 281 and E. Grain Dr Lebanon, KS 66952	Leased space on cell tower
Gogo LLC	Hwy 77 and Old Hwy 77 Junction City, KS 66441	Leased space on cell tower
Gogo LLC	579 Around the World Road Wallins Creek, KY 40873	Leased space on cell tower

Gogo LLC	1.5 MI SSE of Beechburg, KY Flemingsburg , KY 41041	Leased space on cell tower
Gogo LLC	320 Ranch Road Mt. Washington, KY NA	Leased space on cell tower
Gogo LLC	11096 State Route 109 Sturgis, KY 42459	Leased space on cell tower
Gogo LLC	205 Garrett Hill Road Haynesville, LA 71038	Leased space on cell tower
Gogo LLC	1005 Cheneau Road Kaplan, LA 70548	Leased space on cell tower
Gogo LLC	41795 Hwy. 23 Buras, LA 70041	Leased space on cell tower
Gogo LLC	124 Murray Street Medford, MA 02155	Leased space on cell tower
Gogo LLC	22400 Stoney Run Road SW Westernport, MD 21562	Leased space on cell tower
Gogo LLC	Monroe Street Fruitland, MD 21826	Leased space on cell tower
Gogo LLC	444 Blackcap Road Eddington, ME 4428	Leased space on cell tower
Gogo LLC	3483 Kensington Road Milford, MI 48380	Leased space on cell tower
Gogo LLC	5156 Walker Road Rapid City, MI 49646	Leased space on cell tower
Gogo LLC	154 Lakeview CT Harbor View, MI 49950	Leased space on cell tower
Gogo LLC	87844 CR668 Decatur, MI 49045	Leased space on cell tower

Gogo LLC	9300 Buchanan Shelby, MI 49455	Leased space on cell tower
Gogo LLC	13320 15th Avenue Minneapolis, MN 55441	Leased space on cell tower
Gogo LLC	35170 880th Street Heron Lake, MN 56137	Leased space on cell tower
Gogo LLC	980 Hwy 7 East Clinton, MO 64735	Leased space on cell tower
Gogo LLC	Kodiak Road Georgiallatin, MO 64640	Leased space on cell tower
Gogo LLC	Rte. 1 Box 231b Hermann, MO 65041	Leased space on cell tower
Gogo LLC	Highway E Knox City, MO 62446	Leased space on cell tower
Gogo LLC	4562 Hwy 49 South Florence, MS 39073	Leased space on cell tower
Gogo LLC	141 Bethany Road Holly Springs, MS 38635	Leased space on cell tower
Gogo LLC	MacDonald Pass Elliston, MT	Leased space on cell tower
Gogo LLC	State RT 311 & Old Hwy. 10 Hysham, MT 59076	Leased space on cell tower
Gogo LLC	3505 Tower Road Maiden, NC 28650	Leased space on cell tower
Gogo LLC	1805 W. Main Street Williamston, NC 27892	Leased space on cell tower
Gogo LLC	28 Mount Gilead Church Road Pittsboro, NC 27312	Leased space on cell tower

Gogo LLC	12046 33rd Street SE Valley City, ND 58072	Leased space on cell tower
Gogo LLC	83897 S. Highway 97 Mullen, NE 69152	Leased space on cell tower
Gogo LLC	9601 Rokeby Road Lincoln, NE 68526	Leased space on cell tower
Gogo LLC	58897 873 Road Waterbury, NE 68785	Leased space on cell tower
Gogo LLC	Corner of 803rd Road. and 483rd Road North Loop, NE 68859	Leased space on cell tower
Gogo LLC	West 6th Street Curtis, NE 69025	Leased space on cell tower
Gogo LLC	4410 Hwy. 29 Fossil Beds, NE 69025	Leased space on cell tower
Gogo LLC	416 Eagle Rock Avenue West Orange, NJ 7052	Leased space on cell tower
Gogo LLC	Forest Road 6, Cibola National Forest Datil, NM 87821	Leased space on cell tower
Gogo LLC	606 1/2 Alta Vista Bayard, NM 88023	Leased space on cell tower
Gogo LLC	Hwy. 156 Approx. 18 mi east of Santa Rosa Santa Rosa, NM 84435	Leased space on cell tower
Gogo LLC	Route 3-204 # Cuba, NM 87013	Leased space on cell tower
Gogo LLC	220 Sophia Road Grenville, NM 88424	Leased space on cell tower
Gogo LLC	2008 US Highway 60 Willard, NM 87063	Leased space on cell tower

Gogo LLC	10 Miller Lane Angel Fire, NM 87710	Leased space on cell tower
Gogo LLC	Canyon Road and Industrial Boulder City, NV 89005	Leased space on cell tower
Gogo LLC	Booker Mountain North of US Hwy. 6 and US Hwy. 9 Tonapah, NV 89049	Leased space on cell tower
Gogo LLC	Peavine Mountain Road, Stead Blvd. & US 395 Keno, NV 89523	Leased space on cell tower
Gogo LLC	Battle Mountain Battle Mountain, NV 89820	Leased space on cell tower
Gogo LLC	124 Murray Street Stamford, NY 12167	Leased space on cell tower
Gogo LLC	Alma Hill Road Alma, NY 14708	Leased space on cell tower
Gogo LLC	82750 County Line Road Cadiz, OH43907	Leased space on cell tower
Gogo LLC	46145 Telegraph Road Amherst, OH 44001	Leased space on cell tower
Gogo LLC	5474 N. Hamilton Road New Albany, OH 43054	Leased space on cell tower
Gogo LLC	2 MI W. Highway 283 Cheyenne, OK 73628	Leased space on cell tower
Gogo LLC	25015 E. Cobbs Corner Road Talequah, OK 74464	Leased space on cell tower
Gogo LLC	SR 5, 2.4MI West of Walters Walters, OK 73572	Leased space on cell tower
Gogo LLC	1.25 MI E. Junction Sh 43 & Hwy 3 Coalgate, OK 74538	Leased space on cell tower

Gogo LLC	7501 South Midwest Road Guthrie, OK 73044	Leased space on cell tower
Gogo LLC	CR # 207 (aka Mile Road 35) Guymon, OK 73942	Leased space on cell tower
Gogo LLC	Buck Mountain, 3.5 mi North of McGowen Creek Road Springfield, OR 97478	Leased space on cell tower
Gogo LLC	South of Highway 20 Riley, OR 97758	Leased space on cell tower
Gogo LLC	3 Miles East of Avondale Landenberg, PA 19350	Leased space on cell tower
Gogo LLC	Off of State Rd. 6 Mehoopany, PA 18629	Leased space on cell tower
Gogo LLC	2.3 Miles NW of Ickesburg, PA along State Rte. 74 Port Royal, PA 17082	Leased space on cell tower
Gogo LLC	5690 California Road Millcreek, PA 16415	Leased space on cell tower
Gogo LLC	71 TUCKER LANE Mayport, PA 16224	Leased space on cell tower
Gogo LLC	Off of Salem Road Conway, SC 29526	Leased space on cell tower
Gogo LLC	1753 Coffee Road Westminster, SC 29693	Leased space on cell tower
Gogo LLC	2270 Congaree Drive Cayce, SC 29033	Leased space on cell tower
Gogo LLC	Highway 20 and 5th Avenue Bison, SD 57620	Leased space on cell tower
Gogo LLC	45993 207th Street Arlington, SD 57212	Leased space on cell tower

Gogo LLC	36415 301st Street Fairfax, SD 57335	Leased space on cell tower
Gogo LLC	CR 7 and SD Hwy 248 (nearest address 21395 SD Hwy 248) Jackson , SD 57567	Leased space on cell tower
Gogo LLC	2797 Greer Road Goodlettsville, TN 73072	Leased space on cell tower
Gogo LLC	1801 Young Road Cleveland, TN 37323	Leased space on cell tower
Gogo LLC	538 Old Dairy Road Atwood, TN 38220	Leased space on cell tower
Gogo LLC	3700 N. White Chapel Boulevard Southlake, TX	Leased space on cell tower
Gogo LLC	321 Powell Spring, TX 77373	Leased space on cell tower
Gogo LLC	Off of Hwy 12/CR 183; 20.3 miles South on Highway12 Wimberly, TX 78676	Leased space on cell tower
Gogo LLC	780 Hwy. 285 North Pecos, TX 79772	Leased space on cell tower
Gogo LLC	9062 CR 4105 Scurry, TX 79526	Leased space on cell tower
Gogo LLC	331 East CR 401 Premont, TX 78375	Leased space on cell tower
Gogo LLC	3810 North Highway 283 Albany, TX 76340	Leased space on cell tower
Gogo LLC	7792 E. Highway 79 Oakwood, TX 76210	Leased space on cell tower
Gogo LLC	271 CR 2850 Mount Pleasant, TX 75493	Leased space on cell tower

Gogo LLC	5130 N. Western Road Amarillo, TX 79120	Leased space on cell tower
Gogo LLC	1771 N. Zaragoza El Paso, TX 79936	Leased space on cell tower
Gogo LLC	13036 Highway 83 N. Paducah, TX 79248	Leased space on cell tower
Gogo LLC	Farnsworth Peak Salt Lake City, UT 84101	Leased space on cell tower
Gogo LLC	3.4 MI on Airport Road from Green River Avenue Green River, UT	Leased space on cell tower
Gogo LLC	Highway 21 to Frisco Peak Milford, UT 84014	Leased space on cell tower
Gogo LLC	4241 South River Road St. George, UT 84790	Leased space on cell tower
Gogo LLC	Utah State Route 12 Bryce Canyon, UT 94764	Leased space on cell tower
Gogo LLC	870N 370E Delta, UT 84624	Leased space on cell tower
Gogo LLC	1751 Pinnacle Drive McLean, VA 22102	Leased space on cell tower
Gogo LLC	2800 ESE from the I/S of US 26 & 659 Appomatox, VA 24522	Leased space on cell tower
Gogo LLC	13515 Old Telegraph Rd. (CR 647) Lanexa, VA 23089	Leased space on cell tower
Gogo LLC	3680 Foys Lane Pulaski, VA 24324	Leased space on cell tower
Gogo LLC	22706 120th Avenue S.E. Kent, WA 98031	Leased space on cell tower

Gogo LLC	Jump Off Joe Road Kennewick, WA 99337	Leased space on cell tower
Gogo LLC	26431 Addington Road N. Edwall, WA 99008	Leased space on cell tower
Gogo LLC	12811 County Road F Wisconsin Rapids, WI 54921	Leased space on cell tower
Gogo LLC	7675 Kraus Road York, WI 53925	Leased space on cell tower
Gogo LLC	4606T Big Tyler Road Charleston, WV 25313	Leased space on cell tower
Gogo LLC	McCollough Peaks - 8 MI East-Northeast of Cody Cody, WY 82414	Leased space on cell tower
Gogo LLC	Micro Road, 7 Miles South of Casper Casper, WY 82601	Leased space on cell tower
Gogo LLC	1541 Tower Road Rock Springs, WY 82901	Leased space on cell tower
Gogo LLC	Crow Creek Hill KOB69 Medicine Bow National Forest Laramie, WY 82037	Leased space on cell tower

GUARANTEE AND COLLATERAL AGREEMENT

made by

AIRCELL BUSINESS AVIATION SERVICES LLC
GOGO LLC and
GOGO INTERMEDIATE HOLDINGS LLC,

and certain of their Subsidiaries

in favor of

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

Dated as of June 21, 2012

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GUARANTEE AND COLLATERAL AGREEMENT, dated as of June 21, 2012, among each of the signatories hereto designated as a Grantor on the signature pages hereto (together with any other entity that may become a party hereto as a Grantor as provided herein, the "Grantors"), MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent (in such capacity and together with its successors and assigns in such capacity, the "Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company ("BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings") and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower", the Lenders, MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent, and the Agent, and (ii) the other Secured Parties (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used by BA solely (a) to further distribute such proceeds to the other Borrowers (via intercompany loans or via dividends to Holdings for investment in Subsidiaries of Holdings or via a combination thereof) for general corporate purposes, including Investments to the extent permitted by Section 8.8 of the Credit Agreement and Restricted Payments to the extent permitted by Section 8.6 of the Credit Agreement and (b) to pay fees and expenses incurred in connection with the Transactions;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the UCC are used herein as so defined (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof): Accounts, Account Debtor, As-Extracted Collateral, Authenticate, Certificated Security, Chattel Paper, Commodity Account, Commodity Contract, Commodity Intermediary, Documents, Electronic Chattel Paper, Entitlement Order, Equipment, Farm Products, Financial Asset, Fixtures, General Intangibles, Goods, Health-Care-Insurance Receivable, Instruments, Inventory, Letter of Credit Rights, Manufactured Homes, Money, Payment Intangibles, Securities Account, Securities Intermediary, Security, Security Entitlement, Supporting Obligations, Tangible Chattel Paper and Uncertificated Security.

(b) The following terms shall have the following meanings:

“After-Acquired Intellectual Property” shall have the meaning set forth in Section 5.9(c).

“Agreement” shall mean this Guarantee and Collateral Agreement, as the same may be amended, restated, supplemented, or otherwise modified from time to time.

“Collateral” shall have the meaning set forth in Section 3(a).

“Collateral Account” shall mean any collateral account established by the Agent as provided in Section 6.1 or 6.3.

“Controlling Parties” shall mean, prior to the termination of all Commitments and the payment in full of all Obligations (other than contingent indemnification obligations as to which no claim has been asserted) under the Credit Agreement and the other Loan Documents, the Required Lenders, and, thereafter, the Majority Holders.

“Copyright Licenses” shall mean all written licenses providing for the grant to or from a Grantor of any right in or to any Copyright (including, without limitation, those listed on Schedule 6).

“Copyrights” shall mean, with respect to any Grantor, all of such Grantor’s right, title and interest in and to all copyrightable works of authorship, all United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, “Protected Designs” within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all “Mask Works” (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule 6, (ii) all extensions, renewals, and restorations thereof, (iii) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other copyright rights accruing thereunder or pertaining thereto throughout the world.

“Deposit Account” shall mean all “deposit accounts” as defined in Article 9 of the UCC and all other accounts maintained with any financial institution (other than Securities Accounts or Commodity Accounts), and shall include, without limitation, all of the accounts listed on Schedule 2 hereto under the heading “Deposit Accounts” together, in each case, with all funds held therein and all certificates or instruments representing any of the foregoing.

“Discharge of Credit Agreement Obligations” shall have the meaning set forth in Section 8.1(b).

“Discharge of the Obligations” shall mean the payment in full in cash of all Obligations and the satisfactory performance of all other obligations under the Loan Documents (other than (i) those expressly stated to survive termination, (ii) contingent obligations as to which no claim has been asserted, and (iii) obligations and liabilities under Specified Cash Management Agreements and Specified Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Qualified Counterparty, including, without limitation, cash collateralization, shall have been made) and all Commitments shall have terminated or expired.

“Equity Interests” (i) shall mean with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents, including membership interests (however designated, whether voting or non-voting) of the equity of such Person, including, if such person is a partnership, partnership interests (whether general or limited), if such Person is a limited liability company, membership interests, and, if such Person is a trust, all beneficial interests therein, and shall also include any other interest or

participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property of, such corporation, partnership, limited liability company or trust, whether outstanding on the date hereof or issued on or after the date hereof and (ii) shall include, without limitation, all Pledged Stock, Pledged Partnership Interests and Pledged LLC Interests.

“Excluded Assets” shall mean (i) any permit, lease, license, contract or agreement to which any Grantor is a party or any of its rights or interests thereunder if and only to the extent that the grant of a security interest hereunder (a) is prohibited by or a violation of any law, rule or regulation applicable to such Grantor or (b) shall constitute or result in a breach of a term or provision of, or the termination or a default under the terms of, such permit, lease, license, contract or agreement (other than to the extent that any such law, rule, regulation, term or provision would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law (including any debtor relief law or principle of equity); provided, however, that the Collateral shall include (and such security interest shall attach and the definition of Excluded Assets shall not then include) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, and shall attach immediately to any portion of such permit, lease, license, contract or agreement not subject to the prohibitions specified in clauses (a) or (b) above; provided further that the exclusions referred to in clause (i) of this definition shall not include any Proceeds of such permit, lease, license, contract or agreement, (ii) property owned by any Grantor that is subject to a purchase money Lien or Capital Lease Obligation permitted under Section 8.2(e) and 8.3(g) the Credit Agreement if the agreement pursuant to which such Lien is granted (or the document providing for such Capital Lease Obligation) prohibits, or requires the consent of any Person other than the Grantors which has not been obtained as a condition to, the creation of any other Lien on such property, (iii) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein could impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (“Intent-to-Use Applications”), (iv) any trucks, trailers, tractors, service vehicles, automobiles, construction and earth moving equipment, rolling stock or other registered mobile equipment or other Equipment of any nature covered by certificates of title law of any jurisdiction and all tires and other appurtenances to any of the foregoing, (v) Excluded Foreign Subsidiary Voting Stock, (vi) Letter of Credit Rights and commercial tort claims individually with a value of less than \$1,000,000, in each case, that do not constitute Proceeds

of Collateral, (vii) those assets over which the granting of security interests in such assets would result in material adverse tax consequences as reasonably determined by the Borrowers (it being understood that the Lenders shall not require Holdings or any of its Subsidiaries to enter into any security agreements or pledge agreements governed by foreign law), (viii) assets to the extent the granting or perfecting of a security interest in such assets would result in costs or other consequences to Holdings or any of its Subsidiaries as reasonably determined by the Borrowers and the Collateral Agent that are excessive in view of the benefits that would be obtained by the Secured Parties, (ix) any margin stock (within the meaning of Regulation U issued by the FRB), (x) any aircraft, airframes, aircraft engines or helicopters, or any Equipment or other assets constituting a part thereof, (xi) leased cell towers to the extent a leasehold mortgage is required to create a security interest therein and (xii) Deposit Accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments.

“Excluded Foreign Subsidiary Voting Stock” shall mean any voting stock in excess of 65% of the total outstanding amount of any class of voting stock of a Foreign Subsidiary.

“FCC License”: any Governmental Authorization granted by the FCC pursuant to the Communications Act, or by any other Governmental Authority pursuant to Communications Laws, to any Grantor or assigned or transferred to any Grantor pursuant to Communications Laws.

“Foreign Security Documents” shall mean the collective reference to the security agreements, debentures, pledge agreements, charges and other similar documents and agreements pursuant to which any Grantor purports to pledge or grant a security interest in any Pledged Equity Interests of any Issuer organized under a jurisdiction other than the United States or any state or locality thereof securing the Obligations.

“Guarantors” shall mean the collective reference to each Grantor and, for the avoidance of doubt, shall include the Borrowers.

“Insurance” shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Agent is the loss payee thereof) and (ii) any key man life insurance policies.

“Intellectual Property” shall mean, with respect to any Grantor, the collective reference to all rights, priorities and privileges relating to intellectual property of such Grantor, whether arising under United States, multinational or foreign laws, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets and

Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

“Intellectual Property Security Agreements” shall mean, collectively, the Copyright Security Agreement substantially the form of Exhibit A-1, the Patent Security Agreement substantially in the form of Exhibit A-2, and the Trademark Security Agreement substantially in the form of Exhibit A-3.

“Investment Property” shall mean the collective reference to (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the UCC on the date hereof including, without limitation, all Certificated Securities and Uncertificated Securities, all Security Entitlements, all Securities Accounts, all Commodity Contracts and all Commodity Accounts (other than any Excluded Foreign Subsidiary Voting Stock) and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes, all Pledged Equity Interests, all Pledged Security Entitlements and all Pledged Commodity Contracts.

“Issuers” shall mean the collective reference to each issuer of Pledged Equity Interests.

“Majority Holders” shall have the meaning set forth in Section 8.1(b).

“Material Intellectual Property” shall mean any Intellectual Property included in the Collateral that is material to the business of any Grantor.

“Obligations” shall mean all Obligations (as defined in the Credit Agreement) including, without limitation, those arising under Section 2 hereof.

“Obligee Guarantor” shall have the meaning set forth in Section 2.6.

“Patent Licenses” shall mean all written licenses providing for the grant to or from a Grantor of any right in or to any Patent (including, without limitation, those listed on Schedule 6).

“Patents” shall mean, with respect to any Grantor, all of such Grantor’s right, title and interest in and to all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including, without limitation, (i) each patent and patent application listed on Schedule 6, (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions,

renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other patent rights accruing thereunder or pertaining thereto throughout the world.

“Perfected IP” shall have the meaning set forth in Section 5.9(d).

“Pledged Commodity Contracts” shall mean all Commodity Contracts listed on Schedule 2 and all other Commodity Contracts to which any Grantor is party from time to time.

“Pledged Debt Securities” shall mean all debt securities now owned or hereafter acquired by any Grantor, including, without limitation, the debt securities listed on Schedule 2, together with any other certificates, options, rights or security entitlements of any nature whatsoever in respect of the debt securities of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

“Pledged Equity Interests” shall mean all Equity Interests, and shall include Pledged LLC Interest, Pledged Partnership Interest and Pledged Stock; provided, however, that “Pledged Equity Interests” shall not include Excluded Assets.

