

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT*, R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT WITH RESPECT TO
LIGHTSQUARED INC., LIGHTSQUARED INVESTORS HOLDINGS INC., ONE
DOT FOUR CORP., ONE DOT SIX CORP., SKYTERRA ROLLUP LLC,
SKYTERRA ROLLUP SUB LLC, SKYTERRA INVESTORS LLC, TMI
COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP,
LIGHTSQUARED GP INC., LIGHTSQUARED LP, ATC TECHNOLOGIES,
LLC, LIGHTSQUARED CORP., LIGHTSQUARED FINANCE CO.,
LIGHTSQUARED NETWORK LLC, LIGHTSQUARED INC. OF VIRGINIA,
LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD.,
SKYTERRA HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND
ONE DOT SIX TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11
DEBTORS")**

**MOTION RECORD
(Returnable August 21, 2012)**

August 10, 2012

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
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LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD.,
SKYTERRA HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND
ONE DOT SIX TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11
DEBTORS")**

NOTICE OF MOTION

(Returnable on August 21, 2012)

LightSquared LP, on its own behalf and in its capacity as foreign representative of the Chapter 11 Debtors ("**LightSquared**" or the "**Foreign Representative**"), will make a motion to the Court on August 21, 2012 at 10:00 a.m. or as soon after that time as the motion can be heard at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An order substantially in the form of the draft order attached hereto as Schedule "A", *inter alia*:
 - (a) Abridging the time for service and validating service of this Notice of Motion and Motion Record, such that this motion is properly returnable on August 21, 2012;
 - (b) Recognizing in Canada and giving full force and effect in all provinces and territories of Canada, pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C. 36, as amended (the "CCAA"), the following orders (collectively, the "**Foreign Orders**") of the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Bankruptcy Court**") made in the cases commenced by the Chapter 11 Debtors in the U.S. Bankruptcy Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Chapter 11 Cases**"):
 - (i) Order Granting LightSquared's Motion for Order Approving Expedited Procedures for Sale, Transfer, and/or Abandonment of De Minimis Assets; and
 - (ii) Order Pursuant to 11 U.S.C. § 502(b)(9) and Fed. R. Bankr. P. 2002 and 3003(c)(3) Establishing Deadlines for Filing Proofs of Claim and Procedures Relating Thereto and Approving Form and Manner and Notice Thereof; and
 - (c) Approving the supplemental report to the first report of Alvarez & Marsal Canada Inc. ("**A&M Canada**"), in its capacity as court-appointed information officer (the "**Information Officer**") of the Chapter 11 Debtors in respect of this proceeding, dated June 22, 2012 (the "**Supplemental Report**") and the second report to court (the "**Second Report**") of the Information Officer, and the activities of the Information Officer as set out therein.

2. Such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. On May 14, 2012, the Chapter 11 Debtors commenced the Chapter 11 Cases by each filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the U.S. Bankruptcy Court;
2. Other than the Chapter 11 Cases and these proceedings, there are no other foreign proceedings in respect of the Chapter 11 Debtors;
3. On May 15, 2012, the Honourable Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”) granted an order providing certain interim relief to the Chapter 11 Debtors, including a stay of proceedings in respect of the Chapter 11 Debtors, the property and business of the Chapter 11 Debtors and the directors and officers of the Chapter 11 Debtors;
4. On May 15, 2012 and May 16, 2012, the U.S. Bankruptcy Court in the Chapter 11 Cases entered various “first day” orders, including an interim order authorizing LightSquared to act as the Foreign Representative of the Chapter 11 Debtors;
5. On May 18, 2012, the Honourable Justice Morawetz granted an Initial Recognition Order in these proceedings, which among other things: (i) recognized LightSquared as the “foreign representative” of the Chapter 11 Debtors; (ii) declared the Chapter 11 Cases to be a “foreign main proceeding” pursuant to Part IV of the CCAA; and (iii) stayed all proceedings against the Chapter 11 Debtors;
6. On May 18, 2012, the Honourable Justice Morawetz also granted a Supplemental Order in these proceedings, which among other things: (i) recognized and enforced in Canada certain orders of the U.S. Bankruptcy Court in the Chapter 11

Cases; (ii) appointed A&M Canada as Information Officer in these proceedings; (iii) stayed all claims and proceedings in respect of the Chapter 11 Debtors, the property and business of the Chapter 11 Debtors and the directors and officers of the Chapter 11 Debtors; and (iv) granted a super-priority charge over the Chapter 11 Debtors' property, in favour of the Information Officer and its counsel, as security for their professional fees and disbursements incurred in respect of these proceedings;

7. On June 14, 2012, the Honourable Justice Morawetz granted an Order in these proceedings recognizing and enforcing in Canada certain additional orders of the U.S. Bankruptcy Court made in the Chapter 11 Cases;

Foreign Orders

8. On August 14, 2012, the Chapter 11 Debtors will be seeking the entry of the Foreign Orders by the U.S. Bankruptcy Court in the context of the Chapter 11 Cases;
9. Following the entry of the Foreign Orders by the U.S. Bankruptcy Court, the Foreign Representative intends to file a supplementary affidavit with the Canadian Court, attaching the orders entered;
10. The Foreign Representative is of the view that the recognition of the Foreign Orders by the Canadian Court is necessary for the protection of the Chapter 11 Debtors' property and the interest of their creditors;
11. Accordingly, the Foreign Representative requests that this Honourable Court recognize in Canada and enforce the Foreign Orders, pursuant to Section 49 of the CCAA;

General

12. The facts as further set out in the Second Report and the affidavit of Elizabeth Creary sworn August 9, 2012 (the "**Creary Affidavit**");

13. The provisions of the CCAA, including Part IV;
14. The *Rules of Civil Procedure*, including rules 2.03, 3.02 and 16; and
15. Such further and other grounds as counsel may advise and this Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT
THE HEARING OF THE MOTION:**

1. The Creary Affidavit and the exhibits referred to therein;
2. The Information Officer's Supplemental Report;
3. The Information Officer's Second Report, to be filed separately;
4. The affidavit of Kate Stigler attaching the Foreign Orders, to be filed separately;
and
5. Such further and other material as counsel may advise and this Honourable Court
may permit.

August 10, 2012

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TO: THE SERVICE LIST

TAB A

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)
JUSTICE ●) TUESDAY, THE 21ST DAY
) OF AUGUST, 2012
)

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT*, R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT WITH RESPECT TO
LIGHTSQUARED INC., LIGHTSQUARED INVESTORS HOLDINGS INC., ONE
DOT FOUR CORP., ONE DOT SIX CORP., SKYTERRA ROLLUP LLC,
SKYTERRA ROLLUP SUB LLC, SKYTERRA INVESTORS LLC, TMI
COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP,
LIGHTSQUARED GP INC., LIGHTSQUARED LP, ATC TECHNOLOGIES,
LLC, LIGHTSQUARED CORP., LIGHTSQUARED FINANCE CO.,
LIGHTSQUARED NETWORK LLC, LIGHTSQUARED INC. OF VIRGINIA,
LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD.,
SKYTERRA HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND
ONE DOT SIX TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11
DEBTORS")**

RECOGNITION ORDER

THIS MOTION, made by LightSquared LP in its capacity as the foreign representative (the "**Foreign Representative**") of the Chapter 11 Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order substantially in the form attached as Schedule "A" to the notice of motion of the Foreign Representative dated August 10, 2012 (the "**Notice of Motion**"), recognizing certain orders granted by the United States Bankruptcy Court for the

Southern District of New York (the “**U.S. Bankruptcy Court**”) in the cases commenced by the Chapter 11 Debtors under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Chapter 11 Cases**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Elizabeth Creary sworn August 9, 2012, the affidavit of Kate Stigler sworn August ●, 2012, the supplemental report to the first report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer (the “**Information Officer**”) of the Chapter 11 Debtors, dated June 22, 2012 (the “**Supplemental Report**”) and the second report of the Information Officer dated August ●, 2012 (the “**Second Report**”), and on hearing the submissions of counsel for the Foreign Representative and counsel for the Information Officer, no one else appearing although duly served as appears from the affidavits of service of ● ● sworn August ●, 2012 and August ●, 2012,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

RECOGNITION OF FOREIGN ORDERS

2. **THIS COURT ORDERS** that the following orders (collectively, the “**Foreign Orders**”) of the U.S. Bankruptcy Court made in the Chapter 11 Cases are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- (a) Order Granting LightSquared’s Motion for Order Approving Expedited Procedures for Sale, Transfer, and/or Abandonment of De Minimis Assets;
and

- (b) Order Pursuant to 11 U.S.C. § 502(b)(9) and Fed. R. Bankr. P. 2002 and 3003(c)(3) Establishing Deadlines for Filing Proofs of Claim and Procedures Relating Thereto and Approving Form and Manner and Notice Thereof;

each attached hereto as Schedules "A" and "B" respectively, provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to the Chapter 11 Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever in Canada.

INFORMATION OFFICER'S REPORTS

3. **THIS COURT ORDERS** that the Supplemental Report and the Second Report and the activities of the Information Officer as described therein be and are hereby approved.
-

SCHEDULE "A"

SCHEDULE "B"

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED,
APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED, AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO THE CHAPTER 11 DEBTORS

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

RECOGNITION ORDER
(AUGUST 21, 2012)

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ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED

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AFFIDAVIT OF ELIZABETH CREARY
(Sworn August 9, 2012)

I, Elizabeth Creary, of the City of Ottawa, in the Province of Ontario, **MAKE OATH AND SAY THAT:**

1. I am the Vice President and Assistant General Counsel of LightSquared LP ("LightSquared" or the "Foreign Representative"). As such, I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis for my information and verily believe it to be true.

2. This Affidavit is filed in support of the Foreign Representative's motion for an order, *inter alia*, recognizing in Canada and giving full force and effect in all provinces and territories of Canada, pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C. 36, as amended (the "CCAA"), certain orders of the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Bankruptcy Court**") made in the cases commenced by the Chapter 11 Debtors in the U.S. Bankruptcy Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Chapter 11 Cases**").

Corporate Overview

3. The Chapter 11 Debtors were collectively the first private satellite-communications company to offer mobile satellite services throughout North America, initially using two geostationary satellites, as well as a portion of the electromagnetic spectrum known as the L-Band.

4. The Chapter 11 Debtors are in the process of building the only 4th Generation Long Term Evolution ("**4G LTE**") open wireless broadband network that incorporates nationwide satellite coverage throughout North America and offers users, wherever they may be located, the speed, value and reliability of universal connectivity.

5. Through a unique wholesale business model, entities without their own wireless networks, or that have limited geographic coverage or spectrum, will be able to market and sell their own devices, applications and services at a competitive price using the Chapter 11 Debtors' 4G LTE network.

Background on Proceedings

6. On May 14, 2012, the Chapter 11 Debtors commenced the Chapter 11 Cases by each filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 in the U.S. Bankruptcy Court. Other than the Chapter 11 Cases and these proceedings, there are no other foreign proceedings in respect of the Chapter 11 Debtors.

7. On May 15, 2012, the Honourable Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”) granted an order providing certain interim relief to the Chapter 11 Debtors (the “**Interim Order**”), including a stay of proceedings in respect of the Chapter 11 Debtors, the property and business of the Chapter 11 Debtors and the directors and officers of the Chapter 11 Debtors. A copy of the Interim Order is attached to this my affidavit at **Exhibit “A”**.

8. On May 15, 2012 and May 16, 2012, the U.S. Bankruptcy Court in the Chapter 11 Cases entered various “first day” orders, including an interim order authorizing LightSquared to act as the Foreign Representative of the Chapter 11 Debtors.

9. On May 18, 2012, the Honourable Justice Morawetz granted an Initial Recognition Order in these proceedings (the “**Initial Recognition Order**”), which among other things: (i) recognized LightSquared as the “foreign representative” of the Chapter 11 Debtors; (ii) declared the Chapter 11 Cases to be a “foreign main proceeding” pursuant to Part IV of the CCAA; and (iii) stayed all proceedings against the Chapter 11 Debtors. A copy of the Initial Recognition Order is attached to this my affidavit at **Exhibit “B”**.

10. On May 18, 2012, the Honourable Justice Morawetz also granted a Supplemental Order in these proceedings (the “**Supplemental Order**”), which among other things: (i) appointed Alvarez & Marsal Canada Inc. as Information Officer in these proceedings (the “**Information Officer**”); (ii) stayed all claims and proceedings in respect of the Chapter 11 Debtors, the property and business of the Chapter 11 Debtors and the directors and officers of the Chapter 11 Debtors; (iii) granted a super-priority charge over the Chapter 11 Debtors’ property, in favour of the Information Officer and its counsel, as security for their professional fees and disbursements incurred in respect of these proceedings; and (iv) recognized and enforced in Canada the following orders of the U.S. Bankruptcy Court in the Chapter 11 Cases:

- (a) Order Directing Joint Administration of Related Chapter 11 Cases;

- (b) Interim Order Authorizing LightSquared LP to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505;
- (c) Interim Order (A) Authorizing Debtors To (I) Continue Using Existing Cash Management Systems, Bank Accounts and Business Forms and (II) Continue Intercompany Transactions, (B) Providing Postpetition Intercompany Claims Administrative Expense Priority, (C) Authorizing Debtors' Banks To Honor All Related Payment Requests, (D) Waiving Investment Guidelines of Sections 345(b) of Bankruptcy Code and (E) Scheduling a Final Hearing;
- (d) Interim Order (A) Authorizing, But Not Directing, Debtors To (I) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (II) Pay and Honor Employee Benefits, (III) Continue Employee Benefits Programs and (B) Authorizing and Directing Financial Institutions To Honor All Related Checks and Electronic Payment Requests and (IV) Scheduling a Final Hearing;
- (e) Interim Order (A) Authorizing, But Not Directing, (I) Continuation of Debtors' Insurance Policies and (II) Payment of Certain Obligations in Respect Thereof and (B) Authorizing and Directing Financial Institutions To Honor All Related Checks and Electronic Payment Requests;
- (f) Interim Order (A) Authorizing, But Not Directing, Debtors To Pay Taxes and Fees, (B) Authorizing and Directing Financial Institutions To Honor All Related Checks and Electronic Payment Requests and (C) Scheduling a Final Hearing;
- (g) Interim Order Authorizing Restrictions on Certain Transfers of Interests and Claims in the Debtors and Establishing Notification Procedures Relating Thereto Pursuant to Sections 105(a) and 362 of the Bankruptcy Code; and

- (h) Order Authorizing and Approving the Employment and Retention of Kurtzman Carson Consultants LLC as Claims and Noticing Agent for Debtors and Debtors In Possession.

A copy of the Supplemental Order (without schedules) is attached to this my affidavit at Exhibit "C".

11. On June 4th, 11th and 13th, 2012, the U.S. Bankruptcy Court granted various orders in the Chapter 11 Cases, including the following order: "Final Order Authorizing LightSquared LP to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505" (the "**Final Foreign Representative Order**"). A copy of the Final Foreign Representative Order is attached hereto as Exhibit "D".

12. On June 14, 2012, the Canadian Court recognized various orders of the U.S. Bankruptcy Court made in the Chapter 11 Cases (the "**June 14th Order**"). Pursuant to the June 14th Order, in addition to the Final Foreign Representative Order, the following orders of the U.S. Bankruptcy Court were recognized:

- (a) Order Authorizing Restrictions on Certain Transfers of Interests and Claims in the Debtors and Establishing Notification Procedures Relating Thereto Pursuant to Sections 105(a) and 362 of the Bankruptcy Code;
- (b) Order Determining Adequate Assurance of Payment for Future Utility Services;
- (c) Agreed Final Order (A) Authorizing Debtors To Use Cash Collateral, (B) Granting Adequate Protection To Prepetition Secured Parties, and (C) Modifying Automatic Stay (the "**Cash Collateral Order**");
- (d) Final Order (A) Authorizing Debtors To (I) Continue Using Existing Cash Management Systems, Bank Accounts and Business Forms and (II) Continue Intercompany Transactions, (B) Providing Postpetition Intercompany Claims Administrative Expense Priority, (C) Authorizing Debtors' Banks To Honor All Related Payment Requests, (D) Waiving Investment Guidelines of Sections 345(b) of Bankruptcy Code;

- (e) Final Order (A) Authorizing, But Not Directing, Debtors To (I) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (II) Pay and Honor Employee Benefits, (III) Continue Employee Benefits Programs and (B) Authorizing and Directing Financial Institutions To Honor All Related Checks and Electronic Payment Requests;
- (f) Final Order (A) Authorizing, But Not Directing, (I) Continuation of Debtors' Insurance Policies and (II) Payment of Certain Obligations in Respect Thereof and (B) Authorizing and Directing Financial Institutions To Honor All Related Checks and Electronic Payment Requests; and
- (g) Final Order (A) Authorizing, But Not Directing, Debtors To Pay Taxes and Fees and (B) Authorizing and Directing Financial Institutions To Honor All Related Checks and Electronic Payment Requests.

A copy of the June 14th Order (without schedules) is attached hereto as **Exhibit "E"**.

13. The Cash Collateral Order entered by the U.S. Bankruptcy Court on June 13, 2012 and recognized by the Canadian Court on June 14, 2012 pursuant to the June 14th Order, was in a form significantly amended from the draft version of the order served by the Applicant in these proceedings on June 7, 2012. In order to provide the Canadian Court with information regarding the key changes between the draft and final versions of the Cash Collateral Order, the Honourable Mr. Justice Morawetz requested that the Information Officer file a supplemental report with the Canadian Court detailing the changes. In response to such request, on June 22, 2012, the Information Officer issued and filed the supplemental report to the first report of the Information Officer (the "**Supplemental Report**"). A copy of the Supplemental Report is attached hereto as **Exhibit "F"**.

Foreign Orders

14. On August 14, 2012, the Chapter 11 Debtors intend to seek certain orders from the U.S. Bankruptcy Court (the “**Foreign Orders**”), including the following:

- (a) Order Granting LightSquared’s Motion for Order Approving Expedited Procedures for Sale, Transfer, and/or Abandonment of De Minimis Assets (the “**De Minimis Order**”); and
- (b) Order Pursuant to 11 U.S.C. § 502(b)(9) and Fed. R. Bankr. P. 2002 and 3003(c)(3) Establishing Deadlines for Filing Proofs of Claim and Procedures Relating Thereto and Approving Form and Manner and Notice Thereof (the “**Bar Date Order**”).

Copies of the motions filed by the Chapter 11 Debtors in the U.S. Bankruptcy Court in support of the Foreign Orders are attached to this affidavit, respectively, at Exhibits “G” and “H”.

15. The Chapter 11 Debtors have begun the process of identifying surplus, obsolete, or non-core assets that are unproductive, burdensome or unnecessary for the ongoing restructuring and operation of the businesses (the “**De Minimis Assets**”), which they will attempt to sell, transfer or abandon during the pendency of these proceedings. In order to reduce the costs to the estates in disposing of the De Minimis Assets, the Chapter 11 Debtors are seeking the De Minimis Order from the U.S. Bankruptcy Court, which sets out a streamlined disposition process for the De Minimis Assets. The key characteristics of the streamlined disposition process contemplated in the De Minimis Order are as follows:

- (a) For sales or transfers for less than or equal to \$500,000, upon consultation with certain listed interested parties, no further notice or order of the court will be necessary;
- (b) For sales or transfers greater than \$500,000 and less than or equal to \$1,000,000, notice of the proposed sale/transfer will be served on certain enumerated interested parties, including any known lien holders, who will

have five business days following service of the notice to object to the proposed sale/transfer. If no objection is properly filed and served by the deadline, the Chapter 11 Debtors will be authorized to consummate the proposed sale/transfer without further notice or court approval. Should an objection be properly filed and served by the deadline, the Chapter 11 Debtors will use good faith efforts to consensually resolve the objection. If no consensual resolution can be achieved, the Chapter 11 Debtors will not consummate the proposed sale/transfer without first obtaining court approval;

- (c) Any valid and enforceable liens on De Minimis Assets subject to sale/transfer, will attach to the net proceeds from the sale/transfer with the same validity, extent and priority as existed prior to such sale and subject to any claims/defences that the Chapter 11 Debtors may possess with respect thereof;
- (d) No notice or hearing shall be required for the abandonment of De Minimis Assets with a book value of \$500,000 or less, where it is determined that maintaining the De Minimis Assets is more expensive than not doing so and it appears after reasonable investigation and consultation with certain listed interested parties, that it is not possible to sell the De Minimis Assets for more than the likely expenses of such sale;
- (e) For De Minimis Assets with a book value greater than \$500,000, but less than or equal to \$1,000,000, where it has been determined that maintaining the De Minimis Assets is more expensive than not doing so and it appears, after reasonable investigation that it is not possible to sell the De Minimis Assets for more than the likely expenses of such sale, a notice of the proposed abandonment will be served on certain enumerated interested parties, including any known lien holders, who will have five business days following service of the notice to object to the proposed abandonment. Should an objection be properly filed and served by the deadline, the Chapter 11 Debtors will use good faith efforts to

consensually resolve the objection. If same cannot be done, the Chapter 11 Debtors will not consummate the proposed abandonment without first obtaining court approval; and

- (f) On a regular basis the Chapter 11 Debtors will report to interested parties on any such sales, transfer or abandonments.

16. The Chapter 11 Debtors believe that there are hundreds of individuals or entities that may be creditors in the Chapter 11 Cases. In order to obtain complete and accurate information regarding the nature, validity, amount and status of all claims to be asserted in the Chapter 11 Cases, the Chapter 11 Debtors are seeking the Bar Date Order from the U.S. Bankruptcy Court, which establishes deadlines for the filing of proofs of claim and procedures relating thereto, and approves the form and manner of notice thereof. The key elements of the proposed Bar Date Order are as follows:

- (a) The general bar date to file proofs of claim for prepetition claims is September 25, 2012;
- (b) The bar date for governmental units to file proofs of claim for prepetition claims is November 12, 2012;
- (c) Those with claims arising from the rejection of an executory contract or unexpired lease must file a proof of claim by the later of (i) the applicable bar date, and (ii) the date that is thirty days following entry of the order of the U.S. Bankruptcy Court approving such rejection;
- (d) If a holder of a claim is required to file a proof of claim under the Bar Date Order and fails to do so, such holder is forever barred, estopped and enjoined from asserting such claim against the Chapter 11 Debtors; and
- (e) Notice of the claims process will be sent within five days of entry of the Bar Date Order and at least thirty-five days prior to the general bar date.

17. Following the August 14, 2012 hearing and the granting of the Foreign Orders by the U.S. Bankruptcy Court, the Foreign Representative intends to file a supplementary affidavit with the Canadian Court, attaching the orders granted.

18. The Foreign Representative is of the view that the recognition of the De Minimis Order by the Canadian Court is appropriate and necessary for the protection of the Chapter 11 Debtors' property and the interest of their creditors for the following reasons:

- (a) The Chapter 11 Debtors' cash position is improved by monetizing unneeded assets;
- (b) If a De Minimis Asset cannot be sold or transferred, this would indicate that it has no meaningful monetary value;
- (c) The Chapter 11 Debtors' cash position is improved by the elimination of the costs associated with maintaining unnecessary assets that are a burden on the estate;
- (d) Requiring the Chapter 11 Debtors to file a motion with the U.S. Bankruptcy Court every time they seek to dispose of relatively insignificant non-core assets would distract from restructuring efforts, would not be a productive use of resources and would potentially eliminate the economic benefits of the underlying transaction;
- (e) The streamlined and truncated approach proposed in the De Minimis Order allows for the disposition of the De Minimis Assets in an efficient and cost effective manner, thereby maximizing the net value for the benefit of all parties in interest and allowing the Chapter 11 Debtors the ability to take advantage of sales/transfers that may only be available for a limited time;
- (f) Creditors with an interest in the De Minimis Assets have the opportunity to object to the disposition and obtain a court hearing if necessary; and

- (g) The relevant thresholds set out in the De Minimis Order are appropriate given the value of the assets and liabilities of the Chapter 11 Debtors and are comparable to those approved in other large chapter 11 cases.

