

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 16, 2011

GLOBALSTAR, INC.

(Exact name of registrant as specified in its charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-33117  
(Commission  
File Number)

41-2116508  
(IRS Employer  
Identification No.)

300 Holiday Square Blvd. Covington, LA  
(Address of Principal Executive Offices)

70433  
(Zip Code)

Registrant's telephone number, including area code: (985) 335-1500

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.***Amendment to Facility Agreement*

On March 16, 2011, Globalstar, Inc. entered into an amendment to its Facility Agreement with the lenders and agent party thereto. The amendment extended to March 31, 2011 the deadline for Globalstar to deliver to the lenders a certified copy of an initial special temporary authority from the United States Federal Communications Commission (FCC).

**Item 8.01 Other Events.**

On March 18, 2011, the International Bureau of the FCC adopted and released an order that modified licenses held by certain Globalstar subsidiaries that, among other things, will allow Globalstar to transmit signals from its second-generation satellites to ground stations and mobile earth terminals in the United States, effective upon French authorization of space operations under French law and registration of the satellites under the United Nations Registration Convention.

A press release regarding the FCC action is filed as Exhibit 99.1 to this Form 8-K.

**Item 9.01 Financial Statements and Exhibits.***(d) Exhibits.*

10.1 Amendment #5 to Facility Agreement dated March 16, 2011

99.1 Press Release dated March 21, 2011

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GLOBALSTAR, INC.

/s/ L. Barbee Ponder IV

L. Barbee Ponder IV

Vice President of Regulatory Affairs and  
General Counsel

Date: March 21, 2011

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## AMENDMENT LETTER NO.5

Globalstar, Inc. (the “**Borrower**”)  
461 South Milpitas Blvd.  
Milpitas  
CA 95035  
United States of America  
Attention: James Monroe III

16 March 2011

Dear Sirs,

**Facility Agreement dated 5 June 2009 between the Borrower, BNP Paribas, Société Générale, Natixis, Crédit Agricole Corporate and Investment Bank and Crédit Industriel et Commercial as the Mandated Lead Arrangers, BNP Paribas as the Security Agent and the COFACE Agent and the banks and financial institutions listed in Schedule 1 thereto as the Original Lenders as amended pursuant to the Amendment Letters (as defined below) (the “Facility Agreement”).**

**1. Introduction**

- (a) We refer to:
- (i) the Facility Agreement;
  - (ii) the first amendment letter to the Facility Agreement dated 29 June 2009 and entered into between, amongst others, the Obligors and the other parties to the Facility Agreement;
  - (iii) the second amendment letter to the Facility Agreement dated 9 April 2010 and entered into between, amongst others, the Obligors and the other parties to the Facility Agreement;
  - (iv) the third amendment letter to the Facility Agreement dated 28 October 2010 and entered into between, amongst others, the Obligors and the other parties to the Facility Agreement (“**Amendment Letter No. 3**”); and
  - (v) the fourth amendment letter to the Facility Agreement dated 22 December 2010 and entered into between, amongst others, the Obligors and the other parties to the Facility Agreement,

such letters referred to in paragraphs (a)(ii) to (v) (inclusive), together the “**Amendment Letters**”.

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- (b) In this Letter, “**US Licence**” means the licence with Call Sign S2115 and file numbers SAT-MOD-20080904-00165 and SAT-AMD-20091221-00147.
- (c) Terms and expressions defined in the Facility Agreement shall, unless the context otherwise requires, have the same meaning when used in this letter (the “**Letter**”).
- (d) We write to you in our capacity as COFACE Agent under the Facility Agreement.

**2. Waiver of Amendment Letter No.3**

- (a) We refer to clause 4(b) (*US Licence*) of Amendment Letter No.3.
  - (b) Subject to the terms of this Letter, the Lenders agree to waive the obligation of the Borrower to deliver to the COFACE Agent, in form and substance satisfactory to the COFACE Agent, a certified copy of the US Licence (or such other Authorisation in substitution for such licence) not later than 28 February 2011 *provided that*:
    - (i) the Borrower shall deliver to the COFACE Agent:
      - (A) promptly following receipt thereof; and
      - (B) by no later than 31 March 2011,

