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Received

JAN 06 2005

Policy Division, 2005
January 5, 2005
International Bureau

RECEIVED

JAN - 5 2005

Federal Communications Commission
Office of Secretary

HAND DELIVERY

Mr. Thomas S. Tycz
Chief, Satellite Division
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

Re: Transmittal of Executed Non-Contingent Satellite Construction Contract

**FCC File No. SAT-LOA-20030827-00173, as amended SAT-AMD-
20031009-00312, Call Sign S2486**

Dear Mr. Tycz:

Rainbow DBS Company LLC ("Rainbow DBS"),^{1/} by its counsel, is pleased to submit this letter demonstrating that it has entered into a non-contingent satellite construction contract for the above-referenced satellite space station authorization.

On November 22, 2003, Rainbow DBS submitted a contract for the construction of five Ka-band satellite space stations,^{2/} but that filing was only designed to satisfy the Commission's contract execution milestone requirement under the space station application processing rules^{3/} for the four authorizations originally issued in November 2003. The contractual provisions for

^{1/} Rainbow DBS is a wholly-owned subsidiary of Cablevision Systems Corporation ("Cablevision").

^{2/} See Letter from Benjamin J. Griffin and Christopher R. Bjornson, Counsel for Rainbow DBS, to Thomas S. Tycz, Chief, Satellite Division (Nov. 22, 2004).

^{3/} 47 C.F.R. § 25.164(b), (c). See also Amendment of the Commission's Space Station Licensing Rules and Policies, *First Report and Order and Further Notice of Proposed Rulemaking*, 18 FCC Rcd 10760, 10829-31 ¶¶ 179-85 (2003) ("Space Station Reform Order").

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

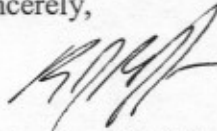
Thomas S. Tycz
January 5, 2005
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the fifth satellite contained an option to terminate the contract with respect to that satellite, without penalty by January 5, 2005. In the November 22, 2004 transmittal, Rainbow DBS indicated that, in order to demonstrate that it had entered into a non-contingent contract for the fifth satellite in fulfillment of its milestone obligations, it would advise the Commission by January 5, 2005 whether or not Rainbow DBS had exercised its termination option. This letter, and the attached letter to Lockheed Martin Corporation serves to notify the Commission that Rainbow DBS has waived its termination right under the contract and, therefore, has satisfied its obligation to enter into a non-contingent contract for the above-referenced authorization.

Because it has now entered into a non-contingent contract for the above-referenced authorization, pursuant to the Commission's space station processing rules, Rainbow DBS is entitled to a reduction in its bond covering the above-referenced authorization once the Commission confirms that Rainbow DBS has entered into a non-contingent satellite construction contract.^{4/} Please notify us when you have completed this review so that we may reduce the bond for the space station accordingly. A copy of this letter is attached to be date-stamped. Please return it with our courier.

Should you have any questions regarding this request, please contact the undersigned.

Sincerely,

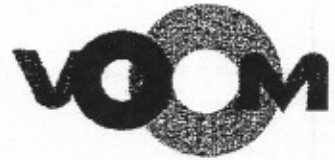


Benjamin J. Griffin
Christopher R. Bjornson

cc: Marlene Dortch
Kevin McCann, Lockheed Martin Corporation
Kevin F. Reardon, Lockheed Martin Corporation

WDC 358787v1

^{4/} See 47 C.F.R. § 25.149(d).



January 5, 2005

Mr. Kevin McCann
Lockheed Martin Commercial Space Systems
100 Campus Drive
Newtown, PA 18940

Re: Contract No. 1182004, Ka 3 Spacecraft

Dear Mr. McCann:

Under Section 17.7 of the above-referenced contract between Rainbow DBS Company LLC ("Rainbow DBS") and Lockheed Martin Corporation ("Lockheed Martin"), Rainbow DBS has the right to terminate its obligations with respect to the Ka 3 Spacecraft and associated Deliverable Items without liability by providing notice to Lockheed Martin on or before January 5, 2005. This letter serves to notify Lockheed Martin that Rainbow DBS is waiving this right under the contract.

Please proceed with the Ka 3 program and begin invoicing Rainbow DBS in accordance with the milestone payment plan provided in the contract. Should you have any questions regarding this request, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven J. Pontillo".

Steven J. Pontillo
Executive Vice President of Broadcasting and
Technology

cc: Marlene Dortch, Federal Communications Commission
Kevin F. Reardon, Lockheed Martin Corporation

WDC 358794v1