“Pledged LLC Interests” shall mean all membership interests and other interests of any Grantor now owned or hereafter acquired in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 2 hereto under the heading “Pledged LLC Interests” and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company and any securities entitlements relating thereto and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests and any other warrant, right or option or other agreement to acquire any of the foregoing, all management rights, all voting rights, any interest in any capital account of a member in such limited liability company, all rights as and to become a member of the limited liability company, all rights of the Grantor under any shareholder or voting trust agreement or similar agreement in respect of such limited liability company, all of the Grantor’s right, title and interest as a member to any and all assets or properties of such limited liability company, and all other rights, powers, privileges, interests, claims and other property in any manner arising out of or relating to any of the foregoing; provided however that Pledged LLC Interests shall not include Excluded Assets.

“Pledged Notes” shall mean all promissory notes now owned or hereafter acquired by any Grantor including, without limitation, those listed on Schedule 2 and the Intercompany Note.

“Pledged Partnership Interests” shall mean all partnership interests and other interests of any Grantor now owned or hereafter acquired in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 2 hereto under the heading “Pledged Partnership Interests” and the certificates, if any, representing such partnership interests, and any interest of such Grantor on the books and records of such partnership and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests and any other warrant, right or option to acquire any of the foregoing, all management rights, all voting rights, any interest in any capital account of a partner in such partnership, all rights as and to become a partner of such partnership, all of the Grantor’s rights, title and interest as a partner to any and all assets or properties of such partnership, and all other rights, powers, privileges, interests, claims and other property in any manner arising out of or relating to any of the foregoing; provided however that Pledged Partnership Interests shall not include Excluded Assets.

“Pledged Stock” shall mean all shares of capital stock now owned or hereafter acquired by such Grantor, including, without limitation, all shares of capital stock described on Schedule 2 hereto under the heading “Pledged Stock”, and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares and any other warrant, right or option to acquire any of the foregoing provided, however, that Pledged Stock shall not include Excluded Assets.

“Pledged Securities” shall mean the collective reference to the Pledged Debt Securities, the Pledged Notes and the Pledged Equity Interests regardless of whether constituting Securities under the UCC.

“Pledged Security Entitlements” shall mean all security entitlements with respect to the financial assets listed on Schedule 2 and all other security entitlements of any Grantor.

“Proceeds” shall mean all “proceeds” as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

“Receivable” shall mean all Accounts and any other any right to payment for goods or other property sold, leased, licensed or otherwise disposed of or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper or classified as a Payment Intangible and whether or not it has been earned by performance. References herein to Receivables shall include any Supporting Obligation or collateral securing such Receivable.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Specified Assets” shall have the meaning set forth in Section 4.3(b).

“Specified IP Assets” shall mean all Collateral consisting of Intellectual Property for which the creation or perfection of Liens thereon requires execution of documents, filings in or other actions under the laws of jurisdictions outside of the United States of America, any State thereof or the District of Columbia.

“Trademark Licenses” shall mean all written licenses providing for the grant to or from a Grantor of any right in or to any Trademark (including, without limitation, those listed on Schedule 6).

“Trademarks” shall mean, with respect to any Grantor, all of such Grantor’s right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names and other indicia of origin or source identification, whether registered or unregistered (other than Intent-to-Use Applications), and, with respect to any and all of the foregoing, (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule 6, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit now and other payments hereafter due and/or payable with respect thereto, and (vi) all other trademark rights accruing thereunder or pertaining thereto throughout the world.

“Trade Secret Licenses” shall mean all written licenses providing for the grant to or from a Grantor of any right in or to any Trade Secret.

“**Trade Secrets**” shall mean, with respect to any Grantor, all of such Grantor’s right, title and interest in and to (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, in each case, to the extent recognized and protected as a trade secret under the applicable laws of the relevant jurisdiction, and with respect to any and all of the foregoing (i) all rights to sue or otherwise recover for any past, present and future misappropriation or other violation thereof, (ii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (iii) all other trade secret rights accruing thereunder or pertaining thereto throughout the world.

“**UCC**” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

1.2 **Other Definitional Provisions.** (a) The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule, Exhibit and Annex references are to this Agreement unless otherwise specified. References to any Schedule, Exhibit or Annex shall mean such Schedule, Exhibit or Annex as amended or supplemented from time to time in accordance with this Agreement.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

(d) The expressions “payment in full,” “paid in full” and any other similar terms or phrases when used herein with respect to the Obligations shall mean the unconditional, final and irrevocable payment in full in cash, in immediately available funds, of all of the Obligations.

(e) The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

(f) All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GUARANTEE

2.1 Guarantee of Obligations. Each of the Guarantors hereby, jointly and severally, absolutely, unconditionally and irrevocably, guarantees, as primary obligor and not merely as surety, to the Agent, for the benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by each other Guarantor, including each Borrower, when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Each Guarantor shall be liable under its guarantee set forth in this Section 2.1, without any limitation as to amount, for all present and future Obligations, including specifically all future increases in the outstanding amount of the Loans or other Obligations and other future increases in the Obligations, whether or not any such increase is committed, contemplated or provided for by the Loan Documents, the Specified Cash Management Agreements or the Specified Hedge Agreements on the date hereof. Without limiting the generality of the foregoing, each Guarantor’s liability shall extend to all Obligations (including, without limitation, interest, fees, costs and expenses) that would be owed by any other obligor on the Obligations but for the fact that they are unenforceable against such other obligor or not allowable due to the existence of a Insolvency or Liquidation Proceeding involving such other obligor because it is the intention of the Guarantors and Secured Parties that the Obligations which are guaranteed by the Guarantors pursuant hereto should be determined without regard to any rule of law or order which may relieve any Borrower or any other Guarantor of any portion of such Obligations.

2.2 Limitation on Obligations Guaranteed. (a) Notwithstanding any other provision hereof, the right of recovery against each Guarantor under Section 2 hereof shall not exceed \$1.00 less than the lowest amount which would render such Guarantor’s obligations under Section 2 hereof void or voidable under applicable law, including, without limitation, the Uniform Fraudulent Conveyance Act, Uniform Fraudulent Transfer Act or

any similar foreign, federal or state law to the extent applicable to the guarantee set forth herein and the obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Agent and the Guarantors hereby irrevocably agree that the Obligations of each Guarantor under the guarantee set forth in Section 2 hereof at any time shall be limited to the maximum amount as will result in the Obligations of such Guarantor under the guarantee set forth in Section 2 hereof and its related contribution rights but before taking into account any liabilities under any other guarantee by such Guarantor. For purposes of the foregoing, all guarantees of such Guarantor other than the guarantee under Section 2 hereof will be deemed to be enforceable and payable after the guarantee under Section 2 hereof. To the fullest extent permitted by applicable law, this Section 2.2(a) shall be for the benefit solely of creditors and representatives of creditors of each Guarantor and not for the benefit of such Guarantor or the holders of any Equity Interest in such Guarantor.

(b) Each Guarantor agrees that Obligations may at any time and from time to time be incurred or permitted in an amount exceeding the maximum liability of such Guarantor under Section 2.2(a) without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of any Secured Party hereunder.

2.3 Nature of Guarantee; Continuing Guarantee; Waivers of Defenses Etc. (a) Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing guarantee of payment and performance and not merely of collectability. Each Guarantor waives, to the maximum extent permitted by applicable law, diligence, presentment, protest, demand for payment and notice of dishonor, default or nonpayment to or upon any Borrower or any of the other Guarantors with respect to the Obligations. Without limiting the generality of the foregoing, this guarantee and the obligations of Guarantors hereunder and the Liens granted hereunder shall be valid and enforceable and shall not be subject to any reduction, limitation, impairment, setoff, defense, counterclaim, discharge or termination for any reason (other than a defense of payment or performance).

(b) Each Guarantor agrees that the Obligations of each Guarantor hereunder are independent of the Obligations of each other Guarantor or any other guarantee of the Obligations and when making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, any Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by any Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from any Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any

Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of any Secured Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

(c) No payment made by any Borrower, any of the other Guarantors, any other guarantor or any other Person or received or collected by any Secured Party from any Borrower, any of the other Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Obligations or any payment received or collected from such Guarantor in respect of any of the Obligations) remain liable for the Obligations until the Discharge of the Obligations.

(d) Without limiting the generality of the foregoing, each Guarantor and Grantor agrees that its obligations under the guarantee contained in this Section 2, and any Lien granted hereunder, shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives, to the maximum extent permitted by applicable law, all rights, claims or defenses (other than a defense of payment or performance) that it might otherwise have (now or in the future) with respect to each of the following (whether or not such Guarantor has knowledge thereof):

(i) the validity or enforceability of the Credit Agreement or any other Loan Document or any Specified Hedge Agreement or Specified Cash Management Agreement, any of the Obligations or any guarantee or right of offset with respect thereto at any time or from time to time held by any Secured Party;

(ii) any renewal, extension or acceleration of, or any increase in the amount of the Obligations, or any amendment, supplement, modification or waiver of, or any consent to departure from, the Loan Documents or any Specified Hedge Agreement or Specified Cash Management Agreement;

(iii) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under any Loan Documents, any Specified Hedge Agreement or any Specified Cash Management Agreements, at law, in equity or otherwise) with respect to the Obligations or any agreement relating thereto, or with respect to any other guarantee of or security for the payment of the Obligations;

(iv) any change, reorganization or termination of the corporate structure or existence of any Borrower or any other Guarantor or any of their Subsidiaries and any corresponding restructuring of the Obligations;

(v) settlement, compromise, release, or discharge, or acceptance of or refusal of any offer of payment or performance with respect to, or substitutions for, the Obligations or subordinate the Obligations to any other obligations;

(vi) any failure to perfect or maintain the perfection or priority of any security for the Obligations (including without limitation, the Collateral) to the extent provided herein or any release of any or all such security;

(vii) exercise remedies with respect to any security for the Obligations (including, without limitation, the Collateral) at such time and in such order and in such manner as the Agent and the Secured Parties may decide and whether or not every aspect thereof is commercially reasonable and whether or not such action constitutes an election of remedies and even if such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy that any Guarantor would otherwise have; and

(viii) any other circumstance whatsoever which may or might in any manner or to any extent vary the risk of any Guarantor or Grantor as an obligor in respect of the Obligations or which constitutes, or might be construed to constitute, an equitable or legal discharge of any Borrower or any other Guarantor or Grantor for the Obligations, or of such Guarantor under the guarantee contained in this Section 2, whether in a Insolvency or Liquidation Proceeding or in any other instance.

(e) In addition each Guarantor further waives any and all other defenses, set-offs or counterclaims (other than a defense of payment or performance) which may at any time be available to or be asserted by it, any Borrower, or any other Guarantor or Person against any Secured Party, including, without limitation, failure of consideration, breach of warranty, statute of frauds, statute of limitations, accord and satisfaction and usury.

2.4 Rights of Reimbursement, Contribution and Subrogation. In case any payment is made on account of the Obligations by any Guarantor or is received or collected on account of the Obligations from any Guarantor or its property:

(a) If such payment is made by a Guarantor (including any Borrower) or from its property in respect of the Obligations of another Guarantor, such Guarantor shall be entitled, subject to and upon (but not before) a Discharge of the Obligations, (A) to demand and enforce reimbursement for the full amount of such payment from such other Guarantor (including any Borrower, as applicable) and (B) to demand and enforce contribution in respect of such payment from each other Guarantor which has not paid its fair share of such payment, as necessary to ensure that (after giving effect to any enforcement of reimbursement rights provided hereby) each Guarantor pays its fair share of the unreimbursed portion of such payment. For this purpose, the fair share of each Guarantor as to any unreimbursed payment shall be determined based on an equitable apportionment of such unreimbursed payment among all Guarantors based on the relative value of their assets and any other equitable considerations deemed appropriate by the court. For purposes of the foregoing, all guarantees of any Guarantor other than the guarantee under Section 2 hereof will be deemed to be enforceable and payable after the guaranty under Section 2 hereof.

(b) If and whenever (after Discharge of the Obligations) any right of reimbursement or contribution becomes enforceable by any Guarantor (including any Borrower) against any other Guarantor (including any Borrower) whether under Sections 2.2(a) or otherwise, such Guarantor shall be entitled, subject to and upon Discharge of the Obligations, to be subrogated (equally and ratably with all other Guarantors entitled to reimbursement or contribution from any other Guarantor as set forth in this Section 2.4) to any security interest that may then be held by the Agent upon any Collateral granted to it in this Agreement. Any right of subrogation of any Guarantor (including any Borrower) shall be enforceable solely after a Discharge of the Obligations and solely against the Guarantors, and not against the Secured Parties, and neither the Agent nor any other Secured Party shall have any duty whatsoever to warrant, ensure or protect any such right of subrogation or to obtain, perfect, maintain, hold, enforce or retain any Collateral for any purpose related to any such right of subrogation. If subrogation is demanded by any Guarantor, then, after Discharge of the Obligations, the Agent shall deliver to the Guarantors making such demand, or to a representative of such Guarantor or of the Guarantors generally, an instrument satisfactory to the Agent transferring, on a quitclaim basis without any recourse, representation, warranty or any other obligation whatsoever, whatever security interest the Agent then may hold in whatever Collateral may then exist that was not previously released or disposed of or acquired by the Agent.

(c) All rights and claims arising under this Section 2.4 or based upon or relating to any other right of reimbursement, indemnification, contribution or subrogation that may at any time arise or exist in favor of any Guarantor (including any Borrower) as to any payment on account of the Obligations made by it or received or collected from its property shall be fully subordinated in all respects to the prior Discharge of the Obligations. Until Discharge of the Obligations, no Guarantor shall demand or receive any collateral security, payment or distribution whatsoever (whether in

cash, property or securities or otherwise) on account of any such right or claim. If any such payment or distribution is made or becomes available to any Guarantor in any bankruptcy case or receivership or insolvency or liquidation proceeding, such payment or distribution shall be delivered by the person making such payment or distribution directly to the Agent, for application to the payment of the Obligations. If any such payment or distribution is received by any Guarantor, it shall be held by such Guarantor in trust, as trustee of an express trust for the benefit of the Secured Parties, and shall forthwith be transferred and delivered by such Guarantor to the Agent, in the exact form received and, if necessary, duly endorsed.

(d) The obligations of the Guarantors under the Loan Documents, including their liability for the Obligations and the enforceability of the security interests granted thereby, are not contingent upon the validity, legality, enforceability, collectability or sufficiency of any right of reimbursement, contribution or subrogation arising under this Section 2.4. The invalidity, insufficiency, unenforceability or uncollectability of any such right shall not in any respect diminish, affect or impair any such obligation or any other claim, interest, right or remedy at any time held by any Secured Party against any Guarantor or its property. The Secured Parties make no representations or warranties in respect of any such right and shall have no duty to assure, protect, enforce or ensure any such right or otherwise relating to any such right.

2.5 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Agent without set-off or counterclaim in Dollars in immediately available funds at the office of the Agent located at the Funding Office specified in the Credit Agreement.

2.6 Subordination of Other Obligations. Any Indebtedness of any Borrower or any other Guarantor now or hereafter held by any other Guarantor (the "Obligee Guarantor") is hereby subordinated in right of payment to the Guaranteed Obligations, and any such Indebtedness collected or received by the Obligee Guarantor after a Specified Event of Default has occurred and is continuing shall be held in trust for the Agent on behalf of the Secured Parties and shall forthwith be paid over to the Agent for the benefit of the Secured Parties to be credited and applied against the Obligations but without affecting, impairing or limiting in any manner the liability of the Obligee Guarantor under any other provision hereof.

2.7 Financial Condition of Borrowers and other Guarantors. The Loans may be made to the Borrowers on the Closing Date or continued from time to time and any Specified Hedge Agreements and Specified Cash Management Agreements may be entered into from time to time, in each case, without notice to or authorization from any Guarantor regardless of

the financial or other condition of any Borrower or any other Guarantor at the time of any such grant or continuation or at the time such Specified Hedge Agreement or Specified Cash Management Agreement is entered into, as the case may be. No Secured Party shall have any obligation to disclose or discuss with any Guarantor its assessment, or any Guarantor's assessment, of the financial condition of any Borrower or any other Guarantor. Each Guarantor hereby waives, to the maximum extent permitted by applicable law, and relinquishes any duty on the part of any Secured Party to disclose any matter, fact or thing relating to the business, operations or condition of the Borrowers or any other Guarantor now known or hereafter known by any Secured Party.

2.8 Duration of Guaranty, Discharge of Guaranty Upon Sale of Guarantor. (a) Except as provided in 2.8(b) below, the guaranty contained in this Section 2 shall remain in full force and effect until the Discharge of the Obligations.

(b) If all of the Equity Interests of any Guarantor or any of its successors in interest hereunder shall be sold or otherwise disposed of (including by merger or consolidation) in accordance with the terms and conditions of the Loan Documents to a Person that is not an Affiliate of any Borrower or any other Guarantor, the guaranty of such Guarantor or such successor in interest, as the case may be, hereunder shall automatically be discharged and released without any further action by any Secured Party or other Person effective as the time of such sale or disposition.

2.9 Reinstatement. The guaranty contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded, disgorged or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any other Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any other Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

SECTION 3. GRANT OF SECURITY INTEREST; CONTINUING LIABILITY UNDER COLLATERAL

(a) Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, subject to the last sentence of this Section 3(a), the "Collateral"), as collateral security for the prompt and complete payment and performance when due

(whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (i) all Accounts, including all Receivables;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;
- (vii) all Instruments;
- (viii) all Intellectual Property;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all Letter of Credit Rights;
- (xii) all Money;
- (xiii) all Pledged Equity Interests;
- (xiv) all Goods not otherwise described above;
- (xv) all Collateral Accounts;

(xvi) all books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(xvii) all commercial tort claims now or hereinafter described on Schedule 9; and

(xviii) to the extent not otherwise included, all Proceeds, products accessions, rents and profits of any and all of the foregoing and all collateral security, Supporting Obligations and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing provisions of this Section 3(a), the foregoing grant of a security interest shall not extend to, and the term “Collateral” shall not include (a) FCC Licenses to the extent (but only to the extent) it is unlawful to grant a security interest therein; provided, however, that the foregoing grant of a security interest shall extend to, and the Collateral shall include, each of the following: (A) the right to receive all proceeds derived or arising from or in connection with the sale, assignment, transfer or transfer of control over such FCC Licenses; (B) any and all proceeds of any FCC Licenses that are otherwise excluded; and (C) upon obtaining the consent of the FCC with respect to any such otherwise excluded FCC Licenses, such FCC Licenses as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and from the Collateral and (b) Excluded Assets. It is understood that with respect to the Specified IP Assets, the above grant is effective only to the extent such security interest can be granted pursuant to this Agreement.

(b) Each Borrower hereby acknowledges that its grant contained in this Section 3 includes all of such Borrower’s estate, right, title and interest in, to and under each Lease and Services Document, including (i) the right to give all notices, consents and releases thereunder, (ii) the right to give all notices of termination and to take any legal action upon the breach of an obligation of the Lessor (as defined in the Intercompany Lease Agreement) and the Provider (as defined in the Services Agreement) thereunder, including the commencement, conduct and consummation of proceedings at law or in equity, (iii) the right to receive all notices, accountings, consents, releases and statements thereunder and (iv) the right to do any and all other things whatsoever that any Grantor is or may be entitled to do thereunder; provided that notwithstanding anything herein to the contrary, but subject to any rights granted to the Agent pursuant to the terms of the Lease and Services Documents, the Agent shall not have the authority to exercise any of the rights set forth in clauses (i) through (iv) above or that may otherwise arise as a result of the grant contained in Section 3 until an Event of Default shall occur and be continuing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Agent, the Administrative Agent, the Lead Arrangers, and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, and to induce the Cash Management Banks and Qualified Counterparties to enter into Specified Cash Management Agreements and Specified Hedge Agreements, each Grantor hereby represents and warrants to the Secured Parties on the Closing Date that:

4.1 Representations in Credit Agreement. The representations and warranties set forth in Section 5 of the Credit Agreement as they relate to such Grantor or to the Loan Documents to which such Grantor is a party, each of which is hereby incorporated herein by reference, are true and correct, in all material respects, except for representations and warranties that are qualified as to “materiality”, “Material Adverse Effect” or similar language, in which case such representations and warranties shall be true and correct (after giving effect to any such qualification therein) in all respects as of such date, in each case, unless expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and the Secured Parties shall be entitled to rely on each of such representations and warranties as if they were fully set forth herein, provided that each reference in each such representation and warranty to any Borrower’s knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Grantor’s knowledge.

4.2 Title; No Other Liens. Such Grantor owns each item of the Collateral free and clear of any and all Liens or claims, except for the Liens or claims created under this Agreement, including, without limitation, liens arising as a result of such Grantor becoming bound (as a result of merger or otherwise) as Grantor under a security agreement entered into by another Person, except, in the case of all Collateral other than Pledged Equity Interests, for Liens permitted under Section 8.3 of the Credit Agreement and, in the case of Pledged Equity Interests, for non-consensual Liens permitted under Section 8.3 of the Credit Agreement imposed by any Requirement of Law. No financing statement, mortgage or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Agent, for the ratable benefit of the Secured Parties, pursuant to this Agreement or as are permitted by the Credit Agreement or as to which documentation to terminate the same shall have been delivered to the Agent.