19. The Foreign Representative is of the view that the recognition of the Bar Date Order by the Canadian Court is necessary for the protection of the Chapter 11 Debtors' property and the interest of their creditors for the following reasons:

- (a) The Chapter 11 Cases apply to all creditors of the Chapter 11 Debtors, wherever they may be located, and accordingly one comprehensive claims process is appropriate;
- (b) Obtaining complete and accurate information regarding the nature, validity, amount and status of all claims to be asserted against the Chapter 11 Debtors ensures that the Chapter 11 Debtors will be able to confirm and consummate a comprehensive and viable plan of reorganization;
- (c) The bar dates and procedures are reasonable and appropriate in the circumstances, providing claimants with ample opportunity to prepare and file proofs of claim, as well as allowing the Chapter 11 Cases to move forward quickly with a minimum of administrative expense and delay;
- (d) All known creditors and potential claimants will receive sufficient notice of the claims process, including the CRA, Ministry of Finance (Ontario) and Saskatchewan Finance; and
- (e) In order to reach to reach unknown claimants, notice of the claims process will be published in various publications, including the Globe and Mail (National Edition), at least 28 days prior to the general bar date.

20. Pursuant to the foregoing reasons, the Foreign Representative is requesting that the Canadian Court recognize in Canada and enforce the Foreign Orders, pursuant to Section 49 of the CCAA.

21. I make this affidavit in support of the motion of the Foreign Representative returnable August 21, 2012 and for no other or improper purpose.

SWORN before me in the County
of Fairfax in the State of
Virginia this 9th day of August, 2012

[Handwritten Signature]
A Notary of the State of Virginia

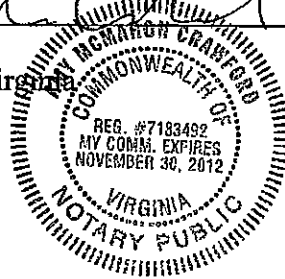
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[Handwritten Signature]
Elizabeth Creary

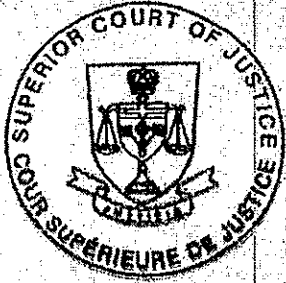


Exhibit "A" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia





Court File No. CV-12-9719-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)
MR. JUSTICE MORAWETZ)

TUESDAY, THE 15th DAY
OF MAY, 2012

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO LIGHTSQUARED INC.,
LIGHTSQUARED INVESTORS HOLDINGS INC., ONE DOT FOUR CORP., ONE DOT
SIX CORP., SKYTERRA ROLLUP LLC, SKYTERRA ROLLUP SUB LLC, SKYTERRA
INVESTORS LLC, TMI COMMUNICATIONS DELAWARE, LIMITED
PARTNERSHIP, LIGHTSQUARED GP INC., LIGHTSQUARED LP, ATC
TECHNOLOGIES LLC, LIGHTSQUARED CORP., LIGHTSQUARED FINANCE CO.,
LIGHTSQUARED NETWORK LLC, LIGHTSQUARED INC. OF VIRGINIA,
LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD.,
SKYTERRA HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND ONE
DOT SIX TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")**

INTERIM INITIAL ORDER

THIS APPLICATION, made by LightSquared LP (the "**Applicant**"), in its capacity as the proposed foreign representative of the Chapter 11 Debtors in the proceedings commenced on May 14, 2012, in the United States Bankruptcy Court for the Southern District of New York, under chapter 11 of title 11 of the United States Code (the "**Chapter 11 Proceeding**"), for an Order substantially in the form enclosed in the Application Record of the Applicant was heard on this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application dated May 14, 2012, the affidavit of Marc R. Montagner sworn May 14, 2012, filed, the affidavit of Kate H. Stigler sworn May 14, 2012, filed, and upon hearing the submissions of counsel for the Applicant and counsel for Alvarez & Marsal Canada Inc. as the proposed information officer (the "**Proposed Information Officer**") no one else appearing although served as appears from the affidavit of service of Kate H. Stigler sworn May 15, 2012,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that from the date hereof until and unless otherwise ordered by the Court (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**" and collectively, "**Proceedings**") including, without limitation, a Proceeding taken or that might be taken against the Chapter 11 Debtors under the *Bankruptcy and Insolvency Act*, R.S.C., 1985 c. B-3, as amended, or the *Winding-up and Restructuring Act*, R.S.C. 1985, c W-11, as amended, shall be commenced or continued against or in respect of the Chapter 11 Debtors or affecting their business in Canada (the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, including all proceeds thereof, of any of the Chapter 11 Debtors in Canada that relates to the Business (collectively, the "**Property**"), except with the written consent of the relevant Chapter 11 Debtor(s), or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

EXERCISE OF RIGHTS OR REMEDIES

3. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies in Canada of any individual, firm, corporation, agency, governmental or quasi-governmental body, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") in

respect of or affecting the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the relevant Chapter 11 Debtor(s) or leave of this Court, provided that nothing in this Order shall: (i) prevent the assertion of or exercise of rights and remedies in the Foreign Proceeding; (ii) empower any of the Chapter 11 Debtors to carry on any business in Canada that the Chapter 11 Debtors are not lawfully entitled to carry on; (iii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"); (iv) prevent the filing of any registration to preserve or perfect a security interest; or (v) prevent the registration of a claim for lien.

4. **THIS COURT ORDERS** that the Chapter 11 Debtors are prohibited from selling or otherwise disposing of, outside of the ordinary course of business, any of the Property that relates to the Business and from selling or otherwise disposing of any of their other property in Canada; provided however, that nothing herein shall prevent the Chapter 11 Debtors from seeking approval in the Chapter 11 Proceeding or from this Court to sell or otherwise dispose of the Property.

NO INTERFERENCE WITH RIGHTS

5. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Chapter 11 Debtors in Canada, except with the written consent of the relevant Chapter 11 Debtor(s) or leave of this Court.

CONTINUATION OF SERVICES

6. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, customs broker services, utility or other services provided in respect of the Property or Business of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as

may be required by the Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to the continued use in Canada of, among other things, their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Chapter 11 Debtors in accordance with normal payment practices of the Chapter 11 Debtors or such other practices as may be agreed upon by the supplier or service provider and the relevant Chapter 11 Debtor(s), or as may be ordered by this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

7. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by Section 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Chapter 11 Debtors with respect to any claim against such directors or officers that arose before the date hereof and that relates to any obligations of any of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations until a plan of reorganization in respect of the Chapter 11 Debtors, if one is filed in the Chapter 11 Proceeding, is recognized by this Court and becomes effective in accordance with its terms, or unless otherwise ordered by this Court.

SERVICE OF COURT MATERIALS AND PUBLICATIONS OF NOTICES

8. **THIS COURT ORDERS** that the Applicant and its agents, or, if so requested by the Applicant, the Proposed Information Officer, are at liberty to serve this Order, any other orders in this proceeding, notices and documents by prepaid ordinary mail, courier, personal delivery or electronic transmission to any interested party at their addresses as last shown on the records of the Chapter 11 Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding, or if sent by ordinary mail, on the fifth calendar day after mailing.

9. **THIS COURT ORDERS** that any party to these proceedings may serve any court materials in these proceedings (including, without limitation, the Application Record, any motion records, factums and orders) on any person electronically by emailing a PDF or other electronic copy of such materials to such parties' email addresses as recorded on the service list.

MISCELLANEOUS

10. **THIS COURT ORDERS** that, notwithstanding anything else contained in this Order, any of the Chapter 11 Debtors may, by written consent of their counsel of record, agree to waive any of the Chapter 11 Debtors' protections provided in this Order.

11. **THIS COURT ORDERS** that any party may, from time to time, apply to this Court for such further or other relief as it may advise from time to time, including for directions in respect of the proper execution of this Order.

12. **THIS COURT HEREBY ORDERS AND REQUESTS** the aid and recognition of any court, tribunal, regulatory, governmental or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist the Chapter 11 Debtors, the Proposed Information Officer and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory, governmental and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Proposed Information Officer and their respective agents, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Proposed Information Officer and their respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 a.m. on the date of this Order.

14. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, any interested person may apply to this Court to vary or rescind this Order or seek other relief upon seven (7) days notice to the Chapter 11 Debtors, the Proposed Information Officer and any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAY 15 2012

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Court File No: CV-12-9719-00CL

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C.36, AS AMENDED,
APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C.36, AS AMENDED, AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO THE CHAPTER 11 DEBTORS**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT
TORONTO**

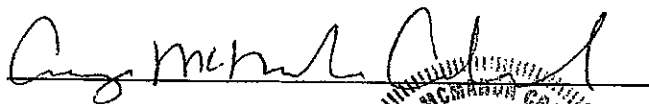
INTERIM INITIAL ORDER

FRASER MILNER CASGRAIN LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario
M5K 0A1

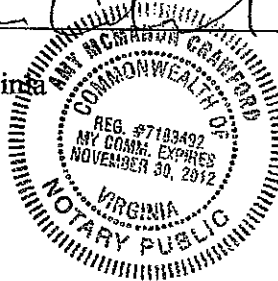
R. Shayne Kukulowicz / Jane O. Dietrich
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Fax: (416) 863-4592
Email: shayne.kukulowicz@fmc-law.com
jane.dietrich@fmc-law.com

Lawyers for the Chapter 11 Debtors.

Exhibit "B" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia



**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) FRIDAY, THE 18th DAY
JUDGE MORAWETZ) OF MAY, 2012
)



**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO LIGHTSQUARED INC.,
LIGHTSQUARED INVESTORS HOLDINGS INC., ONE DOT FOUR CORP., ONE DOT
SIX CORP., SKYTERRA ROLLUP LLC, SKYTERRA ROLLUP SUB LLC, SKYTERRA
INVESTORS LLC, TMI COMMUNICATIONS DELAWARE, LIMITED
PARTNERSHIP, LIGHTSQUARED GP INC., LIGHTSQUARED LP, ATC
TECHNOLOGIES LLC, LIGHTSQUARED CORP., LIGHTSQUARED FINANCE CO.,
LIGHTSQUARED NETWORK LLC, LIGHTSQUARED INC. OF VIRGINIA,
LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD.,
SKYTERRA HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND ONE
DOT SIX TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")**

**INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)**

THIS APPLICATION, made by LightSquared LP (the "Applicant") in its capacity as the foreign representative (the "Foreign Representative") of the Chapter 11 Debtors in the proceedings commenced on May 14, 2012, in the United States Bankruptcy Court for the

Southern District of New York, under chapter 11 of title 11 of the United States Code (the “**Chapter 11 Proceeding**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application dated May 14, 2012, the affidavit of Marc Montagner sworn May 14, 2012, the affidavits of Kate H. Stigler sworn May 14, 2012 and May 16, 2012 and the report of Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as proposed Information Officer (the “**Proposed Information Officer**”) dated May 16, 2012 each filed, and upon being provided with copies of the documents required by section 46 of the CCAA;

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) is being sought;

AND UPON HEARING the submissions of counsel for the Foreign Representative, and counsel for the Proposed Information Officer, no one else appearing although duly served as appears from the affidavit of service of Kate H. Stigler sworn May 15, 2012,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

FOREIGN REPRESENTATIVE PROCEEDING

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the “foreign representative” as defined in section 45 of the CCAA in respect of the Chapter 11 Proceeding (the “**Foreign Proceeding**”).

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of its main interests for each of the Chapter 11 Debtors is the United States and that the Foreign Proceeding is hereby recognized as a “foreign main proceeding” as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against any Debtor under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
- (b) further proceedings in any action, suit or proceeding against any Debtor are restrained; and
- (c) the commencement of any action, suit or proceeding against any Debtor is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors is prohibited from selling or otherwise disposing of:

- (a) any of its property in Canada that relates to the business, outside the ordinary course of business; and

(b) any of its other property in Canada.

GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Chapter 11 Debtors and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

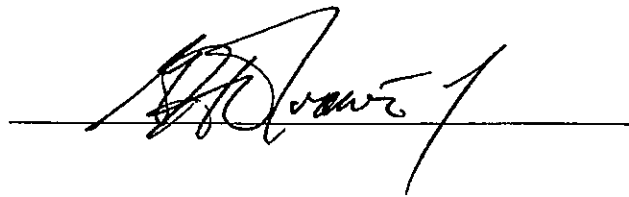
7. **THIS COURT ORDERS AND DECLARES** that the Interim Initial Order made on May 15, 2012 shall be of no further force and effect once this Order becomes effective, and that this Order shall be effective as of 12:01 a.m. on the date of this Order provided that nothing herein shall invalidate any action taken in compliance with such Interim Initial Order prior to the effective time of this Order.

8. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors and the Foreign Representative and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:



MAY 18 2012



IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED,
APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED, AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO THE CHAPTER 11 DEBTORS

ONTARIO

SUPERIOR COURT OF JUSTICE

**PROCEEDING COMMENCED AT
TORONTO**

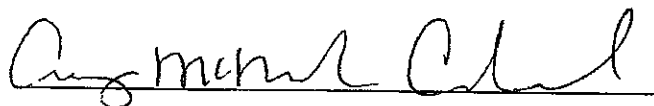
INITIAL RECOGNITION ORDER

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jane.dietrich@fmc-law.com

Lawyers for the Chapter 11 Debtors.

Exhibit "C" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia



**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE
JUSTICE MORAWETZ

)
)
)

FRIDAY, THE 18th DAY
OF MAY, 2012



**THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT WITH RESPECT TO
LIGHTSQUARED INC., LIGHTSQUARED INVESTORS HOLDINGS INC., ONE
DOT FOUR CORP., ONE DOT SIX CORP., SKYTERRA ROLLUP LLC,
SKYTERRA ROLLUP SUB LLC, SKYTERRA INVESTORS LLC, TMI
COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP,
LIGHTSQUARED GP INC., LIGHTSQUARED LP, ATC TECHNOLOGIES LLC,
LIGHTSQUARED CORP., LIGHTSQUARED FINANCE CO., LIGHTSQUARED
NETWORK LLC, LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED
SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD., SKYTERRA
HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND ONE DOT SIX
TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")**

SUPPLEMENTAL ORDER

THIS APPLICATION, made by LightSquared LP in its capacity as the foreign representative (the "Foreign Representative") of the Chapter 11 Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Marc Montagner sworn May 14, 2012, the affidavits of Kate H. Stigler sworn May 14, 2012 and May 16, 2012 and the report of Alvarez & Marsal Canada Inc. ("A&M"), in its capacity as proposed Information Officer (the "Proposed Information Officer") dated May 16, 2012 and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative and counsel for the Proposed Information Officer, no one else appearing although duly served as appears from the affidavits of service of Kate H. Stigler sworn May 15, 2012 and May 16, 2012, and on reading the consent of A&M to act as the information officer:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

INITIAL RECOGNITION ORDER

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order dated May 18, 2012 (the "Recognition Order").

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, and that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders (collectively, the "Foreign Orders") of the U.S. Bankruptcy Court for the Southern District of New York made in

the Foreign Proceedings are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- (a) Order Directing Joint Administration of Related Chapter 11 Cases;
- (b) Interim Order Authorizing LightSquared LP to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505;
- (c) Interim Order (A) Authorizing Debtors to (I) Continue Using Existing Cash Management Systems, Bank Accounts and Business Forms and (II) Continue Intercompany Transactions, (B) Providing Postpetition Intercompany Claims Administrative Expense Priority, (C) Authorizing Debtors' Banks to Honor All Related Payment Requests, (D) Waiving Investment Guidelines of Sections 345(b) of Bankruptcy Code and (E) Scheduling a Final Hearing;
- (d) Interim Order (A) Authorizing, But Not Directing, Debtors to (I) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (II) Pay and Honor Employee Benefits, (III) Continue Employee Benefits Programs and (B) Authorizing and Directing Financial Institutions to Honor All Related Checks and Electronic Payment Requests and (IV) Scheduling a Final Hearing;
- (e) Interim Order (A) Authorizing, But Not Directing, (I) Continuation of Debtors' Insurance Policies and (II) Payment of Certain Obligations in Respect Thereof and (B) Authorizing and Directing Financial Institutions to Honor All Related Checks and Electronic Payment Requests;
- (f) Interim Order (A) Authorizing, But Not Directing, Debtors to Pay Taxes and Fees, (B) Authorizing and Directing Financial Institutions to Honor All Related Checks and Electronic Payment Requests and (C) Scheduling a Final Hearing;
- (g) Interim Order Authorizing Restrictions on Certain Transfers of Interests and Claims in the Debtors and Establishing Notification Procedures Relating Thereto Pursuant to Sections 105(a) and 362 of the Bankruptcy Code; and

- (h) Order Authorizing and Approving the Employment and Retention of Kurtzman Carson Consultants LLC as Claims and Noticing Agent for Debtors and Debtors In Possession;

each attached as Schedules "A" to "H" hereto, provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to the Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that A&M (the "Information Officer") is hereby appointed as an officer of this Court, with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that until such date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "Proceeding" and collectively, "Proceedings") shall be commenced or continued against or in respect of the Chapter 11 Debtors or affecting their business (the "Business") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, (collectively, the "Property"), except with the written consent of the relevant Chapter 11 Debtor(s), or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, agency, governmental body or quasi-governmental body, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Chapter 11 Debtors or the Foreign

Representative, or affecting the Business or the Property, are hereby stayed and suspended except with written consent of the relevant Chapter 11 Debtor(s) or with leave of this Court, provided that nothing in this Order shall: (i) prevent the assertion of or the exercise of rights and remedies outside of Canada; (ii) empower any of the Chapter 11 Debtors to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on; (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (iv) prevent the filing of any registration to preserve or perfect a security interest; or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business in Canada, except with the written consent of the relevant Chapter 11 Debtor(s) or leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued

against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at least once every three months with respect to the status of these proceedings and the status of the Foreign Proceedings, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12 (b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12 (b) above;
- (d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial

documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and

- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign Proceedings, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11

Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer on a monthly basis and, in addition, the Chapter 11 Debtors are hereby authorized to pay to the Information Officer and counsel to the Information Officer, retainers in the amounts of \$75,000 and \$50,000 respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer, if any, shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property in Canada, which charge shall not exceed an aggregate amount of \$200,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 20 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

20. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

21. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

22. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Administration Charge, unless the Chapter 11 Debtors also obtains the prior written consent of the Information Officer or further Order of this Court.

23. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds any Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by a Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

24. **THIS COURT ORDERS** that the Administration Charge created by this Order over leases of real property in Canada shall only be a charge in the applicable Debtor's interest in such real property leases.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Foreign Representative and the Information Officer each be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Chapter 11 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Chapter 11 Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

26. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Foreign Representative and the Information Officer, and any party who has filed a Notice of Appearance, may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time.

27. **THIS COURT ORDERS** that within 10 days from the date of this Order, or as soon as practicable thereafter, the Information Officer on behalf of the Foreign Representative shall cause to be published a notice containing the information required by section 53(b) of the CCAA once a week for two consecutive weeks, in the Globe and Mail, National Edition.

GENERAL

28. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

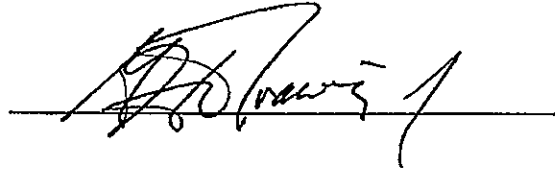
29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, or a trustee in bankruptcy of any Debtor, the Business or the Property.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

33. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. on the date of this Order.

A handwritten signature in black ink, appearing to be "J. J. ...", is written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

A handwritten mark consisting of several overlapping, curved lines, possibly initials or a signature.

MAY 18 2012

Court File No: CV-12-9719-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED,
APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED, AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO THE CHAPTER 11 DEBTORS

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

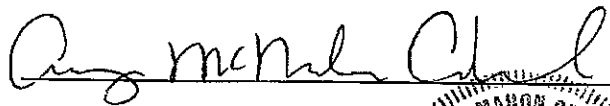
SUPPLEMENTAL ORDER

FRASER MILNER CASGRAIN LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario
M5K 0A1

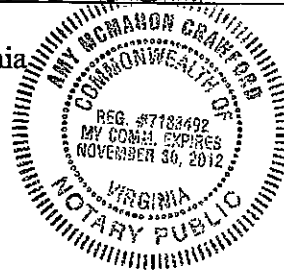
R. Shayne Kukulowicz / Jane O. Dietrich
LSUC No.: 30729S / 49302U
Tel: 416 863-4740 / (416) 863-4467
Fax: (416) 863-4592
Email: shayne.kukulowicz@finc-law.com
jane.dietrich@finc-law.com

Lawyers for the Chapter 11 Debtors.

Exhibit "D" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia



**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
LIGHTSQUARED INC., <i>et al.</i>,	)	Case No. 12-12080 (SCC)
Debtors. ¹	)	Jointly Administered

**FINAL ORDER AUTHORIZING LIGHTSQUARED LP
 TO ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505**

Upon the motion (the “Motion”)² of LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), for entry of an order (the “Final Order”), pursuant to sections 105 and 1505 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), authorizing LightSquared LP (“LSLP”) to act as the Foreign Representative on behalf of the Debtors’ estates in any judicial or other proceedings in a foreign country, including in the Canadian Proceedings; and upon the Montagner Declaration; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion appearing adequate and appropriate under

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629) and One Dot Six TVCC Corp. (0040). The location of the debtors’ corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.



the circumstances; and the Court having found that no other or further notice is needed or necessary; and the Court having reviewed the Motion and the Montagner Declaration and having heard statements in support of the Motion at an interim hearing held before the Court on May 15, 2012 (the “Interim Hearing”); and the Court having entered an order on an interim basis (the “Interim Order”) on May 16, 2012 [Docket No. 42]; and the Court having heard statements in support of the Motion at a final hearing held before the Court on June 11, 2012 (the “Final Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the relief granted herein; and it appearing, and the Court having found, that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** that:

1. The Motion is granted on a final basis to the extent set forth herein.
2. LSLP is hereby authorized to act as the Foreign Representative on behalf of the Debtors’ estates in any judicial or other proceeding in a foreign country, including in the Canadian Proceedings. As a Foreign Representative, LSLP shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including, but not limited to, (a) seeking recognition of these Chapter 11 Cases in the Canadian Proceedings, (b) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors’ estates, and (c) seeking any other appropriate relief from the Canadian Court that LSLP deems just and proper in the furtherance of the protection of the Debtors’ estates.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion or in the Montagner Declaration, as applicable.

3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a “foreign main proceeding” and LSLP as a “foreign representative” pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Final Order.

4. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

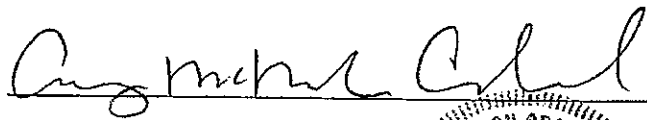
5. The requirements set forth in Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York are satisfied.

