

November 14, 2007

Ms. Helen Domenici
Chief, International Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: *Globalstar Licensee LLC and Open Range Communications, Inc.-- Notification of Spectrum Manager Lease Agreement (Call Sign S2115)*

Dear Ms. Domenici:

Globalstar Licensee LLC (“Globalstar”) and Open Range Communications, Inc. (“Open Range”) hereby notify the Commission that on October 31, 2007, they executed a long-term Spectrum Manager Lease Agreement (“Lease Agreement”) pursuant to which Open Range will provide the terrestrial component of Globalstar’s and Open Range’s planned rural broadband service, to be deployed in accordance with the terms of Globalstar’s Ancillary Terrestrial Component (“ATC”) authority granted by the International Bureau in January 2006.^{1/}

The Commission’s Part 25 rules governing Mobile Satellite Service (“MSS”) licensees’ deployment of ATC systems do not contain any provisions requiring that MSS licensees provide notice to the Commission prior to commencing operations under agreements for the lease of their spectrum. Similarly, the spectrum leasing provisions contained in Part 1 of the Commission’s rules^{2/} do not include satellite providers among the list of licensees that must file notifications of spectrum leasing arrangements with the Commission. As the Commission has recognized, however, its satellite licensing policies already provide flexibility for licensees to enter into contractual arrangements governing the use of their spectrum in order to promote efficiency.^{3/}

1/ See Globalstar LLC, Request for authority to implement an ancillary terrestrial component for the Globalstar Big LEO Mobile Satellite Service (MSS) system (Call Sign S2115), *Order and Authorization*, File No. SAT-MOD-20050301-00054, 21 FCC Rcd 398 (International Bureau 2006). The Commission recently issued a Notice of Proposed Rulemaking seeking comment on whether to expand the amount of its assigned spectrum on which Globalstar may provide ATC services. See *Spectrum and Service Rules for Ancillary Terrestrial Components in the 1.6/2.4 GHz Big LEO Bands, Second Order on Reconsideration, Second Report and Order, and Notice of Proposed Rulemaking*, FCC 07-194 (rel. Nov. 9, 2007). By its terms, the Globalstar-Open Range Lease Agreement will not become effective until the Commission completes that proceeding.

2/ See 47 C.F.R. § 1.9005.

3/ See *Promoting Efficient Use of Spectrum through Elimination of Barriers to the Development of Secondary Markets, Second Report and Order, Order on Reconsideration, and*

Moreover, the Commission has indicated that an MSS carrier may choose to deploy ATC services through a lease of some or all of its spectrum to a terrestrial provider, so long as the gating criteria contained in the Commission's rules governing ATC services are met.^{4/} In sum, the Commission's rules and precedents permit an MSS licensee to enter into an agreement for the lease of its ATC spectrum capacity. Nevertheless, in order to keep the Commission informed, Globalstar and Open Range summarize below the terms of the Lease Agreement, which has been modeled after the "Spectrum Manager" leases into which terrestrial wireless licensees routinely enter.

I. General Provisions

Consistent with the Commission's Part 1 rules governing "Spectrum Manager" leases,^{5/} the Lease Agreement provides that, for long as it is in effect, Globalstar and Open Range will retain the following rights and responsibilities:

Second Further Notice of Proposed Rulemaking, 19 FCC Rcd 17503 at ¶ 66 n. 166 (*citations omitted*):

We...note that there already exists a robust secondary market for parties seeking to gain access to spectrum in our satellite services. We adopted rules to encourage the development of a secondary market for certain satellite operators in the *First Space Station Reform Order*....We also eliminated the anti-trafficking rule for satellite operators to enable NGSO and GSO MSS licensees to buy and sell spectrum to each other in a secondary market after licenses are issued. We noted that secondary markets can provide benefits to satellite users and consumers not only through the outright transfer of licenses, but also through partial redistribution or transfer of unused spectrum. By encouraging satellite licensees to sell unused spectrum to other parties willing to put the spectrum into use, we allow parties flexibility to transfer satellite bandwidth to more efficient uses in response to changing market conditions and consumer demands, and we allow marketplace forces to determine which companies succeed.

