

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **September 20, 2021**

AST SpaceMobile, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39040

(Commission
File Number)

84-2027232

(IRS Employer
Identification No.)

**Midland Intl. Air & Space Port
2901 Enterprise Lane
Midland, Texas**

(Address of principal executive offices)

79706

(Zip Code)

(432) 276-3966

Registrant's telephone number, including area code

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.0001 per share	ASTS	The Nasdaq Stock Market LLC
Warrants exercisable for one share of Class A common stock at an exercise price of \$11.50	ASTSW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Section 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

On September 20, 2021, AST & Science LLC, a subsidiary of AST SpaceMobile, Inc. (the “Company”) and Joint Stock Company GK Launch Services (“GK”, and together with the Company, the “Parties”) entered into a letter agreement (the “Letter Agreement”) related to the Parties’ existing launch services contract, dated as of July 17, 2020 (the “Launch Services Contract”).

As previously disclosed, on July 23, 2021, the Company entered into an agreement with Space Exploration Technologies Corp. (“SpaceX”) relating to the launch of the Company’s BlueWalker 3 test satellite (“BW3”). The launch of BW3 was originally scheduled to occur under the Launch Service Contract and to coincide with the launch of a primary payload by GK from an unrelated entity. However, the primary payload from such unrelated entity was delayed and in order to obtain greater certainty regarding the BW3 launch date, the Company entered into the launch agreement with SpaceX, an alternate launch provider offering an available launch period for BW3 beginning March 2022. The exact timing of such launch is contingent on a number of factors, including satisfactory and timely completion of construction and testing of BW3.

Among other things, the Letter Agreement permits the Parties to seek to identify other opportunities for the launch of the Company’s future payloads and credits the \$2.7 million the Company has paid GK under the Launch Services Contract for such future launch services. Neither of the Parties will have any further obligations or payments required under the Launch Services Contract unless the Parties reach an agreement regarding future services.

The foregoing description of the Letter Agreement and the Launch Services Contract does not purport to be complete and is qualified in its entirety by reference to the full text of those documents, which Letter Agreement is attached as Exhibit 10.1 to this Form 8-K, and documents are incorporated herein by reference.

Exhibit No.	Description
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10.1	Launch Services Amendment, dated as of September 20, 2021*
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: September 24, 2021

AST SPACEMOBILE, INC.

By: /s/ Thomas Severson

Name: Thomas Severson

Title: Chief Financial Officer



20 September 2021

VIA EMAIL
Joint Stock Company GK Launch Services
Attn: Alexander Serkin, CEO
26/1 Prospekt Mira Ave.,
Moscow, 129090, Russian Federation

Reference is made to Clause 5 of that certain Launch Services Contract No. GK-AST-015/05-20 dated as of July 17, 2020 ("Contract") regarding establishment of the Launch Slot Agreement Date and that certain Launch Window Letter of 28 January 2021 between Joint Stock Company GK Launch Services ("GK") and AST & Science, LLC ("AST"). Capitalized terms used in this Letter without definition shall have the same meanings as given in the Contract.

Dear Mr. Serkin,

WHEREAS:

1. The Primary Payload (CAS500-2) has been delayed by the Primary Payload customer;
2. Neither GK nor AST can accurately determine a Launch Slot Agreement Date for AST's Payload (Blue Walker-3) until the Primary Payload is ready to launch during an established Launch Slot; and
3. AST requires a date certain to launch its Payload however presently a launch date cannot be nominated;
4. Therefore, AST was compelled to identify and secure an alternate launch provider capable of launching within an AST desired window; and
5. To date, AST has paid GK the sum of approximately \$2.7 Million US Dollars under the Contract and desires to continue working with GK for future launch services; AST hasn't paid GK the amounts related to milestone [REDACTED].

NOW, THEREFORE, GK and AST agree as follows:

1. GK and AST will seek to identify other launch opportunities for the launch of future AST payloads.
2. Amounts paid by AST under the Contract shall be deemed irrevocably credited towards future GK launch services for AST payloads, which launch services would be memorialized in an amendment to the Contract that would provide substantially the same terms and conditions as the Contract, to include, without limitation, milestone payments, as well as similar (to a reasonable possible extent) pricing terms (which will be discussed based on the payload and selected launch vehicle characteristics).



3. Neither AST nor GK shall have any further obligations or payments required under the Contract unless the Parties reach an agreement pursuant to paragraph 2 above, which they will endeavor to achieve within a reasonable time period to be mutually agreed.

Please confirm your acknowledgement and acceptance of the foregoing.

Very truly yours,

AST & Science, LLC

By: /s/ Abel Avellan
Name: Abel Avellan
Title: Chairman and CEO

AGREED AND ACCEPTED:

GK Launch Services:

By: 
Name: Alexander Serkin
Title: CEO
Date: 20 September 2021