



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

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DA No. 04-628
March 8, 2004

INTERNATIONAL AUTHORIZATIONS GRANTED IB Docket No. 04-4

Space Station License	SAT-ASG-20031219-00361
Earth Station Licenses	SES-T/C-20031223-01870; SES-T/C-20031213-01871 SES-T/C-20031223-01872
Int'l Sec. 214 Applications	ITC-T/C-20031223-00569; ITC-T/C-20031223-00570 ITC-T/C-20031223-00571
Amendment to Pending License Applications	SAT-AMD-20031219-00362; SES-AMD-20031223-1873

On December 19, 2003, New Operating Globalstar LLC ("NGLLC"), Thermo Capital Partners, LLC ("TCP"), Globalstar LP, Debtor-in-Possession ("GLP"), and L/Q Licensee, Inc. ("LQL"), an affiliate of GLP, (collectively, the "Applicants") filed the applications referenced above, pursuant to sections 214 and 310(d) of the Communications Act of 1934, as amended (the "Act"), seeking Commission approval of the assignment or transfer of control of Commission licenses and authorizations relating to the operation of the Globalstar mobile satellite service ("MSS") system from GLP and LQL to NGLLC. The Applicants also seek to amend certain pending applications of GLP for a space station license in the V-band and for a transmit/receive earth station in Clifton, Texas. See Public Notice, 19 FCC Rcd 346 (2004).

Comments on this transaction were submitted by Ron Bible (February 10, 2004) and Iridium Satellite, LLC (February 9, 2004). Reply comments were submitted by the Applicants (February 13, 2004) and Mr. Bible (February 19, 2004).

On February 25, 2004, the United States Department of Justice and the Federal Bureau of Investigation, with the concurrence of the United States Department of Defense (collectively, the "Executive Branch Entities") submitted a Petition to Adopt Conditions to Authorizations and Licenses. In this Petition, the Executive Branch Entities state that "they have taken the position that their ability to satisfy obligations to protect the national security, enforce the laws, and preserve the safety of the public could be impaired by transactions in which foreign-located facilities will be used to provide domestic telecommunications services to U.S. customers. Because the Globalstar system uses facilities located outside the United States to provide domestic telecommunications services to U.S. customers, the Executive Agencies have entered into a series of agreements [which the relevant entities here] have agreed to assume." The Executive Branch Entities further advised the Commission that they do not object to the grant of the above-referenced applications, provided that the Commission conditions such grant on compliance by TCP (on behalf of itself and its affiliates, Thermo Satellite LP, Thermo Investments L.P., and Thermo Development, Inc.), NGLLC, Globalstar USA, LLC ("GUSA"), the common carrier licensee, and Globalstar Corporation ("GC"), a wholly-owned subsidiary of GLP and sole member of GUSA, with the

commitments set forth in the Assumption Agreement dated February 23, 2004 (the "Assumption Agreement"). The Assumption Agreement is attached to this Public Notice as Appendix A.

For the reasons stated below and pursuant to sections 310(d) and 214 of the Act, the International Bureau finds that it is in the public interest, convenience, and necessity to grant (1) the assignment and transfer of control applications and (2) the amendments to pending GLP applications referenced above, SUBJECT TO the conditions set forth in this Public Notice and attachments.

The comments submitted do not provide a basis to deny these applications. Mr. Bible's unadjudicated allegations of fraud committed against shareholders and bondholders involve non-FCC related conduct violations that should be resolved by a court with proper jurisdiction and not be pre-judged by the Commission's processes. Accordingly, his request to deny the applications does not raise any issue relevant to the Bureau's considerations under section 214(a) and 310(d). Iridium Satellite, LLC's request to impose a condition that the Applicants comply with the outcome of the *BIG LEO Bands Rulemaking* is unnecessary because all Commission licensees must adhere to all applicable Commission rules and policies. The Applicants and Iridium will be subject to any Commission decision in that proceeding. See *Review of the Spectrum Sharing Plan among Non-Geostationary Satellite Orbit Mobile Satellite Service Systems in the 1.6/2.4 GHz Bands*, IB Docket No., 02-364, Report and Order and Notice of Proposed Rulemaking, 18 FCC Rcd 1962 (2003).

No significant competitive concerns are raised by this transaction. Currently, Globalstar provides first-generation mobile satellite service ("MSS") within the United States and between the United States and foreign points. NGLLC, a newly formed company, is not providing MSS in these geographic markets and does not possess market share in the United States. Granting the applications, therefore, will not reduce the number of MSS competitors. Approval of the proposed transactions, however, will bolster the commercial viability of Globalstar in the provision of MSS within the United States and between the United States and foreign points.