6. The Court retains jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Final Order.

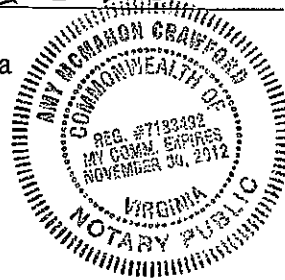
Dated: June 11, 2012
New York, New York

/s/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit "E" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia





**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE
JUSTICE MORAWETZ

)
)
)

THURSDAY, THE 14th
DAY OF JUNE, 2012

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT*, R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT WITH RESPECT TO
LIGHTSQUARED INC., LIGHTSQUARED INVESTORS HOLDINGS INC., ONE
DOT FOUR CORP., ONE DOT SIX CORP., SKYTERRA ROLLUP LLC,
SKYTERRA ROLLUP SUB LLC, SKYTERRA INVESTORS LLC, TMI
COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP,
LIGHTSQUARED GP INC., LIGHTSQUARED LP, ATC TECHNOLOGIES LLC,
LIGHTSQUARED CORP., LIGHTSQUARED FINANCE CO., LIGHTSQUARED
NETWORK LLC, LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED
SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD., SKYTERRA
HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND ONE DOT SIX
TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")**

RECOGNITION ORDER

THIS MOTION, made by LightSquared LP in its capacity as the foreign representative (the "Foreign Representative") of the Chapter 11 Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order substantially in the form attached as Schedule "A" to the notice of motion of the Foreign Representative dated June 7, 2012 (the "Notice of Motion"), recognizing certain orders granted by the United States Bankruptcy Court for the Southern District of New York (the "U.S. Bankruptcy Court") in the cases commenced by the Chapter 11 Debtors under chapter 11 of title 11 of the United States Code, 11

U.S.C. §§ 101-1532 (the "Chapter 11 Cases"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Elizabeth Creary sworn June 7, 2012, the supplemental affidavit of Kate H. Stigler sworn June 12, 2012, the supplemental affidavit of Jarvis H. Hetu sworn June 14, 2012 and the first report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer (the "Information Officer") of the Chapter 11 Debtors, dated June 13, 2012 (the "First Report") and on hearing the submissions of counsel for the Foreign Representative and counsel for the Information Officer, no one else appearing although duly served as appears from the affidavits of service of Jarvis H. Héту sworn June 7, 2012 and June 13, 2012 and the affidavits of service of Stephanie Waugh sworn June 13, 2012 and June 14, 2012,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

RECOGNITION OF FOREIGN ORDERS

2. **THIS COURT ORDERS** that the following orders (collectively, the "Foreign Orders") of the U.S. Bankruptcy Court made in the Chapter 11 Cases are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

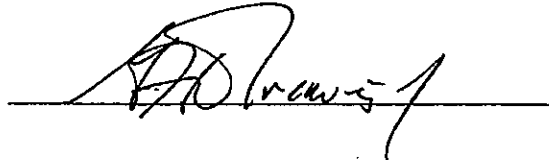
- (a) Order Authorizing Restrictions on Certain Transfers of Interests and Claims in the Debtors and Establishing Notification Procedures Relating Thereto Pursuant to Sections 105(a) and 362 of the Bankruptcy Code;
- (b) Order Determining Adequate Assurance of Payment for Future Utility Services;

- (c) Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay;
- (d) Final Order Authorizing LightSquared LP to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505;
- (e) Final Order (A) Authorizing Debtors to (I) Continue Using Existing Cash Management Systems, Bank Accounts, and Business Forms and (II) Continue Intercompany Transactions, (B) Providing Postpetition Intercompany Claims Administrative Expense Priority, (C) Authorizing Debtors' Banks to Honor All Related Payment Requests, and (D) Waiving Investment Guidelines of Sections 345(b) of Bankruptcy Code;
- (f) Final Order (A) Authorizing, But Not Directing, Debtors to (I) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (II) Pay and Honor Employee Benefits, and (III) Continue Employee Benefits Programs and (B) Authorizing and Directing Financial Institutions to Honor All Related Checks and Electronic Payment Requests;
- (g) Final Order (A) Authorizing, But Not Directing, (I) Continuation of Debtors' Insurance Policies and (II) Payment of Certain Obligations in Respect Thereof and (B) Authorizing and Directing Financial Institutions to Honor All Related Checks and Electronic Payment Requests; and
- (h) Final Order (A) Authorizing, But Not Directing, Debtors to Pay Taxes and Fees and (B) Authorizing and Directing Financial Institutions to Honor All Related Checks and Electronic Payment Requests;

each attached hereto as Schedules "A" to "H" respectively, provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to the Chapter 11 Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever in Canada.

INFORMATION OFFICER'S REPORT

3. **THIS COURT ORDERS** that the First Report and the activities of the Information Officer as described therein be and are hereby approved.

A handwritten signature in black ink, appearing to read "A.D. Brown", is written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 14 2012

Handwritten initials "MB" in black ink.

Court File No: CV-12-9719-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED,
APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED, AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO THE CHAPTER 11 DEBTORS

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

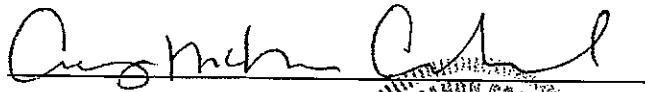
RECOGNITION ORDER
(JUNE 14, 2012)

FRASER MILNER CASGRAIN LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario
M5K 0A1

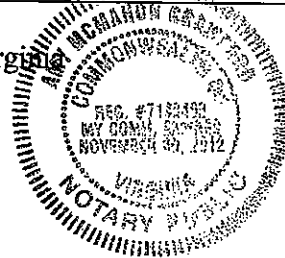
R. Shayne Kukulowicz / Jane O. Dietrich
LSUC No.: 30729S / 49302U
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Fax: (416) 863-4592
Email: shayne.kukulowicz@fmc-law.com
jane.dietrich@fmc-law.com

Lawyers for the Chapter 11 Debtors.

Exhibit "F" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia



**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT*, R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT WITH RESPECT TO
LIGHTSQUARED INC., LIGHTSQUARED INVESTORS HOLDINGS INC., ONE
DOT FOUR CORP., ONE DOT SIX CORP., SKYTERRA ROLLUP LLC,
SKYTERRA ROLLUP SUB LLC, SKYTERRA INVESTORS LLC, TMI
COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP,
LIGHTSQUARED GP INC., LIGHTSQUARED LP, ATC TECHNOLOGIES LLC,
LIGHTSQUARED CORP., LIGHTSQUARED FINANCE CO., LIGHTSQUARED
NETWORK LLC, LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED
SUBSIDIARY LLC, LIGHTSQUARED BERMUDA LTD., SKYTERRA
HOLDINGS (CANADA) INC., SKYTERRA (CANADA) INC. AND ONE DOT SIX
TVCC CORP. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")**

**SUPPLEMENTAL REPORT TO THE FIRST REPORT OF THE
INFORMATION OFFICER**

ALVAREZ & MARSAL CANADA INC.

June 22, 2012

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PURPOSE OF THIS REPORT

1. Alvarez & Marsal Canada Inc., in its capacity as Information Officer, filed with this Court the first report of the Information Officer dated June 12, 2012 (the “**First Report**”) to provide this Court with information concerning: (i) the recent orders (the “**Foreign Orders**”) of the U.S. Bankruptcy Court that LightSquared LP (the “**Foreign Representative**” or the “**Applicant**”) sought recognition of by this Court by way of motion served June 7, 2012 returnable on June 14, 2012; (ii) other matters in the U.S. Chapter 11 Cases; and (iii) a summary of the activities of the Information Officer to June 12, 2012.
2. On June 14, 2012, the Honourable Justice Morawetz granted an order (the “**Recognition Order**”) recognizing the Foreign Orders, including the Cash Collateral Order (defined below). The Cash Collateral Order entered by the U.S. Bankruptcy Court late on June 13, 2012, had been significantly amended from the draft version served by the Applicant in these proceedings on June 7, 2012 (the “**Draft Order**”).
3. The purpose of this supplemental report to the First Report of the Information Officer (the “**Supplemental Report**”) is to provide information about the key changes reflected in the Cash Collateral Order as recognized by this Honourable Court. The Information Officer was unable to comment on the Cash Collateral Order in its First Report which was served prior to the order having been entered.
4. In preparing this Supplemental Report, A&M Canada has relied on information and documents provided by the Foreign Representative, the Chapter 11 Debtors and their counsel. A&M Canada has not audited, reviewed or otherwise attempted to independently verify the accuracy or completeness of this information. Accordingly, A&M Canada expresses no opinion or other form of assurance on the information contained herein or relied on in its preparation.
5. Defined terms not otherwise defined herein shall have the meanings given to such terms in the First Report and the Cash Collateral Order. Copies of all documents

previously filed in these CCAA Recognition Proceedings may be downloaded from the Information Officer's website for this matter:

www.amcanadadoes.com/lightsquared.

6. Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars.

THE CASH COLLATERAL ORDER

Overview

7. On June 11, 2012, the U.S. Bankruptcy Court heard and granted the Chapter 11 Debtors' motions for certain final orders in the Chapter 11 Cases. The hearing on the motion for an order dealing with the Chapter 11 Debtors' use of cash collateral and the granting of adequate protection to the prepetition secured parties was adjourned, ultimately several times, to allow the Chapter 11 Debtors and the prepetition secured parties to continue discussions to resolve outstanding objections.
8. On June 13, 2012, upon all outstanding objections having been resolved, the U.S. Bankruptcy Court in the Chapter 11 Cases entered an Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the "**Cash Collateral Order**").
9. On June 14, 2012, shortly before this Court granted the Recognition Order, lawyers for the Applicant served and filed in these CCAA Recognition Proceedings, as exhibits to the Supplemental Affidavit of Jarvis H. Hetu, a copy of the Cash Collateral Order entered by the U.S. Bankruptcy Court as well as a copy thereof blacklined to the Draft Order.
10. The Cash Collateral Order, *inter alia*, authorizes the use of Cash Collateral of the Prepetition Secured Parties and provides adequate protection to the Prepetition

Secured Parties for any diminution in the value of their interests in the Prepetition Collateral resulting from the Chapter 11 Debtors' use, sale or lease of the Prepetition Collateral during the Chapter 11 Cases, pursuant to sections 361, 362 and 363 of the U.S. Bankruptcy Code.

11. The Cash Collateral Order includes the following findings by the U.S. Bankruptcy Court:
 - a. The Prepetition Secured Parties have agreed and consented to the use of their respective Prepetition Collateral, including Cash Collateral, in exchange for, *inter alia*, (a) the Adequate Protection Liens and 507(b) Claims and (b) the Adequate Protection Payments until the occurrence of an LP Termination Event or an Inc. Withdrawal Event, as applicable (as summarized below);
 - b. The Chapter 11 Debtors use of the Prepetition Collateral, including Cash Collateral of the Prepetition LP Lenders, is critical to enable them to continue operations and to administer and preserve the value of their estates;
 - c. The ability of the Chapter 11 Debtors to engage in ongoing discussions with the FCC regarding the deployment of their network, to maintain business relationships with their vendors, suppliers and customers, to pay their employees and otherwise finance their operations requires the use of the Prepetition Collateral, including Cash Collateral of the Prepetition LP Lenders, the absence of which would result in immediate and irreparable loss or damage to the Chapter 11 Debtors, their estates, and their creditors;
 - d. The Chapter 11 Debtors do not have sufficient available sources of unencumbered cash to operate their businesses or maintain their properties in the ordinary course of business without the authorized use of the Prepetition LP Lenders' Cash Collateral; and
 - e. Granting the relief requested is fair and reasonable and in the best interests of the Chapter 11 Debtors, their estates and their stakeholders.

Background – Inc. Debt Structure Summary

12. The Prepetition Inc. Credit Facility provided LightSquared Inc. with term loans in the aggregate principal amount of \$278,750,000. As of the Petition Date, an aggregate principal amount of approximately \$322,333,494 was outstanding under the Prepetition Inc. Credit Agreement.
13. To secure the Prepetition Inc. Obligations, the Inc. Obligors granted to the Prepetition Inc. Agent, for the benefit of the Prepetition Inc. Lenders, first-priority security interests in and liens on (a) the One Dot Six Lease, (b) the One Dot Four Lease, (c) the capital stock of each Prepetition Inc. Subsidiary Guarantor, and (d) all proceeds and products of each of the foregoing whether obtained prepetition or postpetition. The Prepetition Inc. Collateral does not include cash other than proceeds of the Prepetition Inc. Collateral. The three Chapter 11 Debtors that are Canadian companies (the “**Canadian Debtors**”), namely, LightSquared Corp., SkyTerra Holdings (Canada) Inc. and SkyTerra (Canada) Inc., are not obligors or guarantors of the Prepetition Inc. Obligations.
14. As of the Petition Date, the Chapter 11 Debtors had approximately \$15 million in unencumbered cash in LightSquared Inc. Schedule 2 of the Cash Collateral Order provides a summary of LightSquared Inc.’s standalone rolling monthly cash forecast and the LightSquared Inc. and LightSquared LP consolidated rolling monthly cash forecast for the period January 1, 2012 to March 31, 2014.
15. LightSquared Inc.’s standalone rolling monthly cash forecast shows the \$15 million in unencumbered cash being used by January 31, 2013. As a result, the Chapter 11 Debtors and the Prepetition Inc. Agent are in discussions regarding debtor-in-possession financing (“**DIP Financing**”). The Chapter 11 Debtors intend to seek approval in the U.S. Bankruptcy Court of an interim order on June 28, 2012 (the “**Interim DIP Order**” for future financing and a final order on July 17, 2012 (collectively, the “**DIP Orders**”). As currently contemplated, the DIP Financing and

DIP Orders will not affect the Canadian Debtors or any assets held by the Canadian Debtors.

16. Since the Petition Date, LightSquared Inc. has used approximately \$3.5 million of its unencumbered cash to fund LightSquared LP's and its subsidiaries' estates' restructuring expenses, which amount has since been repaid to LightSquared Inc.

Background – LP Debt Structure Summary

17. The Prepetition LP Credit Facility provided LightSquared LP with term loans in the aggregate principal amount of \$1,500,000,000. As of the Petition Date, an aggregate principal amount of approximately \$1,700,571,106 was outstanding under the Prepetition LP Credit Agreement.
18. To secure the Prepetition LP Obligations, the LP Obligors granted to the Prepetition LP Agent for the benefit of the Prepetition LP Lenders first-priority security interests in and liens on (a) substantially all of the assets of LightSquared LP and the Prepetition LP Subsidiary Guarantors, (b) the equity interests of LightSquared LP and the Prepetition LP Parent Guarantors (except LightSquared Inc.), (c) certain equity interests owned by the Pledgors, (d) the Intercompany Notes and (e) the rights of LightSquared Inc. under and arising out of the Inmarsat Cooperation Agreement. The Canadian Debtors are Prepetition LP Subsidiary Guarantors.
19. As of the Petition Date, LightSquared LP had no unencumbered cash but had approximately \$190 million of Cash Collateral. Schedule 1 of the Cash Collateral Order provides a summary of LightSquared LP's standalone rolling monthly cash forecast.

Significant Changes to the Draft Order

20. The following summarizes the significant changes made to the Draft Order to arrive at the Cash Collateral Order.

Use of the Prepetition LP Lenders' Cash Collateral

21. The Chapter 11 Debtors are authorized to use the Prepetition LP Lenders' Cash Collateral in accordance with the Budget (attached as Schedule 1 to the Cash Collateral Order) for one year from the date the Cash Collateral Order is entered by the U.S. Bankruptcy Court or until the occurrence of an LP Termination Event.
22. The Budget relates solely to the use of Cash Collateral at LightSquared LP of approximately \$190 million and does not include the unencumbered cash at LightSquared Inc. (as provided in Schedule 2 to the Cash Collateral Order).
23. The Chapter 11 Debtors may use the Prepetition LP Lenders' Cash Collateral in excess of the amount set forth in the Budget for any particular expenditure line item so long as the percentage deviation for all operating expenditure line items during any two month period does not exceed 15% in the aggregate of the amount set forth in the Budget for all operating expenditure line items and payments requiring court approval (i.e. bonus, severance, and critical vendor payments); payments to restructuring professionals and payments to Prepetition Secured Parties are not included.
24. Payments for capital expenditures may be used on an aggregate basis at any time over the entire 12 month period of the Budget.
25. Based on the Budget, access to the Prepetition LP Lenders' Cash Collateral would provide sufficient funding to allow the Chapter 11 Debtors to continue their operations for 14 months or to October 2013.

Further Adequate Protection

26. As further adequate protection, certain entitlements for the Prepetition Inc. Lenders were granted, including, *inter alia*:

- a. Pending entry of a DIP Order on or before June 30, 2012, the Prepetition Inc. Obligations will accrue interest at the non-default contract rate and consistent with the Prepetition Inc. Credit Agreement. The Inc. Obligors' are not required to pay this obligation during the Chapter 11 Cases;
- b. Upon entry of the DIP Order, interest on the Prepetition Inc. Obligations accrue at the default rate of interest from and after the Petition Date. A hearing for the Interim DIP Order is currently scheduled for June 28, 2012;
- c. If a DIP Order is not entered on or before June 30, 2012, there will be a hearing in the U.S. Bankruptcy Court on July 17, 2012 to consider whether interest should accrue on the Prepetition Inc. Obligations at the default rate from and after the Petition Date; and
- d. In the event that the Prepetition Inc. Obligations are later determined to be under secured, any party in interest would be able to seek to terminate, or reallocate to principal payments, the accrual of such postpetition interest.

27. As further adequate protection, certain entitlements for the Prepetition LP Lenders were also granted, including, *inter alia*:

- a. The payment of \$6.25 million, inclusive of interest and professional fees and expenses (incurred prior to or after the Petition Date), per month starting on July 1, 2012;
- b. The funds are to be applied in the following order: (a) for non-professional fees and expenses of the Prepetition LP Agent; (b) for LP professional fees; and (c) for interest on the Prepetition LP Obligations;
- c. The amount would be applied to the LP Professional Fees only as long as the Ad Hoc LP Secured Group is the largest group (by dollar amount) of the Prepetition LP Lenders; and
- d. The right of the Prepetition LP Lenders to accrue interest (including at a default rate), fees, expenses or charges to the fullest extent permitted under

section 506(b) of the U.S. Bankruptcy Code. All parties reserve all rights to assert that any such payments of interest and LP Professional Fees made by the LP Obligors constitute and may be reallocated or recharacterized as principal repayments of the Prepetition LP Obligations.

Financial and Other Reporting Obligations

28. The Cash Collateral Order added the following financial and other reporting obligations, *inter alia*:

- a. To provide the Prepetition LP Agent and its financial and legal advisors as well as the financial advisor to the Prepetition Inc. Agent with (a) weekly cash balances as of the last day of the prior week, and (b) a reconciliation of revenues generated and expenditures made during the prior month and cumulatively during the Chapter 11 Cases, (c) a comparison of such amounts to the amounts projected in the Budget, and (d) an update of the Budget through June 2013; and
- b. To provide certain professionals from White & Case LLP and Blackstone, advisors to the Prepetition LP Lenders, with periodic updates and reasonably detailed information regarding any significant meetings, discussions or proposals with respect to the material assets of the Debtors, including, meetings with the FCC and/or federal agencies; and
- c. The intention of reporting obligations is to provide the Ad Hoc LP Secured Group with reasonable information and reasonable time to consider the impact of all FCC and related matters on its interests. The Cash Collateral Order finds that this is an integral element and the basis of the Ad Hoc LP Secured Group's consent to the use of its Cash Collateral.

Release to Prepetition Secured Parties

29. The Cash Collateral Order provides a release by the Chapter 11 Debtors on behalf of themselves and their estates and any party acting by, through or under them, in favour of the Prepetition Inc. Lenders and the Prepetition LP Lenders for lender liability, equitable subordination and/or avoidance actions with respect to the Prepetition

Obligations, the Prepetition Liens, or the Prepetition Facilities. This release is subject to the rights of parties other than the Debtors during the Investigation Period set out in section 12 of the Cash Collateral Order and referred to below.

Reservation of Rights

30. The Cash Collateral Order states that adequate protection is being provided on account of the interests in and liens on property of the estates on which liens are granted subject to the full reservations of rights as set forth primarily in section 12 thereof.

31. Section 12, entitled "Investigation Period," was added and states that the adequate protection liens for Inc. and LP, the Section 507(b) Claim, the Prepetition Inc. Liens and the Prepetition LP Liens, are senior to the claims for professionals retained by the Chapter 11 Debtors for services related to objecting to any claims or liens with respect to the Prepetition Inc. and LP facilities save and except for up to \$50,000 which may be used to pay for counsel retained by the Committee. Further, any party in interest other than the Chapter 11 Debtors have until August 11, 2012 (the "**Investigation Termination Date**") to investigate the validity of the Inc. and LP Prepetition Obligations and Liens. Notwithstanding the foregoing sentence, the Investigation Termination Date for Prepetition Inc. Obligations owing or Prepetition Inc. Liens granted to, or any other Claims and Defenses against, affiliates of the Debtors or any successor holder that acquired Prepetition Inc. Obligations after the Petition Date ("**Affiliate Challenges**"), is the earlier of (i) sixty days after the occurrence of an LP Termination Event and (ii) ten months from the date hereof; provided, that in the event the Ad Hoc LP Secured Group files an Ad Hoc Group Standing Motion, such period to be extended, for the Ad Hoc LP Secured Group only, to the date which is five business days after the date which the U.S. Bankruptcy Court enters an order granting the Ad Hoc Group Standing Motion. In the event that the security interests or claims of the Prepetition Inc. Agent, the Prepetition Inc. Lenders, the Prepetition LP Agent or of the Prepetition LP Lenders are voided or subordinated then any lien or priority granted to the Prepetition Inc. Agent or the Prepetition LP

Agent, as applicable, under the Cash Collateral Order may be voided or subordinated to the same extent and no provision of the order impairs the U.S. Bankruptcy Court from imposing any appropriate remedy.

32. In addition, under section 21, there remains a reservation of rights of the Prepetition Secured Parties to seek modification of the grant of adequate protection provided thereunder.

Other Changes to the Draft Order

33. A summary of the other changes made to the Interim Cash Collateral Order to get to in arriving at the Cash Collateral Order, *inter alia*, is as follows:

- a. The Prepetition LP Lenders consent to the repayment to LightSquared Inc. of any costs and expenses paid on behalf of the LP Obligors' estates since the Petition Date from unencumbered cash. If a DIP Order is not entered, the Chapter 11 Debtors reserve their rights to seek further order of the U.S. Bankruptcy Court authorizing the distribution of the Prepetition LP Lenders' Cash Collateral to the Inc. Obligors to fund, *inter alia*, their costs and expenses.
- b. The Inc. Adequate Protection Liens exclude, *inter alia*, the assets of the Prepetition LP Subsidiary Guarantors and the unencumbered assets of LightSquared Inc.
- c. The LP Adequate Protection Liens exclude, *inter alia*, the assets of the Prepetition Inc. Subsidiary Guarantors, the unencumbered assets of LightSquared Inc., and the SkyTerra-2 satellite and related assets.
- d. The following Inc. Carve-Out provisions were added:
 - i. Reasonable fees and expenses incurred by a trustee for the Inc. Obligors, not to exceed \$50,000; and

- ii. Allowed and unpaid professional fees and expenses allocable to the Inc. Obligors incurred on or after the Termination Date or as otherwise ordered by the U.S. Bankruptcy Court, not to exceed \$1.5 million plus allowed fees and expenses allocable to the Inc. Obligors incurred prior to the Termination Date.

- e. The following LP Carve-Out provisions were added or modified:

- i. Statutory fees payable to the Clerk of the U.S. Bankruptcy Court; and

- ii. Allowed and unpaid professional fees and expenses allocable to the LP Obligors incurred on or after the Termination Date or as otherwise ordered by the U.S. Bankruptcy Court, not to exceed \$4.0 million plus allowed fees and expenses allocable to the LP Obligors incurred prior to the Termination Date.

- f. The Prepetition Inc. and LP Agents have the right to Credit Bid their obligations.

34. Additional provisions were added regarding the termination of the Chapter 11

Debtors' authorization to use the Prepetition LP Lenders' Cash Collateral. The Cash Collateral Order states that authorization will terminate automatically one year from the date of the Cash Collateral Order or upon five days prior written notice by the Prepetition LP Agent to the Chapter 11 Debtors upon the occurrence of any of the following LP Termination Events:

- a. The U.S. Bankruptcy Court enters an order dismissing any of the Chapter 11 Cases of the Chapter 11 Debtors with material assets or converting any such Chapter 11 Cases to cases under chapter 7;
- b. The U.S. Bankruptcy Court enters an order appointing a chapter 11 trustee in any of the Chapter 11 Cases of the Chapter 11 Debtors with material assets that is not stayed following entry;

- c. The U.S. Bankruptcy Court enters an order staying, reversing, or vacating, in a manner materially adverse to the Prepetition LP Agent or the Prepetition LP Lenders and without prior consent of the Prepetition LP Agent or the Prepetition LP Lenders, the Cash Collateral Order;
- d. A chapter 11 plan is confirmed and becomes effective for the LP Obligors;
- e. The U.S. Bankruptcy Court enters an order appointing an examiner with enlarged powers in any of the Chapter 11 Cases of the LP Obligors, or any LP Obligor files a motion or other pleading seeking the dismissal of its Chapter 11 Case under section 1112 of the U.S. Bankruptcy Code or otherwise;
- f. Except as expressly allowed in the Cash Collateral Order or the DIP Orders, the U.S. Bankruptcy Court enters an order granting any lien on, or security interest in, any Prepetition LP Collateral in favour of any party other than the Prepetition LP Agent or Prepetition LP Collateral Trustee, as the case may be, on behalf of the Prepetition LP Secured Parties, that is senior to, or *pari passu* with, the Prepetition LP Liens or the LP Adequate Protection Liens or granting an administrative claim payable by an LP Obligor to any party other than the Prepetition LP Agent or Prepetition LP Collateral Trustee, as the case may be, on behalf of the Prepetition LP Secured Parties, that is senior to, or *pari passu* with, the LP Section 507(b) Claim without the express written consent of the Prepetition LP Agent;
- g. The U.S. Bankruptcy Court enters an order approving any claims for recovery of amounts under section 506(c) of the U.S. Bankruptcy Code or otherwise arising from the preservation or disposition of any Prepetition LP Collateral;
- h. The U.S. Bankruptcy Court enters an order granting relief from the automatic stay under section 362 of the U.S. Bankruptcy Code with respect to all or any material portion of the property of the LP Obligors' estates except in connection with financing provided to the Inc. Obligors in connection with the DIP Orders;
- i. The Chapter 11 Debtors make any payment (including "adequate

protection” payments) on or in respect of any prepetition indebtedness or prepetition obligations of an LP Obligor other than (i) on account of the Prepetition LP Obligations under the Prepetition Credit Documents, (ii) as permitted under the Cash Collateral Order, or (iii) as permitted by any order of the U.S. Bankruptcy Court;

- j. The Chapter 11 Debtors seek to, or support (in any such case by way of, *inter alia*, any motion or other pleading filed with the U.S. Bankruptcy Court or any other writing to another party in interest executed by or on behalf of the Chapter 11 Debtors) any other person’s motion to disallow or subordinate in whole or in part any Prepetition LP Secured Party’s claim in respect of the Prepetition LP Obligations, or to challenge the validity, enforceability, perfection, or priority of the liens in favour of the Prepetition LP Agent or the Prepetition LP Lenders (including, without limitation, any Prepetition LP Liens);
- k. The Chapter 11 Debtors file a motion seeking to obtain any credit or incur any financing indebtedness that is secured by a lien on, or security interest in, the Prepetition LP Collateral which is senior to or *pari passu* with the Prepetition LP Liens or the LP Adequate Protection Liens, or having administrative priority status which is senior to or *pari passu* with the LP Section 507(b) Claim, other than the proposed 507(b) claim against LightSquared Inc. pursuant to the DIP Orders;
- l. The Chapter 11 Debtors file any pleading seeking, or otherwise consenting to, or support or acquiesce in any other person’s motion as to, any of the matters set forth in paragraphs (a) through (c) above and paragraphs (e) through (g) above;
- m. The Chapter 11 Debtors fail to comply with the terms of the Cash Collateral Order in any material respect, it being understood that non-compliance with the Permitted Variance constitutes material non-compliance with the Cash Collateral Order; and
- n. The Chapter 11 Debtors’ period of exclusivity to file a Plan, or solicit acceptances thereof, has been terminated, as long as such termination is

not sought by, or for the benefit of, any Prepetition LP Secured Party.