4/ See Flexibility for the delivery of Mobile Satellite Service Providers in the 2 GHz Band, the L-Band, and the 1.6/2.4 GHz Bands, *Report and Order and Notice of Proposed Rulemaking*, 18 FCC Rcd 1962 (2003) at ¶ 3 n. 5 ("[E]ven if an MSS licensee were to enter an agreement to lease some or all of the access to its authorized MSS spectrum to a terrestrial licensee, such spectrum could only be used if its usage met the requirements to ensure it remains ancillary to MSS and were used in conjunction with MSS operations, *i.e.*, that it met all of our gating requirements.").

5/ See 47 C.F.R. § 1.9020.

Globalstar Rights and Responsibilities

1. Globalstar will retain both *de jure* and *de facto* control over all of its licensed spectrum – whether used to provide MSS or ATC services.
2. Globalstar will remain directly and primarily responsible for ensuring its own and Open Range’s compliance with the Communications Act and applicable Commission policies and rules.
3. Globalstar will retain responsibility for maintaining its compliance with applicable eligibility and ownership requirements imposed on it pursuant to its MSS and ATC license authorizations.
4. Globalstar will retain a copy of the spectrum leasing agreement and make it available upon request by the Commission.
5. Globalstar will retain responsibility for payment of all regulatory fees that may be required in connection with the subscriber units associated with its operations.
6. Globalstar will retain responsibility for meeting any 911 requirements that may apply in connection with its offering of MSS services.

Open Range Rights and Responsibilities

1. Open Range will comply with the Communications Act and with Commission requirements associated with Globalstar’s MSS and ATC license authorizations.
2. Open Range will retain responsibility for establishing that it meets all applicable eligibility and qualification requirements applicable to spectrum lessees.
3. Open Range will comply with any obligations that apply directly to it as a result of its own status as a service provider (*e.g.*, Title II obligations to the extent that Open Range acts as a telecommunications carrier or acts as a common carrier).
4. Open Range will remain independently accountable to the Commission for complying with applicable provisions of the Communications Act and Commission policies and rules, including those that apply directly to it as a result of its own status as a service provider.
5. Open Range will cooperate fully with any investigation or inquiry conducted by either the Commission or Globalstar, allow the Commission or Globalstar to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or Globalstar.
6. Open Range must retain a copy of the spectrum leasing agreement and make it available upon request by the Commission.

7. Open Range will comply with the interference and radiofrequency (RF) safety rules applicable to Globalstar's use of the spectrum.
8. Open Range will be responsible for payment of all regulatory fees that may be required in connection with the subscriber units associated with its operations.
9. Open Range will retain responsibility for meeting any E-911 requirements that may apply in connection with its offering of ATC services.

II. Additional Information and Certifications

Consistent with the Commission's Part 1 leasing rules and leasing notification form,^{6/} Globalstar and Open Range provide the following additional information and make the following certifications concerning the Lease Agreement:

Type of Lease

Long Term Spectrum Manager Lease Agreement.

Term of Lease

Same as License Term for Call Sign S2115, with options for renewal.

Licensee Information

FCC Registration Number ("FRN"): 0015272651
Legal Entity Type: Limited Liability Company
Licensee Name: Globalstar Licensee LLC
Licensee Address: 461 S. Milpitas Boulevard
Milpitas, CA 95035
Tel: 408-933-4525
Fax: 408-933-4960

Licensee Contact Information

Globalstar Licensee LLC
461 S. Milpitas Boulevard
Milpitas, CA 95035
Tel: 408-933-4525

^{6/} See *id.* See also FCC Form 608 – FCC Application or Notification for Spectrum Leasing Arrangement or Private Commons Arrangement: Wireless Telecommunications Bureau; Public Safety and Homeland Security Bureau.