in form and substance satisfactory to the COFACE Agent, a certified copy of a special temporary authority granted by the FCC which licences the Borrower to commercially operate its ground stations in connection with its existing and future satellites in the United States of America for a period of no less than ninety (90) days (the “**Initial Special Temporary Authority**”); and
    - (ii) the Borrower shall:
      - (A) obtain from the FCC the renewal and/or replacement of the Initial Special Temporary Authority (on terms no less favourable than those of the Initial Special Temporary Authority), for the period from the expiry of the Initial Special Temporary Authority until the COFACE Agent shall have received a certified copy of the US Licence, in form and substance satisfactory to it; and
      - (B) promptly following receipt thereof, deliver to the COFACE Agent a certified copy of any such renewal or replacement Initial Special Temporary Authority.
  - (c) If either:
    - (i) a certified copy of the Initial Special Temporary Authority is not delivered to the COFACE Agent on or before 31 March 2011; or
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- (ii) a certified copy of any renewal or replacement of the Initial Special Temporary Authority (as required pursuant to paragraph (ii) above),

is not, in each case, delivered to the COFACE Agent prior to the receipt of a certified copy of the US Licence by the COFACE Agent, then the waiver referred to in Clause 2(b) shall immediately end and the Lenders may exercise their rights and remedies under the Finance Documents in connection with the breach of the Borrower's obligations under clause 4(b) (*US Licence*) of Amendment Letter No. 3 (including, without limitation, their rights under clause 24 (*Remedies upon an Event of Default*) of the Facility Agreement).

### 3. US Licence

The Borrower shall deliver to the COFACE Agent a certified copy of the US Licence, in form and substance satisfactory to the COFACE Agent, promptly following receipt thereof, and in any event not later than the earlier of:

- (a) 15 September 2011; and
- (b) the expiry of:
  - (i) the Initial Special Temporary Authority; or
  - (ii) any renewal or replacement Initial Special Temporary Authority referred to in Clause 2(b)(ii) (*Waiver of Amendment Letter No.3*) above.

### 4. Information Undertaking

The Borrower shall deliver to the COFACE Agent:

- (a) twice per calendar month on the 1<sup>st</sup> and 15<sup>th</sup> of each month (or if such dates are not working days in the place of incorporation of the Borrower, on the immediately preceding working day) and for the first time on 1st April 2011, a written report (in form and substance satisfactory to the COFACE Agent) regarding the status of the US Licence; and
- (b) promptly upon request, such further information regarding the status of the US Licence (including any requested amplification or explanation with respect to the status of the application for the US Licence) as any Finance Party or COFACE (through the COFACE Agent) may request.

### 5. Default

Any failure by the Borrower to comply with this Letter shall constitute an Event of Default pursuant to clause 23.3 (*Other Obligations*) of the Facility Agreement.

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**6. Reservation of Rights**

Nothing in this Letter shall constitute or be deemed to constitute a waiver of the rights of any Finance Party under any of the Finance Documents or any amendment of the Finance Documents except as expressly set out in Clauses 2 (*Waiver of Amendment Letter No.3*), 3 (*US Licence*), 4 (*Information Undertaking*) and 5 (*Default*) above.

**7. Terms Incorporated**

The provisions of the following clauses of the Facility Agreement are incorporated into this Letter, *mutatis mutandis*, as if set out in this Letter with references to “*this Agreement*” being construed as references to this Letter: clause 35 (*Partial Invalidity*), clause 38 (*Counterparts*), clause 39 (*Governing Law*) and clause 40 (*Enforcement*).

**8. Finance Document**

This Letter shall constitute a Finance Document.

**9. Confirmation**

Each Obligor confirms in favour of the COFACE Agent that:

- (a) it hereby agrees to the terms and conditions of this Letter; and
- (b) notwithstanding this Letter, each Finance Document to which it is a party remains in full force and effect and the rights, duties and obligations of each Obligor are not released, discharged or otherwise impaired by this Letter.

**10. Third Parties Rights**

A person who is not a party to this Letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

We should be grateful if you would sign and return to us the enclosed copy of this Letter by way of your acknowledgement and acceptance of the contents of this Letter.

Yours faithfully,

/s/ Fabrice Pruvost /s/ E. Galzy  
For and on behalf of  
**BNP Paribas**  
as the COFACE Agent

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/s/ Fabrice Pruvost  
/s/ E. Galzy

.....  
**BNP Paribas**  
as Lender

/s/ Arnaud Sarret  
/s/ Nelly Serkisian

.....  
**Natixis**  
as Lender

/s/ Michèle Patri  
/s/ Jaques-Philippe Menville

.....  
**Crédit Industriel et Commercial**  
as Lender

Acknowledged and agreed  
For and on behalf of  
**Globalstar, Inc.**  
as Borrower

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**GSSI, LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**Globalstar C, LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

/s/ Didier Tangley

.....  
**Société Générale**  
as Lender

/s/ Pascale Arnaud

.....  
**Crédit Agricole Corporate and Investment Bank**  
as Lender

Acknowledged and agreed  
For and on behalf of  
**Thermo Funding Company LLC**  
as Obligor

