

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
2014 AWS Spectrum Bidco Corporation)	
Petition for Declaratory Ruling Under)	File No. ISP-PDR-20140912-00011
Section 310(b)(4) of the Communications)	
Act, as Amended)	
)	
)	

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES**

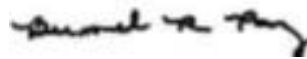
The U.S. Department of Justice (“USDOJ”), to include its components, the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), submits this Petition to Adopt Conditions to Authorizations and Licenses (“Petition”), pursuant to Section 1.41 of the Federal Communications Commission (“Commission”) rules.¹ Through this Petition, the USDOJ advises the Commission that it has no objection to the Commission approving the authority sought in the above-referenced proceeding, provided that the Commission conditions its approval on the assurance of 2014 AWS Spectrum Bidco Corporation (“Bidco”) to abide by the commitments and undertakings set forth in its October 25, 2016 Letter of Agreement (“LOA”), a copy of which is attached hereto.

The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

¹ 47 C.F.R. § 1.41.

After discussions with representatives of Bidco in connection with the above- referenced proceeding, the USDOJ, NSD and FBI have concluded that the additional commitments set forth in the LOA will help ensure that the FBI, which has the responsibility of enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the USDOJ advises the Commission that it has no objection to the Commission granting the application in the above-referenced proceeding, provided that the Commission conditions its consent on compliance with the LOA.

Respectfully submitted.



Bermel R. Paz
U.S. Department of Justice
National Security Division
Foreign Investment Review Staff
Bicentennial Building
600 E Street, NW, Rm 10007
Washington, D.C. 20004

October 27, 2016

2014 AWS Spectrum Bidco Corporation

One International Place, Suite 1400
Boston, Massachusetts 02110

October 25, 2016

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, NW
Washington, DC 20530
FIRS-TT@usdoj.gov

Re: Letter of Assurance
2014 AWS Spectrum Bidco Corporation
FCC ISP-PDR-20140912-00011 (TT 2015-22 and 23)

Dear Sir/Madam:

2014 AWS Spectrum Bidco Corporation (“Bidco”) provides this Letter of Assurance (“LOA”) to the United States Department of Justice (“USDOJ”) on the express understanding that promptly upon execution of this LOA, the USDOJ will notify the Federal Communications Commission (“FCC”) that it has resolved all national security, law enforcement, and public safety issues related to Bidco’s pending petition for declaratory ruling (FCC ISP-PDR-20140912-00011), which was filed in connection with applications for common carrier radio service licenses offered in Auction No. 97, and has no objections to grant of Bidco’s petition.

Upon signing of this LOA and grant of the aforementioned petition, Bidco agrees to and will comply with the following commitments:

Company Structure, Corporate Governance, and Point of Contact

1. Bidco agrees to maintain its company headquarters in the United States.
2. Bidco agrees that all senior management or executive positions will be held by United States citizens. Moreover, Bidco will implement a screening process to ensure that all Bidco personnel, agents, or contractors whose positions involve unescorted access to any domestic communications infrastructure meet personnel screening requirements. The screening process will include a background check and a public criminal records check.
3. Bidco agrees to implement a point of contact (“POC”) whose responsibilities shall include overseeing Bidco’s compliance with the terms of this LOA and serving as the liaison between Bidco and the USDOJ. Bidco further agrees that the POC will: (1) at all times be an employee of BIDCO; (2) be a non-dual United States citizen; (3) have appropriate senior level authority to carry out his or her responsibilities under the LOA; (4) have access to appropriate Bidco business records to perform his or her duties; (5) respond within forty-eight (48) hours to the USDOJ’s requests; (6) ensure completion of the semi-annual/annual reporting obligations pursuant to the LOA; (7) maintain current awareness of potential changes to Bidco’s corporate structure; and (8) maintain current awareness of Bidco’s spectrum holdings and use.

As previously discussed with the USDOJ, Bidco nominates John A. Dooley as its POC and verifies that Mr. Dooley satisfies the above-listed criteria to serve as Bidco's POC. Mr. Dooley's contact information is:

John A. Dooley
2014 AWS Spectrum Bidco Corporation
One International Place, Suite 1400
Boston, Massachusetts 02110
Telephone: (631) 682-2508
Facsimile: (617) 395-2719
Email: john.dooley@jarvinian.com

Operations, Records, and Equipment

4. Bidco agrees to provide the USDOJ thirty (30) days' notice before it begins Offering any type of telecommunications service, including services to end user customers, regardless of whether such customers are residential, business, or retail customers.