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Fax: 408-933-4960
Attn: Mr. Anthony J. Navarra, President

with a copy to:
William T. Lake, Esquire
WilmerHale
1875 Pennsylvania Avenue, NW
Washington, DC 20006
Tel: 202-663-6000
Direct: 202-663-6725
Fax: 202-663-6363

Lessee Information

FCC Registration Number ("FRN"):	0015246895
Legal Entity Type:	Corporation
Licensee Name:	Open Range Communications, Inc.
Licensee Address:	6465 South Greenwood Plaza Boulevard Centennial, CO 80111 Tel: (303) 376-2111

Lessee Real Party In Interest:	Open Range Communications, Inc. (same as Lessee)
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Lessee Contact Information

Open Range Communications, Inc.
6465 South Greenwood Plaza Boulevard
Centennial, CO 80111
Tel: (303) 376-2111
Attn: Mr. William S. Beans, Chairman and CEO

with a copy to:
Joe D. Edge, Esquire
Drinker Biddle & Reath LLP
1500 K Street, N.W., Suite 1100
Washington, DC 20009
Phone: 202-842-8800
Direct: 202-842-8809
Fax: 202-842-8465

Lessee Ownership Disclosure Information

Open Range has a current Ownership Report on file with the Commission. See FCC File No. 0002931271.

Lessee Alien Ownership Certifications

Open Range hereby certifies as follows:

1. It is not a foreign government or the representative of a foreign government.
2. It is not an alien or the representative of an alien.
3. It is not a corporation organized under the laws of a foreign government.
4. It is not a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representative or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country.
5. It is not directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country.

Lessee Basic Qualification Certifications

1. Neither Open Range nor any party to this Lease Agreement has had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission.
2. Neither Open Range, any party directly or indirectly controlling Open Range, or any party to this Lease Agreement has ever been convicted of a felony by any state or federal court.
3. No court has finally adjudicated Open Range or any party directly or indirectly controlling Open Range guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control, manufacture or sale of radio apparatus, exclusive traffic arrangements or any other means or unfair methods of competition.

Licensee Certification Statements

1. Globalstar agrees that the Lease Agreement is not a sale or transfer of the license itself.

2. Globalstar certifies that it will not consent to assignment of the Lease Agreement except to the extent such assignment complies with the Commission's rules and regulations.
3. Globalstar certifies that it holds exclusive use rights to the licensed spectrum.
4. Globalstar certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.

Lessee Certification Statements

1. Open Range agrees that the Lease is not a sale or transfer of the license itself.
2. Open Range acknowledges that it is required to comply with the Commission's Rules and regulations and other applicable law at all times, and if it fails to so comply, the Lease Agreement may be revoked, cancelled, or terminated by either Globalstar or the Commission.
3. Open Range certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance.
4. Open Range hereby accepts Commission oversight and enforcement consistent with Globalstar's license authorization. Open Range acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or Globalstar, allow the Commission or Globalstar to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or Globalstar to the extent that such suspension of operation would be consistent with applicable Commission policies.
5. Open Range acknowledges that in the event an authorization held by Globalstar is revoked, cancelled, terminated, or otherwise ceases to be in effect, Open Range will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which Globalstar ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.
6. Open Range agrees that the Lease Agreement shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's rules and regulations.
7. Open Range waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.

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8. Open Range certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.
9. Open Range certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith.

Should there be any questions concerning this matter, please contact the undersigned.

Sincerely yours,

/s/ William T. Lake

William T. Lake
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and Dorr LLP
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(202) 663-6725

Counsel to Globalstar Licensee LLC

/s/ Joe D. Edge

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Counsel to Open Range Communications, Inc.

cc: Robert Nelson
Karl Kensinger
Howard Griboff
Paul Locke