35. The Cash Collateral Order was also revised with respect to the Chapter 11 Debtors' consensual use of Prepetition Inc. Collateral. The Cash Collateral Order states that authorization will terminate automatically on November 15, 2013 or consent to use the Prepetition Inc. Collateral will be withdrawn upon the occurrence any of the following Inc. Withdrawal Events:

- a. The U.S. Bankruptcy Court enters an order dismissing any of the Chapter 11 Cases of the Chapter 11 Debtors with material assets or converting any such Chapter 11 Cases to cases under chapter 7;
- b. The U.S. Bankruptcy Court enters an order appointing a chapter 11 trustee in any of the Chapter 11 Cases of the Chapter 11 Debtors with material assets that is not stayed following entry;
- c. The U.S. Bankruptcy Court enters an order appointing an examiner with expanded powers in any of the Chapter 11 Cases of the Inc. Obligors;
- d. The U.S. Bankruptcy Court enters an order staying, reversing, or vacating, in a manner materially adverse to the Prepetition Inc. Agent or the Prepetition Inc. Lenders and without prior consent of the Prepetition Inc. Agent or the Prepetition Inc. Lenders, this Cash Collateral Order;
- e. The Chapter 11 Debtors fail to make payments under the One Dot Six Lease when due thereunder without the prior written consent of the Prepetition Inc. Agent;
- f. The U.S. Bankruptcy Court enters an order approving the sale of all or substantially all of the Prepetition Inc. Collateral that does not provide for the payment in respect thereof to be remitted to the Prepetition Inc. Agent in respect of the Prepetition Inc. Obligations;
- g. A chapter 11 plan is confirmed and becomes effective for the Inc. Obligors;
- h. Except as expressly allowed in the Cash Collateral Order or the DIP Orders and subject to the reservation of rights set forth in paragraph 4 of the Cash Collateral Order, the U.S. Bankruptcy Court enters an order

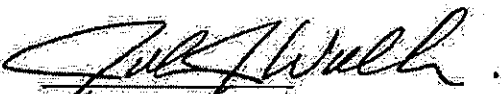
granting any lien on, or security interest in, any Prepetition Inc. Collateral in favour of any party other than the Prepetition Inc. Agent, on behalf of the Prepetition Inc. Secured Parties, that is senior to, or *pari passu* with, the Prepetition Inc. Liens or the Inc. Adequate Protection Liens or granting an administrative claim payable by an Inc. Obligor (other than LightSquared Inc.) to any party other than the Prepetition Inc. Agent on behalf of the Prepetition Inc. Secured Parties, that is senior to, or *pari passu* with, the Inc. Section 507(b) Claim without the express written consent of the Prepetition Inc. Agent;

- i. The Chapter 11 Debtors file a motion (other than a motion filed in connection with (i) the approval of the DIP Orders or (ii) the reservation of rights set forth in paragraph 4 of the Cash Collateral Order), seeking to obtain any credit or incur any financing indebtedness that is secured by a lien on, or security interest in, the Prepetition Inc. Collateral which is senior to or *pari passu* with the Prepetition Inc. Liens or the Inc. Adequate Protection Liens, or having administrative priority status which is senior to or *pari passu* with the Inc. Section 507(b) Claim; and
- j. The Chapter 11 Debtors file a motion challenging the Prepetition Inc. Agent's or the Prepetition Inc. Lenders' claims or liens.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at Toronto, Ontario this 22nd day of June, 2012.

ALVAREZ & MARSAL CANADA INC.
in its capacity as the Information Officer of
LightSquared LP and not in its personal or corporate capacity

Per:



John J. Walker

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS
AMENDED, APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED AND IN THE MATTER OF
CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT WITH RESPECT
TO THE CHAPTER 11 DEBTORS

Court File No: CV-12-9719-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTAL REPORT TO THE FIRST
REPORT OF THE INFORMATION OFFICER
June 22, 2012

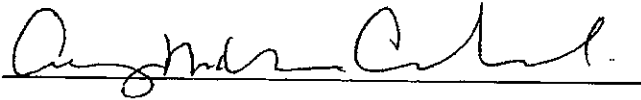
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Lawyers for the Information Officer

Exhibit "G" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia



Matthew S. Barr
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Counsel to Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
LIGHTSQUARED INC., <i>et al.</i>,	)	Case No. 12-12080 (SCC)
Debtors. ¹	)	Jointly Administered

**NOTICE OF HEARING ON LIGHTSQUARED’S MOTION FOR ORDER
APPROVING EXPEDITED PROCEDURES FOR SALE, TRANSFER,
AND/OR ABANDONMENT OF DE MINIMIS ASSETS**

PLEASE TAKE NOTICE that LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, “LightSquared”), pursuant to sections 363 and 554(a) of title 11 of the United States Code, §§ 101-1532 (the “Bankruptcy Code”), rules 2002 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-2 and 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), submit the motion

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors’ corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.



(the "Motion") for entry of an order approving expedited procedures for the sale, transfer, and/or abandonment of certain assets of *de minimis value* (the "De Minimis Assets").

PLEASE TAKE FURTHER NOTICE that a hearing (the "Hearing") on the Motion will be held before the Honorable Shelley C. Chapman, Judge of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on August 14, 2012 at 2:00 p.m. (prevailing Eastern time).

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the Motion and the relief requested therein must be made in writing, conform to the Bankruptcy Rules and the Local Rules, set forth the basis for the objection and the specific grounds therefor, and be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (b) by all other parties in interest, on a 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399 and shall be served in accordance with General Order M-399 upon each of the following:

(a) LightSquared Inc., 450 Park Avenue, Suite 2201, New York, NY 10022, Attn: Marc R. Montagner and Curtis Lu, Esq., (b) counsel to the Debtors, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005-1413, Attn: Matthew S. Barr, Esq. and Karen Gartenberg, Esq., (c) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004, Attn: Susan D. Golden, Esq., (d) counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and the DIP Agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin, Esq. and Kenneth A. Davis, Esq.,

(e) counsel to UBS AG, Stamford Branch, as administrative agent under the Prepetition LP Credit Agreement, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, Esq., and (f) counsel to the ad hoc secured group of Prepetition LP Lenders, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq. and Scott Griessman, Esq., so as to be actually received **no later than August 7, 2012 at 4:00 p.m. (prevailing Eastern time)**. Only those responses or objections that are timely filed, served, and received will be considered at the Hearing.

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written objection to the relief requested in the Motion, the Bankruptcy Court may deem any opposition waived, treat the Motion as conceded, and enter an order granting the relief requested in the Motion without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be obtained at no charge at <http://www.kccllc.net/LightSquared> or for a fee via PACER at <http://www.nysb.uscourts.gov>.

New York, New York
Dated: July 31, 2012

Respectfully submitted,

/s/ Matthew S. Barr
Matthew S. Barr
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Counsel to Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
LIGHTSQUARED INC., <i>et al.</i>,	)	Case No. 12-12080 (SCC)
Debtors. ¹	)	Jointly Administered

LIGHTSQUARED’S MOTION FOR ORDER APPROVING EXPEDITED PROCEDURES FOR SALE, TRANSFER, AND/OR ABANDONMENT OF DE MINIMIS ASSETS

LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, “LightSquared”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), file this motion (the “Motion”) for entry of an order (the “Order”), approving expedited procedures for the sale, transfer, and/or abandonment of De Minimis Assets (as defined below).

In support of this Motion, LightSquared respectfully states as follows:

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors’ corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334.

This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory basis for the relief requested herein are sections 363 and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), rules 2002 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-2 and 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules").

Background

4. On May 14, 2012 (the "Petition Date"), LightSquared filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

5. LightSquared continues to operate its businesses and manage its properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committee has been appointed in these Chapter 11 Cases. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

6. Detailed descriptions of LightSquared's businesses, assets, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases are set forth in the Declaration of Marc R. Montagner, Chief Financial Officer and Interim Co-Chief Operating Officer of LightSquared Inc., (a) in Support of First Day Pleadings and (b) Pursuant to Rule 1007-2 of Local Bankruptcy Rules for United States Bankruptcy Court for Southern District of

New York [Docket No. 3] (the “First Day Declaration”), filed on the Petition Date, which is incorporated herein by reference.²

Background to Motion

7. LightSquared maintains various assets, which are currently, or in the foreseeable future may become, unnecessary for the ongoing restructuring and operation of its businesses. As a result, LightSquared is engaged in the process of identifying certain surplus, obsolete, or non-core assets (the “De Minimis Assets”) and anticipates that during the pendency of these Chapter 11 Cases, it will attempt to sell, transfer, or abandon a number of those De Minimis Assets that are unproductive, nonessential, or burdensome.

8. In the past, LightSquared has, from time-to-time in the ordinary course of business, disposed of De Minimis Assets which has included, among other things, outdated computer equipment, obsolete network infrastructure equipment, and other unnecessary non-satellite real property and equipment, thereby shedding the costs associated with maintaining unnecessary assets and bolstering LightSquared’s cash positions by monetizing the De Minimis Assets. These dispositions are therefore beneficial to LightSquared’s estates. To reduce costs to LightSquared’s estates in disposing of De Minimis Assets, LightSquared proposes the procedures below to streamline the disposition process, while at the same time ensuring that parties in interest receive appropriate notice of such sales. LightSquared believes that the asset sale procedures described herein will allow LightSquared to dispose of De Minimis Assets in an efficient and cost-effective manner.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

A. Proposed De Minimis Asset Procedures

9. **Sale or Transfer.** LightSquared proposes to sell or transfer De Minimis Assets for the highest and/or best offer received, taking into consideration the exigencies and circumstances in each such sale or transfer, under the following procedures (the “Asset Sale Procedures”):

- (a) **Sale Price Less Than or Equal to \$500,000.** With regard to a sale or transfer of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a selling price³ less than or equal to \$500,000, LightSquared proposes that it may consummate such a sale or transfer without further notice or order of the Court if LightSquared determines, in the reasonable exercise of its business judgment and after consultation with the Prepetition Agents and the Ad Hoc LP Secured Group, that it is in the best interests of the estates.
- (b) **Sale Price Greater Than \$500,000 but Less Than or Equal to \$1,000,000.** With regard to a sale or transfer of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a selling price greater than \$500,000 and less than or equal to \$1,000,000 (the “Sale Cap”), LightSquared proposes that the following procedures (the “Sale Notice Procedures”) be approved and implemented for each such sale or transfer (each, a “Proposed Sale”):
- (i) LightSquared will serve a notice of each Proposed Sale (the “Sale Notice”) on: (a) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Susan D. Golden, Esq., (b) counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and the DIP Agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin, Esq. and Kenneth A. Davis, Esq., (c) counsel to UBS AG, Stamford Branch, as administrative agent under the Prepetition LP Credit Agreement, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, Esq., (d) counsel to the ad hoc secured group of Prepetition LP Lenders (the “Ad Hoc LP Secured Group.”) White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq. and Scott Greissman, Esq., (e) counsel to Harbinger Capital Partners LLC, Attn: Debra A. Dandeneau, Esq. and Ronit Berkovich, Esq.,

³ For purposes of these procedures, selling price shall refer to the proposed net proceeds of any sale transaction.

(f) any known holder of other Liens (as defined below) asserted against the relevant De Minimis Assets, and (g) the proposed purchaser or transferee (the "Proposed Purchaser") (collectively, the "Sale Notice Parties"). The Sale Notice will be served on the Sale Notice Parties by facsimile or e-mail, if possible, and by overnight mail. LightSquared may, but is not required to, file a copy of the Sale Notice with the Bankruptcy Court.

- (ii) The Sale Notice will specify:
1. the De Minimis Asset(s) to be sold or transferred;
 2. the identity of the Proposed Purchaser and any relationship the Proposed Purchaser has to LightSquared;
 3. the proposed cash consideration and other consideration to be paid by the Proposed Purchaser;
 4. the material economic terms and conditions of the Proposed Sale; provided, that LightSquared shall not be obligated to disclose any confidential pricing terms included in any supply, manufacturing, licensing, or other similar contracts executed or proposed to be executed as part of the Proposed Sale to any interested party unless such party has entered into an acceptable confidentiality agreement with LightSquared;
 5. any contracts to be assumed and assigned in connection with the Proposed Sale;
 6. the identities of any known parties holding or asserting Liens or other interests or potential interests in the relevant De Minimis Assets; and
 7. instructions regarding the procedures to assert objections to the Proposed Sale.
- (iii) The Sale Notice Parties will have until 5:00 p.m., prevailing Eastern time, on the fifth (5th) Business Day following service of the Sale Notice (the "Sale Objection Deadline") to object to the Proposed Sale. Any such objection (a "Sale Objection") must be: (a) made in writing, stating the Sale Objection with specificity; and (b) filed with the Bankruptcy Court and served on counsel to LightSquared and the Sale Notice Parties so as to be received by or on the Sale Objection Deadline. "Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in

New York City, NY are authorized or obligated by law or executive order to close.

1. If the terms of a Proposed Sale are materially amended after transmittal of the Sale Notice but prior to the Sale Objection Deadline, LightSquared will send a revised Sale Notice to the Sale Notice Parties. The Sale Notice Parties will have an additional three (3) Business Days to object in accordance with the Sale Objection procedures described above.
2. If no Sale Objection is properly filed and served by the Sale Objection Deadline, LightSquared will be authorized, without further notice and without further Bankruptcy Court approval, to consummate the Proposed Sale in accordance with the terms and conditions of the underlying contract or contracts and take such other actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any commission.
3. If a Sale Notice Party properly files and serves a Sale Objection to a Proposed Sale prior to the Sale Objection Deadline, LightSquared and such objecting party will use good faith efforts to resolve the Sale Objection consensually; provided, however, that if terms of the Proposed Sale were materially amended to resolve the Sale Objection, LightSquared will send a revised Sale Notice to the Sale Notice Parties and the Sale Notice Parties will have an additional five (5) Business Days to object in accordance with the Sale Objection procedures described above. If LightSquared and the objecting Sale Notice Party are unable to resolve the Sale Objection, LightSquared will not consummate the proposed transaction without first obtaining Bankruptcy Court approval of such Proposed Sale upon notice and a hearing, unless such Sale Objection shall have been withdrawn; provided further that LightSquared may consummate any portion of the Proposed Sale that is not a subject of the Sale Objection without Bankruptcy Court approval.
4. Any valid and enforceable Liens on the De Minimis Assets to be sold will attach to the net proceeds of the Proposed Sale in the same priority as existed prior to such sale and subject to any claims and defenses that LightSquared may possess with respect thereto.

5. To the extent that a competing bid is received for the purchase of De Minimis Assets in a particular Proposed Sale after service of the Sale Notice that, in LightSquared's sole discretion in the exercise of its business judgment, and after consultation with the Prepetition Agents and the Ad Hoc LP Secured Group, materially exceeds the value of the purchase price contained in the Sale Notice and/or represents a superior sale arrangement for LightSquared, then LightSquared may file and serve an amended Sale Notice for the Proposed Sale to the subsequent bidder pursuant to the Sale Notice Procedures, even if the proposed purchase price exceeds the Sale Cap, and may consummate the Proposed Sale to the subsequent bidder without Bankruptcy Court approval on terms otherwise consistent with the Sale Notice Procedures.
6. LightSquared may consummate a Proposed Sale prior to the expiration of the applicable Sale Objection Deadline if LightSquared obtains each Sale Notice party's prior consent to the Proposed Sale. The applicable Proposed Sale, including the assumption and assignment or rejection of executory contracts and unexpired leases proposed in connection with the Proposed Sale, will be deemed final and fully authorized by the Bankruptcy Court upon either the (a) expiration of the Sale Objection Deadline without the assertion of any Sale Objections or (b) consent of all Sale Notice Parties.

- (c) Nothing in the foregoing De Minimis Asset Sale Procedures shall prevent LightSquared, in its sole discretion, from seeking Bankruptcy Court approval of any Proposed Sale upon notice and a hearing.

10. **Abandonment.** LightSquared intends to sell the De Minimis Assets where possible. Nevertheless, if LightSquared is unable to find purchasers for any De Minimis Asset, LightSquared seeks the authority to abandon such property pursuant to the following procedures (the "**Abandonment Procedures**") where, in the exercise of reasonable business judgment, LightSquared determines that the cost of continuing to maintain, relocate, and store such De Minimis Assets outweighs any potential recovery from a future sale:

- (a) **De Minimis Assets with Book Value of \$500,000 or Less:** With regard to De Minimis Assets with a book value of \$500,000 or less, LightSquared

proposes that no notice or hearing shall be required for LightSquared to abandon such De Minimis Assets where maintaining the De Minimis Assets is more expensive than not doing so and it appears after reasonable investigation and consultation with the Prepetition Agents and the Ad Hoc LP Secured Group that it is not possible to sell the De Minimis Assets for more than the likely expenses of such sale. LightSquared will maintain records for all such abandonments.

(b) **De Minimis Assets with Book Value of \$500,000 but Less Than or Equal to \$1,000,000 (“Abandonment Cap,” and Together with Sale Cap, “Cap”)**: LightSquared proposes that the following procedures (the “Abandonment Notice Procedures”) be approved and implemented for the abandonment of the De Minimis Assets where maintaining the De Minimis Assets is more expensive than not doing so and it appears after reasonable investigation that it is not possible to sell the De Minimis Assets for more than the likely expenses of such sale:

(i) LightSquared will serve a notice of each proposed abandonment (the “Abandonment Notice”) on: (a) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Susan D. Golden, Esq., (b) counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and the DIP Agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin, Esq. and Kenneth A. Davis, Esq., (c) counsel to UBS AG, Stamford Branch, as administrative agent under the Prepetition LP Credit Agreement, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, Esq., (d) counsel to the Ad Hoc LP Secured Group, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq. and Scott Greissman, Esq., (e) counsel to Harbinger Capital Partners LLC, Attn: Debra A. Dandeneau, Esq. and Ronit Berkovich, Esq., and (f) any holder of other Liens asserted against the relevant De Minimis Assets or any other known interested party in the relevant De Minimis Assets (the “Abandonment Notice Parties”). The Abandonment Notice will be served on the Abandonment Notice Parties by facsimile or e-mail, if possible, and by overnight mail. LightSquared may, but is not required to, file a copy of the Abandonment Notice with the Bankruptcy Court.

(ii) The Abandonment Notice will specify:

1. the De Minimis Assets being abandoned;
2. a summary of the reasons for abandoning such De Minimis Assets; and

3. the identities of any known parties holding or asserting Liens or other interests or potential interests in the relevant De Minimis Assets.
- (iii) The Abandonment Notice Parties will have until 5:00 p.m., prevailing Eastern time, on the fifth (5th) Business Day following service of the Abandonment Notice (the "Abandonment Objection Deadline") to object to the proposed abandonment. Any such objection (an "Abandonment Objection") must be (a) made in writing, stating the Abandonment Objection with specificity; and (b) filed with the Bankruptcy Court and served on counsel to LightSquared and the Abandonment Notice Parties so as to be received by the Abandonment Objection Deadline. The Abandonment Objection Deadline and required service addresses will be identified in the Abandonment Notice.
 - (iv) If an Abandonment Notice Party properly files and serves an Abandonment Objection to a proposed abandonment prior to the Abandonment Objection Deadline, LightSquared and such objecting party will use good faith efforts to resolve the Abandonment Objection consensually. If LightSquared and the objecting Abandonment Notice Party are unable to resolve the Abandonment Objection, LightSquared will not consummate the proposed abandonment without first obtaining Bankruptcy Court approval of such proposed abandonment upon notice and a hearing, unless such Abandonment Objection shall have been withdrawn; provided, however, that LightSquared may consummate any portion of the proposed abandonment that is not a subject of the Abandonment Objection without Bankruptcy Court approval.

11. Additionally, during these Chapter 11 Cases, LightSquared will provide, to the extent practicable, a written report or reports, within fifteen (15) days after each calendar month (to the extent De Minimis Asset Sales or Abandonments were consummated for the relevant month), concerning any such sales, transfers, or abandonments made pursuant to the relief requested herein (including the names of the purchasing parties and the types and amounts of the sales) to the U.S. Trustee, counsel to the Prepetition LP Agent, counsel to the Prepetition Inc. Agent and the DIP Agent, counsel to the Ad Hoc LP Secured Group, counsel to Harbinger Capital Partners LLC, and those parties requesting notice pursuant to Bankruptcy Rule 2002;

provided, that LightSquared shall have no additional further reporting obligations with respect to sales of De Minimis Assets following LightSquared's filing a report pursuant to the Order thirty (30) days after confirmation of a chapter 11 plan.

Relief Requested

12. By this Motion, LightSquared respectfully requests entry of the Order authorizing the implementation of a procedure to (a) effectuate sales or transfers of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers equal to or less than \$1,000,000, free and clear of all liens, claims, interests, and encumbrances (collectively, the "Liens"), with such Liens attaching to the net proceeds of such sales with the same validity, extent, and priority as had attached to the assets immediately prior to the sale or transfer, (b) abandon De Minimis Assets that LightSquared believes in its sound business judgment have a value of less than or equal to \$1,000,000, and (c) pay any necessary fees and expenses incurred in the sale, transfer, or abandonment of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators.

Basis for Relief

A. De Minimis Asset Sale Procedures Are Appropriate Under Section 363(b)

13. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, bankruptcy courts routinely authorize sales of a debtor's assets if such sale is based upon the sound business judgment of the debtor. See In re Chateaugay Corp., 973 F.2d 141 (2d Cir. 1992) (approval of section 363(b) sale is appropriate if good business reasons exist for such sale); see also In re Lionel Corp., 722 F.2d 1063, 1071 (2d

Cir. 1983); Meyers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (Bankr. D. Del. 1999); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (Bankr. D. Del. 1991); In re Trans World Airlines, Inc., No. 01-00056, 2001 Bankr. LEXIS 980, at *29 (Bankr. D. Del. April 2, 2001).

14. LightSquared submits that the De Minimis Asset Sale Procedures reflect a reasonable exercise of its business judgment. Courts will generally accord significant deference to a debtor's business judgment to sell assets outside the ordinary course of business. See In re W.A. Mallory Co., Inc., 214 B.R. 834, 836–37 (Bankr. E.D. Va. 1997) (“[G]reat deference is given to a business in determining its own best interests.”); see also In re Global Crossing, Ltd., 295 B.R. 726, 744 n.58 (Bankr. S.D.N.Y. 2003) (“[T]he Court does not believe that it is appropriate for a bankruptcy court to substitute its own business judgment for that of the Debtors and their advisors, so long as they have satisfied the requirements articulated in the case law.”). LightSquared believes that many of the sales of De Minimis Assets would be ordinary course transactions, but is seeking court approval of the De Minimis Asset Sale Procedures out of an abundance of caution. As this Court is aware, LightSquared currently is evaluating its existing operations and is engaged in discussions with the FCC and other regulatory agencies to reach resolutions on certain issues. Requiring LightSquared to file a motion with the Court each time it seeks to dispose of relatively insignificant, non-core assets would distract from its restructuring efforts and would not be a productive use of its resources.