/s/ James Monroe III  
By: James Monroe III  
Title: Manager  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**Globalstar Security Services, LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**Globalstar USA, LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

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Acknowledged and agreed  
For and on behalf of  
**Globalstar Leasing LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**ATSS Canada, Inc.**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**GCL Licensee LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**Globalstar Licensee LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**Spot LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**Globalstar Brazil Holdings, L.P.**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

Acknowledged and agreed  
For and on behalf of  
**GUSA Licensee LLC**  
as Subsidiary Guarantor

/s/ James Monroe III  
By: James Monroe III  
Title: Chairman  
Date: 16 March 2011

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## NEWS

For Immediate Release

### FCC GRANTS GLOBALSTAR AUTHORITY TO OPERATE SECOND-GENERATION SATELLITE CONSTELLATION OVER THE UNITED STATES

**Covington, LA. -- (March 21, 2011)** – Globalstar, Inc. (NASDAQ:GSAT), a leading provider of mobile satellite voice and data services to businesses, governments and consumers, today announced that the International Bureau of the Federal Communications Commission (FCC) has granted Globalstar authority to operate its second-generation satellites within the United States. This authority will become effective once Globalstar completes registering the constellation with France, which is expected to occur in the near future.

Globalstar successfully launched the first six satellites of its second-generation constellation on October 19, 2010. Four of these satellites are now operational and providing revenue bearing services with the remaining two satellites from the first launch expected to reach their operational planes shortly. As permitted by the Commission's decision, once the French registration process is completed, Globalstar will immediately activate its ground and mobile stations in North America to begin communicating with the new satellites, thus improving coverage availability for Globalstar voice and duplex data customers in the United States, Canada, Northern Mexico, Puerto Rico and the surrounding regions. The four new operational satellites have previously been providing improved coverage for Globalstar customers throughout the remainder of the Company's global coverage footprint.

Last week Globalstar announced it had taken delivery of six new second-generation satellites which the Company expects to launch in May. Globalstar plans to conduct two additional launches of six satellites per launch within 60-90 days following the previous launch. All three launches will utilize the highly reliable Soyuz launch vehicle, and each will be conducted from the Baikonur Cosmodrome in Kazakhstan.

#### **About Globalstar, Inc.**

With over 425,000 subscribers, Globalstar is a leading provider of mobile satellite voice and data services. Globalstar offers these services to commercial customers and recreational consumers in more than 120 countries around the world. The Company's products include mobile and fixed satellite telephones, simplex and duplex satellite data modems, the SPOT Satellite GPS Messenger and flexible service packages. Many land based and maritime industries benefit from Globalstar with increased productivity from remote areas beyond cellular and landline service. Global customer segments include: oil and gas, government, mining, forestry, commercial fishing, utilities, military, transportation, heavy construction, emergency preparedness, and business continuity as well as individual recreational users. Globalstar data solutions are ideal for various asset and personal tracking, data monitoring and SCADA applications.

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For more information regarding Globalstar, please visit Globalstar's web site at [www.globalstar.com](http://www.globalstar.com)

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For further **media** information:

**Globalstar, Inc.**

Dean Hirasawa

(408) 933-4006

[Dean.hirasawa@globalstar.com](mailto:Dean.hirasawa@globalstar.com)

### **Safe Harbor Language for Globalstar Releases**

This press release contains certain statements such as, "Last week Globalstar announced it had taken delivery of six new second-generation satellites which the Company expects to launch in May. Globalstar plans to conduct two additional launches of six satellites per launch within 60-90 days following the previous launch," that are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. Forward-looking statements, such as the statements regarding our ability to develop and expand our business, our anticipated capital spending (including for future satellite procurements and launches), our ability to manage costs, our ability to exploit and respond to technological innovation, the effects of laws and regulations (including tax laws and regulations) and legal and regulatory changes, the opportunities for strategic business combinations and the effects of consolidation in our industry on us and our competitors, our anticipated future revenues, our anticipated financial resources, our expectations about the future operational performance of our satellites (including their projected operational lives), the expected strength of and growth prospects for our existing customers and the markets that we serve, commercial acceptance of our new Simplex products, including our SPOT satellite GPS messenger <sup>TM</sup> products, problems relating to the ground-based facilities operated by us or by independent gateway operators, worldwide economic, geopolitical and business conditions and risks associated with doing business on a global basis and other statements contained in this release regarding matters that are not historical facts, involve predictions.

Any forward-looking statements made in this press release speak as of the date made and are not guarantees of future performance. Actual results or developments may differ materially from the expectations expressed or implied in the forward-looking statements, and we undertake no obligation to update any such statements. Additional information on factors that could influence our financial results is included in our filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K as amended by our Current Report on Form 8-K filed June 17, 2010, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

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