4.3 Valid, Perfected First Priority Liens. (a) Except with respect to Specified IP Assets, this Agreement is effective to create a valid and enforceable security interest in the Collateral in favor of the Agent to secure the payment and performance of the Obligations, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(b) Except with regard to Liens (if any) on Specified Assets: Upon the completion of the Perfection Actions (as defined below), the security interest created pursuant to this Agreement (A) will be (to the extent provided in this Agreement) a perfected security interest in the Collateral in favor of the Agent, and (B) will be prior to

all other Liens of all other Persons other than Permitted Liens, and enforceable as such as against all other Persons other than Ordinary Course Transferees, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). As used in this Section 4.3(b), the following terms have the following meanings:

“Financing Statements”: the financing statements delivered to the Agent by Holdings for filing in the jurisdictions listed on Schedule 5.19(a) of the Credit Agreement (which financing statements are in proper form for filing in such jurisdiction).

“Ordinary Course Transferees”: (i) with respect to Goods only, buyers in the ordinary course of business and lessees in the ordinary course of business to the extent provided in Sections 9-320(a) and 9-321 of the UCC as in effect from time to time in the relevant jurisdiction; (ii) with respect to General Intangibles only, licensees in the ordinary course of business to the extent provided in Section 9-321 of the UCC as in effect from time to time in the relevant jurisdiction and (iii) any other Person who is entitled to take free of the Lien pursuant to the UCC as in effect from time to time in the relevant jurisdiction.

“Perfection Actions”: (i) the filing or recording of the Financing Statements, the Mortgages, any Intellectual Property Security Agreement as set forth in Schedule 3, and any filings after the Closing Date in any other jurisdiction as may be necessary under any Requirement of Law, (ii) the delivery to and continuing possession by the Agent of all Instruments, Chattel Paper and Documents a security interest in which is perfected by possession, and (iii) the obtaining and maintenance of “control” (as described in the UCC) by the Agent of all Deposit Accounts, the Collateral Account and Electronic Chattel Paper a security interest in which is perfected by control.

“Permitted Liens”: Liens permitted pursuant to the Credit Agreement, including without limitation those permitted to exist pursuant to Section 8.3 of the Credit Agreement.

“Specified Assets”: the following property of the Grantors:

(1) Fixtures, Money and Cash Equivalents (other than Cash Equivalents constituting Investment Property to the extent a security interest is perfected by the filing of a financing statement under the UCC);

(2) Specified IP Assets;

(3) Uncertificated Securities (to the extent a security interest is not perfected by the filing of a financing statement);

(4) Collateral for which the perfection of Liens thereon requires filings in or other actions under the laws of jurisdictions outside the United States, any State, territory or dependency thereof or the District of Columbia (except to the extent the such filings or other actions have been made or taken);

(5) goods included in Collateral received by any Person for "sale or return" within the meaning of Section 2-326 of the UCC of the applicable jurisdiction, to the extent of claims of creditors of such Person; and

(6) Proceeds of Accounts, Receivables or Inventory which do not themselves constitute Collateral or which do not constitute identifiable Cash Proceeds or which have not yet been transferred to or deposited in the Collateral Account (if any).

4.4 Name; Jurisdiction of Organization, Etc. On the date hereof, such Grantor's exact legal name (as indicated on the public record of such Grantor's jurisdiction of formation or organization), jurisdiction of organization, organizational identification number, if any, and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4. On the date hereof, each Grantor is organized solely under the law of the jurisdiction so specified and has not filed any certificates of domestication, transfer or continuance in any other jurisdiction. Except as otherwise indicated on Schedule 4, the jurisdiction of each such Grantor's organization of formation is required to maintain a public record showing the Grantor to have been organized or formed. Except as specified on Schedule 4, it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (if applicable) or its corporate structure in any way (e.g. by merger, consolidation, change in corporate form or otherwise) within the past five years and has not within the last five years become bound (whether as a result of merger or otherwise) as Grantor under a security agreement entered into by another Person, which has not heretofore been terminated. Unless otherwise stated on Schedule 4, such Grantor is not a transmitting utility as defined in UCC § 9-102(a)(80).

4.5 Inventory and Equipment. (a) On the date hereof, the Inventory and the Equipment are kept at the locations listed on Schedule 5. The provisions of this Section 4.5 shall not apply to Equipment or Inventory that is in transit, that has been sold (including sales on consignment or approval in the ordinary course of business), that is out for repair, that is at other locations for purposes of onsite maintenance or repair or to Equipment and Inventory at locations with less than \$1,000,000 in aggregate value.

(b) None of the Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or is otherwise in the possession of any bailee or warehouseman.

4.6 Special Collateral; Excluded Collateral. (a) None of the Collateral constitutes, or is the Proceeds of, (1) Farm Products, (2) As-Extracted Collateral, (3) Manufactured Homes, (4) Health-Care Insurance Receivables, (5) timber to be cut or (6) aircraft engines, satellites, ships or railroad rolling stock

(b) No Excluded Asset is material to the business of such Grantor other than as set forth on Schedule 7 hereto.

4.7 Investment Property. (a) Schedule 2 hereto sets forth under the headings “Pledged Stock”, “Pledged LLC Interests” and “Pledged Partnership Interests” respectively, all of the Pledged Stock, Pledged LLC Interests and Pledged Partnership Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests or percentage of partnership interests of the respective issuers thereof indicated on such Schedule. Schedule 2 hereto sets forth under the heading “Pledged Debt Securities” or “Pledged Notes” all of the Pledged Debt Securities and Pledged Notes representing or evidencing Indebtedness from time to time owed to any Grantor in an aggregate principal amount in excess of \$1,000,000 and all of such Pledged Debt Securities and Pledged Notes have been, in the case of those issued by Affiliates of such Grantor, or, in the case of those issued by Persons that are not Affiliates of such Grantor, to the knowledge of such Grantor have been, duly authorized, authenticated, issued, and delivered and are the legal, valid and binding obligation of the issuers thereof enforceable in accordance with their terms and are not in default, and in the case of those issued by Affiliates of such Grantor, constitute all of the issued and outstanding inter-company indebtedness owed from Affiliates evidenced by an instrument or certificated security of the respective issuers thereof owing to such Grantor. Schedule 2 hereto (as such schedule may be amended from time to time) sets forth under the headings “Securities Accounts,” “Commodities Accounts,” and “Deposit Accounts” respectively, all of the Securities Accounts, Commodities Accounts and Deposit Accounts, in each case, with amounts contained therein in excess of \$1,000,000, in which each Grantor has an interest. Each Grantor is the sole entitlement holder or customer of each such account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Agent pursuant hereto or as set forth on Schedule 2 hereto) having “control” (within the meanings of Sections 8-106, 9-106 and 9-104 of the UCC) over, or any other interest in, any such Securities Account, Commodity Account or Deposit Account or any securities, commodities or other property credited thereto.

(b) The shares of Pledged Stock pledged by such Grantor hereunder constitute all of the issued and outstanding shares of all classes of the Equity Interests of each Issuer owned by such Grantor other than any such Equity Interests that are Excluded Assets.

(c) All the shares of the Pledged Equity Interests have been duly and validly issued and are fully paid and nonassessable.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property and Deposit Accounts pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except for the Liens, options or claims created under this Agreement and, in the case of Pledged Equity Interests, non-consensual Liens permitted under Section 8.3 of the Credit Agreement imposed by any Requirement of Law, and, in the case of all other Collateral, any Liens under Section 8.3 of the Credit Agreement.

4.8 Receivables. (a) No amount in excess of \$500,000 individually or \$1,000,000 in the aggregate payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Tangible Chattel Paper which has not been delivered to the Agent or constitutes Electronic Chattel Paper that has not been subjected to the control (within the meaning of Section 9-105 of the UCC) of the Agent.

(b) None of the Grantors has Receivables in excess of \$500,000 individually or \$1,000,000 in the aggregate with respect to which the obligor is a Governmental Authority.

4.9 Intellectual Property.

(a) Schedule 6 lists all of the following Intellectual Property, to the extent owned by such Grantor: (i) issued Patents and pending Patent applications, (ii) registered Trademarks and applications for the registration of Trademarks (other than Internet domain names), and (iii) registered Copyrights and applications to register Copyrights. As of the date hereof, except as set forth on Schedule 6, all such Patents, Trademarks and Copyrights are recorded in the name of such Grantor. Except as set forth on Schedule 6, such Grantor is the sole and exclusive owner of the entire right, title and interest in and to such Patents, Trademarks and Copyrights, and, to the knowledge of such Grantor, any other Material Intellectual Property owned by such Grantor, in each case free and clear of all Liens, except for Liens permitted by Section 8.3 of the Credit Agreement.

(b) Except as set forth on Schedule 6 and/or as could not reasonably be expected to have a Material Adverse Effect, all registrations and applications for Patents, Trademarks and Copyrights owned by such Grantor are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, nor, in the case of Patents, are any issued Patents owned by such Grantor the subject of a reexamination proceeding, and such Grantor has performed all acts and has paid all renewal, maintenance, and other fees required to maintain each and every registration and application of Copyrights, Patents and Trademarks owned such Grantor constituting Material Intellectual Property in full force and effect.

(c) Except for those matters which (i) are disclosed on Schedule 6 and/or (ii) could not reasonably be expected to have a Material Adverse Effect, no action or proceeding is pending, or, to the knowledge of such Grantor, threatened, alleging that such Grantor, or the conduct of such Grantor's business infringes, misappropriates, dilutes, or otherwise violates the intellectual property rights of any other Person. Except as set forth on Schedule 6, to the knowledge of such Grantor, no Person is engaging in any activity that infringes, misappropriates, dilutes or violates any Intellectual Property owned by such Grantor, except for such infringement, misappropriation, dilution or violation that could not reasonably be expected to have a Material Adverse Effect.

(d) Schedule 6 lists all exclusive Copyright Licenses held by such Grantor that constitute Material Intellectual Property.

(e) Except at could not reasonably be expected to have a Material Adverse Effect, such Grantor has taken commercially reasonable efforts to control the nature and quality of its products sold and its services rendered under or in connection with its owned Trademarks.

(f) Except as could not reasonably be expected to have a Material Adverse Effect, to the extent required by applicable law and reasonably practicable, such Grantor has been using appropriate statutory notice of registration in connection with its use of its owned registered Trademarks, issued Patents and registered Copyrights.

(g) Except for those matters which (i) are disclosed on Schedule 6 and/or (ii) could not reasonably be expected to have a Material Adverse Effect, no holding, decision, ruling, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity, enforceability, or scope of, or such Grantor's right to register, own or use, any Material Intellectual Property owned by such Grantor or such Grantor's ownership interest therein, and no such action or proceeding is pending or, to such Grantor's knowledge, threatened.

(h) Except for those matters which (i) are disclosed on Schedule 6 and/or (ii) could not reasonably be expected to have a Material Adverse Effect, no settlements or consents, covenants not to sue, coexistence agreements, non-assertion assurances, or releases have been entered into by such Grantor in any manner that adversely impacts such Grantor's rights to own, license to others or use any Material

Intellectual Property owned by such Grantor. Except as could not reasonably be expected to have a Material Adverse Effect, the consummation of the transactions contemplated by this Agreement will not result in the termination, suspension, limitation or other impairment of any of such Grantor's rights in its Material Intellectual Property.

(i) Except as could not reasonably be expected to have a Material Adverse Effect, such Grantor has taken commercially reasonable efforts to protect the confidentiality of its Trade Secrets constituting its Material Intellectual Property.

4.10 Letter of Credit Rights. No Grantor is a beneficiary or assignee under any letter of credit with potential value in excess of \$1,000,000 other than the letters of credit described on Schedule 8 hereto which Schedule shall be promptly updated by the applicable Grantor from time to time to reflect any additional letter of credit rights with potential value in excess of \$1,000,000 obtained since such schedule was last delivered.

4.11 Commercial Tort Claims. No Grantor has any commercial tort claims with a potential value in excess of \$1,000,000 other than those described on Schedule 9, which schedule shall be promptly updated by the Grantor and delivered to the Agent from time to time to reflect any additional commercial tort claims with a potential value in excess of \$1,000,000 arising since such schedule was last delivered.

4.12 Lease and Services Documents. The right, title and interest of such Grantor in, to and under the Lease and Services Document are not subject to any defenses, offsets, counterclaims or claims that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until the Discharge of the Obligations:

5.1 [Intentionally Omitted].

5.2 Delivery and Control of Instruments, Chattel Paper, Negotiable Documents, Investment Property and Deposit Accounts.

(a) If any amount in excess of \$1,000,000 payable under or in connection with any of the Collateral is or shall become evidenced or represented by any Instrument, Certificated Security, Negotiable Document or Tangible Chattel Paper, such Instrument (other than checks received in the ordinary course of business), Certificated Security, Negotiable Documents or Tangible Chattel Paper shall be immediately delivered to the Agent, duly endorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Agreement.

(b) If any of the Collateral with a value in excess of \$1,000,000 is or shall become "Electronic Chattel Paper" such Grantor shall ensure that (i) a single authoritative copy exists which is unique, identifiable, unalterable (except as provided in clauses (iii), (iv) and (v) of this paragraph), (ii) such authoritative copy identifies the Agent as the assignee and is communicated to and maintained by the Agent or its designee, (iii) copies or revisions that add or change the assignee of the authoritative copy can only be made with the participation of the Agent, (iv) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy and not the authoritative copy and (v) any revision of the authoritative copy is readily identifiable as an authorized or unauthorized revision.

(c) Each Grantor shall maintain Deposit Accounts (excluding any Deposit Account exclusively used for payroll, payroll taxes and other employee wage and benefit payments) with a value in excess of \$1,000,000 only with financial institutions that have agreed to comply with entitlement orders and instructions issued or originated by the Agent without further consent of such Grantor, such agreement to be in form and substance reasonably satisfactory to the Agent.

5.3 Maintenance of Perfected Security Interest; Further Documentation. (a) Except with respect to the Specified Assets, and to the extent described in Section 4.3, such Grantor shall take all actions reasonably requested by the Collateral Agent to maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall take all commercially reasonable actions to defend such security interest against the claims and demands of all Persons whomsoever, subject in each case to such claims or demands permitted by the Credit Agreement and the rights (if any) of such Grantor under the Loan Documents to Dispose of Collateral.

(b) Such Grantor will furnish to the Agent from time to time in accordance with the terms of this Agreement, statements and schedules further identifying and describing the Collateral and such other reports in connection with the assets and property of such Grantor as the Agent may reasonably request, all in reasonable detail.

(c) Except with respect to the Specified Assets, at any time and from time to time, upon the reasonable written request of the Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly authorize, execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any United States jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto to the extent required thereunder, including without limitation, executing and delivering and causing the relevant depository bank or securities intermediary to execute and deliver a control agreement in form and substance reasonably satisfactory to the Agent.

(d) In the event that a Grantor hereafter acquires any Collateral of a type described in Section 4.6(a) hereof, it shall promptly notify the Agent in writing and use commercially reasonable efforts to take such actions and execute such documents and make such filings all at such Grantor's expense as the Agent may reasonably request in order to ensure that the Agent has a valid, perfected, first priority security interest in such Collateral, subject, in the case of priority only, to any Liens expressly permitted by Section 8.3 of the Credit Agreement. Notwithstanding the foregoing, no Grantor shall be required to so notify the Agent or to take any such action unless the Collateral is of a value in excess of \$1,000,000 or is material to such Grantor's business.

5.4 Changes in Locations, Name, Jurisdiction of Incorporation, etc. Such Grantor will not, except upon 10 days' prior written notice to the Agent (or such shorter notice period or subsequent notice period as shall be reasonably satisfactory to the Agent) and delivery to the Agent of duly authorized and, where required, executed copies of all additional financing statements and other documents reasonably requested by the Agent to maintain the validity, perfection and priority of the security interests provided for herein, without limiting the prohibitions on mergers involving the Grantors contained in the Credit Agreement, change its legal name, jurisdiction of organization or, in the case of a Grantor that is not a registered organization organized under the law of a state of the United States, the location of its chief executive office or sole place of business, if applicable, from that referred to in Section 4.4.

5.5 Notices. Such Grantor will advise the Agent promptly, in reasonable detail, of:

(a) any Lien (other than any Liens expressly permitted by Section 8.3 of the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.6 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock or other ownership certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the capital stock or other Pledged Equity Interest of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of or other ownership interests in the Pledged Equity Interests, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Secured Parties, hold the same in trust for the Secured Parties and deliver the same forthwith to the Agent in the exact form received, duly endorsed by such Grantor to the Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Agent so requests, signature guaranteed, to be held by the Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Equity Interests upon the liquidation or dissolution of any Issuer shall be paid over to the Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Equity Interests or any property shall be distributed upon or with respect to the Pledged Equity Interests pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Agent, be delivered to the Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Equity Interests shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Agent, hold such money or property in trust for the Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Agent, such consent not to be unreasonably withheld, such Grantor will not (i) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof or any interest therein or (ii) without the prior written consent of the Agent, such consent not to be unreasonably withheld, cause or permit any Issuer of any Pledged Partnership Interests or Pledged LLC

Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, that notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (ii), such Grantor shall promptly notify the Agent in writing of any such election or action and, in such event, use commercially reasonable efforts to take steps necessary or advisable to establish the Agent's "control" thereof.

(c) Each Grantor which is an Issuer, agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Equity Interests issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Agent promptly in writing of the occurrence of any of the events described in Section 5.6(a) with respect to the Pledged Equity Interests issued by it and (iii) the terms of Sections 5.7(c) and 6.6 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.7(c) or 6.6 with respect to the Pledged Equity Interests issued by it.

5.7 Voting and Other Rights with Respect to Pledged Securities. (a) Unless (x) a Specified Event of Default shall have occurred and be continuing or (y) the Loans were accelerated pursuant to Section 9.1 of the Credit Agreement, and the Agent shall have given notice to the relevant Grantor of the Agent's intent to exercise its corresponding rights pursuant to Section 5.7(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Equity Interests and all payments made in respect of the Pledged Notes or Pledged Debt Securities, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Equity Interests; provided, however, that no vote shall be cast or corporate or other ownership right exercised or other action taken which would materially and adversely impair the Collateral or which would result in any material violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If (x) a Specified Event of Default shall occur and be continuing or (y) the Loans have been accelerated pursuant to Section 9.1 of the Credit Agreement, and the Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors: (i) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Agent who shall thereupon have the sole right, but shall be under no obligation, to exercise or refrain from exercising such voting and other consensual rights and (ii) the Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Pledged Equity Interests to its name or the name of its nominee or agent. In addition,

the Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Pledged Equity Interests for certificates or instruments of smaller or larger denominations. In order to permit the Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Agent all proxies, dividend payment orders and other instruments as the Agent may from time to time reasonably request and each Grantor acknowledges that the Agent may utilize the power of attorney set forth herein.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Equity Interest pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that (1) a Specified Event of Default has occurred and is continuing or (2) the Loans have been accelerated pursuant to Section 9.1 of the Credit Agreement and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Equity Interests directly to the Agent.

5.8 Receivables. (a) No Grantor will (i) grant any extension of the time of payment of any Receivable required to be included in Collateral, (ii) compromise or settle any Receivable required to be included in Collateral for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable required to be included in Collateral, (iv) allow any credit or discount whatsoever on any Receivable required to be included in Collateral or (v) amend, supplement or modify any Receivable required to be included in Collateral; provided that notwithstanding any of the above, such extensions, compromises, settlements, releases, credits, discounts, amendments, supplements or modifications shall be permitted if (A) they occur in the ordinary course of business (it being acknowledged that each Grantor in the ordinary course of its business compromises and settles Receivable for significantly less than the full amount thereof and routinely gives significant credits or discounts), (B) they are otherwise permitted by the Loan Documents, or (C) they (1) would not reasonably be expected to materially adversely affect the value of the Receivable required to be included in Collateral taken as a whole.

(b) Such Grantor will deliver to the Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

(c) Other than in the ordinary course of business consistent with its past practice or as could not reasonably be expected to have a Material Adverse Effect, each Grantor shall perform and comply with all of its obligations with respect to the Receivables.

5.9 Intellectual Property. Except as provided in the Credit Agreement: (a) Such Grantor will not, (and shall use commercially reasonable efforts to ensure its licensees will not), without the prior written consent of the Agent, discontinue use of any Material Intellectual Property owned by such Grantor, or do any act or omit to do any act whereby any Material Intellectual Property owned by such Grantor may lapse, become abandoned, cancelled, dedicated to the public, forfeited, or otherwise impaired, or abandon any application or any right to file an application for a Copyright, Patent, or Trademark constituting Material Intellectual Property owned by such Grantor.

(b) Such Grantor shall take all commercially reasonable steps, including in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office, as applicable, to pursue any application and maintain any registration or issuance of each Trademark, Patent, and Copyright owned by or, with respect to any registered Copyright exclusively licensed to such Grantor (to the extent permitted by applicable law) and constituting Material Intellectual Property, including, but not limited to, those applications and registrations listed on Schedule 6.