15. The costs of such formal proceedings also would reduce whatever value might be realized from assets that would otherwise serve no useful purpose. In addition, the De Minimis Sale Procedures afford those creditors with an interest in certain De Minimis Assets the opportunity to object to their sale and obtain a hearing if necessary.

B. Shortened and Limited Notice Is Appropriate

16. The notice and hearing requirements contained in section 363(b)(1) are satisfied if appropriate notice and an opportunity for hearing are given in light of the particular circumstances. See 11 U.S.C. § 102(1)(A) (defining “after notice and a hearing” to mean such notice and an opportunity for hearing “as [are] appropriate in the particular circumstances”). Generally, rules 2002(a)(2) and 2002(i) of the Bankruptcy Rules and rule 2002-2(b) of the Local Rules require that a minimum of twenty-one (21) days’ notice of proposed sales of property outside the ordinary course be provided by mail to “the debtor, the trustee, all creditors and indenture trustees” and any committee appointed under section 1102 of the Bankruptcy Code.

17. Courts are authorized under Bankruptcy Rule 2002(a)(2), however, to shorten the twenty-one (21)-day notice period generally applicable to asset sales, or direct another method of giving notice, upon a showing of “cause.” Courts have recognized that when determining whether notice is appropriate under the circumstances for purposes of section 102(1)(A) of the Bankruptcy Code, they are guided by fundamental notions of procedural due process. See In re Lomas Fin. Corp., 212 B.R. 46, 54 (Bankr. D. Del. 1997). Due process “requires that any notice is ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” Id. (quoting Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950)). If basic due process is afforded to interested parties and appropriate cause is established, a court may determine that shortened or limited notice of an asset sale or transfer is appropriate.

18. The usual process of obtaining court approval of each sale of De Minimis Assets would create costs to LightSquared’s estates that may undermine or eliminate the

economic benefits of the underlying transactions and may hinder LightSquared's ability to take advantage of sale or transfer opportunities that are available for only a limited time.

LightSquared therefore proposes to streamline the process and shorten the applicable notice periods as described herein to maximize the net value realized from sales or transfers of De Minimis Assets for the benefit of all parties in interest.

C. De Minimis Asset Sale Procedures Are Appropriate Under Section 363(f)

19. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a "free and clear" sale; (b) the holder of the interest consents; (c) the interest is a lien and the sales price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. 11 U.S.C. § 363(f).

20. LightSquared proposes to sell or transfer the De Minimis Assets in a commercially reasonable manner and expects that the value of the proceeds from such sales or transfers will fairly reflect the value of the property sold. LightSquared further proposes that any party with a Lien on De Minimis Assets sold or transferred pursuant to this Motion shall have a corresponding security interest in the proceeds of such sale or transfer. Moreover, LightSquared proposes that no objection to the entry of the Order approving this Motion, along with no timely objection under the De Minimis Asset Sale Procedures, as applicable, in each case following the provision of notice, be deemed "consent" to any sales or transfers pursuant to the Order within the meaning of section 362(f)(2) of the Bankruptcy Code. As such, the requirements of section 363(f) of the Bankruptcy Code would be satisfied for any proposed sales or transfers free and clear of Liens.

D. Sales of De Minimis Assets Should Be Entitled to Protections of Section 363(m)

21. Section 363(m) of the Bankruptcy Code provides, in relevant part, that the reversal or modification on appeal of an authorization under section 363(b) of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal. See 11 U.S.C. § 363(m). “Although the Bankruptcy Code does not define the meaning of “good-faith purchaser,” most courts have adopted a traditional equitable definition: one who purchases the assets for value, in good faith and without notice of adverse claims.” In re Gucci, 126 F.3d 380, 390 (2d Cir. 1997) (internal citations omitted). The Third Circuit has held that: “The requirement that a purchaser act in good faith . . . speaks to the integrity of [his] conduct in the course of the sale proceedings.” In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 147 (3rd Cir. 1986). “Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” Id. (emphasis omitted) (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1998 (7th Cir. 1978) (interpreting Bankruptcy Rule 805, precursor of section 363(m)). LightSquared will identify the Proposed Purchaser of any De Minimis Assets and submits that any agreement that results in the sale of De Minimis Assets will be an arm’s-length transaction entitled to the protections of section 363(m).

E. De Minimis Asset Abandonment Procedures Are Appropriate Under Section 554(a)

22. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). LightSquared

expects to take all reasonable steps to sell De Minimis Assets not needed in its operations. The costs associated with sales of certain De Minimis Assets, however, may exceed any possible proceeds thereof. The inability to consummate a commercially reasonable sale of De Minimis Assets would indicate that these De Minimis Assets have no meaningful monetary value to LightSquared's estates. Further, the costs of storing and maintaining such De Minimis Assets may burden LightSquared's estates. Accordingly, LightSquared contends that, in such circumstances, the abandonment of De Minimis Assets pursuant to the Abandonment Procedures is in the best interests of LightSquared's estates.

F. De Minimis Asset Sale and Abandonment Procedures Are Consistent with Procedures Approved by Courts in This District.

23. In light of the demonstrable benefits of streamlined procedures to sell, transfer, or abandon De Minimis Assets, courts in this district and other districts have approved similar procedures in other large chapter 11 cases. See, e.g., In re Eastman Kodak Co., Case No. 12-10202 (Bankr. S.D.N.Y. Feb. 28, 2012) (authorizing sales less than or equal to \$3,000,000 with no advance notice and authorizing sales greater than \$3,000,000 and less than or equal to \$10,000,000 on ten (10) days' advance notice to interested or affected parties); In re Hostess Brands, Inc., Case No. 12-22052, (Bankr. S.D.N.Y. Feb. 22, 2012) (authorizing sales less than \$750,000 with no advance notice and authorizing sales greater than or equal to \$750,000 and less than or equal to \$4,000,000 on seven (7) days' advance notice to interested or affected parties); In re Borders Grp., Inc., Case No. 11-10614 (Bankr. S.D. N.Y. May 16, 2011) (authorizing sales less than or equal to \$300,000 with no advance notice and sales greater than \$300,000 and less than or equal to \$1,000,000 on five (5) business days' advance notice to interested or affected parties); In re The Great Atl. & Pac. Tea Co., Case No. 10-24549 (Bankr. S.D.N.Y. Mar. 10, 2011) (authorizing sales less than \$500,000 with no advance notice and authorizing sales greater

than \$500,000 and less than or equal to \$4,000,000 on seven (7) days' advance notice to interested or affected parties); In re Insight Health Services Holdings Corp., Case No. 10-16564 (Bankr. S.D.N.Y. Jan. 4, 2011) (authorizing sales less than \$500,000 with no advance notice and authorizing sales greater than or equal to \$500,000 and less than or equal to \$1,500,000 on seven (7) days' advance notice to interested or affected parties); In re Lear Corp., Case No. 09-14326 (Bankr. S.D.N.Y. July 31, 2009) (authorizing sales less than or equal to \$1,000,000 with no advance notice and authorizing sales greater than \$1,000,000 and less than or equal to \$15,000,000 on fifteen (15) days' advance notice to interested or affected parties); In re Old Carco LLC (f/k/a Chrysler LLC), Case No. 09-50002 (Bankr. S.D.N.Y. June 18, 2009) (authorizing sales less than or equal to \$1,000,000 with no advance notice and authorizing sales greater than \$1,000,000 and less than or equal to \$10,000,000 on ten (10) business days' advance notice to interested or affected parties); In re Charter Commc'ns, Inc., Case No. 09-11435 (Bankr. S.D.N.Y. April 15, 2009) (authorizing abandonment and sales equal to or less than \$1,000,000 upon five (5) business days' advance notice to the U.S. Trustee and official committee of unsecured creditors and authorizing sales greater than \$1,000,000 and up to or equal to \$15,000,000 upon five (5) business days' advance notice to affected and interested parties); In re Lyondell Chem. Co., Case No. 09-10023 (Bankr. S.D.N.Y. March 12, 2009) (authorizing abandonment and sales less than \$1,000,000 with no advance notice and authorizing abandonment and sales greater than or equal to \$1,000,000 and less than or equal to \$10,000,000 upon ten (10) business days' advance notice to interested or affected parties).

24. For the foregoing reasons, LightSquared believes that granting the relief requested herein is appropriate and in the best interests of its estates, creditors, and stakeholders.

Motion Practice

25. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to this Motion. As such, LightSquared submits that this Motion satisfies Local Bankruptcy Rule 9013-1(a).

Notice

26. LightSquared has caused notice of this Motion to be provided by electronic mail, facsimile, regular or overnight mail, and/or hand delivery to (a) the U.S. Trustee, (b) the entities listed on the Consolidated List of Creditors Holding the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d), (c) counsel to the Prepetition Agents, (d) counsel to the Ad Hoc LP Secured Group, (e) counsel to Harbinger Capital Partners LLC, (f) the Internal Revenue Service, (g) the United States Attorney for the Southern District of New York, (h) the Federal Communications Commission, (i) Industry Canada, and (j) all parties who have filed a notice of appearance in the Chapter 11 Cases. LightSquared respectfully submits that no other or further notice is required or necessary.

WHEREFORE, LightSquared respectfully requests that the Court (a) enter the Order, substantially in the form attached hereto as Exhibit A, and (b) grant such other and further relief as the Court may deem just and proper.

New York, New York
Dated: July 31, 2012

/s/ Matthew S. Barr
Matthew S. Barr
Steven Z. Szanzer
Karen Gartenberg
MILBANK, TWEED, HADLEY & M^CCLOY LLP
1 Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000

Counsel to Debtors and Debtors in Possession

Exhibit A
Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
LIGHTSQUARED INC., <i>et al.</i>,	)	Case No. 12-12080 (SCC)
Debtors. ¹	)	Jointly Administered

**ORDER GRANTING LIGHTSQUARED'S MOTION FOR ORDER
APPROVING EXPEDITED PROCEDURES FOR SALE, TRANSFER,
AND/OR ABANDONMENT OF DE MINIMIS ASSETS**

Upon the motion (the "Motion")² of LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "LightSquared") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), for entry of an order (the "Order") pursuant to sections 363 and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), rules 2002 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-2 and 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"); and the Court having found that the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629) and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the First Day Declaration, as applicable.

district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion appearing adequate and appropriate under the circumstances; and the Court having found that no other or further notice is needed or necessary; and the Court having reviewed the Motion and having heard statements in support of the Motion at the hearing held on August 14, 2012 (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing, and the Court having found, that the relief requested in the Motion is in the best interests of LightSquared’s estates, its creditors, and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** that:

1. The Motion is granted to the extent set forth herein.
2. Pursuant to section 363(b) of the Bankruptcy Code, LightSquared is authorized to sell or transfer De Minimis Assets in accordance with the following De Minimis Asset Sale Procedures.

- (a) **Sale Price Less Than or Equal to \$500,000.** With regard to a sale or transfer of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a selling price³ less than or equal to \$500,000, LightSquared may consummate such a sale or transfer without further notice or order of the Court if LightSquared determines, in the reasonable exercise of its business judgment and after consultation with the Prepetition Agents and the Ad Hoc LP Secured Group, that it is in the best interests of the estates.
- (b) **Sale Price Greater Than \$500,000 but Less Than or Equal to \$1,000,000.** With regard to a sale or transfer of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a selling price greater than \$500,000 and less than or equal to \$1,000,000 (the “Sale Cap”), the following procedures

³ For purposes of these procedures, selling price shall refer to the proposed net proceeds of any sale transaction.

(the "Sale Notice Procedures") are approved and will be implemented for each such sale or transfer (each, a "Proposed Sale"):

- (i) LightSquared will serve a notice of each Proposed Sale (the "Sale Notice") on: (a) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Susan D. Golden, Esq., (b) counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and the DIP Agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin, Esq. and Kenneth A. Davis, Esq., (c) counsel to UBS AG, Stamford Branch, as administrative agent under the Prepetition LP Credit Agreement, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, Esq., (d) counsel to the ad hoc secured group of Prepetition LP Lenders (the "Ad Hoc LP Secured Group,") White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq. and Scott Greissman, Esq., (e) counsel to Harbinger Capital Partners LLC, Attn: Debra A. Dandeneau, Esq. and Ronit Berkovich, Esq., (f) any known holder of other Liens (as defined below) asserted against the relevant De Minimis Assets, and (g) the proposed purchaser or transferee (the "Proposed Purchaser") (collectively, the "Sale Notice Parties"). The Sale Notice will be served on the Sale Notice Parties by facsimile or e-mail, if possible, and by overnight mail. LightSquared may, but is not required to, file a copy of the Sale Notice with the Bankruptcy Court.
- (ii) The Sale Notice will specify:
 1. the De Minimis Asset(s) to be sold or transferred;
 2. the identity of the Proposed Purchaser and any relationship the Proposed Purchaser has to LightSquared;
 3. the proposed cash consideration and other consideration to be paid by the Proposed Purchaser;
 4. the material economic terms and conditions of the Proposed Sale; provided, that LightSquared shall not be obligated to disclose any confidential pricing terms included in any supply, manufacturing, licensing, or other similar contracts executed or proposed to be executed as part of the Proposed Sale to any interested party unless such party has entered into an acceptable confidentiality agreement with LightSquared;

5. any contracts to be assumed and assigned in connection with the Proposed Sale;
 6. the identities of any known parties holding or asserting Liens or other interests or potential interests in the relevant De Minimis Assets; and
 7. instructions regarding the procedures to assert objections to the Proposed Sale.
- (iii) The Sale Notice Parties will have until 5:00 p.m., prevailing Eastern time, on the fifth (5th) Business Day following service of the Sale Notice (the "Sale Objection Deadline") to object to the Proposed Sale. Any such objection (a "Sale Objection") must be: (a) made in writing, stating the Sale Objection with specificity; and (b) filed with the Bankruptcy Court and served on counsel to LightSquared and the Sale Notice Parties so as to be received by or on the Sale Objection Deadline. "Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in New York City, NY are authorized or obligated by law or executive order to close.
1. If the terms of a Proposed Sale are materially amended after transmittal of the Sale Notice but prior to the Sale Objection Deadline, LightSquared will send a revised Sale Notice to the Sale Notice Parties. The Sale Notice Parties will have an additional three (3) Business Days to object in accordance with the Sale Objection procedures described above.
 2. If no Sale Objection is properly filed and served by the Sale Objection Deadline, LightSquared will be authorized, without further notice and without further Bankruptcy Court approval, to consummate the Proposed Sale in accordance with the terms and conditions of the underlying contract or contracts and take such other actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any commission.
 3. If a Sale Notice Party properly files and serves a Sale Objection to a Proposed Sale prior to the Sale Objection Deadline, LightSquared and such objecting party will use good faith efforts to resolve the Sale Objection consensually; provided, however, that if terms of the Proposed Sale were materially amended to resolve the

Sale Objection, LightSquared will send a revised Sale Notice to the Sale Notice Parties and the Sale Notice Parties will have an additional five (5) Business Days to object in accordance with the Sale Objection procedures described above. If LightSquared and the objecting Sale Notice Party are unable to resolve the Sale Objection, LightSquared will not consummate the proposed transaction without first obtaining Bankruptcy Court approval of such Proposed Sale upon notice and a hearing, unless such Sale Objection shall have been withdrawn; provided further that LightSquared may consummate any portion of the Proposed Sale that is not a subject of the Sale Objection without Bankruptcy Court approval.

4. Any valid and enforceable Liens on the De Minimis Assets to be sold will attach to the net proceeds of the Proposed Sale in the same priority as existed prior to such sale and subject to any claims and defenses that LightSquared may possess with respect thereto.
5. To the extent that a competing bid is received for the purchase of De Minimis Assets in a particular Proposed Sale after service of the Sale Notice that, in LightSquared's sole discretion in the exercise of its business judgment, and after consultation with the Prepetition Agents and the Ad Hoc LP Secured Group, materially exceeds the value of the purchase price contained in the Sale Notice and/or represents a superior sale arrangement for LightSquared, then LightSquared may file and serve an amended Sale Notice for the Proposed Sale to the subsequent bidder pursuant to the Sale Notice Procedures, even if the proposed purchase price exceeds the Sale Cap, and may consummate the Proposed Sale to the subsequent bidder without Bankruptcy Court approval on terms otherwise consistent with the Sale Notice Procedures.
6. LightSquared may consummate a Proposed Sale prior to the expiration of the applicable Sale Objection Deadline if LightSquared obtains each Sale Notice party's prior consent to the Proposed Sale. The applicable Proposed Sale, including the assumption and assignment or rejection of executory contracts and unexpired leases proposed in connection with the Proposed Sale, will be deemed final and fully

authorized by the Bankruptcy Court upon either the (a) expiration of the Sale Objection Deadline without the assertion of any Sale Objections or (b) consent of all Sale Notice Parties.

- (c) Nothing in the foregoing De Minimis Asset Sale Procedures shall prevent LightSquared, in its sole discretion, from seeking Bankruptcy Court approval of any Proposed Sale upon notice and a hearing.

3. Sales to “insiders,” as that term is defined in section 101 of the Bankruptcy Code, are not covered by this Order.

4. Sales of De Minimis Assets shall be deemed arm’s-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

5. Failure to timely file a Sale Objection in accordance with the terms of this Order shall not be determined to be “consent” to such sale or transfer within the meaning of 11 U.S.C. § 363(f)(2).

6. Sales and transfers of De Minimis Assets are free and clear of all Liens, with such Liens attaching to the proceeds of such sale or transfer with the same validity, extent, and priority as had attached to such De Minimis Assets immediately prior to such sale or transfer.

7. LightSquared is authorized, pursuant to section 554(a) of the Bankruptcy Code, to abandon De Minimis Assets in accordance with the following De Minimis Asset Abandonment Procedures:

- (a) **De Minimis Assets with Book Value of \$500,000 or Less:** With regard to De Minimis Assets with a book value of \$500,000 or less, no notice or hearing shall be required for LightSquared to abandon such De Minimis Assets where maintaining the De Minimis Assets is more expensive than not doing so and it appears after reasonable investigation and consultation with the Prepetition Agents and the Ad Hoc LP Secured Group that it is not possible to sell the De Minimis Assets for more than the likely expenses of such sale. LightSquared will maintain records for all such abandonments.

- (b) **De Minimis Assets with Book Value of \$500,000 but Less Than or Equal to \$1,000,000 (“Abandonment Cap,” and Together with Sale Cap, “Cap”)**: LightSquared proposes that the following procedures (the “Abandonment Notice Procedures”) be approved and implemented for the abandonment of the De Minimis Assets where maintaining the De Minimis Assets is more expensive than not doing so and it appears after reasonable investigation that it is not possible to sell the De Minimis Assets for more than the likely expenses of such sale:
- (i) LightSquared will serve a notice of each proposed abandonment (the “Abandonment Notice”) on: (a) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Susan D. Golden, Esq., (b) counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and the DIP Agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin, Esq. and Kenneth A. Davis, Esq., (c) counsel to UBS AG, Stamford Branch, as administrative agent under the Prepetition LP Credit Agreement, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, Esq., (d) counsel to the Ad Hoc LP Secured Group, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq. and Scott Griessman, Esq., (e) counsel to Harbinger Capital Partners LLC, Attn: Debra A. Dandeneau, Esq. and Ronit Berkovich, Esq., and (f) any holder of other Liens asserted against the relevant De Minimis Assets or any other known interested party in the relevant De Minimis Assets (the “Abandonment Notice Parties”). The Abandonment Notice will be served on the Abandonment Notice Parties by facsimile or e-mail, if possible, and by overnight mail. LightSquared may, but is not required to, file a copy of the Abandonment Notice with the Bankruptcy Court.
- (ii) The Abandonment Notice will specify:
1. the De Minimis Assets being abandoned;
 2. a summary of the reasons for abandoning such De Minimis Assets; and
 3. the identities of any known parties holding or asserting Liens or other interests or potential interests in the relevant De Minimis Assets.
- (iii) The Abandonment Notice Parties will have until 5:00 p.m., prevailing Eastern time, on the fifth (5th) Business Day following

service of the Abandonment Notice (the “Abandonment Objection Deadline”) to object to the proposed abandonment. Any such objection (an “Abandonment Objection”) must be (a) made in writing, stating the Abandonment Objection with specificity; and (b) filed with the Bankruptcy Court and served on counsel to LightSquared and the Abandonment Notice Parties so as to be received by the Abandonment Objection Deadline. The Abandonment Objection Deadline and required service addresses will be identified in the Abandonment Notice.

- (iv) If an Abandonment Notice Party properly files and serves an Abandonment Objection to a proposed abandonment prior to the Abandonment Objection Deadline, LightSquared and such objecting party will use good faith efforts to resolve the Abandonment Objection consensually. If LightSquared and the objecting Abandonment Notice Party are unable to resolve the Abandonment Objection, LightSquared will not consummate the proposed abandonment without first obtaining Bankruptcy Court approval of such proposed abandonment upon notice and a hearing, unless such Abandonment Objection shall have been withdrawn; provided, however, that LightSquared may consummate any portion of the proposed abandonment that is not a subject of the Abandonment Objection without Bankruptcy Court approval.

8. LightSquared shall provide, to the extent practicable, a written report or reports, within fifteen (15) days after each calendar month (to the extent De Minimis Asset Sales or Abandonments were consummated for the relevant month), concerning any such sales, transfers, or abandonments made pursuant to the relief requested herein (including the names of the purchasing parties and the types and amounts of the sales) to the U.S. Trustee, counsel to the Prepetition LP Agent, counsel to the Prepetition Inc. Agent and the DIP Agent, counsel to the Ad Hoc LP Secured Group, counsel to Harbinger Capital Partners LLC, and those parties requesting notice pursuant to Bankruptcy Rule 2002; provided, that LightSquared shall have no additional further reporting obligations with respect to sales of De Minimis Assets following LightSquared’s filing a report pursuant to the Order thirty (30) days after confirmation of a chapter 11 plan.

9. Service of the Sale Notice in accordance with the Asset Sale Procedures and/or the Abandonment Notice in accordance with the Abandonment Notice Procedures is sufficient notice of the sale, transfer, and/or abandonment of such De Minimis Assets.

10. LightSquared is authorized to pay those reasonable and necessary fees and expenses incurred in the sale, transfer, or abandonment of De Minimis Assets, including commission fees to agents, brokers, auctioneers, and liquidators, if any.

11. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. LightSquared is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

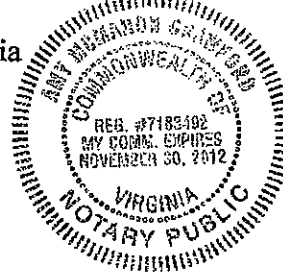
Dated: _____, 2012
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit "H" to the Affidavit of Elizabeth Creary,
sworn before me this 9th day of August, 2012.



Notary of the State of Virginia



Pg 1 of 55
Hearing Date: August 14, 2012 at 2:00 p.m. (prevailing Eastern time)
Objection Deadline: August 7, 2012 at 4:00 p.m. (prevailing Eastern time)

Matthew S. Barr
Steven Z. Szanzer
Karen Gartenberg
MILBANK, TWEED, HADLEY & McCLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000

Counsel to Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
LIGHTSQUARED INC., <i>et al.</i> ,)	
Debtors. ¹	)	Case No. 12-12080 (SCC)
)	
	)	Jointly Administered

NOTICE OF HEARING ON MOTION FOR ENTRY OF ORDER PURSUANT TO 11 U.S.C. § 502(b)(9) AND FED. R. BANKR. P. 2002 AND 3003(c)(3) ESTABLISHING DEADLINES FOR FILING PROOFS OF CLAIM AND PROCEDURES RELATING THERETO AND APPROVING FORM AND MANNER OF NOTICE THEREOF

PLEASE TAKE NOTICE that LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "LightSquared"), pursuant to section 502(b)(9) of title 11 of the United States Code, §§ 101-1532 (the "Bankruptcy Code"), Rules 2002 and 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Second Amended Procedural Guidelines for Filing Requests for Bar Orders in the United States

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.



Bankruptcy Court for the Southern District of New York, dated November 24, 2009, established by the Board of Judges for the Southern District of New York (General Order M-386), submit the motion (the "Motion") for entry of an order establishing deadlines for filing proofs of claim and procedures relating thereto and approving the form and manner of notice thereof.

