

Glentel Corp.
1201 3rd Avenue, Suite 3400
Seattle, WA 98101-3034

April 26, 2013

BY ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Re: Glentel Corp.
File No. ITC-214-20130110-00008

Dear Ms. Dortch:

Glentel Corp. ("Glentel") is supplementing its above-referenced application by providing the confirmation stated below.

On June 9, 2004, in connection with its application for a blanket license,¹ Glentel entered into a Letter Agreement with the United States Department of Justice, including the Federal Bureau of Investigation, and the Department of Homeland Security. A copy of the Letter Agreement is attached to this filing. Glentel hereby confirms that following grant of its above-referenced application it will continue to comply with the terms of the Letter Agreement.

Respectfully submitted,

/s/ Cary Skidmore
Executive Vice President
Glentel Corp.

Attachment

cc: David Krech, International Bureau

¹ See File No. SES-LIC-20030502-00572, seeking authority to operate up to 50,000 mobile earth terminals communicating with MSAT-1, a Canadian-licensed satellite.



June 9, 2004

Laura H. Parsky
Deputy Assistant Attorney General
Criminal Division
United States Department of Justice
Washington, DC 20530

Re: Glentel Corp.
FCC File No. SES-LIC-20030502-00572

Dear Ms. Parsky:

This letter agreement (the "Glentel Agreement") is made as of the date of the last signature affixed hereto, by and among Glentel Corp. ("Glentel"), a corporation organized under the laws of the State of Washington, the United States Department of Justice ("Department of Justice") including the Federal Bureau of Investigation ("FBI"), and the United States Department of Homeland Security ("Department of Homeland Security").

In the above-referenced application (the "Glentel Application"), Glentel requests blanket authority to operate up to 50,000 mobile earth terminals that will communicate with MSAT-1, a Canadian-licensed satellite presently located at 106.5° W.L., and AMSC-1, a U.S.-licensed satellite presently located at 101° W.L.

In analyzing the Glentel Application, the Federal Communications Commission will consider national security, law enforcement, foreign policy, and trade policy concerns raised by the Executive Branch.¹ The Department of Justice and Department of Homeland Security have raised national security, public safety, and law enforcement concerns with respect to the Glentel Application.

MSAT-1 and AMSC-1 are operated by Mobile Satellite Ventures Subsidiary LLC ("MSV Sub"), a wholly-owned subsidiary of Mobile Satellite Ventures L.P. ("MSV LP" and, collectively with MSV Sub, "MSV"), the successor in interest to Mobile Satellite Ventures LLC ("MSV LLC"). MSV LLC and MSV Sub, among other parties, previously entered into an agreement (the "Agreement") with the Department of Justice and the

¹ See, e.g., *Motient Services Inc. and TMI Communications and Company, LP Assignors and Mobile Satellite Ventures Subsidiary LLC Assignee, Order and Authorization, DA-01-2732, at ¶31* (rel. Nov. 21, 2001).

FBI, "intended to ensure that the FBI and the DoJ and other entities with responsibility for enforcing the law, protecting the national security and preserving the public safety can proceed in a legal, secure, and confidential manner to satisfy these responsibilities."² Capitalized terms that are used but not otherwise defined herein shall have the meanings given them in the Agreement.

After the Glentel Application is granted, Glentel's mobile earth terminals will be authorized to communicate with MSAT-1 and AMSC-1, which are controlled by MSV and subject to the Agreement. With this authorization, Glentel will provide mobile satellite service to its customers in the United States by reselling mobile satellite service provided by MSV via MSAT-1 and AMSC-1. To address the national security, public safety, and law enforcement concerns raised by the Glentel Application, Glentel wishes to adopt certain provisions of the Agreement.

Accordingly, in consideration of the foregoing and the other terms and conditions set forth herein, Glentel hereby agrees to comply with and be bound by Sections 3.3, 3.4, 3.5, and 3.7 of the Agreement in all respects as if it were a signatory to that Agreement. In addition, the parties to the Agreement are entering into a supplement (the "Supplement"), a copy of which is attached hereto, clarifying the applicability of the Agreement to communications via the mobile earth terminals that are the subject of the Glentel Application (the "Glentel Communications").