5. Bidco agrees that for all of its customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business that relates to telecommunications services offered in the United States, Bidco will store either originals or copies of originals in the United States and make such records available in response to lawful U.S. process. The location of the U.S. records storage facility will be provided to the USDOJ at least thirty (30) days in advance of the time at which Bidco anticipates generating U.S. records.

6. Bidco agrees to ensure that U.S. records are not made subject to mandatory destruction under any foreign laws.

7. Bidco confirms that before it begins providing telecommunications services that are subject to the Communications Assistance for Law Enforcement Act ("CALEA"), it will implement a solution or solutions for lawfully authorized electronic surveillance for such services in compliance with CALEA and its implementing regulations. Bidco also agrees that it will comply with all other statutes, regulations, and requirements regarding electronic surveillance.

8. Bidco will comply with all applicable FCC rules and regulations governing access to and storage of Customer Proprietary Network Information ("CPNI"), as defined in 47 U.S.C. § 222(h)(1).

9. Bidco agrees to provide the USDOJ forty-five (45) days' advance notice of any intention to deploy or install any major network equipment from foreign-based, foreign government-controlled, non-publicly traded companies. Following its receipt of such notice, the USDOJ will have three weeks to object in writing (via email or postal service) to the deployment or installation of major network equipment. Unless the USDOJ timely objects, the deployment or installation may proceed.

Disclosures

10. Bidco agrees that it will not directly or indirectly disclose or permit disclosure of U.S. records, domestic communications, or any other information pertaining to a wiretap order, pen/trap order, subpoena, or other lawful demand made by a U.S. law enforcement agency to any person if the purpose of such disclosure is to respond to the legal process or request on behalf of a non-U.S. government without first: (1) satisfying all pertinent requirements of U.S. law; and (2) obtaining the express written consent of the USDOJ or the authorization of a court of competent jurisdiction in the United States. Any such requests for legal process submitted by a non-U.S. government to Bidco shall be referred to the USDOJ no later than five (5) business days after such request or legal process is received by or known to Bidco, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the United States.

11. Bidco agrees never to make classified or sensitive information related to its business or operations available to Warlord Investment Corporation (“Warlord”), an insulated foreign investment entity that owns an indirect interest of less than five (5) percent in Bidco; Sola I; Sola II LLC; SkyBridge Multi-Advisor Hedge Fund Portfolios, LLC-Series G; Sola Intermediate Fund Ltd; Sola Ltd; and TerreStar Corporation. Bidco reiterates that Warlord, as well as the other afore-mentioned companies, will never participate in the management of Bidco or Bidco’s spectrum holdings. Bidco agrees to make no disclosures in any form to Warlord. Bidco further agrees to notify USDOJ of (i) any inadvertent disclosures Bidco makes to Warlord; (ii) any written disclosures, including quarterly reports and strategic investments, Bidco makes to Sola I; Sola II LLC; SkyBridge Multi-Advisor Hedge Fund Portfolios, LLC-Series G; Sola Intermediate Fund Ltd; Sola Ltd; and TerreStar Corporation, other than routine disclosures carried out in the normal course of business, such as the transmission of information regarding the status of FCC licenses and applications; and (iii) disclosures, in any form, of network infrastructure and operational security information that Bidco makes to Sola I; Sola II LLC; SkyBridge Multi-Advisor Hedge Fund Portfolios, LLC-Series G; Sola Intermediate Fund Ltd; Sola Ltd; and TerreStar Corporation.

Required Notices and Reports

12. Bidco shall promptly provide the USDOJ written notice and copies of any filing with the FCC or any other U.S. governmental authority relating to changes in the *de jure* or *de facto* control of Bidco or Bidco’s spectrum, excluding filings with the FCC for assignments, transfers of control, or leases involving Bidco that are *pro forma*. Written notice and copies of such filings shall be provided concurrently with such filing.

13. Bidco shall provide the USDOJ with written notice and a copy of any international 214 application filed with the FCC concurrently with such filing.