(c) Such Grantor agrees that, (i) should it obtain an ownership interest in any item of Intellectual Property which is not now a part of the Collateral, (ii) should it obtain an exclusive license to any registered Copyright which is not now a part of the Collateral, (iii) should it (either by itself or through any agent, employee, licensee, or designee on such Grantor's behalf) file any application for the registration or issuance of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or in any political subdivision of any of the foregoing, or (iv) should it file a Statement of Use or an Amendment to Allege Use with respect to any Intent-to-Use Application (collectively, the "After-Acquired Intellectual Property"), then the provisions of Section 3 shall automatically apply thereto, and any such After-Acquired Intellectual Property shall automatically become part of the Collateral, and it shall give prompt written notice thereof to the Agent in accordance with Section 7.2(a) of the Credit Agreement, and it shall provide the Agent promptly in accordance with Section 7.2(a) of the Credit Agreement with an amended Schedule 6 hereto and promptly take the actions specified in 5.10(d) with respect thereto.

(d) Such Grantor agrees to execute Intellectual Property Security Agreements with respect to any United States issued Patents and Patent applications, any United States registered Trademarks and applications for the registration of United States Trademarks (except any Intent-to-Use Applications), any United States registered Copyrights and applications to register United States Copyrights, and any Copyright Licenses that grant to such Grantor any exclusive right in or to any United States

registered Copyright (collectively, "Perfectured IP"), in each case, included in the Collateral as of the date hereof, as well as any Perfectured IP constituting After-Acquired Intellectual Property, in substantially the form of Exhibits C-1, C-2, and C-3 in order to record the security interest granted herein to the Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and such Grantor shall promptly execute and deliver, and have recorded, any and all other agreements, instruments, documents, and papers as the Agent may reasonably request to evidence the Secured Parties' security interest in any such Intellectual Property with any other applicable offices, agencies, or Governmental Authorities within the United States.

(e) Such Grantor shall use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or may in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any Material Intellectual Property owned by such Grantor under such contracts.

(f) Such Grantor shall promptly notify the Agent if it knows that any Patent, Trademark or Copyright that is registered or subject to an application for registration that is Material Intellectual Property owned by such Grantor may become (i) abandoned or dedicated to the public or placed in the public domain, (ii) invalid or unenforceable, (iii) subject to any adverse determination or development regarding such Grantor's ownership, registration or use or the validity or enforceability of such Patent, Trademark or Copyright (including the institution of, or any adverse development with respect to, any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court) or (iv) the subject of any reversion or termination rights.

(g) Such Grantor will (and shall use commercially reasonable efforts to ensure that its licensees will), to the extent it has determined such notice is necessary and is reasonably practicable, use proper notice of its Patent, Trademark or Copyright rights in connection with the use of any of its owned Material Intellectual Property.

(h) In the event that any Person initiates, or threatens in writing to initiate, any action or proceeding alleging that such Grantor, or the conduct of such Grantor's business, infringes, misappropriates, dilutes, or otherwise violates the intellectual property of any other Person, and such action or proceeding could reasonably be expected to have a Material Adverse Effect, such Grantor shall promptly notify the Agent after it learns thereof.

(i) In the event that any Material Intellectual Property owned by or exclusively licensed to any Grantor is infringed, misappropriated, diluted or otherwise violated by another Person, such Grantor shall promptly (i) take actions that it considers reasonable under the circumstances to stop such infringement, misappropriation, dilution or other violation and to protect its rights in such Material Intellectual Property, and (ii) notify the Agent after it learns thereof.

(j) Such Grantor shall take such commercially reasonable steps as it determines necessary in its reasonable business judgment to protect the secrecy of all Trade Secrets constituting Material Intellectual Property, including, without limitation, entering into confidentiality agreements with employees and consultants and labeling and restricting access to secret information and documents.

5.10 Government Receivables. If any Grantor shall at any time after the date of this Agreement acquire or become the beneficiary of Receivables in excess of \$5,000,000 in the aggregate in respect of which the account debtor is an Applicable Governmental Authority (as defined below), such Grantor shall (i) promptly thereafter notify the Agent thereof, (ii) provide to the Agent all such documents and instruments, and take all such actions, as shall be reasonably requested by the Agent to enable the Agent to comply with the requirements of the Federal Assignment of Claims Act or any other Requirement of Law to perfect its security interest in such Receivables and obtain the benefits of such Act or Law with respect thereto and (iii) otherwise comply with its obligations under Section 5.3(c) with respect thereto. As used in this paragraph, the term "Applicable Governmental Authority" shall mean any Governmental Authority the law applicable to which provide that, for a creditor of a Person to which such Governmental Authority has an obligation to pay money, whether pursuant to a Receivable, a General Intangible or otherwise, to perfect such creditor's Lien on such obligation and/or to obtain the full benefits of such Lien and such Law, certain notice, filing, recording or other similar actions other than the filing of a financing statement under the UCC must be given, executed, filed, recorded, delivered or completed, including, without limitation, any Federal Governmental Authority to which the Federal Assignment of Claims Act of 1940 is applicable.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Agent shall have the right annually (or, if an Event of Default has occurred and is continuing, at any time) to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Agent may require in connection with such test verifications. Annually (or, if an Event of Default has occurred and is continuing, at any time), upon the Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Agent hereby authorizes each Grantor to collect such Grantor's Receivables and each Grantor hereby agrees to continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable and any Supporting Obligation, in each case, at its own expense consistent with its reasonable business judgment; provided, however, that the Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) be deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Agent if required, in a Collateral Account maintained under the sole dominion and control of the Agent, subject to withdrawal by the Agent for the account of the Secured Parties only as provided in Section 6.4, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) If an Event of Default has occurred and is continuing, at the Agent's request, each Grantor shall deliver to the Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Agent's satisfaction the existence, amount and terms of any Receivables.

(b) After the occurrence and during the continuance of an Event of Default, the Agent may at any time notify, or require any Grantor to so notify, the Account Debtor or counterparty on any Receivable of the security interest of the Agent therein. In addition, after the occurrence and during the continuance of an Event of Default, the Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify, the Account Debtor or counterparty to make all payments under the Receivable directly to the Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise

thereto) by reason of or arising out of this Agreement or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Proceeds to be Turned Over To Agent. In addition to the rights of the Secured Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, Cash Equivalents, checks and other near-cash items shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Agent in the exact form received by such Grantor (duly endorsed by such Grantor to the Agent, if required). All Proceeds received by the Agent hereunder shall be held by the Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Agent in a Collateral Account (or by such Grantor in trust for the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.4.

6.4 Application of Proceeds. At such intervals as may be agreed upon by the Borrowers and the Agent (acting with the consent of the Controlling Parties), or, if an Event of Default shall have occurred and be continuing, at any time at the Agent's election, the Agent may (and, if directed by the Controlling Parties, shall), notwithstanding the provisions of Section 4.2 of the Credit Agreement, apply all or any part of the Collateral and/or net Proceeds thereof (after deducting fees and expenses as provided in Section 6.5) realized through the exercise by the Agent of its remedies hereunder, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations. The Agent shall apply any such Collateral or Proceeds thereof to be applied in the following order:

First, to the Agent, to pay incurred and unpaid fees and expenses of the Secured Parties under the Loan Documents;

Second, to the Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Secured Parties according to the amounts of the Obligations then due and owing and remaining unpaid to the Secured Parties;

Third, to the Agent, for application by it towards prepayment of the Obligations, pro rata among the Secured Parties according to the amounts of the Obligations not then due and owing to the Secured Parties; and

Fourth, any balance of such Proceeds remaining after a Discharge of the Obligations shall be paid over to the Borrowers or to whomsoever may be lawfully entitled to receive the same.

Any Proceeds not applied shall be held by the Agent as Collateral.

In addition, with respect to any proceeds of Insurance received by the Agent, (x) if no Event of Default shall have occurred and be continuing, such Insurance Proceeds shall be returned to the Grantors if permitted or required by the Credit Agreement and (y) if an Event of Default shall have occurred and be continuing, then such Insurance Proceeds shall be held as Collateral.

6.5 Code and Other Remedies. (a) If an Event of Default shall occur and be continuing, the Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral) and its rights under any other applicable law or in equity. Without limiting the generality of the foregoing, if an Event of Default shall occur and be continuing, the Agent, without demand of performance or other demand, defense, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, presentments, protests, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may, subject to pre-existing rights and licenses, forthwith sell, lease, license, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party, on the internet or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent may store, repair or recondition any Collateral or otherwise prepare any Collateral for disposal in the manner and to the extent that the Agent deems appropriate. Each Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. For purposes of bidding and making settlement or payment of the purchase price for all or a portion of the Collateral sold at any such sale made in accordance with the UCC, the Agent shall be entitled to use and

apply any of the Obligations on a pro rata basis as a credit on account of the purchase price for any Collateral payable by the Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Agent may sell the Collateral without giving any warranties as to the Collateral. The Agent may specifically disclaim or modify any warranties of title or the like. The foregoing will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Each Grantor hereby waives any claims against the Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each Grantor further agrees, at the Agent's request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Agent shall have the right to enter onto the property where any Collateral is located without any obligation to pay rent and take possession thereof with or without judicial process. The Agent shall have no obligation to marshal any of the Collateral.

(b) The Agent shall deduct from such Proceeds all reasonable out-of-pocket costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements. Any net Proceeds remaining after such deductions shall be applied or retained by the Agent in accordance with Section 6.4.

(c) In the event of any Disposition of any of the Intellectual Property, the goodwill of the business connected with and symbolized by any Trademarks subject to such Disposition shall be included, and, to the extent required under applicable law, the applicable Grantor shall supply the Agent or its designee with (i) copies of such Grantor's documents and things embodying such Grantor's know-how and expertise, relating to the exploitation of such Intellectual Property, including the manufacture, distribution, advertising and sale of products or the provision of services under such Intellectual Property, and (ii) copies of such Grantor's customer lists and other records and documents relating to such Intellectual Property and to the manufacture, distribution, advertising and sale of such products and services.

(d) For the purpose of enabling Agent to exercise rights and remedies under this Section 6.5 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, license out, convey, transfer or grant options to purchase any Collateral) at such time as Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, subject to pre-existing rights and licenses, (i) an irrevocable, nonexclusive, and assignable license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademarks, to use, practice, license, sublicense, and otherwise exploit any and all Intellectual Property now owned and held or hereafter acquired or created by such Grantor (which license shall include access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof to the extent permitted by the terms of applicable licenses) and (ii) an irrevocable license (without payment of rent or other compensation to such Grantor) to use, operate and occupy all real property owned, operated, leased, subleased, or otherwise occupied by such Grantor.

6.6 Effect of Securities Laws. (a) Each Grantor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Equity Interests or the Pledged Debt Securities by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Agent shall be under no obligation to delay a sale of any of the Pledged Equity Interests or the Pledged Debt Securities for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(b) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Equity Interests or the Pledged Debt Securities pursuant to this Section 6.6 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants

contained in this Section 6.6 will cause irreparable injury to the Secured Parties, that the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.6 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred or a defense of payment.

6.7 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by any Secured Party to collect such deficiency.

6.8 Compliance with FCC Laws. Notwithstanding anything in this Agreement to the contrary, no action shall be taken by the Agent or the Secured Parties with respect to the foreclosure on, sale, transfer or disposition of, or control of, the Collateral that would constitute or result in any assignment or transfer of control, whether de jure or de facto, of any FCC License, if such assignment or transfer of control would require under then existing law (including Communications Laws) the prior approval of the FCC, without first obtaining such approval of the FCC.

SECTION 7. POWER OF ATTORNEY AND FURTHER ASSURANCES

7.1 Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable required to be included in Collateral hereunder or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) except with respect to the Specified IP Assets, in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or purchase any insurance called for by the terms of the Loan Documents and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.5 or 6.6, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Agent may deem appropriate; (7) subject to preexisting rights and licenses, assign any Copyright, Patent or Trademark owned by such Grantor (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its reasonable discretion determine; and (8) generally, but subject to preexisting rights and licenses, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and do, at the Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do;

(vi) prepare draft applications seeking the FCC's consent to transfer control of, or assign, FCC Licenses, and provided such applications are certified as accurate and are executed by an officer of the appropriate Grantor, file such applications with the FCC; and

(vii) to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Agent were the absolute owner of the Collateral for all purposes;

provided, however, that nothing herein contained shall be construed as requiring or obligating the Agent or any other Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Agent or any other Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Agent or any other Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Agent or any other Secured Party. It is understood and agreed that the appointment of the Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Agent or any other Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Agent or any other Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Agent agrees that, except as provided in Section 7.1(b), it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement; provided, however, that unless an Event of Default has occurred and is continuing or time is of the essence, the Agent shall not exercise any of the powers in this Section 7.1 without first making demand on the Grantor and the Grantor failing to promptly comply therewith.

(c) The reasonable out-of-pocket expenses of the Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Base Rate Loans under the Credit Agreement, from the date of payment by the Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Authorization of Financing Statements. Each Grantor acknowledges that pursuant to Section 9-509(b) of the UCC and any other applicable law, the Agent is authorized to file or record financing or continuation statements, and amendments thereto, and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Agent reasonably determines appropriate to perfect or maintain the perfection of the security interests of the Agent under this Agreement to the extent provided herein. Each Grantor agrees that such financing statements may describe the collateral in the same manner as described in the Security documents or as "all assets" or "all personal property" of the such Grantor, whether now owned or hereafter existing or acquired by such Grantor or such other description as the Agent, in its sole judgment, determines is necessary or advisable. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.3 Further Assurances. Each Grantor agrees that from time to time, at the expense of such Grantor, it shall promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Agent may reasonably request in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder in respect of any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) except with respect to the Specified Assets, file such financing or continuation statements, or amendments thereto, record security interests in Intellectual Property and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to effect, reflect, perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in any Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or issued or in which an application for registration or issuance is pending, including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office and the various Secretaries of State. For the avoidance of doubt, no Grantor shall be required to take any action in order to perfect a security interest in any Specified IP Asset;

(iii) if an Event of Default has occurred and is continuing, upon request by the Agent, assemble the Collateral and allow inspection of the Collateral by the Agent or persons designated by the Agent;

(iv) at the Agent's reasonable request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Agent's interest in all or any part of the Collateral; and

(v) furnish the Agent with such information regarding the Collateral, including, without limitation, the location thereof, as the Agent may reasonably request from time to time.

SECTION 8. THE COLLATERAL AGENT

8.1 Authority of Agent. (a) Each Grantor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Grantors, the Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

(b) The Agent has been appointed to act as Agent hereunder by the Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided that the

Agent shall, after the termination of all Commitments and the payment in full of all Obligations (other than contingent indemnification obligations as to which no claim has been asserted) under the Credit Agreement and the other Loan Documents (the “Discharge of Credit Agreement Obligations”), exercise, or refrain from exercising, any remedies provided for herein and otherwise act in accordance with the instructions of the holders of a majority (the “Majority Holders”) of the sum of (x) the aggregate settlement or termination amount (exclusive of expenses and similar payments but including any early termination payments then due) under all Specified Hedge Agreements and (y) all amounts payable under Specified Cash Management Agreements (exclusive of expenses and similar payments). For purposes of the foregoing sentence, the settlement or termination value for any hedge that has not been terminated or closed out at the time of the relevant determination shall be a termination, close-out unwind or equivalent value as calculated by the appropriate swap counterparties and reported to the Agent upon request or, if any such counterparty does not provide such calculation, such value as shall be determined by the Agent in its sole discretion; provided that any Specified Hedge Agreement with a termination or close-out amount that is a negative number shall be disregarded for purposes of determining the Majority Holders. In furtherance of the foregoing provisions of this Section 8.1, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Agent for the benefit of the Secured Parties in accordance with the terms of this Section 8.1. The provisions of the Credit Agreement relating to the Agent, including, without limitation, the provisions relating to resignation or removal of the Agent and the powers and duties and immunities of the Agent, are incorporated herein by this reference and shall survive any termination of the Credit Agreement. To the extent permitted by applicable law, each Secured Party authorizes the Agent to credit bid all or any part of the Obligations held by it.

8.2 Duty of Agent. The Agent’s sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent nor any other Secured Party nor any of their respective officers, directors, partners, employees, agents, attorneys or other advisors, attorneys-in-fact or affiliates shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Secured Parties hereunder are solely to protect the Secured Parties’ interests in the Collateral and shall not impose any duty upon any Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, partners,

employees, agents, attorneys and other advisors, attorneys-in-fact or affiliates shall be responsible to any Grantor for any act or failure to act hereunder, except to the extent that any such act or failure to act is found by a final and nonappealable decision of a court of competent jurisdiction to have resulted solely and proximately from their own gross negligence or willful misconduct in breach of a duty owed to such Grantor.

8.3 Exculpation of the Agent. (a) The Agent shall not be responsible to any Secured Party for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency hereof or of any Security Document or the validity or perfection of any security interest or for any representations, warranties, recitals or statements made herein or therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by the Agent to the Secured Parties or by or on behalf of any Secured Party to the Agent or any Secured Party in connection with the Security Documents and the transactions contemplated thereby or for the financial condition or business affairs of any Loan Party or any other Person liable for the payment of any Obligations, nor shall the Agent be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Security Documents or as to the existence or possible existence of any Event of Default or Default or to make any disclosures with respect to the foregoing.

(b) Neither the Agent nor any of its officers, partners, directors, employees or agents shall be liable to the Secured Parties for any action taken or omitted by the Agent under or in connection with any of the Security Documents, except to the extent that any such act or failure to act is found by a final and nonappealable decision of a court of competent jurisdiction to have resulted solely and proximately from their own gross negligence or willful misconduct in breach of a duty owed to the Secured Parties. The Agent shall be entitled to refrain from any act or the taking of any action (including the failure to take an action) in connection herewith or any of the Security Documents or from the exercise of any power, discretion or authority vested in it hereunder or thereunder unless and until the Agent shall have been instructed in respect thereof by the Controlling Parties and, upon such instruction, the Agent shall be entitled to act or (where so instructed) refrain from acting, or to exercise such power, discretion or authority, in accordance with such written instructions. Without prejudice to the generality of the foregoing, (i) the Agent shall be entitled to rely, and shall be fully protected in relying, upon any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons, and shall be entitled to rely and shall be protected in relying on opinions and judgments of attorneys (who may be attorneys for the Borrowers and their Subsidiaries), accountants, experts and other professional advisors selected by it, and (ii) no Secured Party shall have any right of action whatsoever against the Agent as a result of the Agent acting or (where so instructed) refraining from acting hereunder or under any of the Security Documents in accordance with the Credit Agreement or in the limited circumstances specified in Section 8.1(b) hereof, the Majority Holders.

(c) Without limiting the indemnification provisions of the Credit Agreement, each of the Secured Parties not party to the Credit Agreement severally agrees to indemnify the Agent, to the extent that the Agent shall not have been reimbursed by any Loan Party, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in exercising its powers, rights and remedies or performing its duties hereunder or under the Security Documents or otherwise in its capacity as the Agent in any way relating to or arising out of this Agreement or the Security Documents; provided, that no such Secured Party shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent that any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted solely and proximately from such Agent's gross negligence or willful misconduct in breach of a duty owed to such Secured Party. If any indemnity furnished to the Agent for any purpose shall, in the opinion of the Agent, be insufficient or become impaired, the Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished.

(d) No direction given to the Agent which imposes, or purports to impose, upon the Agent any obligation not set forth in or arising under this Agreement or any Security Document accepted or entered into by the Agent shall be binding upon the Agent.

(e) Prior to the Discharge of Credit Agreement Obligations, the Agent may resign in accordance with Section 10.9 of the Credit Agreement. After the Agent's resignation in accordance with Section 10.9 of the Credit Agreement, the provisions of Section 8 hereof and of Section 10 of the Credit Agreement, if any, shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent. Upon the acceptance of any appointment as the Agent by a successor Agent in accordance with Section 10.9 of the Credit Agreement, the retiring Agent shall promptly transfer all Collateral within its possession or control to the possession or control of the successor Agent and shall execute and deliver such notices, instructions and assignments as may be necessary or desirable to transfer the rights of the Agent in respect of the Collateral to the successor Agent. From and after the Discharge of Credit Agreement Obligations, the Majority Holders shall be entitled to appoint the successor Agent upon the resignation of the Agent.

8.4 Delegation of Duties. The Agent may perform any and all of its duties and exercise its rights and powers under this Agreement or under any Security Document by or through any one or more sub-agents appointed by the Agent. The Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. All of the rights, benefits, and privileges (including the exculpatory and indemnification provisions) of this Article 8 shall apply to any of the Affiliates of the Agent, to any sub-agent of the Agent and to the Affiliates of any such sub-agent, and shall apply to their respective activities in connection with the transactions contemplated hereby and by the other Security Documents as well as activities as the Agent. Notwithstanding anything herein to the contrary, each sub-agent appointed by the Agent or Affiliate of the Agent or Affiliate of any such sub-agent shall be a third party beneficiary under this Agreement with respect to all such rights, benefits and privileges (including exculpatory rights and rights to indemnification) and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges (including exculpatory rights and rights to indemnification) directly, without the consent or joinder of any other Person, against any or all of the Loan Parties and the Secured Parties, and such rights, benefits and privileges (including exculpatory rights and rights to indemnification) shall not be modified or amended without the consent of such sub-agent or Affiliate acting in such capacity.