Under the Commission's precedent, the Bureau accords the appropriate level of deference to the Executive Branch's expertise on national security and law enforcement issues, and the Executive Branch Entities' Petition to Adopt Conditions to Authorizations and Licenses is granted. The conditions contained in the Assumption Agreement entered into by the Executive Branch Entities and the Applicants address the Executive Branch's stated concerns regarding national security, law enforcement, and public safety.

CONDITIONS

- (1) Grant of the above-referenced applications is SUBJECT TO the provisions of the Assumption Agreement, dated February 23, 2004, between NGLLC, GUSA, GC, TCP (on behalf of itself and its affiliates, Thermo Satellite LP, Thermo Investments L.P., and Thermo Development, Inc.), on the one hand, and the Executive Branch Entities on the other hand.

As noted in the Assumption Agreement, GLP, GUSA, and GC ("Prior Globalstar Entities"), the Executive Branch Entities, and Vodafone Group Plc and Vodafone Americas, Inc. ("Vodafone Entities") entered into an *Amendment and Non-Objection Agreements* as of August 8, 2002. Pursuant to this agreement, the Prior Globalstar Entities succeeded to the rights and responsibilities of the Vodafone Entities under: (1) the *Globalstar Agreement* entered into on June 18, 1999 (see *Application of AirTouch Communications, Inc., Transferor, and Vodafone Group Plc., Transferee*, Memorandum Opinion and Order, 14 FCC Rcd 9430 (WTB 1999)); (2) the *Transition Agreement* entered into on December 1, 1999 (see File No. ITC-214-19991229-00795); and (3) the *Globalstar USA, Inc. Implementation Plan* dated December 1, 1999 but effective on January 19, 2000 (collectively the *Globalstar Agreements*). The June 18, 1999 *Globalstar Agreement* is a matter of record before the Commission in DA No. 99-304. The *Transition Agreement* and the *Globalstar USA*,

Inc. Implementation Plan are confidential agreements between Vodafone Airtouch/Globalstar USA and the Executive Branch Entities.

Under the Assumption Agreement, TCP (on behalf of itself and its affiliates, Thermo Satellite LP, Thermo Investments L.P., and Thermo Development, Inc.), NGLLC, GUSA, and GC, shall, among other things, become successors in interest to the *Globalstar Agreements* and, on behalf of themselves, their parent and subsidiary companies, and any affiliated company they control, assume all rights and obligations of the Prior Globalstar Entities, abide by all terms and conditions of each of the *Globalstar Agreements*, and ensure the continued faithful execution of the *Globalstar Agreements* by GUSA and any successor-in-interest to GUSA.

The Assumption Agreement is attached to this Public Notice as Appendix A.

- (2) By this approval, the parties are authorized to proceed to the final stages of their respective transactions. Section 25.119(f) of the Commission's rules provides that assignments and transfers of control must be completed within 60 days from the date of authorization. Within 30 days of consummation, licensees must notify the Commission by letter of the date of consummation. An assignment or a transfer shall not be considered complete until the underlying transaction closes and all conditions set forth in the grant documents, including this Public Notice and application, are met. Upon receipt of the notification required by section 25.119(f) of the Commission's rules, and satisfaction of all conditions, the Bureau will consider the transfer "complete."
- (3) Failure to comply with all relevant Commission rules, policies, or any specific condition described above will result in automatic cancellation of the Commission's approval, dismissal of the underlying application, and could result in fines and forfeitures.
- (4) Grant of the applications listed above is without prejudice to whatever enforcement action may be deemed appropriate arising from the facts discussed herein. Grant of the application(s) listed above is without prejudice to any action that the Commission may take on related assignment or transfer of control applications or on any matter related to the above listed applications.

Pursuant to section 1.103 of the Commission's rules, 47 C.F.R. § 1.103, this decision is effective upon release of this Public Notice. Petitions for reconsideration under section 1.106 or applications for review under section 1.115 of the Commission's rules, 47 C.F.R. §§ 1.106, 1.115, in regard to the grant of any of these applications may be filed within thirty days of this public notice. *See* 47 C.F.R. § 1.4(b)(2).

For information regarding this Public Notice, please contact the International Bureau's Policy Division, (202) 418-1460 or the Satellite Division, International Bureau, (202) 418-0719.

By the Chief, International Bureau

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Appendix A
Assumption Agreement

ASSUMPTION AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into as of this 23rd day of February, 2004, by and among (i) New Operating Globalstar LLC, a Delaware limited liability company and the purchaser of the Assets of Globalstar, L.P. (“GLP”) as described herein (“New Globalstar”); (ii) Globalstar USA, LLC, a Delaware limited liability company and an indirect, wholly-owned subsidiary of New Globalstar (“GUSA”); (iii) Globalstar Corporation, a Delaware corporation and the sole member of GUSA; (iv) Thermo Capital Partners, L.L.C., a Colorado limited liability company, on behalf of itself and its affiliates, Thermo Satellite LP, Thermo Investments L.P. and Thermo Development, Inc. (“Thermo” or “Buyer”); (v) the United States Department of Defense (“DoD”); (vi) the United States Department of Justice (“DoJ”); and (vii) the Federal Bureau of Investigation (“FBI”). New Globalstar, GUSA and Globalstar Corporation are collectively referred to herein as the “Globalstar Entities.” The DoD, DoJ and FBI are collectively referred to herein as the “Government Entities.” The Globalstar Entities, the Buyer and the Government Entities are collectively referred to herein as the “Parties.”