PLEASE TAKE FURTHER NOTICE that a hearing (the "Hearing") on the Motion will be held before the Honorable Shelley C. Chapman, Judge of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), on August 14, 2012 at 2:00 p.m. (prevailing Eastern time).

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the Motion and the relief requested therein must be made in writing, conform to the Bankruptcy Rules and the Local Rules, set forth the basis for the objection and the specific grounds therefor, and be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (b) by all other parties in interest, on a 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399 and shall be served in accordance with General Order M-399 upon each of the following:

(i) LightSquared Inc., 450 Park Avenue, Suite 2201, New York, NY 10022, Attn: Marc R. Montagner and Curtis Lu, Esq., (ii) counsel to the LightSquared, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005-1413, Attn: Matthew S. Barr, Esq. and Steven Z. Szanzer, Esq., (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004, Attn: Susan D. Golden, Esq., (iv) counsel to Harbinger Capital Partners LLC, Weil, Gotshal & Manges LLP,

767 Fifth Avenue, New York, NY 10153, Attn: Debra A. Dandeneau, Esq. and Ronit Berkovitch, Esq., (v) counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and the DIP Agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin, Esq. and Kenneth A. Davis, Esq., (vi) counsel to UBS AG, Stamford Branch, as administrative agent under the Prepetition LP Credit Agreement, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, Esq., and (vii) counsel to the ad hoc secured group of Prepetition LP Lenders, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq., so as to be actually received **no later than August 7, 2012 at 4:00 p.m. (prevailing Eastern time)**. Only those responses or objections that are timely filed, served, and received will be considered at the Hearing.

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written objection to the relief requested in the Motion, the Bankruptcy Court may deem any opposition waived, treat the Motion as conceded, and enter an order granting the relief requested in the Motion without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be
obtained at no charge at <http://www.kccllc.net/LightSquared> or for a fee via PACER at
<http://www.nysb.uscourts.gov>.

New York, New York
Dated: July 27, 2012

Respectfully submitted,

/s/ Matthew S. Barr
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Counsel to Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
LIGHTSQUARED INC., <i>et al.</i>,	)	Case No. 12-12080 (SCC)
Debtors. ¹	)	Jointly Administered

**MOTION FOR ENTRY OF ORDER PURSUANT
TO 11 U.S.C. § 502(b)(9) AND FED. R. BANKR. P. 2002 AND
3003(c)(3) ESTABLISHING DEADLINES FOR FILING PROOFS
OF CLAIM AND PROCEDURES RELATING THERETO AND
APPROVING FORM AND MANNER OF NOTICE THEREOF**

LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "LightSquared") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), file this motion (the "Motion") for entry of an order (the "Order"), pursuant to section 502(b)(9) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), rules 2002 and 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.

“Bankruptcy Rules”), and the Second Amended Procedural Guidelines for Filing Requests for Bar Orders in the United States Bankruptcy Court for the Southern District of New York, dated November 24, 2009, established by the Board of Judges for the Southern District of New York (General Order M-386) (the “Guidelines”), establishing deadlines for filing proofs of claim and procedures relating thereto, and approving the form and manner of notice thereof. In support of the Motion, LightSquared respectfully states as follows:

Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rules 2002 and 3003(c)(3).

Background

4. On May 14, 2012 (the “Petition Date”), LightSquared filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.
5. LightSquared continues to operate its businesses and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committee has been appointed in the Chapter 11 Cases. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.
6. Detailed descriptions of LightSquared’s businesses, assets, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases are set forth in the Declaration of Marc R. Montagner, Chief Financial Officer and Interim Co-Chief Operating Officer of LightSquared Inc., (A) in Support of First Day Pleadings and (B) Pursuant to Rule 1007-2 of Local Bankruptcy Rules for United States Bankruptcy Court for Southern District of

New York [Docket No. 3] (the "First Day Declaration"), filed on the Petition Date, which is incorporated herein by reference.²

Proposed Bar Date and Procedures for Filing Proofs of Claim

7. LightSquared believes that hundreds of individuals or entities may be creditors in the Chapter 11 Cases. Accordingly, LightSquared proposes establishing the following procedures (the "Procedures") to provide its creditors ample notice and opportunity to prepare and submit proofs of claim (each, a "Proof of Claim"):

- (a) unless otherwise provided, the deadline for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, but not including governmental units (as defined in section 101(27) of the Bankruptcy Code, "Governmental Units")) to file a Proof of Claim in respect of a prepetition claim (as defined in section 101(5) of the Bankruptcy Code, including, for the avoidance of doubt, secured claims and priority claims against any of the LightSquared debtors, a "Claim"), shall be **September 25, 2012 at 5:00 p.m. (prevailing Eastern time)** (the "General Bar Date");
- (b) unless otherwise provided, the deadline for Governmental Units to file a Proof of Claim in respect of a Claim against LightSquared (the "Governmental Bar Date" and, together with the General Bar Date, the "Bar Dates") shall be **November 12, 2012 at 5:00 p.m. (prevailing Eastern time)**;
- (c) Proofs of Claim must: (i) be written in the English language; (ii) be denominated in the lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the Proof of Claim form distributed by LightSquared to potential creditors, a copy of which is attached to the Order as Schedule 3 (the "Proof of Claim Form") or the Official Bankruptcy Form No. 10 ("Official Form 10");³ (iv) specify the name and case number of the particular LightSquared debtor against which the Proof of Claim is

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

³ Official Form 10 can be found at www.uscourts.gov/bkforms, the official website for the United States Bankruptcy Courts. A customized Proof of Claim Form can also be obtained on the website established in the Chapter 11 Cases: www.kccllc.net/LightSquared.

filed; (v) set forth with specificity the legal and factual basis of the alleged Claim; (vi) include supporting documentation for the Claim or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant;

- (d) all holders of Claims must check the appropriate box on the Proof of Claim Form identifying the specific LightSquared debtor and case number against which the Claim is filed;
- (e) any Proof of Claim asserting a Claim under section 503(b)(9) of the Bankruptcy Code (each, a “503(b)(9) Claim”) must also:
 - (i) include the value of the goods delivered to and received by LightSquared in the twenty (20) days prior to the Petition Date,
 - (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted, and
 - (iii) attach documentation of any reclamation demand made to any LightSquared debtor under section 546(c) of the Bankruptcy Code (if applicable);
- (f) if a claimant asserts a Claim against more than one LightSquared debtor or has Claims against different LightSquared debtors, the claimant must file a separate Proof of Claim against each applicable LightSquared debtor;
- (g) a Proof of Claim shall be deemed timely filed only if it is **actually received** by LightSquared’s Court-approved claims and noticing agent, Kurtzman Carson Consultants LLC (“KCC” or “Claims and Noticing Agent”), on or before the applicable Bar Date as follows:

By hand delivery, overnight courier, or first-class mail to:

LightSquared Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90254

- (h) Proofs of Claim sent by facsimile, telecopy, or electronic transmission **will not** be accepted;
- (i) any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and Governmental Units) that asserts a Claim arising from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection by the later of (i) the applicable Bar Date and (ii) the date that is thirty (30) days following entry of the order

by the Court approving such rejection, or be forever barred from doing so;

- (j) notwithstanding the foregoing, a party to an executory contract or unexpired lease that asserts a Claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified in paragraph 8 below applies;
- (k) in the event that LightSquared amends or supplements its schedules of assets and liabilities and/or schedules of executory contracts and unexpired leases (collectively, the “Schedules”)⁴ subsequent to entry of the Order, LightSquared shall give notice of any amendment or supplement to the holders of Claims affected thereby, and such holders (i) shall have until the later of (A) the applicable Bar Date and (B) thirty (30) days from the date of such notice to file a Proof of Claim or forever be barred from doing so and (ii) shall be given notice of such deadline; and
- (l) any person or entity that relies on the Schedules has the responsibility to determine that the Claim is accurately listed in the Schedules.

8. The following persons or entities **are not** required to file a Proof of Claim on or before the applicable Bar Date, solely with respect to the Claims described below:

- (a) any person or entity whose Claim is listed in the Schedules; **provided** that (i) the claim **is not** listed in the Schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the person or entity **does not** dispute the amount, nature, and priority of the Claim as set forth in the Schedules, and (iii) the person or entity **does not** dispute that the Claim is an obligation of the specific LightSquared debtor against which the Claim is listed in the Schedules;
- (b) any person or entity whose Claim has been paid in full;
- (c) any person or entity that holds an equity security interest in any of the LightSquared debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to

⁴ LightSquared filed its Schedules on June 27, 2012 (see Docket Nos. 154-173).

purchase, sell, or subscribe to such a security or interest, need not file a proof of interest with respect to the ownership of such equity interests; provided, however, that if any such holder asserts a Claim (as opposed to an ownership interest) against any of the LightSquared debtors (including a Claim relating to an equity interest or the purchase or sale of such equity interest), a Proof of Claim must be filed before the applicable Bar Date pursuant to the Procedures;

- (d) any holder of a Claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense (other than holders of 503(b)(9) Claims who, as set forth above, must file Proofs of Claim on account of such 503(b)(9) Claims);
- (e) any person or entity that holds a Claim that has been previously allowed by order of this Court entered on or before the applicable Bar Date;
- (f) any holder of a Claim for which a separate deadline has been fixed by this Court;
- (g) any LightSquared debtor having a Claim against another LightSquared debtor in the Chapter 11 Cases;
- (h) any entity that, as of the applicable Bar Date, is a subsidiary of any LightSquared debtor;
- (i) any person or entity who has already filed a Proof of Claim with the Clerk of the Court or KCC against any of the LightSquared debtors, utilizing a claim form that substantially conforms to the Proof of Claim Form or Official Form 10; or
- (j) any person or entity whose claim is limited exclusively to the repayment of principal, interest and other fees and expenses on or under any credit agreement (a "Debt Claim") if the prepetition agent or similar fiduciary under the applicable credit agreement files a Master Proof of Claim (as defined below) against the applicable debtor, on or before the General Bar Date, on account of all Debt Claims against such debtor under the applicable credit agreement, provided, however, that any holder of a Debt Claim wishing to assert a claim arising out of or relating to a credit agreement, other than a Debt Claim, shall be required to file a Proof of Claim with respect to such claim on or before the General Bar Date, unless another exception identified herein applies.

Master Proofs of Claim

A. Prepetition Inc. Agent

9. In addition to the Procedures above, pursuant to the Final Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, (A) Authorizing Inc. Obligors to Obtain Postpetition Financing, (B) Granting Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay [Docket No. 224] (the “DIP Order”), to facilitate the processing of Claims, ease the burden upon this Court, and reduce any unnecessary expense to LightSquared’s estates, the Prepetition Inc. Agent is authorized (but not required) to file a single master Proof of Claim (a “Master Proof of Claim”) on behalf of itself and the Prepetition Inc. Lenders, on account of their Claims arising under the Prepetition Inc. Credit Agreement against LightSquared Inc. only. DIP Order, at ¶ 35.

10. Upon the filing of a Master Proof of Claim by the Prepetition Inc. Agent, the Prepetition Inc. Agent (and its successors and assigns) shall be deemed to have filed a Proof of Claim in the amount set forth opposite its name therein in respect of its Claims against each of the Inc. Obligors⁵ arising under the Prepetition Inc. Credit Agreement. Id. The Claims of the Prepetition Inc. Agent and/or the Prepetition Inc. Lenders, as applicable, and each of their respective successors and assigns named in the Master Proof of Claim, shall be treated as if each such entity had filed a separate Proof of Claim in each of the Chapter 11 Cases of the Inc. Obligors in the amount set forth in the Master Proof of Claim; provided, however, that the Prepetition Inc. Agent may, but shall not be required to, amend the Master Proof of Claim from time to time to, among other things, reflect a change in the holders of the Claims set forth therein

⁵ The Inc. Obligors include: LightSquared Inc.; One Dot Four Corp.; One Dot Six Corp; and One Dot Six TVCC Corp.

or a reallocation among such holders of the Claims asserted therein resulting from any transfer of such Claims. Id.

B. Prepetition LP Agent

11. Pursuant to the Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay [Docket No. 136] (the "Cash Collateral Order"), the Prepetition LP Agent is authorized (but not required) to file a Master Proof of Claim on behalf of itself and the Prepetition LP Lenders, on account of their Claims arising under the Prepetition LP Credit Agreement against LightSquared LP only. Cash Collateral Order, at ¶ 23.

12. Upon the filing of a Master Proof of Claim by the Prepetition LP Agent, the Prepetition LP Agent (and its successors and assigns) shall be deemed to have filed a Proof of Claim in the amount set forth opposite its name therein in respect of its Claims against each of the LP Obligors⁶ arising under the Prepetition LP Credit Agreement. Id. The Claims of the Prepetition LP Agent and/or the Prepetition LP Lenders, as applicable, and each of their respective successors and assigns named in the Master Proof of Claim, shall be treated as if each such entity had filed a separate Proof of Claim in each of the Chapter 11 Cases of the LP Obligors in the amount set forth in the Master Proof of Claim; provided, however, that the Prepetition LP Agent may, but shall not be required to, amend the Master Proof of Claim from time to time to, among other things, reflect a change in the holders of the Claims set forth therein or a reallocation among such holders of the Claims asserted therein resulting from any transfer of such Claims. Id.

⁶ The LP Obligors include: LightSquared Inc.; LightSquared LP; LightSquared Investors Holdings Inc.; LightSquared GP Inc.; TMI Communications Delaware, Limited Partnership; ATC Technologies, LLC; LightSquared Corp.; LightSquared Inc. of Virginia; LightSquared Subsidiary LLC; SkyTerra Holdings (Canada) Inc.; and SkyTerra (Canada) Inc.

13. Neither the provisions of paragraphs 9, 10, 11, and 12 of this Motion nor the Master Proof of Claim shall affect the substantive rights of LightSquared, any statutory committee appointed in the Chapter 11 Cases, the Prepetition Agents, the other Prepetition Secured Parties, or any other party in interest or their respective successors in interest, including, without limitation, the right of each Prepetition Secured Party (or its successor in interest) to vote separately on any plan of reorganization proposed in the Chapter 11 Cases.

Proof of Claim Form

14. With the assistance of KCC, LightSquared's Claims and Noticing Agent, and Alvarez & Marsal North America, LLC, LightSquared's financial advisor, LightSquared has prepared the Proof of Claim Form, which substantially conforms to Official Form 10, but is tailored to the Chapter 11 Cases. The substantive modifications to Official Form 10 proposed by LightSquared include the following:

- (a) Listing all of the LightSquared debtors by name and corresponding case number so that each creditor can check the box for the appropriate LightSquared debtor against which it has a Claim, thereby eliminating the risk of improper spelling, punctuation, or incorrect case number, which could lead to a Claim objection; and
- (b) Adding certain instructions regarding where to submit Proofs of Claim, as well as providing the Claims and Noticing Agent's website.

15. With regard to those holders of Claims listed in the Schedules, LightSquared will mail one or more Proof of Claim Forms (as appropriate), substantially similar to the Proof of Claim Form attached to the Order as Schedule 3, indicating, to the extent possible, how LightSquared has scheduled such creditor's Claim in the Schedules (including the identity of the LightSquared debtor, the amount of the Claim, and whether the Claim has been scheduled as contingent, unliquidated, or disputed).

Consequences of Failure to File a Proof of Claim

16. Pursuant to Bankruptcy Rule 3003(c)(2), LightSquared requests that any holder of any Claim against LightSquared that is required to file a Proof of Claim in accordance with the Order, but fails to do so on or before the applicable Bar Date, shall not be treated as a creditor with respect to such Claim for the purposes of voting and distribution with respect to any chapter 11 plan or plans of reorganization that may be filed in the Chapter 11 Cases. In addition, any holder of a Claim that fails to timely file a Proof of Claim shall be forever barred, estopped, and enjoined from asserting any such Claim against LightSquared, LightSquared's estates, reorganized LightSquared, or any of LightSquared's successors or assigns, and such entities shall be deemed forever discharged from any and all indebtedness or liability with respect to such Claim.

Notice of Bar Dates

17. The proposed notice of the Bar Dates (the "Bar Date Notice"), attached to the Order as Schedule I, specifically notifies parties of the following:

- (a) the Bar Dates;
- (b) who must file a Proof of Claim;
- (c) the Procedures for filing a Proof of Claim;
- (d) the consequences of failing to timely file a Proof of Claim; and
- (e) where parties can find further information.

18. Pursuant to Bankruptcy Rules 2002(a)(7), (f) and (l), and the Guidelines, LightSquared proposes to serve, or cause to be served, the Bar Date Notice to parties in interest in accordance with the following procedures:

- (a) Within five (5) business days of entry of an Order granting the relief requested herein, and at least thirty-five (35) days prior to the

Bar Dates, LightSquared shall cause to be mailed a Proof of Claim Form and a Bar Date Notice to the following parties:

- (i) the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee");
- (ii) counsel to any statutory committee appointed in the Chapter 11 Cases;
- (iii) counsel to the Prepetition Inc. Agent, U.S. Bank National Association as successor administrative agent to UBS AG, Stamford Branch;
- (iv) counsel to the Prepetition LP Agent, UBS AG, Stamford Branch and Wilmington Trust FSB;⁷
- (v) all known holders of Claims listed in the Schedules at the addresses stated therein or as updated pursuant to a request by the creditor or by returned mail from the post office with a forwarding address;
- (vi) all parties actually known to LightSquared as having potential Claims against any of the LightSquared debtors, excluding any person or entity that only holds an equity security interest in one or more of the LightSquared debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such a security or interest;
- (vii) all counterparties to LightSquared's executory contracts and unexpired leases listed in the Schedules at the addresses provided therein or as updated pursuant to a request by the counterparty or by returned mail from the post office with a forwarding address;
- (viii) the attorneys of record to all parties to pending litigation against any of the LightSquared debtors (as of the date of the entry of the Order);

⁷ Wilmington Trust FSB serves as collateral trustee pursuant to that certain Collateral Trust Agreement, dated as of October 1, 2010, between LightSquared LP, UBS AG, Stamford Branch and Wilmington Trust FSB.

- (ix) the Internal Revenue Service, the Securities and Exchange Commission, the United States Attorney's Office for the Southern District of New York, the Federal Communications Commission (the "FCC"), Industry Canada, Canada Revenue Agency, the Ministry of Finance (Ontario), and Saskatchewan Finance;
 - (x) all persons or entities that have filed Claims (as of the date of the entry of the Order);
 - (xi) all parties who have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of the entry of the Order); and
 - (xii) such additional persons and entities as deemed appropriate by LightSquared.
- (b) LightSquared shall post the Proof of Claim Form, the Bar Date Notice, and instructions for submitting Proofs of Claim on the website established by KCC for LightSquared's Chapter 11 Cases: www.kccllc.net/LightSquared. The Bar Date Notice will provide that LightSquared's Schedules may be accessed through the same website or by contacting KCC at (877) 499-4509 (toll free), (424) 236-7239 (international toll free), or by email at lightsquaredinfo@kccllc.com.

19. Given the complex nature of LightSquared's operations, LightSquared also intends to provide notice of the Bar Dates by publication, substantially in the form attached to the Order as Schedule 2 (the "Publication Notice"), to help ensure that all potential claimants receive adequate notice of the Bar Dates. Specifically, LightSquared proposes to publish the Publication Notice once, in *The Wall Street Journal* (National Edition), *The Washington Post*, and *The Globe and Mail* (National Edition), at least twenty-eight (28) days prior to the General Bar Date in accordance with Bankruptcy Rule 2002 and the Guidelines.

Relief Requested

20. LightSquared respectfully requests that, pursuant to section 502(b)(9) of the Bankruptcy Code, Bankruptcy Rules 2002 and 3003(c)(3), and the Guidelines, the Court:

- (a) establish a General Bar Date of **September 25, 2012 at 5:00 p.m. (prevailing Eastern Time)** as the deadline for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, but not including Governmental Units), to file a Proof of Claim in respect of a prepetition Claim against any of the LightSquared debtors;
- (b) establish a Governmental Bar Date of **November 12, 2012 at 5:00 p.m. (prevailing Eastern time)** as the deadline for Governmental Units to file a Proof of Claim in respect of a prepetition Claim against any of the LightSquared debtors;
- (c) approve the proposed Procedures for filing Proofs of Claim;
- (d) approve the proposed Bar Date Notice, substantially in the form attached to the Order as Schedule 1, and procedures related thereto;
- (e) approve the proposed Publication Notice, substantially in the form attached to the Order as Schedule 2; and
- (f) approve the proposed model Proof of Claim Form, substantially in the form attached to the Order as Schedule 3.

Basis for Relief

A. Proposed Bar Dates Comply with Bankruptcy Code, Bankruptcy Rules, and Guidelines and Should be Approved

21. In general, claimants must file a proof of claim to assert a claim in a bankruptcy proceeding. See 11 U.S.C. § 501(a). Bankruptcy Rule 3003(c)(3) provides that the Court shall fix the time within which proofs of claim may be filed. FED. R. BANKR. P. 3003(c)(3) (“The court shall fix and for cause shown may extend the time within which proofs of claim or interest may be filed.”). Moreover, Bankruptcy Rule 3003(c)(2) provides that (a) any creditor whose claim (i) is not scheduled on the debtor’s schedules or (ii) is scheduled as disputed, contingent, or unliquidated, must file a proof of claim by a bar date fixed by the Court and (b) “any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.” FED. R. BANKR. P. 3003(c)(2). Claims bar dates are

integral to the twin goals of chapter 11: preserving going concerns and maximizing creditor recovery value. See In re Waterman S.S. Corp., 59 B.R. 724, 726 (Bankr. S.D.N.Y. 1986). Indeed, prolonged uncertainty regarding the aggregate liabilities of the LightSquared estates could delay or derail the development of a sound chapter 11 plan and the reorganization process generally to the detriment of creditors and parties in interest. Id. (“Absent the setting of a bar date, a Chapter 11 case could not be administered to a conclusion.”).

22. To ensure that LightSquared is able to confirm and consummate a comprehensive, viable plan of reorganization and emerge from chapter 11 in a timely manner, LightSquared will require complete and accurate information regarding the nature, validity, amount, and status of all Claims that will be asserted against it in the Chapter 11 Cases. Because LightSquared anticipates that there will be hundreds of potential claimants in the Chapter 11 Cases – thereby increasing the likelihood of a time-consuming claims reconciliation process – it is imperative that LightSquared begin the claims analysis and reconciliation process as soon as possible pursuant to clear procedures designed to both limit confusion on the part of creditors and facilitate an efficient process that conserves scarce estate resources. Given the possibility of a complex claims reconciliation process, fixing the Bar Dates as proposed herein will allow LightSquared accomplish the foregoing objectives.

23. Recognizing the importance of setting deadlines for filing claims against a debtor, in other large chapter 11 cases, courts in this district have regularly granted relief similar to that requested herein. See, e.g., In re AMR Corp., Case No. 11-15463 (SHL) (Bankr. S.D.N.Y. May 12, 2012) [Docket No. 2609]; In re Hostess Brands, Inc., Case No. 12-22052 (RDD) (Bankr. S.D.N.Y. Mar. 14, 2012) [Docket No. 516]; In re Ambac Financial Group, Inc., Case No. 10-15973 (SCC) (Bankr. S.D.N.Y. Jan. 19, 2011); In re Blockbuster Inc., Case No. 10-

14997 (BRL) (Bankr. S.D.N.Y. Nov. 10, 2010) [Docket No. 508]; In re Boston Generating, LLC, Case No. 10-14419 (SCC) (Bankr. S.D.N.Y. Sept. 23, 2010) [Docket No. 185]; In re Innkeepers USA Trust, Case No. 10-13800 (SCC) (Bankr. S.D.N.Y. Sept. 16, 2010) [Docket No. 440].

24. Requiring holders of 503(b)(9) Claims, if any, to assert such Claims using the Proof of Claim Form attached to the Order as Schedule 3 on or prior to the Bar Dates will ensure that LightSquared has complete information regarding the nature, validity, and amount of such 503(b)(9) Claims while affording parties seeking to assert 503(b)(9) Claims appropriate and adequate notice. This approach facilitates a more cost-effective, efficient claims process for such creditors and, by obviating the need for LightSquared to file a response to individual 503(b)(9) Claims, helps conserve estate resources for the benefit of LightSquared, its estates, its creditors, and all parties in interest. Although the Guidelines include holders of Claims allowable under section 503 of the Bankruptcy Code in the parties not required to file a Proof of Claim listed therein, the Guidelines also provide that “there will of course be variations in specific situations and the list is not intended to be exhaustive.” See Guidelines, at ¶ 8. Based on the foregoing, LightSquared believes that requiring parties to assert 503(b)(9) Claims by filing Proof of Claim on or before the Bar Dates is justified and warranted under the circumstances present here.