8.5 Foreclosure, etc. No Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any guarantee of the Obligations except to the extent expressly contemplated by this Agreement or the other Loan Documents, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Agent on behalf of the Secured Parties in accordance with the terms thereof. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the guarantees of the Obligations provided under the Loan Documents, to have agreed to the foregoing provisions.

8.6 Cash Management Banks and Qualified Counterparties. No Cash Management Bank or Qualified Counterparty that obtains the benefits of the Security Documents or any Collateral by virtue of the provisions of the Credit Agreement or of the Security Documents shall have any right to notice of any action or to consent to, direct or object to any action under any Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Section 8 to the contrary, the Agent shall not be required to verify

the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Specified Cash Management Agreements and Specified Hedge Agreements unless the Agent has received written notice of such Obligations, together with such supporting documentation as the Agent may request, from the applicable Cash Management Bank or Qualified Counterparty, as the case may be.

SECTION 9. MISCELLANEOUS

9.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.1 of the Credit Agreement. After the Discharge of Credit Agreement Obligations, the provisions of this Agreement may be waived, amended, supplemented or otherwise modified by a written instrument executed by each Grantor and the Majority Holders.

9.2 Notices. All notices, requests and demands to or upon the Agent or any Grantor hereunder shall be effected in the manner provided for in Section 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Grantor shall be addressed to such Grantor at its notice address set forth on Schedule 1.

9.3 No Waiver by Course of Conduct; Cumulative Remedies. No Secured Party shall by any act (except by a written instrument pursuant to Section 9.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

9.4 Enforcement Expenses; Indemnification. (a) Each Grantor agrees to pay or reimburse each Secured Party for all its costs and expenses incurred in collecting against such Grantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Grantor is a party, including, without limitation, the fees and disbursements of counsel to each Secured Party and of counsel to the Agent.

(b) Each Grantor agrees to pay, and to save the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Grantor (including each Borrower) agrees to pay, and to save the Secured Parties (including all Indemnitees pursuant to Section 11.5 of the Credit Agreement who, by their acceptance of the benefits hereof, agree to be bound by this Agreement) harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrowers would be required to indemnify the Agent, the Administrative Agent and the Lenders pursuant to Section 11.5 of the Credit Agreement (it being understood and agreed that the indemnification obligations set forth in this Section 9.4(c) shall apply to the Secured Parties to the same extent that they apply to the Agent, the Administrative Agent and the Lenders under Section 11.5 of the Credit Agreement).

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents and the Specified Hedge Agreements and Specified Cash Management Agreements.

9.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agent and any such assignment, transfer or delegation without such consent shall be null and void.

9.6 Set-Off. Each Grantor hereby irrevocably authorizes each Secured Party (other than any Qualified Counterparty or Cash Management Bank) at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by

such party to or for the credit or the account of such Grantor, or any part thereof in such amounts as such Secured Party may elect, against and on account of the obligations and liabilities of such Grantor to such Secured Party hereunder and claims of every nature and description of such Secured Party against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as such Secured Party may elect, whether or not any Secured Party has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured; provided that such Secured Party (i) if it is a Lender, complies with Section 11.7 of the Credit Agreement and (ii) if it is not a Lender, turns over to the Agent the value of the set-off and appropriation permitted by this Section 9.6 for application in accordance with Section 6.4. Each such Secured Party shall notify such Grantor promptly of any such set-off and the application made by such Secured Party of the proceeds thereof; provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Secured Party (other than any Qualified Counterparty or Cash Management Bank) under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Secured Party may have.

9.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., “.pdf” or “.tif” format) shall be effective as delivery of a manually executed counterpart hereof.

9.8 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9.10 Integration/Conflict. This Agreement and the other Loan Documents represent the entire agreement of the Grantors, the Agent and the other Secured Parties with respect to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. There are no promises, undertakings, representations or warranties by any Agent or any other Secured Party relative to the subject matter hereof and thereof not expressly set forth or referred to herein or therein. In the case of any Equity Interests of an Issuer organized under a jurisdiction other than the United States or any state or other locality thereof, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any applicable Foreign Security Document which cannot be resolved by both provisions being complied with, the provisions contained in such Foreign Security Document shall govern to the extent of such conflict with respect to such Collateral.

9.11 GOVERNING LAW. **THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

9.12 Submission to Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan, the courts of the United States for the Southern District of New York sitting in the Borough of Manhattan, and appellate courts from any thereof;

(b) agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York state court or, to the fullest extent permitted by applicable law, in such federal court;

(c) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and that nothing in this Agreement or any other Loan Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Grantor or any of its assets in the courts of any jurisdiction;

(d) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(e) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Agent shall have been notified pursuant thereto;

(f) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(g) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover any special, exemplary, punitive or consequential damages.

9.13 Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party; and

(b) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

9.14 Additional Grantors. Each Subsidiary of any Borrower that is required to become a party to this Agreement pursuant to Section 7.9 of the Credit Agreement shall become a Grantor and Guarantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

9.15 Releases. (a) At such time as there has been a Discharge of the Obligations, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall terminate, all without

delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Agent shall deliver to such Grantor any Collateral held by the Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be Disposed of by any Grantor in a transaction permitted by the Credit Agreement, then (i) the Liens created hereby on such Collateral shall automatically be released and (ii) the Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the sole expense of Holdings, a Subsidiary Guarantor (other than BA and CA) shall be automatically released from its obligations hereunder in the event that all the Equity Interests of such Subsidiary Guarantor shall be Disposed of in a transaction permitted by the Credit Agreement; provided that Holdings shall deliver to the Agent, within five Business Days (or such longer notice period as shall be reasonably satisfactory to the Agent) after the date of such release, a certificate by Holdings identifying the relevant Subsidiary Guarantor and stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents and that the Proceeds of such Disposition will be applied in accordance therewith.

(c) Each Grantor acknowledges that it is not authorized to file any financing statement (other than financing statements to maintain or continue a perfected security interest to the extent necessary to comply with Section 5.3) or amendment or termination statement with respect to any financing statement originally filed in connection herewith without the prior written consent of the Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

9.16 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT, BREACH OF DUTY, COMMON LAW, STATUTE OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER

INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES IT JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

9.17 No Fiduciary Duty. Section 11.13 of the Credit Agreement is incorporated herein, *mutatis mutandis* (to apply to this Agreement rather than to the Credit Agreement).

9.18 Secured Parties. By accepting the benefits of this Agreement and the Collateral, each of the Secured Parties agrees to be bound by the terms of the Security Documents and Section 10 of the Credit Agreement (which Section 10 shall be incorporated by reference herein). This Section 9.18 shall survive any termination of the Credit Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

AIRCELL BUSINESS AVIATION SERVICES LLC

By: /s/

Name: Norman _____

Title: EVP & CFO

GOGO INTERMEDIATE HOLDINGS LLC

By: /s/

Name: Norman _____

Title: EVP & CFO

GOGO LLC.

By: /s/

Name: Norman _____

Title: EVP & CFO

AC BIDCO LLC.

By: /s/

Name: Norman _____

Title: EVP & CFO

AIRCELL INTERNATIONAL, INC.

By: /s/

Name: Norman _____

Title: EVP & CFO

AGENT:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: /s/

Name: Steve King

Title: Authorized Signatory

NOTICE ADDRESSES OF GUARANTORS

<u>Guarantor</u>	<u>Notice Address</u>
AirCell Business Aviation Services LLC	1250 N. Arlington Heights Road Itasca, IL 60143
Gogo LLC	1250 N. Arlington Heights Road Itasca, IL 60143
AC BidCo LLC	1250 N. Arlington Heights Road Itasca, IL 60143
Gogo Intermediate Holdings LLC	1250 N. Arlington Heights Road Itasca, IL 60143
AirCell International, Inc.	1250 N. Arlington Heights Road Itasca, IL 60143

DESCRIPTION OF PLEDGED INVESTMENT PROPERTY

Pledged Stock:

<u>Grantor</u>	<u>Issuer</u>	<u>Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>Percentage of Shares</u>	<u>No. of Shares</u>
Gogo LLC	AirCell International, Inc.	Colorado	Common	C-1	100%	1,000

Pledged Notes:

<u>Grantor</u>	<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
None			

Pledged Debt Securities:

<u>Grantor</u>	<u>Issuer</u>	<u>Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)</u>	<u>Payee</u>	<u>Principal Amount</u>
None				

Pledged Security Entitlements:

<u>Grantor</u>	<u>Issuer of Financial Asset</u>	<u>Description of Financial Asset</u>	<u>Securities Intermediary (Name and Address)</u>	<u>Securities Account (Number and Location)</u>	<u>Securities Intermediary's Jurisdiction Under New York UCC Section 9-305(a)(3)</u>
None					

Pledged Commodity Contracts:

<u>Grantor</u>	<u>Description of Commodity Contract</u>	<u>Commodity Intermediary (Name and Address)</u>	<u>Commodity Account (Number and Location)</u>	<u>Commodity Intermediary's Jurisdiction Under New York UCC Section 9-305(a)(4)</u>
None				

Pledged Partnership Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Partnership Interest (e.g., General or Limited)</u>	<u>Certificated (Y/N)</u>	<u>Certificate No. (if any)</u>	<u>% of Outstanding Partnership Interests of the Partnership</u>
None					

Pledged LLC Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Certificated (Y/N)</u>	<u>Certificate No. (if any)</u>	<u>No. of Pledged Units</u>	<u>% of Outstanding LLC Interests of the Issuer</u>
Gogo Intermediate Holdings LLC	Aircell Business				
	Aviation Services LLC	N	N/A	100	100%
Gogo Intermediate Holdings LLC	Gogo LLC	N	N/A	100	100%
Gogo Intermediate Holdings LLC	AC BidCo LLC	N	N/A	100	100%

Other Pledged Equity Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Class of Equity Interests</u>	<u>Certificated (Y/N)</u>	<u>Certificate No. (if any)</u>	<u>% of Outstanding Equity Interests of the Issuer</u>
None					

Deposit Accounts:

<u>Grantor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>	<u>Account Name</u>
Aircell Business Aviation Services LLC	U.S. Bank	103690172665	Deposit Account
Gogo LLC	U.S. Bank	194310714846	Deposit Account

Securities Accounts:

<u>Grantor</u>	<u>Name of Financial Institution</u>	<u>Account Number</u>	<u>Account Name</u>
Aircell Business Aviation Services LLC	U.S. Bank	508000040	Investment account

Accounts Controlled by Third Parties:

<u>Grantor</u>	<u>Name of Controlling Third Party</u>	<u>Account Number</u>	<u>Account Name</u>
Gogo LLC	U.S. Bank	434000908	Investment account
Gogo LLC	The Bank of Nova Scotia	434000908	Investment account
Gogo LLC	The Bank of Nova Scotia	194310714846	Deposit Account
Aircell Business Aviation Services LLC	The Bank of Nova Scotia	103690172665	Deposit Account

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

<u>Entity</u>	<u>Filing</u>	<u>State</u>	<u>Filing Office</u>
Gogo Intermediate Holdings LLC	UCC-1 Financing Statement	Delaware	Secretary of State
Aircell Business Services Aviation LLC	UCC-1 Financing Statement	Delaware	Secretary of State
Gogo LLC	UCC-1 Financing Statement	Delaware	Secretary of State
AC BidCo LLC	UCC-1 Financing Statement	Delaware	Secretary of State
AirCell International, Inc.	UCC-1 Financing Statement	Colorado	Secretary of State

United States Copyright, Patent and Trademark Filings

File the following agreements with the United States Patent and Trademark Office:

- Trademark Security Agreement, dated as of June 21, 2012, by Gogo LLC in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties
- Trademark Security Agreement, dated as of June 21, 2012, by Aircell Business Aviation Services LLC in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties
- Patent Security Agreement, dated as of June 21, 2012, by Gogo LLC in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties

Actions with respect to Investment Property and Deposit Accounts

- Delivery of AirCell International, Inc. stock certificate no. C-1 to Morgan Stanley Senior Funding, Inc. as Collateral Agent for the benefit of the Secured Parties.

- Delivery of Intercompany Note, dated June 21, 2012, and Endorsement, dated June 21, 2012, by Gogo Intermediate Holdings LLC, Aircell Business Aviation Services LLC, Gogo LLC, AC BidCo LLC and AirCell International, Inc. to Morgan Stanley Senior Funding, Inc.
- Gogo LLC will enter into a Blocked Account Control Agreement, by and among Gogo LLC, Morgan Stanley Senior Funding, Inc. and U.S. Bank National Association, with respect to Deposit Account No. 194310714846
- Aircell Business Aviation Services LLC will enter into a Blocked Account Control Agreement, by and among Aircell Business Aviation Services LLC, Morgan Stanley Senior Funding, Inc. and U.S. Bank National Association, with respect to Deposit Account No. 103690172665.
- Aircell Business Aviation Services LLC will enter into a Notice to Securities Intermediary and Control Agreement, by and among Aircell Business Aviation Services LLC, Morgan Stanley Senior Funding, Inc. and U.S. Bank National Association, with respect to Investment Account No. 508000040.

Other Actions

- With respect to any Collateral in which a security interest cannot be perfected under Article 9 of the UCC, such actions as may be required to perfect the security interest in such Collateral.
- Use commercially reasonable efforts to enter into Mortgages by and between the applicable Grantor and Morgan Stanley Senior Funding, Inc. as Collateral Agent for the Secured Parties with respect to the following properties:

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>
Gogo LLC	303 Technology Ct. Bldg. A Broomfield, CO 80021
Aircell Business Aviation Services LLC	11001 W. 120th Ave. Broomfield, CO 80021
Gogo LLC	11947 Hangar Ct Broomfield, CO 80021
Gogo LLC	1250 N. Arlington Heights Road Itasca, IL 60143
Gogo LLC	814 Thorndale Ave Bensenville, IL 60106
Gogo LLC	43 W 514 US Rt. 30 Sugar Grove, IL 60554
Gogo LLC	1000 Commerce Drive Oak Brook, IL 60523
Gogo LLC	3431 Windsor Drive Aurora, CO 80011

EXACT LEGAL NAME, JURISDICTION OF ORGANIZATION, LOCATION OF CHIEF EXECUTIVE
OFFICE OR SOLE PLACE OF BUSINESS (IF APPLICABLE) AND ORGANIZATIONAL ID

<u>Exact Legal Name</u>	<u>Jurisdiction of Organization</u>	<u>Organizational I.D.</u>	<u>Chief Executive Office or Sole Place of Business</u>
Aircell Business Aviation Services LLC	Delaware	4541118	1250 N. Arlington Heights Rd., Itasca, IL 60143
Gogo Intermediate Holdings LLC	Delaware	5156649	1250 N. Arlington Heights Rd., Itasca, IL 60143
Gogo LLC	Delaware	2692227	1250 N. Arlington Heights Rd., Itasca, IL 60143
AC BidCo LLC	Delaware	4128793	1250 N. Arlington Heights Rd., Itasca, IL 60143
AirCell International, Inc.	Colorado	20051431228	1250 N. Arlington Heights Rd., Itasca, IL 60143

LOCATION OF INVENTORY AND EQUIPMENT

<u>Grantor</u>	<u>Locations</u>
Aircell Business Aviation Services LLC	EMS Aviation, 121 Whittendale Drive, Suite A, Moorestown, NJ 08057
Gogo LLC	303 Technology Ct. Bldg. A, Broomfield, CO 80021
Gogo LLC	814 Thorndale Ave., Bensenville, IL 60106

Airborne equipment to which Gogo LLC has title:

<u>Grantor</u>	<u>Airline</u>
Gogo LLC	AirTran Airways
Gogo LLC	American Airlines, Inc.
Gogo LLC	Delta Air Lines, Inc.

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NONE.

PATENTS

Gogo LLC—U.S. Issued Patents

Title	Appl. No.	Appl. Date	Patent No.	Issue Date
AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	11/590,146	10/31/2006	8,145,208	03/27/2012
NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION NETWORK	08/709,417	09/06/1996	5,878,346	03/02/1999
MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM	08/692,837	08/02/1996	5,884,166	03/16/1999
NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM	08/713,613	09/13/1996	5,832,380	11/03/1998

Title	Appl. No.	Appl. Date	Patent No.	Page Issue Date
ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM	08/709,264	09/06/1996	5,878,345	03/02/1999
NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION	08/960,183	10/29/1997	6,108,539	08/22/2000
MOBILE TELECOMMUNICATIONS FOR AIRCRAFT AND LAND BASED VEHICLES	07/847,920	03/06/1992	5,557,656	09/17/1996
CELLULAR WEATHER INFORMATION SYSTEM FOR AIRCRAFT	08/415,724	04/03/1995	5,757,322	05/26/1998
MOBILE COMMUNICATIONS	08/701,837	08/23/1996	5,960,343	09/28/1999
METHOD AND APPARATUS FOR REDUCING INTERFERENCE AMONG CELLULAR TELEPHONE SIGNALS	08/027,333	03/08/1993	5,444,762	08/22/1995
UBIQUITOUS MOBILE SUBSCRIBER STATION	09/379,825	08/24/1999	6,408,180	06/18/2002

Title	Appl. No.	Appl. Date	Patent No.	Page Issue Date
AIRCRAFT-BASED NETWORK FOR WIRELESS SUBSCRIBER STATIONS	09/686,923	10/11/2000	6,788,935	09/07/2004
SIGNAL TRANSLATING REPEATER FOR ENABLING A TERRESTRIAL MOBILE SUBSCRIBER STATION TO BE OPERABLE IN A NON- TERRESTRIAL ENVIRONMENT	10/152,870	05/20/2002	6,650,898	11/18/2003
SIGNAL TRANSLATING REPEATER FOR ENABLING A TERRESTRIAL MOBILE SUBSCRIBER STATION TO BE OPERABLE IN A NON-TERRESTRIAL ENVIRONMENT	10/173,488	06/17/2002	6,725,035	04/20/2004
SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	10/730,329	12/07/2003	7,113,780	09/26/2006
SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	11/492,545	07/24/2006	7,751,815	07/06/2010

Title	Appl. No.	Appl. Date	Patent No.	Page
Issue Date				
SIP CLIENT-BASED LOCAL NUMBER PORTABILITY THROUGH AN AIRCRAFT AIR-TO-GROUND LINK	12/423,555	04/14/2009	8,073,443	12/06/2011
OVERLAPPING SPECTRUM CELLULAR COMMUNICATION NETWORKS	10/756,491	01/13/2004	7,062,268	06/13/2006
AIR-TO-GROUND CELLULAR NETWORK FOR DECK-TO-DECK CALL COVERAGE	11/240,975	09/30/2005	7,640,016	12/29/2009
SYSTEM FOR MANAGING CALL HANDOFFS BETWEEN AN AIRCRAFT AND MULTIPLE CELL SITES	11/241,109	09/30/2005	7,107,062	09/12/2006
SYSTEM FOR MANAGING CALL HANDOFFS BETWEEN AN AIRCRAFT AND MULTIPLE CELL SITES	11/414,873	05/01/2006	7,751,814	07/06/2010
VIRTUAL PRIVATE NETWORK FOR CELLULAR COMMUNICATIONS	09/961,647	09/24/2001	6,885,864	04/26/2005
DOPPLER INSENSITIVE NON-TERRESTRIAL DIGITAL CELLULAR COMMUNICATIONS NETWORK	09/460,043	12/13/1999	6,377,802	04/23/2002

Title	Appl. No.	Appl. Date	Patent No.	Page Issue Date
WIRELESS RADIO PACKET SWITCHING NETWORK	08/207,015	03/04/1994	5,473,602	12/05/1995
SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO- GROUND CELLULAR COMMUNICATION NETWORK	11/590,709	10/31/2006	7,920,860	04/05/2011
SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/021,125	01/28/2008	8,078,163	12/13/2011
SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	12/021,133	01/28/2008	7,702,328	04/20/2010
SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/021,169	01/28/2008	8,068,829	11/29/2011

Title	Appl. No.	Appl. Date	Patent No.	Page
				Issue Date
SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/182,834	07/30/2008	8,060,083	11/15/2011
SYSTEM FOR CREATING AN AIRCRAFT-BASED INTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/060,662	04/01/2008	8,081,969	12/20/2011
SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	12/060,674	04/01/2008	8,081,968	12/20/2011
SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	12/029,298	02/11/2008	8,185,040	05/22/2012

U.S. Patent Applications

Title	Appl. No.	Appl. Date	Pub. No.	Pub. Date
MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	11/590,379	10/31/2006	2008/0102813	05/01/2008
SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/060,645	04/01/2008	2008/0182573	07/31/2008
SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	12/137,995	06/12/2008	2008/0274734	11/16/2008
TRAFFIC SCHEDULING SYSTEM FOR WIRELESS COMMUNICATIONS	13/009,579	01/19/2011	2011/0116373	05/19/2011
DIFFERENTIATED SERVICES CODE POINT MIRRORING FOR WIRELESS COMMUNICATIONS	13/009,687	01/19/2011	2011/0268096	11/03/2011