WHEREAS, pursuant to an *Amendment and Non-objection Agreement* entered into as of August 8, 2002, by and among the Government Entities, Globalstar, L.P. (“GLP”), GUSA and Globalstar Corporation (the “Prior Globalstar Entities”) and Vodafone Group Plc and Vodafone Americas, Inc. (the “Vodafone Entities”), the Prior Globalstar Entities succeeded to the rights and responsibilities of the Vodafone Entities under (1) the Globalstar Agreement (“Globalstar Agreement”) entered into on June 18, 1999 between the Government Entities and the Vodafone entities; (2) the Transition Agreement (the “GUSA Transition Agreement”) entered into on December 1, 1999 between the Government Entities, GUSA and Vodafone Group Plc, and (3) the Globalstar USA, Inc. Implementation Plan (the “GUSA Implementation Plan”) dated December 1, 1999, but effective on January 18, 2000, and entered into between the Government Entities, GUSA and Vodafone Group Plc (collectively the “Globalstar Agreements”); and

WHEREAS, the lawful Electronic Surveillance capabilities contemplated by the Globalstar Agreements have been implemented and are functioning properly for all GLP Domestic Telecommunication provided by GUSA; and

WHEREAS, on December 2, 2003, the U.S. Bankruptcy Court for the District of Delaware entered an order approving the sale (the “Sale”) of substantially all of GLP’s assets (the “Assets”) to the Buyer pursuant to Section 363 of the U.S. Bankruptcy Code; and

WHEREAS, among the Assets are all of the shares of Globalstar Corporation and its membership interest in GUSA; and

WHEREAS, on December 5, 2003, GLP, the Buyer and the Official Committee

of Creditors of GLP entered into an Asset Contribution Agreement (“ACA”) and associated agreements implementing the Sale; and

WHEREAS, at the ACA’s Contribution Date of December 5, 2003, GLP contributed the Assets to New Globalstar in which GLP holds a 92.4 percent membership interest; and

WHEREAS, at the ACA’s Interest Acquisition Date, which will occur following the Federal Communications Commission’s (“FCC”) consent to the assignment and transfer of certain FCC licenses necessary for operation of the Globalstar Entities’ satellite telecommunications system (the “Globalstar System”), the Buyer will own 81.25 percent of the membership shares of New Globalstar and will control the licenses for the Globalstar System within the meaning of the Communications Act of 1934, as amended, and the regulations adopted thereunder; and

WHEREAS, New Globalstar and the Buyer desire to secure the consent of the Government Entities to the assumption by the Buyer of responsibility to operate and maintain lawful Electronic Surveillance capability and to protect from unauthorized disclosure the contents of Wire or Electronic Communications pursuant to the Globalstar Agreements.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and intending to be legally bound, the Parties agree as follows:

1. Assumption of Rights and Obligations. By execution of this Agreement, the Buyer and the Globalstar Entities, jointly and severally, become successors in interest to the Prior Globalstar Entities under the Globalstar Agreements, and shall, on behalf of themselves, their parent and subsidiary companies, and any affiliated company they Control, assume all the rights and obligations of the Prior Globalstar Entities, abide by all terms and conditions of each of the Globalstar Agreements, and ensure the continued faithful execution of the Globalstar Agreements by GUSA and any successor-in-interest to GUSA.
2. Non-Objection. Following execution of this Agreement, Thermo shall provide a fully executed copy of this Agreement to the FCC which shall serve as notice to the FCC that none of the Government Entities objects to consummation of the Sale of GLP’s Assets. For the avoidance of doubt, the non-objection applies only to the subject matter of the Globalstar Agreements and does not apply to any other matter, such as a Hart-Scott-Rodino review, within the jurisdiction of any of the Government Entities.

3. Effective Date of Buyer's Rights and Obligations. This Agreement will become effective, as to the Buyer, upon the occurrence of the Interest Acquisition Date pursuant to the terms and conditions of the ACA.

4. Miscellaneous.

4.1. Definitions. Unless expressly defined otherwise herein, capitalized terms used in this Agreement shall have the meaning ascribed to them in the Globalstar Agreement, GUSA Transition Agreement, GUSA Implementation Plan, or Amendment and Non-objection Agreement, as applicable.