14. Bidco shall promptly provide the USDOJ with written notice and copies of any filing with the FCC related to material changes in Bidco’s direct or indirect foreign ownership. For this purpose, a “material change” shall mean any change that requires the filing of a further petition for declaratory ruling pursuant to 47 C.F.R. § 1.994. This provision includes but is not limited to a requirement that Bidco seek prior approval before any foreign individual, entity, or

group not previously approved acquires: (1) more than ten (10) percent of Bidco's equity or voting interests if the foreign individual, entity, or group influences no control over Bidco, or (2) more than five (5) percent of Bidco's equity or voting interests if the foreign individual, entity, or group has or intends to exercise any such control. For this purpose, Warlord will not be treated as previously approved by the FCC. Ownership percentages shall be calculated pursuant to 47 C.F.R. § 1.992.

15. After the effective date of this LOA, the USDOJ agrees not to object to any Bidco application or other filings with the FCC for a license or other authority under Titles II or III of the Communications Act of 1934, as amended, provided that: (1) such application or petition makes clear that the terms and conditions of this LOA continue to apply; (2) such application or petition does not involve a "material change" in foreign ownership as defined above in Paragraph 14; and (3) no national security or law enforcement issue is identified during Team Telecom review. If these preconditions are not met, the USDOJ retains the right to object to Bidco's application or filing.

16. Bidco will provide the USDOJ thirty (30) days' notice of any changes in Bidco's senior management or executives and any changes in Bidco's corporate or business structure. USDOJ may object to such change but negotiate with Bidco for a mutually acceptable solution.

17. For the first five years after signing this LOA, Bidco agrees to file with the USDOJ semi-annual reports on the use of its spectrum holdings as well as Bidco's compliance with the terms of this LOA. Semi-annual reports will be filed with the USDOJ no later than March 31st and September 30nd of each calendar year. Beginning five years after the signing of this LOA, an annual report will be provided to the USDOJ no later than March 31st of each calendar year.

18. In addition to filing semi-annual/annual reports, Bidco agrees to brief the USDOJ on its spectrum holdings and compliance with this LOA. Such briefings will occur when requested by USDOJ, no more than once annually. Bidco acknowledges that the briefings may include (but are not limited to) the following information: (1) the leasing and operation status of all spectrum licensed by the FCC to Bidco, including network and operational security information; (2) information about all spectrum lessees; (3) Bidco ownership and corporate structure; (4) compliance with or any violations of the terms of this LOA; and (5) other specific information that may be requested by the USDOJ.

19. All notifications, filings, and communications to the USDOJ will be transmitted via first-class or certified mail and electronic mail, and will be addressed to the following:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, District of Columbia 20530
Attn: Foreign Investment Review Staff
E-mail: FIRS-TT@usdoj.gov

Courtesy electronic copies of all notices and communications will also be sent to Richard Sofield (at richard.sofield2@usdoj.gov), Bermel Paz (at Bermel.paz@usdoj.gov) or to those individuals identified to Bidco by the USDOJ.

20. Bidco is providing this LOA on the express understanding that all notices and information provided to the USDOJ pursuant to this LOA shall be treated as confidential business information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552(b)(4).

Site Visits and Interviews

21. Bidco agrees to permit the USDOJ to conduct site visits of Bidco facilities and offices and to inspect books and records, equipment, servers, and facilities, to conduct on-site visits for the purpose of verifying compliance with the terms of this LOA. Such inspections shall be reasonable in number and be conducted during normal business hours upon reasonable notice. In extraordinary circumstances, Bidco shall afford the USDOJ such access during normal business hours with or without advance notice. Bidco may have appropriate employees accompany the USDOJ representatives during any such inspection.

22. Upon reasonable notice from the USDOJ, Bidco shall make available for interview during normal business hours any Bidco officers or employees in the United States and will seek to require contractors to make available appropriate personnel, located in the United States, who are in a position to provide information to verify compliance with the terms of this LOA.

Scope of LOA

23. This LOA shall inure to the benefit of, and shall be binding upon, Bidco and its respective subsidiaries and affiliates.

24. Bidco agrees that in the event that the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, USDOJ may request that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to Bidco or any successors-in-interest.

25. Nothing herein shall be construed to be a waiver by Bidco of, or limitation on, its right to oppose or comment on any such request.

26. Nothing in this letter is intended to excuse Bidco from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

For and on behalf of 2014 AWS Spectrum Bidco Corporation,



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