				<u>Page</u>
DIFFERENTIATED SERVICES CODE POINT MIRRORING FOR WIRELESS COMMUNICATIONS	13/107,823	05/13/2011	2011/0286331	11/24/2011
SPECTRUM SHARING BETWEEN AN AIRCRAFT-BASED AIR-TO- GROUND COMMUNICATION SYSTEM AND EXISTING GEOSTATIONARY SATELLITE SERVICES	13/172,539	06/29/2011	2011/0263199	10/27/2011
SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	13/224,564	09/02/2011	2011/0319049	12/29/2011
SYSTEM FOR CREATING AN AIR-TO- GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	13/227,634	09/08/2011	2011/0320576	12/29/2011

Gogo LLC—Issued Foreign Patents

Docket No.	Title	Appl. No.	Appl. Date	Patent No.	Issue Date
013207.0110PTAU	CONTROL CHANNEL FOR NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		08/25/1997	71 7,770	07/13/2000
013207.0110PTCA	CONTROL CHANNEL FOR NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		08/25/1997	2,263,442	01/20/2004
013207.0110PTMX	CONTROL CHANNEL FOR NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		08/25/1997	219,366	03/11/2004
013207.0121PTAU	MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM		08/01/1997	717,530	07/13/2000
013207.0121PTCA	MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM		08/01/1997	2,262,488	10/14/2003
013207.0121PTMX	MULTIDIMENSIONAL CELLULAR MOBILE TELECOMMUNICATION SYSTEM		08/01/1997	234,439	02/13/2006
013207.0132PTAU	CONTROL CHANNEL FOR NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		09/12/1997	717,446	07/06/2000
013207.0132PTCA	CONTROL CHANNEL FOR NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		09/12/1997	2,263,419	11/18/2003
013207.0132PTMX	CONTROL CHANNEL FOR NONTERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		09/12/1997	234,438	02/13/2006
013207.0143PTAU	ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM		08/25/1997	721,017	10/05/2000

Docket No.	Title	Appl. No.	Appl. Date	Patent No.	Issue Date
013207.0143PTCA	ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM		08/25/1997	2,263,422	10/28/2003
013207.0143PTMX	ANTENNA FOR NONTERRESTRIAL MOBILE TELECOMMUNICATION SYSTEM		08/25/1997	219,365	03/11/2004
013207.0156PTCA	NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		10/05/1998	2,301,903	11/28/2006
013207.0156PTMX	NON-TERRESTRIAL CELLULAR MOBILE TELECOMMUNICATION STATION		10/05/1998	242,901	12/20/2006
013207.0164C1CA	AIRCRAFT-BASED NETWORK FOR WIRELESS SUBSCRIBER STATIONS		10/10/2001	2,358,608	08/01/2006
013207.0164PTCA	MOBILE SUBSCRIBER STATION FOR TERRESTRIAL AND NON- TERRESTRIAL COMMUNICATION		08/09/2000	2,346,476	02/13/2007
013207.0164C1MX	AIRCRAFT-BASED NETWORK FOR WIRELESS SUBSCRIBER STATIONS		10/11/2001	238,452	07/05/2006
013207.0164PTMX	UBIQUITOUS MOBILE SUBSCRIBER STATION		08/09/2000	228,238	06/03/2005
013207.0164C5AU	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK		11/23/2004	2004304908	03/19/2009
013207.0164C5IN	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2468/CHENP/06	02/04/2010	238432	02/04/2010

Docket No.	Title	Appl. No.	Appl. Date	Patent No.	Issue Date
013207.0164C5MX	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK		02/09/2009	264,450	02/09/2010
013207.0164C6MX	OVERLAPPING SPECTRUM CELLULAR COMMUNICATION NETWORKS		02/26/2009	264,769	
013207.0178PTCA	A METHOD OF OPERATING A RADIO BASED PACKET SWITCHED COMMUNICATIONS NETWORK		03/01/1995	2,184,817	11/20/2001
013207.0240PTAU	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES		09/17/2007	2007313939	10/27/2011
013207.0241PTAU	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2007313940	05/27/2009	2007313940	10/20/2011
013207.0242PTAU	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK		05/27/2009	2007313941	12/15/2011
013207.0164C5EP	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	04/11/2012

Docket No.	Title	Appl. No.	Appl. Date	Patent No.	Issue Date
013207.0242PTJP	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	2009-535376	04/30/2009	4891409	12/22/2011

Gogo LLC - Foreign Patent Applications

Docket No.	Title	Appl. No.	Appl. Date	Pub. No.	Pub. Date
013207.0164C5D1AU	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2008246257	11/20/2008	Journal	01/20/11
013207.0164C5CA	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2548319	11/23/2004	2548319	07/07/05
013207.0164C5CN	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	0480041374.2	11/23/2004	1914829	02/14/2007
013207.0164C5FR	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006

Docket No.	Title	Appl. No.	Appl. Date	Pub. No.	Pub. Date
013207.0164C5DE	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207.0164C5HK	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	07101754.7	02/14/2007	1094627A	04/04/2007
013207.0164C5IS	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207.0164C5IE	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207.0164C5 D1JP	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	2010-030468	02/15/2010	2010-213266	09/24/2010
013207.0164C5ES	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006

Docket No.	Title	Appl. No.	Appl. Date	Pub. No.	Page Pub. Date
013207.0164C5SE	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207.0164C5TR	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207.0164C5GB	SYSTEM FOR INTEGRATING AN AIRBORNE WIRELESS CELLULAR NETWORK WITH TERRESTRIAL WIRELESS CELLULAR NETWORKS AND THE PUBLIC SWITCHED TELEPHONE NETWORK	04812004.2	11/23/2004	1695457	08/30/2006
013207.0164C6CA	OVERLAPPING SPECTRUM CELLULAR COMMUNICATION NETWORKS	2552300	01/06/2005	2552300	08/04/2005
013207.0240PTCA	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2667331	04/23/2009	2667331	Unknown
013207.0240PTCN	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	200780040582.4	04/30/2009	CN 101536565A	09/16/09
013207.0240PTEP	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	07842607.9	04/01/2009	2103153	11/23/2009

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013207.0240PTHK	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	10102028.0	02/26/2010	1136138A	06/18/2010
013207.0240PTIN	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2952/CHENP/78640	05/27/2009		
013207.0240PTJP	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2009-535374	04/29/2009	2010-508771	03/18/2010
013207.0240PTMX	MULTI-LINK AIRCRAFT CELLULAR SYSTEM FOR SIMULTANEOUS COMMUNICATION WITH MULTIPLE TERRESTRIAL CELL SITES	2009/004818	04/30/2009		
013207.0241PTCA	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2667370	04/23/2009	2667370	Unknown
013207.0241PTCN	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	200780040683.1	04/30/2009	CN 101536360A	09/16/2009

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013207.0241PTEP	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	07842610.3	04/01/2009	2078349	07/15/2009
013207.0241PTHK	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	10102027.1	02/26/2010	1136102A	06/18/2010
013207.0241PTIN	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2950/CHENP/2009	05/27/2009		
013207.0241PTJP	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2009-535375	04/30/2009	2010-508772	03/18/2010
013207.0241PTMX	AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK TERRESTRIAL BASE STATION HAVING MULTI-DIMENSIONAL SECTORS WITH ALTERNATING RADIO FREQUENCY POLARIZATIONS	2009/004812	04/30/2009		
013207.0242PTCA	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO- GROUND CELLULAR COMMUNICATION NETWORK	2667373	04/23/2009	2667373	Unknown

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013207.0242PTCN	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	200780040626.3	04/30/2009	CN 101536566A	09/16/2009
013207.0242PTEP	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	07842612.9	04/01/2009	2078431	07/15/2009
013207.0242PTHK	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	010102024.4	02/26/2010	1136137A	06/18/10
013207.0242PTIN	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	2970/CHENP/2009	05/27/2009		
013207.0242PTMX	SYSTEM FOR MANAGING THE MULTIPLE AIR-TO-GROUND COMMUNICATIONS LINKS ORIGINATING FROM EACH AIRCRAFT IN AN AIR-TO-GROUND CELLULAR COMMUNICATION NETWORK	2009/004816	04/29/2009		
013207.0243PTCA	SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2713398	07/28/2010	2713398	Unknown

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013207.0243PTCN	CUSTOMIZING CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200880125769.9	07/27/2010	CN101971160A	02/09/2011
013207.0243PTEP	SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	08871942.2	08/10/2010	2250574	11/17/2010
013207.0243PTIN	SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	5230/CHENP/2010	08/23/2010		
013207.0251PTCA	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	2713395	07/28/2010	2713395	Unknown
013207.0251PTCN	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	200880125770.1	07/27/2010	CN101925891A	12/22/2010
013207.0251PTEP	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	08871809.3	08/28/2010	2248037	11/10/2010
013207.0251PTIN	SYSTEM FOR HANDOFF OF AIRCRAFT-BASED CONTENT DELIVERY TO ENABLE PASSENGERS TO RECEIVE THE REMAINDER OF A SELECTED CONTENT FROM A TERRESTRIAL LOCATION	5231/CHENP/2010	08/23/2010	5231/CHENP/2010A	12/02/2011

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013207.0253PTCA	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2713393	07/29/10	2713393	Unknown
013207.0253PTCN	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200880125768.4	07/28/10	CN101925890A	12/22/2010
013207.0253PTEP	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	08871638.6	08/25/2010	2250573	11/17/2010
013207.0253PTIN	SYSTEM FOR CUSTOMIZING ELECTRONIC SERVICES FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK	5236/CHENP/2010	08/23/2010		03/18/2011
013207.0254PTCA	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	2714677	08/09/2010	2714677	Unknown
013207.0254PTCN	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	200980112821.1	10/11/2010	CN101999217A	03/30/2011
013207.0254PTEP	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	09710306.3	09/11/2010	2245777	11/03/2010
013207.0254PTIN	SYSTEM FOR MANAGING VOICE OVER INTERNET PROTOCOL COMMUNICATIONS IN A NETWORK	5558/CHENP/2010	09/06/2010		12/02/2011

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013207.0256PTAP	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	02/28/2011		
013207.0256PTAU	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2009277061	03/18/2011		
013207.0256PTCA	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2732745	02/01/2011	2732745	Unknown
013207.0256PTCN	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980134009.9	02/28/2011	CN102138343A	07/27/11
013207.0256PTEP	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	09803303.8	02/28/2011	2311275	04/20/11
013207.0256PTIN	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	1232/CHENP/2011	02/23/2011	1232/CHENP/2011A	12/02/11
013207.0256PTRU	SYSTEM FOR MANAGING AN AIRCRAFT-ORIENTED EMERGENCY SERVICES CALL IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	02/25/2011		
013207.0265PTAP	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	AP/P/2010/005437	12/20/2010		

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013207.0265PTAU	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2009232230	11/09/2010		
013207.0265PTCA	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	10/19/2010		
013207.0265PTCN	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980118268.2	11/19/2010	CN 102037744A	04/27/2011
013207.0265PTEP	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	07927854.3	10/26/2010	2260649	12/15/2010
013207.0265PTIN	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	6864/CHEN/2010	10/26/2010	6864/CHENP/ 2010A	07/22/2011
013207.0265PTRU	SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2010144495	10/29/2010		
013207.0294PTAU	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2009255573	11/01/2010		
013207.0294PTCA	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	Not Yet Known	10/08/2010		
013207.0294PTCN	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980118068.7	11/18/2010	CN 102037660A	04/27/2011

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013207.0294PTPE	SYSTEM FOR CREATING AN AIRCRAFT-BASED INTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	09758820.6	10/15/2010	2260585	12/15/2010
013207.0294PTIN	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	6874/CHENP/ 2010	10/26/2010	6874/CHENP/ 2010A	07/08/2011
013207.0294PTRU	SYSTEM FOR CREATING AN AIRCRAFT-BASED IINTERNET PROTOCOL SUBNET IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2010144497	01/03/2011		
013207.0295PTAP	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	AP/P/ 2010/005433	12/20/2010		
013207.0295PTAU	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	2009255574	10/08/2010		
013207.0295PTCA	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	2720246	09/30/2010	2720246	Unknown
013207.0295PTCN	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	200980118267.8	11/19/2010	CN 102037661A	04/27/2011
013207.0295PTEP	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	09758821.4	10/19/2010		

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013207.0295PTIN	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	6866/CHENP/2010	10/26/2010	6866/CHENP/2010A	07/08/11
013207.0295PTRU	SYSTEM FOR CREATING AN AIR-TO-GROUND IP TUNNEL IN AN AIRBORNE WIRELESS CELLULAR NETWORK TO DIFFERENTIATE INDIVIDUAL PASSENGERS	2010144494	10/29/2010		
013207.0302PTCA	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	2727609	12/16/2010	2727609	Unknown
013207.0302PTCN	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	200980129376.X	12/16/2010	CN 102217409	10/12/11
013207.0302PTEP	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	09763028.9	01/19/2011	2292071	03/09/11
013207.0302PTIN	SYSTEM FOR PROVIDING HIGH SPEED COMMUNICATIONS SERVICE IN AN AIRBORNE WIRELESS CELLULAR NETWORK	153/CHENP/2011	01/10/2011	153/CHENP/2011/A	09/23/11
013207.0326PTWO	TRAFFIC SCHEDULING SYSTEM FOR WIRELESS COMMUNICATIONS	PCT/US2011/068110	12/30/2011		
013207.0328PTWO	SPECTRUM SHARING BETWEEN AN AIRCRAFT-BASED AIR-TO-GROUND COMMUNICATION SYSTEM AND EXISTING GEOSTATIONARY SATELLITE SERVICES	PCT/US2012040527	06/01/2012		

TRADEMARKS

Aircell Business Aviation Services LLC—U.S. Trademark Registrations

Trademark	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIRCELL	9	77175419	May 8, 2007	3473339	July 22, 2008
AIRCELL	9, 38	75679536	April 9, 1999	2641476	October 29, 2002
AIRCELL	38	77175408	May 8, 2007	3573284	February 10, 2009
AIRCELL	9	77316410	October 29, 2007	3554990	December 30, 2008
AIRCELL	38	77316414	October 29, 2007	3554991	December 30, 2008
AIRCELL	38	77175204	May 8, 2007	3561842	January 13, 2009
AIRCELL	9	75679720	April 9, 1999	2606315	August 13, 2002
AIRCELL	38	74246637	February 18, 1992	1997223	August 27, 1996
AIRCELL	9	77175183	May 8, 2007	3473337	July 22, 2008
AIRCELL AXXESS	38	77175208	May 8, 2007	3513369	October 7, 2008
AIRCELL AXXESS	38	78595026	March 25, 2005	3286856	August 28, 2007
AIRCELL AXXESS	9	78595031	March 25, 2005	3286857	August 28, 2007
AIRCELL AXXESS	9	77175191	May 8, 2007	3481693	August 5, 2008
AIRCELL BROADBAND	38	77604031	October 30, 2008	3631108	June 2, 2009
AIRCELL ON BOARD	9	76127159	September 13, 2000	2552129	March 26, 2002
AIRCELL ON BOARD	38	75716012	May 27, 1999	2606334	August 13, 2002
AIRCELL ON BOARD	38	77175213	May 8, 2007	3565337	January 20, 2009
AIRCELL ON BOARD	9	77175198	May 8, 2007	3485879	August 12, 2008
IN TOUCH, IN FLIGHT	38	75561855	September 30, 1998	2307311	January 11, 2000

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IN TOUCH, IN FLIGHT	9	77175201	May 8, 2007	3473338	July 22, 2008
IN TOUCH, IN FLIGHT	38	77175218	May 8, 2007	3477620	July 29, 2008
IN TOUCH, IN FLIGHT	9	76116963	August 24, 2000	2600307	July 30, 2002

Aircell Business Aviation Services LLC—U.S. Trademark Applications

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
AIRCELL (and design)	9	85495497	December 14, 2011
IN AIR & ON.	38	85495479	December 14, 2011
AIRCELL (and design)	38	85495466	December 14, 2011

Gogo LLC—U.S. Trademark Registrations

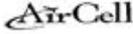
<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Emoticon Logo *-)-	38	77976486	October 19, 2007	3600042	March 31, 2009
Emoticon Logo *-)-	9	77309056	October 19, 2007	3667304	August 11, 2009
GOGO	9	77216179	September 8, 2009	3680364	September 8, 2009
GOGO	38	77216180	June 26, 2007	3499843	September 9, 2008
GOGO	9	85339267	June 6, 2011	4129839	April 17, 2012
GOGO	38	85339274	June 6, 2011	4133147	April 24, 2012
GOGO VISION	38	85370757	July 13, 2011	4133220	April 24, 2012
IN AIR. ONLINE.	9	85349568	June 17, 2011	4126958	April 10, 2012

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IN AIR. ONLINE.	38	85349559	June 17, 2011	4126957	April 10, 2012
WI-FI WITH WINGS	9	77327233	November 12, 2007	3680528	Sept. 8, 2009
WI-FI WITH WINGS	38	77327244	November 12, 2007	3555008	December 30, 2008

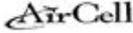
Gogo LLC—U.S. Trademark Applications

<u>Trademark</u>	<u>Class</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
GOGO BIZ	38	85581100	March 27, 2012
IT'S THE INTERNET. IN THE SKY.	38	85440977	October 6, 2011

AirCell Business Aviation Services LLC—Foreign Trademark Registrations

Country	Trademark	Class	Reg. No.	Reg. Date
Argentina		38	2,257,882	Nov. 12, 2008
Argentina		9	2,257,881	Nov. 12, 2008
Argentina		38	2,284,832	Apr. 28, 2009
Argentina	AIRCELL	9	2,257,879	Nov. 12, 2008
Argentina	AIRCELL	38	2,257,880	Nov. 12, 2008
Argentina	AIRCELL AXCESS	38	2,146,494	March 14, 2007
Argentina	AIRCELL AXCESS	9	2,156,528	May 7, 2007
Argentina	AIRCELL ON BOARD	38	2,257,884	Nov. 12, 2008
Argentina	AIRCELL ON BOARD	9	2,257,883	Nov. 12, 2008
Argentina	IN TOUCH, IN FLIGHT	38	2,257,828	December 11, 2008
Argentina	IN TOUCH, IN FLIGHT	9	2,327,426	November 12, 2009
Austria	AIRCELL AXCESS	9, 38	880602	November 27, 2006
Benelux	AIRCELL AXCESS	9, 38	880602	September 23, 2005
Brazil	AIRCELL	9	827011989	December 8, 2009
Canada		9, 38	TMA603840	March 2, 2004

Country	Trademark	Class	Reg. No.	Reg. Date
Canada		9, 35, 39	TMA784044	December 3, 2010
Canada		9, 38	TMA750820	October 22, 2009
Canada	AIRCELL	9, 38	TMA604608	March 9, 2004
Canada	AIRCELL	9, 35, 39	TMA750834	October 22, 2009
Canada	AIRCELL AXXESS	9, 35, 39	TMA750833	October 22, 2009
Canada	IN TOUCH, IN FLIGHT	38	TMA561460	May 7, 2002
Canada	IN TOUCH, IN FLIGHT	9, 35, 39	TMA750832	October 22, 2009
China		38	944,367	June 13, 2009
China		38	967,130	Jan. 17, 2010
China		9	967,131	April 29, 2008
China	AIRCELL	38	944,363	June 13, 2009
China	AIRCELL AXXESS	9	947,823	November 8, 2007
China		9	946,334	November 8, 2007
China	AIRCELL AXXESS	38	944,366	June 14, 2009

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
China	AIRCELL ON BOARD	38	944,365	June 24, 2009
Denmark	AIRCELL AXCESS	9, 38	880,602	Nov. 27, 2006
European Community		38	967,130	June 2, 2009
European Community		38	944,367	October 17, 2008
European Community		9	946,334	November 7, 2008
European Community		9	967,131	June 2, 2009
European Community	AIRCELL	9, 38	4,065,652	October 23, 2006 ¹
European Community	AIRCELL	38	944,363	October 17, 2008
European Community	AIRCELL	9	946,335	November 7, 2008
European Community	AIRCELL AXCESS	38	944,366	October 17, 2008
European Community	AIRCELL AXCESS	9	947,823	November 21, 2008
European Community	AIRCELL ON BOARD	38	944,365	October 17, 2008
European Community	AIRCELL ON BOARD	9	946,337	Nov. 7, 2008

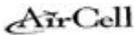
¹ Note: Current owner of record may be Aircell LLC. Assignment to Aircell Business Aviation Services LLC sent to local counsel for recording.

Country	Trademark	Class	Reg. No.	Reg. Date
European Community	IN TOUCH, IN FLIGHT	38	1,154,285	November 5, 2001 ²
European Community	IN TOUCH, IN FLIGHT	38	944,364	October 17, 2008
European Community	IN TOUCH, IN FLIGHT	9	946,336	June 6, 2008
France	AIRCELL AXCESS	9, 38	880,602	November 27, 2006
Germany	AIRCELL AXCESS	9, 38	880,602	December 14, 2006
India	IN TOUCH, IN FLIGHT	9, 38	1,663,501	March 31, 2009 ³
Italy	AIRCELL AXCESS	9	880,602	November 27, 2006
Japan		38	944,367; JP 2007-361,548	November 14, 2008
Japan		38	967130	May 21, 2009
Japan	AIRCELL	9, 38	944,363; JP 2007-361,544	August 14, 2008
Japan	AIRCELL AXCESS	9	880,602	December 7, 2007
Japan	AIRCELL AXCESS	38	944,366; JP 2007-361,547	March 9, 2009

² Note: Current owner of record may be Aircell LLC. Assignment to Aircell Business Aviation Services LLC sent to local counsel for recording.