In the Supplement, the parties to the Agreement have clarified that the persons designated as points of contact by MSV pursuant to Section 3.6 of the Agreement and the Supplement shall serve, for purposes of the Glentel Communications, as the points of contact within the United States with the authority and responsibility for accepting and overseeing compliance with Lawful U.S. Process. As an inducement to this clarification, Glentel hereby: (1) represents, warrants, and covenants that MSV has, and will continue to have during the term of this Glentel Agreement, all of the billing records, subscriber information, and transactional and call associated data relating to the Glentel Communications that the persons designated by MSV as points of contact will need to satisfy their obligations under Section 3.6 relating to the Glentel Communications (the "Section 3.6 Glentel Information"); (2) waives any claim it may have to release of the Section 3.6 Glentel Information, in accordance with the terms of Section 3.6 of the Agreement, on the grounds that the Section 3.6 Glentel Information is proprietary; and (3) agrees to respond promptly to any request from MSV for assistance in satisfying MSV's obligations under Section 3.6. Glentel further agrees to preserve all of its billing records, subscriber information, and transactional and call associated data relating to the Glentel Communications in original or copy form at a designated

² *Id.* at ¶ 32.

location in the United States for at least eighteen (18) months, and to comply in an effective, efficient and unimpeded fashion with Lawful U.S. Process for such records.

Upon the execution of the Glentel Agreement the Department of Justice, including the FBI and the Department of Homeland Security shall jointly and promptly notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto (the "Condition to FCC License"), requiring Glentel's compliance with the provisions of the Glentel Agreement Department of Justice and Department of Homeland Security have no objection to the FCC's grant or approval of the Glentel Application. Glentel acknowledges that its failure to comply with the condition set forth in Exhibit A could cause the Department of Justice or the Department of Homeland Security to seek the revocation or cancellation of Glentel's license or an FCC order declaring the license null and void.

The Department of Justice, including the FBI, and Department of Homeland Security agree not to object, formally or informally, to the grant of any other FCC application of Glentel for a license or other authority under Titles II and III of the Communications Act of 1934, as amended, to provide METs services via satellites operated by MSV, provided that such application makes clear that the terms and conditions of this Glentel Agreement shall apply to any license or other authority issued pursuant to that application. Nothing in the Glentel Agreement shall preclude the Department of Justice or the Department of Homeland Security from opposing, formally or informally, any FCC application by Glentel to transfer its license(s) to a third party or for other authority. The Department of Homeland Security and the Department of Justice reserve the right to seek additional or different terms that would, consistent with the public interest, address any threat to their ability to enforce the laws, preserve the national security and protect the public safety raised by the transactions underlying such applications or petitions.

If you agree to the foregoing, please execute four copies of this letter and return one fully executed copy to Glentel for our records.

Very truly yours,

GLENTEL CORP.

By: Dale B. Belsher

Title: Dale B. Belsher
Chief Financial Officer

Date: June 10, 2004

Accepted and Agreed to:

UNITED STATES DEPARTMENT OF JUSTICE

By: Laura H. Parsky

Title: DEPUTY ASSISTANT ATTORNEY GENERAL

Date: JULY 25, 2004

FEDERAL BUREAU OF INVESTIGATION

By: Patrick W. Kelley

Title: DEPUTY GENERAL COUNSEL

Date: JULY 16, 2004

UNITED STATES DEPARTMENT OF HOMELAND SECURITY

By: Laura W. Goldswold

Title: DIRECTOR OF INTELLIGENCE COORDINATION &
SPECIAL INFRASTRUCTURE PROTECTION PROGRAMS

Date: JULY 27, 2004

Exhibit A

CONDITION TO FCC LICENSE

IT IS FURTHER ORDERED, that the blanket license granted herein is subject to compliance with the provisions of the agreement attached hereto between Glentel Corp., on the one hand, and the U.S. Department of Justice (the "DOJ") including the Federal Bureau of Investigation (the "FBI"), and the U.S. Department of Homeland Security (the "DHS") on the other, dated June 09, 2004 (the "Glentel Agreement"), which is designed to address national security, law enforcement and public safety issues of the DOJ, the FBI, and the DHS regarding the license granted herein. Nothing in the Glentel Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c) (1) and the FCC's implementing regulations.