25. In addition, section 502(b)(9) of the Bankruptcy Code provides that the “claim of a governmental unit shall be timely filed if it is filed before 180 days after the date of the order for relief or such later time as the Federal Rules of Bankruptcy Procedure may provide.” 11 U.S.C. § 502(b)(9). Here, the proposed Governmental Bar Date (i.e., November 12, 2012) is at least 180 days after the Petition Date; thus, Governmental Units shall have

sufficient time, in accordance with section 502(b)(9) of the Bankruptcy Code, to file Proofs of Claim.

26. Finally, the Guidelines require that all requests for orders to establish deadlines for filing proofs of claim substantially conform to the standard form of order and notice set forth in the Guidelines. LightSquared believes that the Order, Bar Dates, and Procedures are reasonable, appropriate, and in substantial compliance with the Guidelines. LightSquared submits that the proposed Bar Dates and Procedures will give creditors ample opportunity to prepare and file Proofs of Claim. Moreover, the Bar Dates comply in all material respects with the Guidelines, satisfy the relevant provisions of the Bankruptcy Code and the Bankruptcy Rules, and are necessary to ensure the success of the Chapter 11 Cases.

Accordingly, LightSquared respectfully requests that the Court establish the Bar Dates consistent with the dates set forth herein.

B. Proposed Procedures for Submitting Proofs of Claim Should be Approved

27. LightSquared has worked to design the Procedures so that they (a) provide claimants with ample notice and opportunity to submit Proofs of Claim, (b) provide a clear process for submitting Proofs of Claim, and (c) achieve administrative and judicial efficiency. Indeed, the Procedures are calibrated to provide comprehensive notice and clear instructions to claimants on the one hand, and allow the Chapter 11 Cases to move forward quickly with a minimum of administrative expense and delay, on the other. Among other things, the proposed Procedures provide clear instructions for submitting Proofs of Claim that are calculated to avoid confusion and uncertainty among claimants that might lead them to submit unnecessary protective Proofs of Claim or multiple Proofs of Claim which, in either event, would lead to unnecessary expense and delay in the Claims reconciliation process. LightSquared

believes that the Procedures are calibrated to provide comprehensive notice and clear instructions to potential claimants. Moreover, the Procedures are reasonable, appropriate, and in substantial compliance with the Guidelines. Accordingly, LightSquared respectfully submits that the proposed Procedures should be approved.

C. Proposed Bar Date Notice and Related Procedures are Reasonably Calculated To Provide Due and Proper Notice

28. Bankruptcy Rule 2002(a)(7) requires LightSquared to provide at least twenty-one (21) days' notice of the time fixed for filing Proofs of Claim. FED. R. BANKR. P. 2002(a)(7). Bankruptcy Rule 2002(p)(2) requires at least thirty (30) days' notice to creditors with a foreign address. FED. R. BANKR. P. 2002(p)(2). The Guidelines provide that creditors should be given at least thirty-five (35) days' notice after the mailing date and at least twenty-eight (28) days' notice after the publication date. Guidelines, at ¶ 3.

29. Moreover, to determine the adequacy of notice to a creditor, case law distinguishes between "known" and "unknown" creditors. Generally, the former is a creditor whose identity is either known or reasonably ascertainable by the debtor, while the latter is one whose interests are conjectural or, although potentially discoverable upon investigation, do not come to knowledge of the debtor in the ordinary course of business. See Tulsa Prof'l Collection Servs., Inc. v. Pope, 485 U.S. 478, 490 (1988); Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 317-8 (1950) (publication is acceptable where it is not "reasonably possible or practicable to give more adequate warning," whereas when names and addresses are available, notice must be mailed).

30. Where a creditor is known to the debtor, due process requires that the debtor take reasonable steps – such as direct mailing – to provide actual notice of the deadline for filing proofs of claim. See, e.g., In re Enron Corp., No. 01-16034 (AJG), 2006 WL 898031,

at *4 (Bankr. S.D.N.Y. Mar. 29, 2006) (“[D]ebtor must send actual notice of the bar date to any known creditor, while constructive notice is generally sufficient with an unknown creditor”); Daewoo Int’l (Am.) Corp. Creditor Trust v. SSTS Am. Corp., No. 02-9629(NRB), 2003 WL 21355214, at *3 (S.D.N.Y. June 11, 2003) (same); Pope, 485 U.S. at 491 (where creditor was known or “reasonably ascertainable,” due process only requires “notice by mail or other means as certain to ensure actual notice”).

31. Where a creditor is unknown to the debtor, due process requires only that the debtor must take reasonable steps, such as notice by publication, to provide constructive notice of the deadline for filing proofs of claim. See, e.g., In re Enron Corp., 2006 WL 898031, at *4; DePippo v. Kmart Corp., 335 B.R. 290, 296 (S.D.N.Y. 2005) (“It is well-settled that when a creditor is ‘unknown’ to the debtor, publication notice of the claims bar date is adequate constructive notice sufficient to satisfy due process requirements”); In re XO Commc’ns, 301 B.R. 782, 792-3 (Bankr. S.D.N.Y. 2003) (if creditor is unknown, constructive notice is generally sufficient); In re U.S.H. Corp. of New York, 223 B.R. 654, 658-9 (Bankr. S.D.N.Y. 1998) (same). Furthermore, debtors are not required to publish notice in an excessive number of publications. See In re Best Prods. Co., Inc., 140 B.R. 353, 358 (Bankr. S.D.N.Y. 1992) (it is “impracticable” to expect debtor to publish notice in “every newspaper a possible unknown creditor may read”).

32. To provide creditors reasonably known to LightSquared with actual notice of the Bar Dates proposed herein, LightSquared proposes that KCC will serve the Bar Date Notice within five (5) business days after the Bar Date Order is entered by the Court upon all creditors identified during a thorough review of LightSquared’s books and records and the Schedules. As such, LightSquared will provide actual notice to creditors reasonably known to

them with no less than thirty-five (35) days' notice of the Bar Dates and, thus, comply with the requirements of the Guidelines and Bankruptcy Rule 2002(a)(7). KCC will also post the Bar Date Notice and the Proof of Claim Form, along with instructions for filing Proofs of Claim, on the website established in the Chapter 11 Cases (www.kccllc.net/LightSquared). Furthermore, the Bar Date Notice will provide that LightSquared's Schedules may be accessed through the same website or by contacting KCC at (877) 499-4509 (toll free), (424) 236-7239 (international toll free), or by email at lightsquaredinfo@kccllc.com.

33. To provide creditors unknown to LightSquared with constructive notice of the Bar Dates, LightSquared proposes to publish the Publication Notice once, in *The Wall Street Journal* (National Edition), *The Washington Post*, and *The Globe and Mail* (National Edition), at least twenty-eight (28) days prior to the General Bar Date. As such, LightSquared will provide unknown creditors with at least twenty-eight (28) days' constructive notice of the Bar Dates in compliance with the Guidelines and Bankruptcy Rule 2002(a)(7).

34. In light of the foregoing, service and publication of the Bar Date Notice as proposed herein is reasonably designed to reach all interested parties in a cost effective manner and satisfies the requirements of the relevant provisions of the Bankruptcy Code, Bankruptcy Rules, and the Guidelines. LightSquared submits that the proposed Bar Date Notice procedures will provide sufficient notice to all known parties in interest by mail and notice to any unknown parties in interest by publication. Accordingly, LightSquared respectfully requests that the Court deem the proposed form of Bar Date Notice and mailing and publication thereof good, adequate, and sufficient notice of the Bar Dates set forth herein.

Objections to Claims and LightSquared's Reservation of Rights

35. LightSquared reserves all rights and defenses with respect to any Proof of Claim, including, among other things, the right to object to any Proof of Claim on any grounds. LightSquared also reserves all rights and defenses to any Claim listed in the Schedules, including, among other things, the right to dispute any such Claim and/or assert any offsets or defenses thereto. To the extent that LightSquared disputes any Claim listed in the Schedules and such Claim is not already listed as disputed, contingent, or unliquidated, LightSquared shall amend its Schedules as appropriate.

36. Furthermore, LightSquared reserves the right to seek a further order of the Court to fix a deadline by which holders of Claims **not** subject to the Bar Dates must file Proofs of Claim against a LightSquared debtor or be forever barred from doing so.

37. Based on the foregoing, LightSquared respectfully submits that the relief requested in this Motion is necessary and appropriate, in the best interests of LightSquared, its estates, its creditors, and all parties in interest, and should be granted in all respects.

Motion Practice

38. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to this Motion. Accordingly, LightSquared submits that this Motion satisfies Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York.

Notice

39. LightSquared has caused notice of this Motion to be provided by electronic mail, facsimile, regular or overnight mail, and/or hand delivery to (a) the U.S. Trustee, (b) the entities listed on the Consolidated List of Creditors Holding the 20 Largest Unsecured

Claims filed pursuant to Bankruptcy Rule 1007(d), (c) counsel to the Prepetition Agents, (d) counsel to Harbinger Capital Partners LLC, (e) the Internal Revenue Service, (f) the United States Attorney for the Southern District of New York, (g) the FCC, (h) Industry Canada, and (i) all parties who have filed a notice of appearance in the Chapter 11 Cases. LightSquared respectfully submits that no other or further notice is required or necessary.

No Previous Request

40. No prior motion for the relief requested herein has been made by LightSquared to this or any other court.

WHEREFORE, for the reasons set forth above, LightSquared respectfully requests that the Court (a) enter the Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and (b) grant such other and further relief as the Court may deem just and proper.

New York, New York
Dated: July 27, 2012

/s/ Matthew S. Barr

Matthew S. Barr
Steven Z. Szanzer
Karen Gartenberg
MILBANK TWEED HADLEY & M^cCLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000

Counsel to Debtors and Debtors in Possession

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
LIGHTSQUARED INC., <i>et al.</i>,	)	Case No. 12-12080 (SCC)
)	
Debtors. ¹	)	Jointly Administered
)	

**ORDER PURSUANT TO 11 U.S.C. § 502(b)(9) AND
FED. R. BANKR. P. 2002 AND 3003(c)(3) ESTABLISHING DEADLINES FOR
FILING PROOFS OF CLAIM AND PROCEDURES RELATING THERETO
AND APPROVING FORM AND MANNER OF NOTICE THEREOF**

Upon the motion (the "Motion")² of LightSquared Inc. and certain of its affiliates as debtors and debtors in possession (collectively, "LightSquared") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), for entry of an order (the "Order"), pursuant to section 502(b)(9) of the Bankruptcy Code, Bankruptcy Rules 2002 and 3003(c)(3), and the Second Amended Procedural Guidelines for Filing Requests for Bar Orders in the United States Bankruptcy Court for the Southern District of New York, dated November 24, 2009, established by the Board of Judges for the Southern District of New York (General Order M-386) (the "Guidelines"), establishing deadlines for filing proofs of claim (each, a "Proof of Claim") and procedures relating thereto (the "Procedures"), and approving the form and manner of notice

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion or the First Day Declaration, as applicable.

thereof, all as more fully described in the Motion; and upon the Declaration of Marc R. Montagner, Chief Financial Officer and Interim Co-Chief Operating Officer of LightSquared Inc., (A) in Support of First Day Pleadings and (B) Pursuant to Rule 1007-2 of Local Bankruptcy Rules for United States Bankruptcy Court for Southern District of New York (the “First Day Declaration”); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion appearing adequate and appropriate under the circumstances; and the Court having found that no other or further notice is needed or necessary; and the Court having reviewed the Motion and having heard statements in support of the Motion at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing, and the Court having found, that the relief requested in the Motion is in the best interests of LightSquared, its estates, its creditors, and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** that:

1. The Motion is granted to the extent set forth herein.
2. The following Procedures for the filing of Proofs of Claim are hereby

approved and shall apply:

- (a) unless otherwise provided, the deadline for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, but not including governmental units (as defined in section 101(27) of the Bankruptcy Code, “Governmental Units”)) to file a Proof of Claim in respect of a prepetition claim (as defined in section 101(5) of the

Bankruptcy Code, including, for the avoidance of doubt, secured claims and priority claims against any of the LightSquared debtors, a "Claim"), shall be **September 25, 2012 at 5:00 p.m. (prevailing Eastern time)** (the "General Bar Date");

- (b) unless otherwise provided, the deadline for Governmental Units to file a Proof of Claim in respect of a Claim against LightSquared (the "Governmental Bar Date" and, together with the General Bar Date, the "Bar Dates") shall be **November 12, 2012 at 5:00 p.m. (prevailing Eastern time)**;
- (c) Proofs of Claim must: (i) be written in the English language; (ii) be denominated in the lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the Proof of Claim form distributed by LightSquared to potential creditors, a copy of which is attached to the Order as Schedule 3 (the "Proof of Claim Form") or the Official Bankruptcy Form No. 10 ("Official Form 10");³ (iv) specify the name and case number of the particular LightSquared debtor against which the Proof of Claim is filed; (v) set forth with specificity the legal and factual basis of the alleged Claim; (vi) include supporting documentation for the Claim or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant;
- (d) all holders of Claims must check the appropriate box on the Proof of Claim Form identifying the specific LightSquared debtor and case number against which the Claim is filed;
- (e) any Proof of Claim asserting a Claim under section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim") must also: (i) include the value of the goods delivered to and received by LightSquared in the twenty (20) days prior to the Petition Date, (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted, and (iii) attach documentation of any reclamation demand made to any LightSquared debtor under section 546(c) of the Bankruptcy Code (if applicable);
- (f) if a claimant asserts a Claim against more than one LightSquared debtor or has Claims against different LightSquared debtors, the

³ Official Form 10 can be found at www.uscourts.gov/bkforms, the official website for the United States Bankruptcy Courts. A customized Proof of Claim Form can also be obtained on the website established in the Chapter 11 Cases: www.kccllc.net/LightSquared.

claimant must file a separate Proof of Claim against each applicable LightSquared debtor;

- (g) a Proof of Claim shall be deemed timely filed only if it is **actually received** by LightSquared's Court-approved claims and noticing agent, Kurtzman Carson Consultants LLC ("KCC" or "Claims and Noticing Agent") on or before the applicable Bar Date as follows:

By hand delivery, overnight courier, or first-class mail to:

LightSquared Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90254

- (h) Proofs of Claim sent by facsimile, telecopy, or electronic transmission **will not** be accepted;
- (i) any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and Governmental Units) that asserts a Claim arising from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection by the later of (i) the applicable Bar Date and (ii) the date that is thirty (30) days following entry of the order by the Court approving such rejection, or be forever barred from doing so;
- (j) notwithstanding the foregoing, a party to an executory contract or unexpired lease that asserts a Claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified in paragraph 3 below applies;
- (k) in the event that LightSquared amends or supplements its schedules of assets and liabilities and/or schedules of executory contracts and unexpired leases (collectively, the "Schedules")⁴ subsequent to entry of the Order, LightSquared shall give notice of any amendment or supplement to the holders of Claims affected thereby, and such holders (i) shall have until the later of (A) the applicable Bar Date and (B) thirty (30) days from the date of such notice to file a Proof of Claim or forever be barred from doing so and (ii) shall be given notice of such deadline; and

⁴ LightSquared filed its Schedules on June 27, 2012 (see Docket Nos. 154-173).

- (l) any person or entity that relies on the Schedules has the responsibility to determine that the Claim is accurately listed in the Schedules.

3. The following persons or entities **need not** file a Proof of Claim on or before the applicable Bar Dates, solely with respect to the Claims described below:

- (a) any person or entity whose Claim is listed in the Schedules; **provided** that (i) the claim **is not** listed in the Schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the person or entity **does not** dispute the amount, nature, and priority of the Claim as set forth in the Schedules, and (iii) the person or entity **does not** dispute that the Claim is an obligation of the specific LightSquared debtor against which the Claim is listed in the Schedules;
- (b) any person or entity whose Claim has been paid in full;
- (c) any person or entity that holds an equity security interest in any of the LightSquared debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such a security or interest, need not file a proof of interest with respect to the ownership of such equity interests; **provided, however,** that if any such holder asserts a Claim (as opposed to an ownership interest) against any of the LightSquared debtors (including a Claim relating to an equity interest or the purchase or sale of such equity interest), a Proof of Claim must be filed before the applicable Bar Date pursuant to the Procedures;
- (d) any holder of a Claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense (other than holders of 503(b)(9) Claims who, as set forth above, must file Proofs of Claim on account of such 503(b)(9) Claims);
- (e) any person or entity that holds a Claim that has been previously allowed by order of this Court entered on or before the applicable Bar Date;
- (f) any holder of a Claim for which a separate deadline has been fixed by this Court;

- (g) any LightSquared debtor having a Claim against another LightSquared debtor in the Chapter 11 Cases;
- (h) any entity that, as of the applicable Bar Date, is a subsidiary of any LightSquared debtor;
- (i) any person or entity who has already filed a Proof of Claim with the Clerk of the Court or KCC against any of the LightSquared debtors, utilizing a claim form that substantially conforms to the Proof of Claim Form or Official Form 10; or
- (j) any person or entity whose claim is limited exclusively to the repayment of principal, interest and other fees and expenses on or under any credit agreement (a "Debt Claim") if the prepetition agent or similar fiduciary under the applicable credit agreement files a Master Proof of Claim (as defined below) against the applicable debtor, on or before the General Bar Date, on account of all Debt Claims against such debtor under the applicable credit agreement, provided, however, that any holder of a Debt Claim wishing to assert a claim arising out of or relating to a credit agreement, other than a Debt Claim, shall be required to file a Proof of Claim with respect to such claim on or before the General Bar Date, unless another exception identified herein applies.

4. The Prepetition Inc. Agent is authorized (but not required) to file a single master Proof of Claim (a "Master Proof of Claim") on behalf of itself and the Prepetition Inc. Lenders, on account of their Claims arising under the Prepetition Inc. Credit Agreement against LightSquared Inc. only.

5. Upon the filing of a Master Proof of Claim by the Prepetition Inc. Agent, the Prepetition Inc. Agent (and its successors and assigns) shall be deemed to have filed a Proof of Claim in the amount set forth opposite its name therein in respect of its Claims against each of the Inc. Obligors⁵ arising under the Prepetition Inc. Credit Agreement. The Claims of the Prepetition Inc. Agent and/or the Prepetition Inc. Lenders, as applicable, and each of their respective successors and assigns named in the Master Proof of Claim, shall be treated as if each

⁵ The Inc. Obligors include: LightSquared Inc.; One Dot Four Corp.; One Dot Six Corp; and One Dot Six TVCC Corp.

such entity had filed a separate Proof of Claim in each of the Chapter 11 Cases of the Inc. Obligors in the amount set forth in the Master Proof of Claim. The Prepetition Inc. Agent may, but shall not be required to, amend the Master Proof of Claim from time to time to, among other things, reflect a change in the holders of the Claims set forth therein or a reallocation among such holders of the Claims asserted therein resulting from any transfer of such Claims.

6. The Prepetition LP Agent is authorized (but not required) to file a Master Proof of Claim on behalf of itself and the Prepetition LP Lenders, on account of their Claims arising under the Prepetition LP Credit Agreement against LightSquared LP only.

7. Upon the filing of a Master Proof of Claim by the Prepetition LP Agent, the Prepetition LP Agent (and its successors and assigns) shall be deemed to have filed a Proof of Claim in the amount set forth opposite its name therein in respect of its Claims against each of the LP Obligors⁶ arising under the Prepetition LP Credit Agreement. The Claims of the Prepetition LP Agent and/or the Prepetition LP Lenders, as applicable, and each of their respective successors and assigns named in the Master Proof of Claim, shall be treated as if each such entity had filed a separate Proof of Claim in each of the Chapter 11 Cases of the LP Obligors in the amount set forth in the Master Proof of Claim. The Prepetition LP Agent may, but shall not be required to, amend the Master Proof of Claim from time to time to, among other things, reflect a change in the holders of the Claims set forth therein or a reallocation among such holders of the Claims asserted therein resulting from any transfer of such Claims.

8. Neither the provisions of paragraphs 4, 5, 6, and 7 of this Order nor the Master Proof of Claim shall affect the substantive rights of LightSquared, any statutory

⁶ The LP Obligors include: LightSquared Inc.; LightSquared LP; LightSquared Investors Holdings Inc.; LightSquared GP Inc.; TMI Communications Delaware, Limited Partnership; ATC Technologies, LLC; LightSquared Corp.; LightSquared Inc. of Virginia; LightSquared Subsidiary LLC; SkyTerra Holdings (Canada) Inc.; and SkyTerra (Canada) Inc.

committee appointed in the Chapter 11 Cases, the Prepetition Agents, the other Prepetition Secured Parties, or any other party in interest or their respective successors in interest, including, without limitation, the right of each Prepetition Secured Party (or its successor in interest) to vote separately on any plan of reorganization proposed in the Chapter 11 Cases.

9. Pursuant to Bankruptcy Rule 3003(c)(2), any holder of a Claim that fails to comply with this Order by timely filing a Proof of Claim in the appropriate form shall not be treated as a creditor with respect to such Claim for the purposes of voting and distribution with respect to any chapter 11 plan or plans of reorganization that may be filed in these Chapter 11 Cases. In addition, any holder of a Claim that fails to timely file a Proof of Claim shall be forever barred, estopped, and enjoined from asserting any such Claim against LightSquared, LightSquared's estates, a reorganized LightSquared, or any of LightSquared's successors or assigns, and such entities shall be deemed forever discharged from any and all indebtedness or liability with respect to such Claim.

10. The Bar Date Notice, substantially in the form attached hereto as Schedule 1, the Publication Notice, substantially in the form attached hereto as Schedule 2, and the Proof of Claim Form, substantially in the form attached hereto as Schedule 3, are hereby approved.

11. The following Bar Date Notice procedures are hereby approved:

- (a) Within five (5) business days of entry of an order granting the relief requested herein, and at least thirty-five (35) days prior to the Bar Dates, LightSquared shall cause to be mailed (i) a Proof of Claim Form and (ii) a Bar Date Notice to the following parties:
 - (i) the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee");
 - (ii) counsel to any statutory committee appointed in the Chapter 11 Cases;

- (iii) counsel to the Prepetition Inc. Agent, U.S. Bank National Association as successor administrative agent to UBS AG, Stamford Branch;
- (iv) counsel to the Prepetition LP Agent, UBS AG, Stamford Branch and Wilmington Trust FSB;⁷
- (v) all known holders of Claims listed in the Schedules at the addresses stated therein or as updated pursuant to a request by the creditor or by returned mail from the post office with a forwarding address;
- (vi) all parties actually known to LightSquared as having potential Claims against any of the LightSquared debtors, excluding any person or entity that only holds an equity security interest in one or more of the LightSquared debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such a security or interest;
- (vii) all counterparties to LightSquared's executory contracts and unexpired leases listed in the Schedules at the addresses provided therein or as updated pursuant to a request by the counterparty or by returned mail from the post office with a forwarding address;
- (viii) the attorneys of record to all parties to pending litigation against any of the LightSquared debtors (as of the date of the entry of the Order);
- (ix) the Internal Revenue Service, the Securities and Exchange Commission, the United States Attorney's Office for the Southern District of New York, the Federal Communications Commission, Industry Canada, Canada Revenue Agency, the Ministry of Finance (Ontario), and Saskatchewan Finance;

⁷

Wilmington Trust FSB serves as collateral trustee pursuant to that certain Collateral Trust Agreement, dated as of October 1, 2010 between LightSquared LP, UBS AG, Stamford Branch and Wilmington Trust FSB.

- (x) all persons or entities that have filed Claims (as of the date of the entry of the Order);
 - (xi) all parties who have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of the entry of the Order); and
 - (xii) such additional persons and entities as deemed appropriate by LightSquared.
- (b) LightSquared shall post the Proof of Claim Form and the Bar Date Notice on the website established by KCC for LightSquared's Chapter 11 Cases: www.kccllc.net/LightSquared. The Bar Date Notice will provide that LightSquared's Schedules may be accessed through the same website or by contacting KCC at (877) 499-4509 (toll free), (424) 236-7239 (international toll free), or by email at lightsquaredinfo@kccllc.com.

12. LightSquared shall publish the Publication Notice, substantially in the form attached hereto as Schedule 2, once, in *The Wall Street Journal* (National Edition), *The Washington Post*, and *The Globe and Mail* (National Edition), subject to applicable publication deadlines, at least twenty-eight (28) days prior to the General Bar Date, which publication is approved and shall be deemed good, adequate, and sufficient publication notice of the Bar Dates and the Procedures for filing Proofs of Claim in the Chapter 11 Cases.