4.2. Right to Make and Perform Agreement. The Buyer and the Globalstar Entities, jointly and severally, represent that they have and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform its obligations hereunder and that this Agreement is a legal, valid, and binding obligation of the Buyer and the Globalstar Entities enforceable in accordance with its terms.

4.3. Forum Selection. A civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

4.4. Severability. The provisions of this Agreement shall be severable and if any provision of this Agreement or its application under any circumstance is held to be unenforceable by a U.S. court of competent jurisdiction, then the invalidity of such specific provision shall not be held to invalidate any other provision herein or the application of any provision herein and such other provision shall remain in force and effect.

4.5. Assignment; Binding Effect. No party hereto may assign any right, remedy, obligation or liability arising hereunder without the prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

4.6. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (with receipt confirmed), the next business day if sent by overnight mail or on the third business day after posting thereof by certified United States mail, return receipt requested, prepaid and addressed as follows (or at such other addresses as the Parties may designate by notice in the manner aforesaid):

If to the Government Entities:

Department of Justice
Assistant Attorney General
Criminal Division
Main Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Department of Defense
General Counsel
1600 Defense Pentagon
Washington, DC 20301

Federal Bureau of Investigation
Assistant Director
National Security Division
935 Pennsylvania Avenue, N.W.
Washington, DC 20535

If to the Globalstar Entities and New Globalstar:

Globalstar, L.P.
3100 Zanker Road
San Jose, California 95134
Attn: William F. Adler, Esq.
Fax No.: (408) 933-4950

Globalstar USA, LLC
3110 Zanker Road
San Jose, California 95134
Attn: Mary Beth Mayo, Esq.
Fax No. (408) 933-_____

Globalstar Corporation
3110 Zanker Road
San Jose, California 95134
Attn: William F. Adler, Esq.
Fax No. (408) 933-4950

New Operating Globalstar LLC
3110 Zanker Road
San Jose, CA 95134
Attn: William F. Adler, Esq.
Fax No. (408) 933-4950

If to Thermo:

Thermo Capital Partners, L.L.C.
644 Governor Nichols Street
New Orleans, LA 70116
Attn: James Monroe III
Fax No.: (504)-585-1393

With a copy to:

Thomas Gutierrez
Lukas Nace Gutierrez & Sachs, Chartered
1111 - 19th Street, N.W.
Washington, DC 20036
Fax: (202) 857-5747

4.7. No Waiver. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. No single or partial exercise of any right, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

4.8. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

4.9. Modification. If at any time either the DoJ, FBI or DoD determines, in its sole discretion, that the Globalstar Agreements are inadequate to address national security, law enforcement or public safety concerns, the Globalstar Entities and the Buyer shall negotiate promptly and in good faith modifications to the Globalstar Agreements that adequately address those concerns. In the event that the Parties are unable to agree on such modifications, the DoJ, FBI or DoD reserves the right to request that the FCC further modify, condition, revoke, cancel or render null and void any license, permit, or other authorization granted by the FCC to the Buyer or any of the Globalstar Entities, or to seek any other appropriate relief.

4.10. Amendments. This Agreement may be amended only in a written document signed by all of the Parties.

4.11. Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

4.12. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior oral and written agreements and understandings among the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Thermo Capital Partners, L.L.C.

(Signature)

(Printed name)

(Title)

Globalstar USA, LLC

(Signature)

(Printed name)

(Title)

Globalstar Corporation

(Signature)

(Printed name)

(Title)

New Operating Globalstar LLC

(Signature)

(Printed name)

(Title)

United States Department of Defense

(Signature)

(Printed name)

(Title)

United States Department of Justice

/s/ JOHN G. MALCOLM

(Signature)

John G. Malcolm

(Printed name)

Deputy Assistant Attorney General

(Title)

Federal Bureau of Investigation

/s/ PATRICK W. KELLEY

(Signature)

Patrick W. Kelley

(Printed name)

Deputy General Counsel

(Title)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Thermo Capital Partners, L.L.C.

[Handwritten Signature]
(Signature)

James F. Lynch
(Printed name)

Manager
(Title)

Globalstar USA, LLC

Mary E. Mayo
(Signature)

MARY E. MAYO
(Printed name)

Secretary
(Title)

Globalstar Corporation

William F. Goer
(Signature)

WILLIAM F. GOER
(Printed name)

SECRETARY
(Title)

New Operating Globalstar LLC

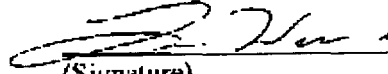
Anthony J. Navarra
(Signature)

ANTHONY J. NAVARRA
(Printed name)

PRESIDENT

(Title)

United States Department of Defense



(Signature)

Linda Wells

(Printed name)

Private Person ASD (111)

(Title)

United States Department of Justice

(Signature)

(Printed name)

(Title)

Federal Bureau of Investigation

(Signature)

(Printed name)

(Title)