³ Note: Current owner of record is Aircell LLC. Assignment to Aircell Business Aviation Services LLC in process.

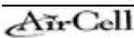
Country	Trademark	Class	Reg. No.	Reg. Date
Japan	AIRCELL AXCESS	9	947,823; JP 2008-350,364	February 13, 2009
Japan	AIRCELL ON BOARD	38	944,365; JP 2007-361,546	November 14, 2008
Japan	AIRCELL ON BOARD	9	946,337; JP 2007-362,227	February 13, 2009
Japan	IN TOUCH, IN FLIGHT	38	944,364; JP 2007-361,545	November 14, 2008
Japan	IN TOUCH, IN FLIGHT	9	946,336; JP 2007-362,226	February 13, 2009
Madrid		38	944,367	November 8, 2007
Madrid		9	946,334	November 8, 2007
Madrid		38	967,130	April 29, 2008
Madrid		9	967,131	April 29, 2008
Madrid	AIRCELL	9	946,335	November 8, 2007
Madrid	AIRCELL	38	944,363	November 8, 2007
Madrid	AIRCELL AXCESS	9	880,602	September 23, 2005
Madrid	AIRCELL AXCESS	38	944,366	November 8, 2007
Madrid	AIRCELL AXCESS	9	947,823	November 8, 2007

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Madrid	AIRCELL ON BOARD	38	944,365	November 8, 2007
Madrid	AIRCELL ON BOARD	9	946,337	November 8, 2007
Madrid	IN TOUCH, IN FLIGHT	38	944,364	November 8, 2007
Madrid	IN TOUCH, IN FLIGHT	9	946,336	November 8, 2007
Mexico		38	634,828	November 30, 1999
Mexico		9	749,268	May 29, 2002
Mexico		38	1,100,623	May 20, 2009
Mexico		38	1,056,652	August 27, 2008
Mexico		9	1,101,365	May 22, 2009
Mexico		9	1,111,818	July 23, 2009
Mexico	AIRCELL	38	650,393	April 18, 2000
Mexico	AIRCELL	9	836,446	June 9, 2004
Mexico	AIRCELL	38	1,100,622	May 20, 2009
Mexico	AIRCELL	9	1,113,088	July 31, 2009

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Mexico	AIRCELL AXXESS	38	1,057,097	August 28, 2008
Mexico	AIRCELL AXXESS	9	1,113,087	July 31, 2009
Mexico	AIRCELL ON BOARD	38	1,057,096	August 28, 2008
Mexico	AIRCELL ON BOARD	9	1,112,576	July 29, 2009
Mexico	IN TOUCH, IN FLIGHT	38	665564	July 27, 2000
Mexico	IN TOUCH, IN FLIGHT	38	1,108,885	July 6, 2009
Mexico	IN TOUCH, IN FLIGHT	9	1,104,601	June 10, 2009
Netherlands Antilles	AIRCELL AXXESS	9	880602	November 26, 2006
Norway	AIRCELL AXXESS	9, 38	880602; Nat'l Ref #20064412	August 29, 2008
S. Korea		38	944,367	December 2, 2008
S. Korea		38	967,130	April 20, 2009
S. Korea	AIRCELL	38	944,363	December 5, 2008
S. Korea	AIRCELL AXXESS	38	944,366	December 2, 2008
S. Korea	AIRCELL ON BOARD	38	944,365	December 2, 2008
S. Korea	IN TOUCH, IN FLIGHT	38	944,364	December 5, 2008

Country	Trademark	Class	Reg. No.	Reg. Date
Spain	AIRCELL AXCESS	9	880,602	November 27, 2006
Sweden	AIRCELL AXCESS	9	880,602	September 23, 2005
Switzerland		38	967,130	Jan. 17, 2010
Switzerland		9	967,131	Jan. 17, 2010
Switzerland	AIRCELL AXCESS	9	880,602	November 27, 2006
United Kingdom	AIRCELL AXCESS	9	880,602	November 8, 2006

Aircell Business Aviation Services LLC—Foreign Trademark Applications⁴

Country	Trademark	Class	Appl. No.	Appl. Date
Brazil		9	829473297	November 8, 2007
Brazil		38	829473300	November 8, 2007
Brazil		9	829702644	April 29, 2008
Brazil		38	829702652	April 29, 2008
Brazil	AIRCELL	38	829473270	November 8, 2007
Brazil	AIRCELL	9	829473262	November 8, 2007
Brazil	AIRCELL AXCESS	9	827788606	September 26, 2005
Brazil	AIRCELL AXCESS	38	829473327	November 8, 2007

⁴ Note: Current owner of record of all pending Brazilian applications is unclear. Assignment to Aircell Business Aviation Services LLC cannot be recorded until marks are registered.

Country	Trademark	Class	Appl. No.	Appl. Date
Brazil	AIRCELL AXXESS	38	827788614	September 26, 2005
Brazil	AIRCELL AXXESS	9	829473319	November 8, 2007
Brazil	AIRCELL ON BOARD	38	829473343	November 8, 2007
Brazil	AIRCELL ON BOARD	9	829473335	November 8, 2007
Brazil	IN TOUCH, IN FLIGHT	9	829473360	November 8, 2007
Brazil	IN TOUCH, IN FLIGHT	38	829473378	November 8, 2007

Trademark	Class(es)	Serial No./Reg. No.	Filing/Reg. Date	Country	Status	Owner
	9, 38	1581949	June 13, 2012	Canada	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	1581950	June 13, 2012	Canada	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC

Trademark	Class(es)	Serial No./Reg. No.	Filing/Reg. Date	Country	Status	Owner
	38	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	China	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	European Community	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC

Trademark	Class(es)	Serial No./Reg. No.	Filing/Reg. Date	Country	Status	Owner
	9	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Japan	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Madrid	Pending International Trademark Applications	Aircell Business Aviation Services LLC

Trademark	Class(es)	Serial No./Reg. No.	Filing/Reg. Date	Country	Status	Owner
	9	1282782	June 13, 2012	Mexico	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	1282787	June 13, 2012	Mexico	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	1282799	June 13, 2012	Mexico	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Norway	Pending International Trademark Applications	Aircell Business Aviation Services LLC

Trademark	Class(es)	Serial No./Reg. No.	Filing/Reg. Date	Country	Status	Owner
	9	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Russian Federation	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC

<u>Trademark</u>	<u>Class(es)</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>
IN AIR & ON.	38	Pending	June 13, 2012	S. Korea	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	9	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC
	38	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC
IN AIR & ON.	38	Pending	June 13, 2012	Switzerland	Pending International Trademark Applications	Aircell Business Aviation Services LLC

Gogo LLC—Foreign Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Argentina	Emoticon Logo *-)-	9	2,282,458	April 23, 2009
Argentina	Emoticon Logo *-)-	38	2,282,459	April 23, 2009

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Argentina	WI-FI WITH WINGS	38	2,344,787	February 9, 2010
Argentina	WI-FI WITH WINGS	9	2,344,786	February 9, 2010
Brazil	Emoticon Logo *-)-	38	829699180	August 30, 2011
Canada	GOGO	9, 38	TMA748631	September 24, 2009
Canada	WI-FI WITH WINGS	9, 38	TMA748145	September 21, 2009
Canada	Emoticon Logo *-)-	9, 38, 42	823364	May 4, 2012
China	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
China	WI-FI WITH WINGS	38	966,318	May 10, 2008
European Community	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
European Community	GOGO	9	952,270	December 21, 2007
European Community	GOGO	38	954,700	December 21, 2007
European Community	WI-FI WITH WINGS	38	966,318	May 10, 2008
European Community	WI-FI WITH WINGS	9	971,696	May 10, 2008
Japan	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
Japan	GOGO	38	954,700	December 22, 2007
Japan	WI-FI WITH WINGS	38	966,318	May 10, 2008
Japan	WI-FI WITH WINGS	9	971,696	May 10, 2008

Country	Trademark	Class	Reg. No.	Reg. Date
Madrid	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
Madrid	GOGO	9	952,270	December 21, 2007
Madrid	GOGO	38	954,700	December 21, 2007
Madrid		9	1,104,647	December 6, 2011
Madrid		38	1,102,947	December 6, 2011
Madrid	GOGO VISION	38	1,103,120	December 12, 2011
Madrid	IN AIR. ONLINE.	38	1,105,342	December 12, 2011
Madrid	WI-FI WITH WINGS	9	971,696	May 10, 2008
Madrid	WI-FI WITH WINGS	38	966,318	May 10, 2008
Mexico	Emoticon Logo *-)-	38	1,051,867	July 31, 2008
Mexico	Emoticon Logo *-)-	9, 38	1,075,459	December 2, 2008
Mexico	GOGO	38	1,039,786	May 19, 2008
Mexico	GOGO	9	1,073,885	November 26, 2008
Mexico	WI-FI WITH WINGS	38	1,060,656	September 12, 2008
Russian Federation	GOGO	9	952270	December 21, 2007
S. Korea	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008
Switzerland	Emoticon Logo *-)-	9, 38	967,127	April 18, 2008

Country	Trademark	Class	Reg. No.	Reg. Date
Switzerland	GOGO	9	952,270	December 21, 2007
Switzerland	GOGO	38	954,700	December 21, 2007
Switzerland	WI-FI WITH WINGS	38	966,318	May 10, 2008
Switzerland	WI-FI WITH WINGS	9	971,696	May 10, 2008

Gogo LLC—Foreign Trademark Applications

Country	Trademark	Class	Appl. No.	Appl. Date
Argentina		9	3,133,415	December 6, 2011
Argentina		38	3,133,419	December 6, 2011
Argentina	IN AIR. ONLINE.	38	3,133,420	December 6, 2011
Argentina	GOGO VISION	38	3,133,421	December 6, 2011
Argentina	IT'S THE INTERNET. IN THE SKY.	38	3,154,656	March 29, 2012
Argentina	LAND ON TOP OF THINGS	38	3,154,658	March 29, 2012
Brazil	Emoticon Logo *-)-	9	829699163	April 22, 2008
Brazil	GOGO	9	829522646	December 26, 2007
Brazil	GOGO	38	829522654	December 26, 2007

Country	Trademark	Class	Appl. No.	Appl. Date
Brazil	GOGO VISION	38	Pending	January 3, 2012
Brazil	IN AIR. ONLINE.	38	831283661	December 16, 2011
Brazil		9	Pending	December 6, 2011
Brazil		38	Pending	December 6, 2011
Brazil	WI-FI WITH WINGS	38	829715681	May 12, 2008
Brazil	WI-FI WITH WINGS	9	829715673	May 12, 2008
Canada		9, 38	1555,119	December 6, 2011
Canada	GOGO VISION	38	1555,117	December 6, 2011
Canada	IN AIR. ONLINE.	38	1555,118	December 6, 2011
Canada	IT'S THE INTERNET. IN THE SKY	38	1570,656	March 27, 2012
Canada	LAND ON TOP OF THINGS	38	1570,655	March 27, 2012
China		9	1104647	December 6, 2011
China		38	1102947	December 6, 2011
China	IN AIR. ONLINE.	38	1105342	December 12, 2011
China	GOGO VISION	38	1103120	December 12, 2011

Country	Trademark	Class	Appl. No.	Appl. Date
China	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
China	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
European Union		9	1104647	December 6, 2011
European Union		38	1102947	December 6, 2011
European Union	IN AIR. ONLINE.	38	1105342	December 12, 2011
European Union	GOGO VISION	38	1103120	December 12, 2011
European Union	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
European Union	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
India	GOGO	9, 38	1,635,488	December 26, 2007
India		9, 38	2245884	December 7, 2011
India	IN AIR. ONLINE.	38	2246620	December 9, 2011
India	GOGO VISION	38	2245883	December 8, 2011
India	IT'S THE INTERNET. IN THE SKY	38	2306477	March 27, 2012
India	LAND ON TOP OF THINGS	38	2306476	March 27, 2012
Japan		9	1104647	December 6, 2011

Country	Trademark	Class	Appl. No.	Appl. Date
Japan		38	1102947	December 6, 2011
Japan	IN AIR. ONLINE.	38	1105342	December 12, 2011
Japan	GOGO VISION	38	1103120	December 12, 2011
Japan	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Japan	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
Madrid	IT'S THE INTERNET. IN THE SKY.	38	A0029053	March 29, 2012
Madrid	LAND ON TOP OF THINGS	38	A0029057	March 29, 2012
Mexico		9	1,233,260	December 6, 2011
Mexico		38	1,233,261	December 6, 2011
Mexico	IN AIR. ONLINE.	38	1,233,568	December 7, 2011
Mexico	GOGO VISION	38	1,233,566	December 7, 2011
Mexico	IT'S THE INTERNET. IN THE SKY	38	1261821	March 28, 2012
Mexico	LAND ON TOP OF THINGS	38	1261823	March 28, 2012
Norway		9	1104647	December 6, 2011
Norway		38	1102947	December 6, 2011

Country	Trademark	Class	Appl. No.	Appl. Date
Norway	IN AIR. ONLINE.	38	1105342	December 12, 2011
Norway	GOGO VISION	38	1103120	December 12, 2011
Norway	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Norway	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
Russian Federation		9	1104647	December 6, 2011
Russian Federation		38	1102947	December 6, 2011
Russian Federation	IN AIR. ONLINE.	38	1105342	December 12, 2011
Russian Federation	GOGO VISION	38	1103120	December 12, 2011
Russian Federation	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Russian Federation	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
South Korea		9	1104647	December 6, 2011
South Korea		38	1102947	December 6, 2011
South Korea	IN AIR. ONLINE.	38	1105342	December 12, 2011
South Korea	GOGO VISION	38	1103120	December 12, 2011
South Korea	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012

Country	Trademark	Class	Appl. No.	Appl. Date
South Korea	LAND ON TOP OF THINGS	38	Pending	March 29, 2012
Switzerland		9	1104647	December 6, 2011
Switzerland		38	1102947	December 6, 2011
Switzerland	IN AIR. ONLINE.	38	1105342	December 12, 2011
Switzerland	GOGO VISION	38	1103120	December 12, 2011
Switzerland	IT'S THE INTERNET. IN THE SKY.	38	Pending	March 29, 2012
Switzerland	LAND ON TOP OF THINGS	38	Pending	March 29, 2012

EXCLUSIVE LICENSES TO REGISTERED UNITED STATES COPYRIGHTS

NONE.

MATERIAL EXCLUDED ASSETS

Aircraft:

<u>Grantor</u>	<u>Asset</u>
Gogo LLC	Challenger 600

Property Subject to Purchase Money Liens or Capital Lease Obligations:

<u>Grantor</u>	<u>Location</u>	<u>Vendor</u>	<u>Equipment Type</u>
Gogo LLC	3431 North Windsor, Aurora, CO 80011-8116	IBM Credit	BladeCenter
Gogo LLC	1000 Commerce Drive, Oak Brook, IL 60523-8810	IBM Credit	BladeCenter
Gogo LLC	3431 North Windsor, Aurora, CO 80011-8116	Data Sales	HP Equipment
Gogo LLC	3431 North Windsor, Aurora, CO 80011-8116	Data Sales	Cisco Hardware
Gogo LLC	1000 Commerce Drive, Oak Brook, IL 60523-8810	Data Sales	HP Equipment

Leased Cell Towers:

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	19768 S. Merlene Lane, Wasilla, AK 99654 United States	Leased space on cell tower
Gogo LLC	3290 Peger Road, Fairbanks AK 99687 United States	Leased space on cell tower
Gogo LLC	Cordova Airport, Cordova, AK 99574 United States	Leased space on cell tower
Gogo LLC	Ocean Cape Road, Yakutat, AK 99689 United States	Leased space on cell tower
Gogo LLC	9229 Cessna Drive, Juneau, Juneau AK 99601 United States	Leased space on cell tower
Gogo LLC	Totem Way, Juneau, Juneau AK 99830 United States	Leased space on cell tower
Gogo LLC	1061 Aberdeen Rd, Vernon, AL 35592 United States	Leased space on cell tower
Gogo LLC	880 Willie Rodgers Road, Evergreen, AL 36401 United States	Leased space on cell tower
Gogo LLC	449 Chandler Mountain Rd., Attalla, St. Clair AL 35987 United States	Leased space on cell tower
Gogo LLC	4794 Lee Road 188, Auburn, AL 36832 United States	Leased space on cell tower
Gogo LLC	9847 Holly Springs Road, Harrisburg AR 72432 United States	Leased space on cell tower
Gogo LLC	1907 Gravel Pit Road, White Hall, Jefferson AR 71603 United States	Leased space on cell tower
Gogo LLC	1.4 Mi So of Buck Knob, Buck City, Scott AR 72142 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	1410 West Sunnyside Drive, Phoenix, Maricopa AZ 85029 United States	Leased space on cell tower
Gogo LLC	4.5 Miles Southwest of Holbrook, Holbrook, Navajo AZ 86025 United States	Leased space on cell tower
Gogo LLC	7130 Industrial Boulevard, Holbrook, Navajo AZ 86025 United States	Leased space on cell tower
Gogo LLC	MP 581 Hwy. 89A Cooper Ridge Electronic Site, Jacob Lake, Coconino AZ 86022 United States	Leased space on cell tower
Gogo LLC	15769 S. Old Haviland Station Rd., Yucca, Mohave AZ 86438 United States	Leased space on cell tower
Gogo LLC	10 MI SE of Williams, AZ 86046, Williams, Coconino AZ 86046 United States	Leased space on cell tower
Gogo LLC	NW 1/4 SEC17, T12N, R2E, Williams, Coconino AZ 86046 United States	Leased space on cell tower
Gogo LLC	10535 Box Springs Mtn. Rd., Moreno Valley, Riverside CA 92557 United States	Leased space on cell tower
Gogo LLC	15311 Cuda Road, Arvin, Kern CA 93307 United States	Leased space on cell tower
Gogo LLC	NE Corner of Hwy 58, Vineland Road, Bakersfield, Kern CA 93307 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	4 MI East of Yermo, Lodlow, San Bernardino CA 92338 United States	Leased space on cell tower
Gogo LLC	45298 Valley Center Road, Newberry Springs, San Bernardino CA 92365 United States	Leased space on cell tower
Gogo LLC	Hwy. 49 West of Mairposa, Mariposa, Mariposa CA 95338 United States	Leased space on cell tower
Gogo LLC	48448 Lonoak Road, King City, Monterey CA 93930 United States	Leased space on cell tower
Gogo LLC	Off Bollinger Canyon Road, Moraga, Contra Costa CA 94556 United States	Leased space on cell tower
Gogo LLC	Terminus of Bunch Lookout Road N. of Hwy 299 at Hatchett Mtn. Summit, Montgomery Creek, Riverside CA 96065 United States	Leased space on cell tower
Gogo LLC	16840 Hickman Lane, Red Bluff, Tehema CA 96022 United States	Leased space on cell tower
Gogo LLC	Glamis, Winterhaven, Imperial CA 92283 United States	Leased space on cell tower
Gogo LLC	1280 Atlantic Avenue, Yuma, Imperial CA 85365 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	2 Miles South of I-10 Rest-Stop T.6, Desert Center, Riverside CA United States	Leased space on cell tower
Gogo LLC	49600 Oates Rd, Coachella, Riverside CA 92236 United States	Leased space on cell tower
Gogo LLC	DIA East @ 88th, Denver, Adams CO 80022 United States	Leased space on cell tower
Gogo LLC	Lobo Overlook, Crede, Mineral CO 81130 United States	Leased space on cell tower
Gogo LLC	5700 Forest Spring RD, Pagosa Spring, Archuleta CO 81147 United States	Leased space on cell tower
Gogo LLC	70 Greenbriar Drive, Pagosa West, Archuleta CO 81147 United States	Leased space on cell tower
Gogo LLC	Off of Colorado Route 13 , Rifle , Garfield CO United States	Leased space on cell tower
Gogo LLC	County Road 120, Glenwood Springs, Garfield CO 81601 United States	Leased space on cell tower
Gogo LLC	CR 35, 6 MI South of La Junta, La Junta, Otero CO 81050 United States	Leased space on cell tower
Gogo LLC	2917 1/2 San Juan Ave., La Junta, Otero CO 81050 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	104060 Hwy 491, Cahone, Dolores CO 81320 United States	Leased space on cell tower
Gogo LLC	29525 Hwy. 55, Crook, Logan CO United States	Leased space on cell tower
Gogo LLC	15677 Hwy. 59, Siebert, Kit Carson CO 80834 United States	Leased space on cell tower
Gogo LLC	Badger Mountain Radio Peak, Lake George, Park CO 80827 United States	Leased space on cell tower
Gogo LLC	5955 Trout Creek Road, Woodland Park, Teller CO 80866 United States	Leased space on cell tower
Gogo LLC	9500 N.W. 109th St., Medley, Dade FL 33178 United States	Leased space on cell tower
Gogo LLC	1965 Lawson Rd., Clearwater, Pinellas FL 33763 United States	Leased space on cell tower
Gogo LLC	10301 Narcoossee Road, Orlando, Orange FL 32823 United States	Leased space on cell tower
Gogo LLC	151 Roberts Landing Rd., Wewahitchka, Gulf FL 32465 United States	Leased space on cell tower
Gogo LLC	11420 US Rt. 1 North, St. Augustine, St. Johns FL 32095 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	8060 E. US Highway 27, Perry, Taylor FL 32347 United States	Leased space on cell tower
Gogo LLC	1480 Dyer Road, Port St. Lucie, St. Lucie FL United States	Leased space on cell tower
Gogo LLC	1325 Virginia Avenue, East Point, Fulton GA 30344 United States	Leased space on cell tower
Gogo LLC	1709 Kilkenny Road, Richmond Hill, Bryan GA 31324 United States	Leased space on cell tower
Gogo LLC	1370 Windy Hill Road, Byromville, Dooly GA 31007 United States	Leased space on cell tower
Gogo LLC	7105 Mitchell-Warrenton Rd., Glascock County, Glascock GA 30820 United States	Leased space on cell tower
Gogo LLC	Homerville Rd./Rte. 441, Homerville, Clinch GA 31634 United States	Leased space on cell tower
Gogo LLC	4101 170th Street, Brooklyn, Poweshiek LA 52211 United States	Leased space on cell tower
Gogo LLC	1881 320th St., Casey, Guthrie IA 50048 United States	Leased space on cell tower
Gogo LLC	West Side of Garrett Street, between Gruss Ave. and Turner Ave., Mountain Home, Elmore ID 83467 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	Baldy Mountain, Salom, Lemhi ID 83467 United States	Leased space on cell tower
Gogo LLC	111 S Terrace, Salmon, Lemhi ID 83467 United States	Leased space on cell tower
Gogo LLC	3031 Wood Canyon Road, Soda Springs, Caribou ID 83276 United States	Leased space on cell tower
Gogo LLC	602 N. York Road, Bensonville, DuPage IL 60106 United States	Leased space on cell tower
Gogo LLC	921 Airport Avenue, Hermleigh, Bond IL 62246 United States	Leased space on cell tower
Gogo LLC	14401 Henry Road, Morrison, Whiteside IL 61270 United States	Leased space on cell tower
Gogo LLC	19543 Waller Road, Fulton, Whiteside IL 61252 United States	Leased space on cell tower
Gogo LLC	SE of I-55 & CR-8 Junction, Lexington, McClean IL 61753 United States	Leased space on cell tower
Gogo LLC	Hwy 136 & E. 2350th, Table Grove, McDonough IL 0 United States	Leased space on cell tower
Gogo LLC	641 South County Road 450 East, Connersville, Fayette IN 47331 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	12734 North 1025 West, Monticello, White IN 47960 United States	Leased space on cell tower
Gogo LLC	6158 W. State Road, Lewis, Clay IN 47858 United States	Leased space on cell tower
Gogo LLC	4483 Co. Rd. DD, Grainfield, Gove KS 67737 United States	Leased space on cell tower
Gogo LLC	3300 Emmet CT, Haysville, Sedgwick KS 67233 United States	Leased space on cell tower
Gogo LLC	12120 Hwy. 83, Garden City, Finney KS 67846 United States	Leased space on cell tower
Gogo LLC	tbd, Lebanon, Smith KS 66952 United States	Leased space on cell tower
Gogo LLC	Hwy 77 and Old Hwy 77, Junction City, Geary KS 66441 United States	Leased space on cell tower
Gogo LLC	Hwy 9 and Anderson Rd., Muscotah, Atchison KS 66023 United States	Leased space on cell tower
Gogo LLC	579 Around the World Rd., Wallins Creek, Harlan KY 40873 United States	Leased space on cell tower
Gogo LLC	1.5 MI SSE of Beechburg, KY, Flemingsburg, Flemingsburg KY 41041 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	320 Ranch road, Mt. Washington, Jefferson KY 0 United States	Leased space on cell tower
Gogo LLC	11096 Hwy. 109, Sturgis, Kentucky 0 United States	Leased space on cell tower
Gogo LLC	205 Garrett Hill Road, Haynesville, Claiborne Parish LA 71038 United States	Leased space on cell tower
Gogo LLC	1005 Cheneau Road, Kaplan, Vermilion LA 70548 United States	Leased space on cell tower
Gogo LLC	41795 Hwy. 23, Buras, Plaquemines LA 70041 United States	Leased space on cell tower
Gogo LLC	124 Murray Street, Medford, Middlesex MA 02155 United States	Leased space on cell tower
Gogo LLC	Monroe Street, Fruitland, Wicomico MD 21826 United States	Leased space on cell tower
Gogo LLC	444 Blackcap Road, Eddington, Penobscot ME 4428 United States	Leased space on cell tower
Gogo LLC	3483 Kensington Road, Milford, Livingston MI 48380 United States	Leased space on cell tower
Gogo LLC	5156 Walker Road, Rapid City, Kalkaska MI 49646 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	154 Lakeview CT, Harbor View, Keweenaw MI 49950 United States	Leased space on cell tower
Gogo LLC	87844 CR668, Decatur, Van Buren MI 49045 United States	Leased space on cell tower
Gogo LLC	9300 Buchanan, Shelby, Oceana MI 49455 United States	Leased space on cell tower
Gogo LLC	1405 E. Wackerly Drive, Sanford, Midland MI 48657 United States	Leased space on cell tower
Gogo LLC	13320 15th Ave., Minneapolis, Hennepin MN 55441 United States	Leased space on cell tower
Gogo LLC	980 Hwy 7 East, Clinton, Henry MO 64735 United States	Leased space on cell tower
Gogo LLC	Kodiak Road, Georgiallatin, Daviess MO 64640 United States	Leased space on cell tower
Gogo LLC	Rte. 1 Box 231b, Hermann, Gasconade MO 65041 United States	Leased space on cell tower
Gogo LLC	County Road 402 R2, Marble Hill, Bollinger MO 62764 United States	Leased space on cell tower
Gogo LLC	Highway E, Knox City, Knox MO 62446 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	tbd, Cabool, Texas MO 65689 United States	Leased space on cell tower
Gogo LLC	4562 Hwy 49 South, Florence, Rankin MS 39073 United States	Leased space on cell tower
Gogo LLC	141 Bethany road, Holly Springs, Marshall MS 38635 United States	Leased space on cell tower
Gogo LLC	MacDonald Pass , Elliston , Powell MT United States	Leased space on cell tower
Gogo LLC	1444 National Avenue, Helena, Lewis and Clark MT 59601 United States	Leased space on cell tower
Gogo LLC	State RT 311 & Old Hwy. 10, Hysham, Treasure MT 59076 United States	Leased space on cell tower
Gogo LLC	216 First Street, Custer, Custer MT 59024 United States	Leased space on cell tower
Gogo LLC	3505 Tower Road, Maiden, Catawba NC 28650 United States	Leased space on cell tower
Gogo LLC	1805 W. Main St., Williamston, Martin NC 27892 United States	Leased space on cell tower
Gogo LLC	28 Mount Gilead Church Rd, Pittsboro, Chatham NC 23712 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	12046 33rd ST SE, Valley City, Barnes ND 58072 United States	Leased space on cell tower
Gogo LLC	83897 S. Highway 97, Mullen, Hooker NE 69152 United States	Leased space on cell tower
Gogo LLC	9601 Rokeby Road, Lincoln, Lancaster NE 68526 United States	Leased space on cell tower
Gogo LLC	58897 873 Rd., Waterbury, Dixon NE 68785 United States	Leased space on cell tower
Gogo LLC	Corner of 803rd Rd. and 483rd Rd., North Loup, Valley NE 68859 United States	Leased space on cell tower
Gogo LLC	West 6th Street, Curtis, Frontier NE 69025 United States	Leased space on cell tower
Gogo LLC	4410 Hwy. 29, Fossil Beds, Sioux NE 69025 United States	Leased space on cell tower
Gogo LLC	835 Highway 20, Harrison, Sioux NE United States	Leased space on cell tower
Gogo LLC	416 Eagle Rock Avenue, West Orange, Essex NJ 7052 United States	Leased space on cell tower
Gogo LLC	Forest Road 6, Cibola National Forest, Datil, Catron NM 87821 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	3.2 Miles West of State Route 53 and County Road 590, Cubero, Cibola NM 87014 United States	Leased space on cell tower
Gogo LLC	606 1/2 Alta Vista, Bayard, Grant NM 88023 United States	Leased space on cell tower
Gogo LLC	Hwy. 156-Approx. 18 MI East of Santa Rosa, Santa Rosa, Guadalupe NM 84435 United States	Leased space on cell tower
Gogo LLC	Route 3-204 #, Cuba, McKinley NM 87013 United States	Leased space on cell tower
Gogo LLC	220 Sophia Road, Grenville, Union NM 88424 United States	Leased space on cell tower
Gogo LLC	2008 US Highway 60, Willard, Torrance NM 87063 United States	Leased space on cell tower
Gogo LLC	9598 Highway 55, Willard, Torrance NM United States	Leased space on cell tower
Gogo LLC	10 Miller Lane, Angel Fire, Colfax NM 87710 United States	Leased space on cell tower
Gogo LLC	Canyon Road and Industrial, Boulder City, Clark NV 89005 United States	Leased space on cell tower
Gogo LLC	Booker Mountain North of US Hwy. 6 and US Hwy. 9, Tonapah, Nye NV 89049 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	Peavine Mountain Road, Stead Blvd. & US 395, Keno, Washoe NV 89523 United States	Leased space on cell tower
Gogo LLC	Battle Mountain, Battle Mountain, Lander NV 89820 United States	Leased space on cell tower
Gogo LLC	124 Murray Street, Stamford, Delaware NY 12167 United States	Leased space on cell tower
Gogo LLC	Alma Hill Road, Alma, Allegany NY 14708 United States	Leased space on cell tower
Gogo LLC	82750 County Line Rd., Cadiz, Harrison OH 43907 United States	Leased space on cell tower
Gogo LLC	46145 Telegraph Road, Amherst, Lorain OH 44001 United States	Leased space on cell tower
Gogo LLC	5474 N. Hamilton Road, New Albany, Franklin OH 43054 United States	Leased space on cell tower
Gogo LLC	23261 Road E, Continental, TBD OH 48531 United States	Leased space on cell tower
Gogo LLC	2 MI W. Highway 283, Cheyenne, Roger Mills OK 73628 United States	Leased space on cell tower
Gogo LLC	25015 E. Cobbs Corner Rd., Talequah, Cherokee OK 74464 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	SR 5, 2.4MI West of Walters, Walters, Cotton OK 73572 United States	Leased space on cell tower
Gogo LLC	1.25 MI E. Junction Sh 43 & Hwy 3, Coalgate, Coal OK 74538 United States	Leased space on cell tower
Gogo LLC	7501 South Modwest Rd, Guthrie, Logan OK 73044 United States	Leased space on cell tower
Gogo LLC	CR # 207 (aka Mile Road 35), Guymon, Texas OK 73942 United States	Leased space on cell tower
Gogo LLC	Buck Mountain, 3.5 Mi North of McGowen Creek Rd., Springfield, Lane OR 97478 United States	Leased space on cell tower
Gogo LLC	33192 Wilkins Rd., Eugene, Lane OR 97408 United States	Leased space on cell tower
Gogo LLC	South of Highway 20, Riley, Deschutes OR 97758 United States	Leased space on cell tower
Gogo LLC	Pine Mountain, Brothers, Deschutes OR 97701 United States	Leased space on cell tower
Gogo LLC	63710 Paramount, Bend, Deschutes OR 97701 United States	Leased space on cell tower
Gogo LLC	3 Miles East of Avondale, Landenberg, Chester PA 19350 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	Off of State Rd. 6, Mehoopany, Wyoming PA 18629 United States	Leased space on cell tower
Gogo LLC	5690 California road, Millcreek, Erie PA 16415 United States	Leased space on cell tower
Gogo LLC	71 Tucker Lane, Fairmont, Clarion PA 16624 United States	Leased space on cell tower
Gogo LLC	off of Salem Road, Conway, Horry SC 29526 United States	Leased space on cell tower
Gogo LLC	1753 Coffee Rd., Westminster, Oconee SC 29693 United States	Leased space on cell tower
Gogo LLC	Highway 20 and 5th Ave., Bison, Perkins SD 57620 United States	Leased space on cell tower
Gogo LLC	45993 207th Street, Bruce, Brookings SD 57212 United States	Leased space on cell tower
Gogo LLC	45422 209th St., Arlington, Kingsbury SD 57212 United States	Leased space on cell tower
Gogo LLC	36415 301st Street, Fairfax, Gregory SD 57335 United States	Leased space on cell tower
Gogo LLC	CR 7 and SD Hwy 248, Kadoka, SD 57543 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	2797 Greer Road, Goodlettsville, TN 73072 United States	Leased space on cell tower
Gogo LLC	1801 Young Road, Cleveland, TN 37323 United States	Leased space on cell tower
Gogo LLC	3700 N. White Chapel Blvd, Southlake, TX 0 United States	Leased space on cell tower
Gogo LLC	321 Powell, Spring, TX 77373 United States	Leased space on cell tower
Gogo LLC	Off of Hwy 12/CR 183; 20.3 miles South on Highway12, Wimberly, TX 78676 United States	Leased space on cell tower
Gogo LLC	12000 Hwy. 290 West Austin, Austin, TX 78736 United States	Leased space on cell tower
Gogo LLC	780 Hwy. 285 North, Pecos, TX 79772 United States	Leased space on cell tower
Gogo LLC	1330 S. Martinez Street, Pecos, TX 79772 United States	Leased space on cell tower
Gogo LLC	9062 CR 4105, Scurry, TX 79526 United States	Leased space on cell tower
Gogo LLC	331 East CR 401, Premont, TX 78375 United States	Leased space on cell tower
Gogo LLC	TBD, Albany, TX 76340 United States	Leased space on cell tower
Gogo LLC	501 FM 932, Purmela, TX 76566 United States	Leased space on cell tower
Gogo LLC	7792 E. Highway 79, Oakwood, Leon TX 76210 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	271 CR 2850, Mount Pleasant, TX 75493 United States	Leased space on cell tower
Gogo LLC	5130 N. Western Rd., Amarillo, TX 79120 United States	Leased space on cell tower
Gogo LLC	1771 N. Zaragoza, El Paso, TX 79936 United States	Leased space on cell tower
Gogo LLC	13036 Highway 83 N., Paducah, TX 79248 United States	Leased space on cell tower
Gogo LLC	4050 Kenya Road, Levelland, TX 79336 United States	Leased space on cell tower
Gogo LLC	Farnsworth Peak, Salt Lake City, UT 84101 United States	Leased space on cell tower
Gogo LLC	55 N. 300 West, Salt Lake City, UT 84101 United States	Leased space on cell tower
Gogo LLC	3.4 MI on Airport Road from Green River Ave. , Green River , UT United States	Leased space on cell tower
Gogo LLC	1066 East 150 S, Green River, Grand UT 84525 United States	Leased space on cell tower
Gogo LLC	1751 Pinnacle Drive, McLean, TBD VA 22102 United States	Leased space on cell tower
Gogo LLC	2800 ESE from the I/S of US 26 & 659, Appomatox, Appomatox VA 24522 United States	Leased space on cell tower

<u>Grantor</u>	<u>Location</u>	<u>Assets</u>
Gogo LLC	13515 Old Telegraph Rd. (CR 647), Lanexa, New Kent VA 23089 United States	Leased space on cell tower
Gogo LLC	22706 120th Avenue S.E., Kent, King WA 98031 United States	Leased space on cell tower
Gogo LLC	Jump Off Joe Road, Kennewick, Benton WA 99337 United States	Leased space on cell tower
Gogo LLC	26431 Addington Road N., Edwall, Lincoln WA 99008 United States	Leased space on cell tower
Gogo LLC	12811 County Road F, Wisconsin Rapids WI 54921 United States	Leased space on cell tower
Gogo LLC	7675 Kraus Rd., York, WI 53925 United States	Leased space on cell tower
Gogo LLC	4606T Big Tyler Road, Charleston WV 25313 United States	Leased space on cell tower
Gogo LLC	SR 15, 4.5 MI NE Webster Springs, Webster Springs WV 26288 United States	Leased space on cell tower
Gogo LLC	451 Shoshone Avenue, Lovell WY 82431 United States	Leased space on cell tower
Gogo LLC	Micro Road, 7 Miles South of Casper, Caspera WY 82601 United States	Leased space on cell tower
Gogo LLC	1541 Tower Road, Rock Springs WY 82901 United States	Leased space on cell tower
Gogo LLC	Crow Creek Hill KOB69 Medicine Bow National Forest, WY 82037 United States	Leased space on cell tower

LETTER OF CREDIT RIGHTS

NONE.

COMMERCIAL TORT CLAIMS

NONE.

FORM OF COPYRIGHT SECURITY AGREEMENT

This **COPYRIGHT SECURITY AGREEMENT**, dated as of [____], 20[___] (this "Agreement"), is made by the signatory hereto indicated as a "Grantor" (the "Grantor") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of June 21, 2012 by and among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (the "BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the Administrative Agent, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantor entered into a Guarantee and Collateral Agreement dated as of June 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor, the Agent and the other persons party thereto, pursuant to which Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Copyright Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute—this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Copyright Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest

Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which—Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Copyright Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

(a) All of Grantor’s right, title and interest in and to all works of authorship, all United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, “Protected Designs” within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all “Mask Works” (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions, renewals, and restorations thereof, (iii) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other copyright rights accruing thereunder or pertaining thereto throughout the world (collectively “Copyrights”); and

(b) all written licenses pursuant to which Grantor has been granted exclusive rights in any registered Copyrights, including, without limitation, each agreement listed in Schedule A attached hereto.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

EXHIBIT A-1

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

EXHIBIT A-1

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**[NAME OF GRANTOR],
as Grantor**

By: _____
Name:
Title:

EXHIBIT A-1

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: _____

Name:

Title:

EXHIBIT A-1

**SCHEDULE A
to
COPYRIGHT SECURITY AGREEMENT**

COPYRIGHT REGISTRATIONS

<u>Title</u>	<u>Author</u>	<u>Registration No.</u>	<u>Registration Date</u>
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COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Author</u>	<u>Application/ Case No.</u>	<u>Filing Date</u>
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EXCLUSIVE COPYRIGHT LICENSES

<u>Title of Copyright License</u>	<u>Name of Licensor</u>	<u>Registration Number of underlying Copyright</u>
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EXHIBIT A-1

FORM OF PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of [____], 20[___] (this "Agreement"), is made by the signatory hereto indicated as a "Grantor" (the "Grantor") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of June 21, 2012 by and among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (the "BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the Administrative Agent, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of June 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor, the Agent and the other persons party thereto, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION. 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Notice and Confirmation of Grant of Security Interest.

Grantor hereby confirms the grant in the Guarantee and Collateral Agreement to the Agent, for the benefit of the Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

All of Grantor's right, title and interest in and to all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (vi) all other patent rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest confirmed pursuant to this Agreement is confirmed in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

EXHIBIT A-2

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

EXHIBIT A-2

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**[NAME OF GRANTOR],
as Grantor**

By: _____
Name:
Title:

EXHIBIT A-2

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,

as Agent

By: _____

Name:

Title:

EXHIBIT A-2

**SCHEDULE A
to
PATENT SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
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EXHIBIT A-2

FORM OF TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of [____], 20[____] this "**Agreement**"), is made by the signatory hereto indicated as a "**Grantor**" (the "**Grantor**") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "**Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of June 21, 2012 by and among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (the "**BA**"), GOGO LLC, a Delaware limited liability company ("**CA**"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("**Holdings**" and, together with BA and CA, collectively, the "**Borrowers**" and each a "**Borrower**"), the Administrative Agent, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of June 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") between the Grantor, the Agent and the other persons party thereto, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

SECTION 2.1 Notice and Confirmation of Grant of Security. Grantor hereby confirms the grant in the Guarantee and Collateral Agreement to the Agent, for the benefit of the Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

All of Grantor’s right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other trademark rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein could impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest confirmed pursuant to this Agreement is confirmed in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

EXHIBIT A-3

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

EXHIBIT A-3

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**[NAME OF GRANTOR],
as Grantor**

By: _____
Name:
Title:

EXHIBIT A-3

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: _____

Name:

Title:

EXHIBIT A-3

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
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EXHIBIT A-3

ASSUMPTION AGREEMENT, dated as of _____, _____, made by _____, a _____ (the "Additional Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent (in such capacity, the "Agent") for (i) the banks and other financial institutions and entities (the "Lenders") parties to the Credit Agreement referred to below, and (ii) the other Secured Parties (as defined in the Guarantee and Collateral Agreement (as hereinafter defined)). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (the "BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the Lenders, and the Agent have entered into a Credit Agreement, dated as of June 21, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of June 21, 2012 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 9.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Guarantor and Grantor thereunder with the same force and effect as if originally named therein as a Guarantor and Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor and Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in

Schedules _____⁵ to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ASSUMPTION AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

3. Successors and Assigns.

This Assumption Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Additional Grantor may not assign, transfer or delegate any of its rights or obligations under this Assumption Agreement without the prior written consent of the Agent and any such assignment, transfer or delegation without such consent shall be null and void.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

⁵ Refer to each Schedule which needs to be supplemented.