13. With regard to those holders of Claims listed in the Schedules, LightSquared shall mail one or more Proof of Claim Forms (as appropriate), substantially similar to the Proof of Claim Form attached hereto as Schedule 3, indicating, to the extent possible, how LightSquared has scheduled such creditor's Claim in the Schedules (including the identity of the LightSquared debtor, the amount of the Claim and whether the Claim has been scheduled as contingent, unliquidated, or disputed).

14. Nothing in this Order shall prejudice the right of LightSquared or any other party in interest to dispute or assert offsets or defenses to any Claim reflected in the Schedules or in any submitted Proof of Claim.

15. LightSquared and KCC are authorized and empowered to take all actions necessary to implement or effectuate the terms of this Order.

16. Notification of the relief granted by this Order as provided herein is fair and reasonable, and will provide good, sufficient, and proper notice to all creditors of their rights and obligations in connection with Claims they may have against LightSquared in the Chapter 11 Cases.

17. Nothing in this Order shall prejudice LightSquared's (a) rights and defenses with respect to any Proof of Claim, including, among other things, the right to object to any Proof of Claim on any grounds, or (b) rights and defenses to any Claim listed in the Schedules, including, among other things, the right to dispute any such Claim listed in the Schedules and/or assert any offsets or defenses thereto.

18. To the extent that LightSquared disputes any Claim listed in the Schedules and such Claim is not already listed as disputed, contingent, or unliquidated, LightSquared shall have the right to amend its Schedules as appropriate.

19. Entry of this Order is without prejudice to LightSquared's right to seek a further order of this Court fixing a date by which holders of claims or interests not subject to the Bar Dates established herein must file such Proofs of Claim or interest or be forever barred from doing so.

20. The requirements set forth in rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York are satisfied.

21. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: New York, New York
August __, 2012

HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Bar Date Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
LIGHTSQUARED INC., <i>et al.</i>,	)	Case No. 12-12080 (SCC)
)	
Debtors. ¹	)	Jointly Administered
)	

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST ANY OF THE DEBTOR ENTITIES LISTED ON PAGE 2 OF THIS NOTICE IN THE ABOVE-CAPTIONED CHAPTER 11 CASES:

The United States Bankruptcy Court for the Southern District of New York (the “Court”) has entered an order (the “Bar Date Order”) establishing (a) **September 25, 2012 at 5:00 p.m. (prevailing Eastern time)** (the “General Bar Date”) as the last date and time for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, but not including governmental units (as defined in section 101(27) of the Bankruptcy Code, “Governmental Units”)) to file a proof of claim (“Proof of Claim”) with respect to prepetition claims against any of the LightSquared debtors listed below and (b) **November 12, 2012 at 5:00 p.m. (prevailing Eastern time)** (the “Governmental Bar Date” and, together with the General Bar Date, the “Bar Dates”) as the last date and time for each Governmental Unit to file a Proof of Claim with respect to prepetition claims against LightSquared debtors listed below that arose prior to the Petition Date.

The Bar Date Order, the Bar Dates, and the procedures set forth below for filing Proofs of Claim apply to all claims that arose prior to May 14, 2012 (the “Petition Date”), the date on which LightSquared Inc. and its affiliated debtors and debtors in possession (collectively, “LightSquared”) commenced cases under chapter 11 of the United States Bankruptcy Code, including claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a “503(b)(9) Claim”) and claims held by Governmental Units, except for those holders of claims listed in Section 2 below that are specifically excluded from the Bar Date filing requirements.

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors’ corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.

If you have any questions relating to this Bar Date Notice, please feel free to contact Kurtzman Carson Consultants LLC at (877) 499-4509 (toll free) or (424) 236-7239 (international toll free), or by email at lightsquaredinfo@kccllc.com.

Debtors in These Chapter 11 Cases

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtor in the Past 8 Years
LightSquared Inc.	12-12080	23-2368845	SkyTerra Communications, Inc.
LightSquared LP	12-12081	54-1993801	SkyTerra LP; Mobile Satellite Ventures LP
LightSquared Corp.	12-12082	3051361 (Registry No.)	SkyTerra Corp.; Mobile Satellite Ventures Corp.; 3051361 Nova Scotia ULC
LightSquared Network LLC	12-12083	27-3361750	N/A
One Dot Six Corp.	12-12084	27-0818763	N/A
TMI Communications Delaware, Limited Partnership	12-12085	26-0014456	N/A
ATC Technologies, LLC	12-12086	20-2813432	N/A
Lightsquared Bermuda Ltd.	12-12088	37247 (Registration No.)	Skyterra Bermuda Ltd; Mobile Satellite Ventures Bermuda Ltd.
LightSquared Finance Co.	12-12089	20-4536962	SkyTerra Finance Co.; Mobile Satellite Ventures Finance Co.
LightSquared GP Inc.	12-12091	54-2056190	SkyTerra GP Inc.; Mobile Satellite Ventures GP Inc.
LightSquared Inc. of Virginia	12-12092	54-1939725	SkyTerra Inc. of Virginia; Mobile Satellite Ventures Inc. of Virginia; Motient Services Inc. of Virginia
LightSquared Investors Holdings Inc.	12-12093	13-4200984	SkyTerra Investors Holdings Inc.; MSV Investors Holdings, Inc.
LightSquared Subsidiary LLC	12-12094	54-2059821	SkyTerra Subsidiary LLC; Mobile Satellite Ventures Subsidiary LLC
One Dot Four Corp.	12-12095	27-0818806	N/A
One Dot Six TVCC Corp.	12-12096	27-5270040	N/A
SkyTerra (Canada) Inc.	12-12097	002000629 (Ontario Corporation No.)	Mobile Satellite Ventures (Canada) Inc.
SkyTerra Holdings (Canada) Inc.	12-12098	002000631 (Ontario Corporation No.)	Mobile Satellite Ventures Holdings (Canada) Inc.
SkyTerra Investors LLC	12-12099	N/A	MSV Investors, LLC
SkyTerra Rollup LLC	12-12101	N/A	MSV Rollup LLC
SkyTerra Rollup Sub LLC	12-12102	N/A	MSV Rollup Sub, LLC

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a Proof of Claim to vote on a chapter 11 plan or plans filed in these chapter 11 cases or to share in any distributions from LightSquared's estates if you have a claim that arose prior to **May 14, 2012**, and it is not one of the types of claims described in Section 2 below. Claims based on acts or omissions of LightSquared that occurred before May

14, 2012 must be filed on or prior to the applicable Bar Date, even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before **May 14, 2012**.

Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. For the avoidance of doubt, claims include unsecured claims, secured claims, and priority claims.

2. **WHO NEED NOT FILE A PROOF OF CLAIM**

You need not file a Proof of Claim if:

- (a) Your claim is listed on LightSquared's schedules of assets and liabilities and/or schedules of executory contracts and unexpired leases (collectively, the "Schedules")² and (i) is **not** listed in the Schedules as "disputed," "contingent," or "unliquidated," (ii) you **do not** dispute the amount, nature, or priority of the claim as set forth in the Schedules, and (iii) you **do not** dispute that the claim is an obligation of the specific LightSquared debtor against which the claim is listed in the Schedules;
- (b) Your claim has been paid in full by LightSquared;
- (c) You only hold an equity security interest in one or more of the LightSquared debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such a security or interest; provided, however, that if you assert a claim (as opposed to ownership interests) against any of the LightSquared debtors (including a claim relating to an equity interest or the purchase or sale of such equity interest), a Proof of Claim must be filed on or before the applicable Bar Date as set forth in this Notice;
- (d) You hold a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration of LightSquared's estates (other than a 503(b)(9) Claim, for which, as set forth above, you must file a Proof of Claim);
- (e) You hold a claim that has been previously allowed by order of this Court entered on or before the applicable Bar Date;

² LightSquared filed its Schedules on June 27, 2012 (see Docket Nos. 154-173).

- (f) You hold a claim against any of the LightSquared debtors for which a separate deadline has been fixed by the Court (whereupon you will be required to file a Proof of Claim by that separate deadline);
- (g) You are a LightSquared debtor and you have a claim against another LightSquared debtor in these chapter 11 cases;
- (h) You are a subsidiary of any LightSquared debtor as of the applicable Bar Date;
- (i) You have already filed a Proof of Claim against LightSquared with the Clerk of the Bankruptcy Court for the Southern District of New York in a form substantially similar to the form provided with this Bar Date Notice (the "Proof of Claim Form") or Official Bankruptcy Form No. 10 ("Official Form 10")³; or
- (j) Your claim is limited exclusively to the repayment of principal, interest and other fees and expenses on or under any credit agreement (a "Debt Claim") and the prepetition agent or similar fiduciary under the applicable credit agreement files a master Proof of Claim against the applicable debtor, on or before the General Bar Date, on account of all Debt Claims against such debtor under the applicable credit agreement, provided, however, that if you hold a Debt Claim and you wish to assert a claim arising out of or relating to a credit agreement, other than a Debt Claim, you are required to file a Proof of Claim with respect to such claim on or before the General Bar Date, unless another exception identified herein applies.

This Bar Date Notice is being sent to many persons and entities that have had some relationship with or have done business with LightSquared but may not have an unpaid claim against any of the LightSquared debtors. The fact that you have received this Bar Date Notice does not mean that you have a claim or that LightSquared or the Court believes that you have a claim.

You should not file a Proof of Claim if you do not have a claim against a LightSquared debtor.

3. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising from the rejection of an executory contract or unexpired lease as to which the order authorizing such rejection is dated on or before the applicable Bar Date, you must file a Proof of Claim based on such rejection by the later of (a) the applicable Bar Date, and (b) the date which is thirty (30) days following the entry of the order

³ Official Form 10 can be found at www.uscourts.gov/bkforms, the Official Website for the United States Bankruptcy Courts. A customized Proof of Claim Form can also be obtained on the website established in these chapter 11 cases: www.kccllc.net/LightSquared.

approving such rejection, or you will be forever barred from doing so. Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim with respect to unpaid amounts accrued and outstanding as of May 14, 2012, pursuant to that executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified above applies.

4. WHEN AND WHERE TO FILE

Except as provided herein, to be deemed timely, a Proof of Claim must be filed so as to be **actually received** on or before the applicable Bar Date at the following address (by hand delivery, overnight courier, or first-class mail):

LightSquared Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90254

Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

5. WHAT TO FILE

LightSquared is enclosing the Proof of Claim Form for use in these cases; if your claim is scheduled by LightSquared, the Proof of Claim Form sets forth, to the extent possible, the amount of your claim as scheduled by LightSquared, the specific LightSquared debtor against which the claim is scheduled, and whether the claim is scheduled as disputed, contingent, or unliquidated. You will receive a different Proof of Claim Form for each claim scheduled in your name by LightSquared. You may utilize the Proof of Claim Form(s) provided by LightSquared to file your claim.

Additional Proof of Claim Forms may be obtained by contacting LightSquared's claims and noticing agent, Kurtzman Carson Consultants LLC (the "Claims and Noticing Agent"), by calling (877) 499-4509 (toll free) or (424) 236-7239 (international toll free), emailing lightsquaredinfo@kccllc.com, or visiting LightSquared's restructuring website at: <http://www.kccllc.net/LightSquared>.

The following procedures for the submission of Proofs of Claim asserting claims against any of the LightSquared in these chapter 11 cases shall apply:

- (a) Each Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the Proof of Claim Form or Official Form 10; (iv) specify the name and case number of the particular LightSquared debtor against which the Proof of Claim is filed; (v) set forth with

specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vii) **be signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

- (b) All holders of claims against a LightSquared debtor must check the appropriate box on the Proof of Claim Form identifying the specific LightSquared debtor and case number against which the Claim is filed.
- (c) Any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by LightSquared in the twenty (20) days prior to the Petition Date, (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted, and (iii) attach documentation of any reclamation demand made to any LightSquared debtor under section 546(c) of the Bankruptcy Code (if applicable).
- (d) Any holder of a claim against more than one LightSquared debtor **must file a separate Proof of Claim with respect to each such LightSquared debtor**. A list of the names of the LightSquared debtors and their case numbers is set forth above.
- (e) Parties who wish to receive proof of receipt of their Proofs of Claim from the Claims and Noticing Agent must also include with their Proof of Claim Form a copy of their Proof of Claim and a self-addressed, stamped envelope.

You should attach to your completed Proof of Claim Form copies of any writings upon which your claim is based. If these documents are voluminous, you should attach a summary.

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

ANY HOLDER OF A CLAIM THAT IS NOT EXCEPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER, AS SET FORTH IN SECTION 2 ABOVE, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM, WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST LIGHTSQUARED AND ITS CHAPTER 11 ESTATES (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO), LIGHTSQUARED AND ITS PROPERTY SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM, AND SUCH HOLDER SHALL NOT BE PERMITTED TO VOTE TO ACCEPT OR REJECT ANY PLAN OF REORGANIZATION FILED IN THESE CHAPTER 11 CASES OR PARTICIPATE IN ANY DISTRIBUTION IN LIGHTSQUARED'S CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

7. DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against one or more of the LightSquared debtors on the LightSquared's Schedules. To determine if and how you are listed in the Schedules, please refer to the descriptions set forth on the enclosed Proof of Claim Form regarding the nature, amount, and status of your claim(s). If you received postpetition payments from LightSquared (as authorized by the Court) on account of your claim, the enclosed Proof of Claim Form will reflect the net amount of your claims. If LightSquared believes that you hold claims against more than one LightSquared debtor, you will receive multiple Proof of Claim Forms, each of which will reflect the nature and amount of your claim against each LightSquared debtor, as listed in the Schedules.

If you rely on LightSquared's Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules. In addition, you may rely on the enclosed Proof of Claim Form, which lists, to the extent possible, your claim as scheduled, identifies the LightSquared debtor against which it is scheduled, and specifies whether the claim is disputed, contingent, or unliquidated; however, it is your responsibility to determine that the foregoing information with respect to the claim is accurate.

As set forth above, if you agree with the nature, amount, and status of your claim as listed in LightSquared's Schedules, you do not dispute that your claim is only against the specified LightSquared debtor, and your claim is not listed in the Schedules as "disputed," "contingent," or "unliquidated," you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the Bar Date in accordance with the procedures set forth in this Bar Date Notice.

Copies of LightSquared's Schedules are available for inspection on the Court's electronic docket for the LightSquared's chapter 11 cases, which is posted on (a) the website established by KCC for LightSquared's cases at www.kccllc.net/LightSquared and (b) the Court's website at www.nysb.uscourts.gov (a login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access the information on the Court's website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Schedules may also be examined between the hours of 9:00 a.m. and 4:30 p.m. (prevailing Eastern time) Monday through Friday at the Office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 511, New York, New York 10004-1408. Copies of LightSquared's Schedules may also be obtained by written request to LightSquared's Claims and Noticing Agent at the address and telephone number set forth below:

LightSquared Inc., et al.
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90254
Toll Free: (877) 499-4509
International Toll Free: (424) 236-7239
Email: lightsquaredinfo@kccllc.com

In the event that LightSquared amends or supplements its Schedules subsequent to August 14, 2012, LightSquared shall give notice of any amendment or supplement to the holders of claims affected by such amendment or supplement, and such holders shall have until the later of (a) the applicable Bar Date and (b) thirty (30) days from the date of such notice to file a Proof of Claim or be barred from doing so.

If you are a holder of a possible claim against any of the LightSquared debtors, you should consult an attorney regarding any matters not covered by this Bar Date Notice, such as whether you should file a Proof of Claim.

Dated: New York, New York
_____, 2012

BY ORDER OF THE COURT

MILBANK, TWEED, HADLEY & McCLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000
COUNSEL TO DEBTORS AND
DEBTORS IN POSSESSION

Schedule 2

Publication Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
LIGHTSQUARED INC., <i>et al.</i> ,)	
	)	Case No. 12-12080 (SCC)
Debtors. ¹)	
	)	Jointly Administered

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST LIGHTSQUARED INC. AND ITS AFFILIATED DEBTORS ("LIGHTSQUARED") PLEASE TAKE NOTICE OF THE FOLLOWING:

On May 14, 2012, each of the LightSquared debtors filed a voluntary petition for relief under title 11 of the United States Code, §§ 101-1532 (the "Bankruptcy Code").

The United States Bankruptcy Court for the Southern District of New York has entered an order (the "Bar Date Order") establishing (a) **September 25, 2012 at 5:00 p.m. (prevailing Eastern time)** (the "General Bar Date") as the last date and time for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, but not including governmental units (as defined in section 101(27) of the Bankruptcy Code, "Governmental Units")) to file a proof of claim ("Proof of Claim") with respect to any claim against any of the LightSquared debtors that arose prior to the Petition Date and (b) **November 12, 2012 at 5:00 p.m. (prevailing Eastern time)** (the "Governmental Bar Date") and, together with the General Bar Date, the "Bar Dates") as the last date and time for each Governmental Unit to file a Proof of Claim with respect to any claim against any of the LightSquared debtors that arose prior to the Petition Date.

If you are a holder of a possible claim against any of the LightSquared debtors, you should consult an attorney regarding all matters contained in, or not covered by, this Publication Notice, such as whether you should file a Proof of Claim.

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.

You may need to file a Proof of Claim to vote on a chapter 11 plan or plans filed in these chapter 11 cases or to share in any distributions from LightSquared's estates if you have a claim that arose prior to May 14, 2012. Claims based on acts or omissions of LightSquared that occurred before May 14, 2012 must be filed on or prior to the applicable Bar Date, even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before May 14, 2012.

For further information about the Bar Dates, whether you need to file a Proof of Claim, how and where to file a Proof of Claim, and other related information, you may access LightSquared's chapter 11 website at www.kccllc.net/LightSquared, or contact LightSquared's claims and noticing agent, Kurtzman Carson Consultants LLC, at (877) 499-4509 (toll free) or (424) 236-7239 (international toll free), or by email at lightsquaredinfo@kccllc.com. The website also includes a list of all of the names under which the LightSquared debtors have operated in the past eight years and copies of the Bar Date Order, form Proofs of Claim, and other related materials.

You should not file a Proof of Claim if you do not have a claim against a LightSquared debtor.

ANY CREDITOR WHO IS REQUIRED, BUT FAILS, TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST LIGHTSQUARED AND ITS CHAPTER 11 ESTATES (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO), LIGHTSQUARED AND ITS PROPERTY SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM, AND SUCH HOLDER SHALL NOT BE PERMITTED TO VOTE TO ACCEPT OR REJECT ANY PLAN OF REORGANIZATION FILED IN THESE CHAPTER 11 CASES OR PARTICIPATE IN ANY DISTRIBUTION IN LIGHTSQUARED'S CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: New York, New York
_____, 2012

BY ORDER OF THE COURT

MILBANK, TWEED, HADLEY & McCLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000
COUNSEL TO DEBTORS AND
DEBTORS IN POSSESSION

Schedule 3

Proof of Claim Form

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM																					
<p style="text-align: center;">Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;"><input type="checkbox"/> LightSquared Inc (Case No. 12-12080)</td> <td style="width:33%; border: none;"><input type="checkbox"/> ATC Technologies, LLC (Case No. 12-12086)</td> <td style="width:33%; border: none;"><input type="checkbox"/> One Dot Four Corp. (Case No. 12-12095)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> LightSquared LP (Case No. 12-12081)</td> <td style="border: none;"><input type="checkbox"/> Lightsquared Bermuda Ltd. (Case No. 12-12088)</td> <td style="border: none;"><input type="checkbox"/> One Dot Six TVCC Corp. (Case No. 12-12096)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> LightSquared Corp. (Case No. 12-12082)</td> <td style="border: none;"><input type="checkbox"/> LightSquared Finance Co (Case No. 12-12089)</td> <td style="border: none;"><input type="checkbox"/> SkyTerra (Canada) Inc. (Case No. 12-12097)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> LightSquared Network LLC (Case No. 12-12083)</td> <td style="border: none;"><input type="checkbox"/> LightSquared GP Inc. (Case No. 12-12091)</td> <td style="border: none;"><input type="checkbox"/> SkyTerra Holdings (Canada) Inc. (Case No. 12-12098)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> One Dot Six Corp. (Case No. 12-12084)</td> <td style="border: none;"><input type="checkbox"/> LightSquared Inc. of Virginia (Case No. 12-12092)</td> <td style="border: none;"><input type="checkbox"/> SkyTerra Investors LLC (Case No. 12-12099)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> TMI Communications Delaware Limited Partnership (Case No. 12-12085)</td> <td style="border: none;"><input type="checkbox"/> LightSquared Investors Holdings Inc (Case No. 12-12093)</td> <td style="border: none;"><input type="checkbox"/> SkyTerra Rollup LLP (Case No. 12-12101)</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"><input type="checkbox"/> LightSquared Subsidiary LLC (Case No. 12-12094)</td> <td style="border: none;"><input type="checkbox"/> SkyTerra Rollup Sub LLC (Case No. 12-12102)</td> </tr> </table>			<input type="checkbox"/> LightSquared Inc (Case No. 12-12080)	<input type="checkbox"/> ATC Technologies, LLC (Case No. 12-12086)	<input type="checkbox"/> One Dot Four Corp. (Case No. 12-12095)	<input type="checkbox"/> LightSquared LP (Case No. 12-12081)	<input type="checkbox"/> Lightsquared Bermuda Ltd. (Case No. 12-12088)	<input type="checkbox"/> One Dot Six TVCC Corp. (Case No. 12-12096)	<input type="checkbox"/> LightSquared Corp. (Case No. 12-12082)	<input type="checkbox"/> LightSquared Finance Co (Case No. 12-12089)	<input type="checkbox"/> SkyTerra (Canada) Inc. (Case No. 12-12097)	<input type="checkbox"/> LightSquared Network LLC (Case No. 12-12083)	<input type="checkbox"/> LightSquared GP Inc. (Case No. 12-12091)	<input type="checkbox"/> SkyTerra Holdings (Canada) Inc. (Case No. 12-12098)	<input type="checkbox"/> One Dot Six Corp. (Case No. 12-12084)	<input type="checkbox"/> LightSquared Inc. of Virginia (Case No. 12-12092)	<input type="checkbox"/> SkyTerra Investors LLC (Case No. 12-12099)	<input type="checkbox"/> TMI Communications Delaware Limited Partnership (Case No. 12-12085)	<input type="checkbox"/> LightSquared Investors Holdings Inc (Case No. 12-12093)	<input type="checkbox"/> SkyTerra Rollup LLP (Case No. 12-12101)		<input type="checkbox"/> LightSquared Subsidiary LLC (Case No. 12-12094)	<input type="checkbox"/> SkyTerra Rollup Sub LLC (Case No. 12-12102)
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<p>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</p>																							
Name of Creditor (the person or other entity to whom the debtor owes money or property): _____	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____																						
Name and address where notices should be sent: _____ Telephone number: _____ email: _____	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.																						
Name and address where payment should be sent (if different from above): _____ Telephone number: _____ email: _____	5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().																						
1. Amount of Claim as of Date Case Filed: \$ _____ If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. If all or part of the claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete item 6. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.	2. Basis for Claim: _____ (See instruction #2)																						
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)																					
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____																							
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6)																							
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)																							
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)																							
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____																							
Amount entitled to priority: \$ _____		* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced																					

<p>9. Signature: (See instruction #9) Check the appropriate box.</p> <p> <input type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) </p> <p> <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) </p> <p> <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) </p> <p>I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Company: _____ (Signature) _____ (Date)</p> <p>Address and telephone number (if different from notice address above): _____</p> <p>Telephone number: _____ Email: _____</p>	<p style="text-align: center;"><i>respect to cases commenced on or after the date of adjustment.</i></p> <p style="text-align: center; font-weight: bold;">COURT USE ONLY</p>
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B 10 Modified (Official Form 10) (12/11)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

B 10 Modified (Official Form 10) (12/11) cont.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Southern District of New York), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9):

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.kcellc.net/LightSquared>.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. §§ 101-1532), and any applicable orders of the bankruptcy court.

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

LightSquared Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED,
APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED, AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO THE CHAPTER 11 DEBTORS

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF ELIZABETH
CREARY**

(Sworn August 9, 2012)

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Lawyers for the Chapter 11 Debtors.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED,
APPLICATION OF LIGHTSQUARED LP UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED, AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT WITH RESPECT TO THE CHAPTER 11 DEBTORS

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD
(Returnable August 21, 2012)

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Lawyers for the Chapter 11 Debtors.