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

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 26, 2014)

August 20, 2014

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Exhibit "I" – *Notice of Filing of Clean and Blackline Versions of (A) Second Amended Chapter 11 Plan For One Dot Six Corp. Proposed By U.S. Bank National Association And MAST Capital Management, LLC and (B) Amended Purchase Agreement* [U.S. Bankruptcy Court Docket No. 1714] I

Exhibit "J" – *Notice of Filing of Exhibit To Joint Plan Pursuant To Chapter 11 Of Bankruptcy Code Proposed By Debtors And Ad Hoc Secured Group Of Lightsquared LP Lenders* [U.S. Bankruptcy Court Docket Number 1710] J

TAB 1

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

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")

NOTICE OF MOTION

(Returnable on August 26, 2014)

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 26, 2014 at 8:30 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) 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 order 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 (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures In Connection With Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief* [U.S. Bankruptcy Court Docket No. 1715] (the "**Disclosure and Solicitation Order**");

2. An order substantially in the form of the draft order attached hereto as Schedule "**B**", *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 26, 2014;

(b) Recognizing in Canada and giving full force and effect in all provinces and territories of Canada, pursuant to section 49 of the CCAA, the following order of the U.S. Bankruptcy Court made in the Chapter 11 Cases:

(i) Order Scheduling Certain Hearing Dates and Establishing Deadlines In Connection With Chapter 11 Plan Process [U.S. Bankruptcy Court Docket No. 1708] (the "**Joint Plan Confirmation Schedule Order**", and together with the Disclosure and Solicitation Order, the "**Foreign Orders**");

(c) Approving the nineteenth report (the "**Nineteenth Report**") and the twentieth report (the "**Twentieth Report**") of Alvarez & Marsal Canada Inc. ("**A&M Canada**"), in its capacity as court-appointed information officer of the Chapter 11 Debtors in respect of this proceeding (the "**Information Officer**"), and the activities of the Information Officer as set out therein;

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

THE GROUNDS FOR THE MOTION ARE:

Foreign Orders

1. The chapter 11 plan process in the Chapter 11 Cases requires disclosure statements to be filed with the U.S. Bankruptcy Court;

2. On August 7, 2014, the Chapter 11 Debtors, at the request and direction of the special committee of the boards of directors for LightSquared Inc. and LightSquared GP Inc., and the Ad Hoc Secured Group of Prepetition LP Lenders (the "**Ad Hoc LP Secured Group**") filed (a) the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [U.S. Bankruptcy Court Docket No. 1686] (as may be amended or modified in accordance with the terms thereof, the "**Joint Plan**"), and

(b) the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket Nos. 1689] (as may be amended or modified from time to time, the "**Joint Plan Specific Disclosure Statement**");

3. On August 11, 2014, Harbinger Capital Partners LLC ("**Harbinger**") filed *Harbinger Capital Partners LLC's Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of the Bankruptcy Code* [U.S. Bankruptcy Court Docket No. 1696] (as may be amended or modified, the "**Harbinger Plan**" and, together with the Joint Plan, the "**New Plans**");

4. On August 12, 2014, Harbinger filed the *Specific Disclosure Statement for the Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [U.S. Bankruptcy Court Docket No. 1701] (the "**Harbinger Plan Specific Disclosure Statement**" and, together with the Joint Plan Specific Disclosure Statement, the "**Specific Disclosure Statements**");

5. U.S. Bank National Association and MAST Capital Management, LLC (collectively "**MAST**") intend to seek confirmation of the *Second Amended Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC* (the "**One Dot Six Plan**") contemporaneously with the New Plans. The notice[1] related to the One Dot Six Plan was filed by MAST with the U.S. Bankruptcy Court on August 19, 2014;

6. On August 11, 2014, a status conference was held before the Honorable Shelley C. Chapman, United States Bankruptcy Judge for U.S. Bankruptcy Court, during which the Bankruptcy Court informed the parties that it would: (a) conditionally approve the Specific Disclosure Statements for purposes of solicitation; (b) consider final approval of the Specific Disclosure Statements contemporaneously with its consideration of the confirmation of the New Plans; and (c) be expecting

[1] *Notice of Filing of Clean and Blackline Versions of (A) Second Amended Chapter 11 Plan For One Dot Six Corp. Proposed By U.S. Bank National Association And MAST Capital Management, LLC and (B) Amended Purchase Agreement* [U.S. Bankruptcy Court Docket No. 1714]

the parties to agree on, and file, a revised schedule, including a confirmation hearing beginning on October 20, 2014, shortly thereafter;

7. The Disclosure and Solicitation Order incorporates the terms of, and relief granted in, the Disclosure Statement Order[2], entered by the U.S. Bankruptcy Court on October 9, 2013, to the extent those terms of the Disclosure Statement Order are not in conflict with the Disclosure and Solicitation Order;

8. No separate hearing before the U.S. Bankruptcy Court will take place to assess the adequacy of the respective Specific Disclosure Statements;

9. The Joint Plan contemplates a restructuring of all of the Chapter 11 Debtors' estates; provided, that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Joint Plan, the Joint Plan shall be withdrawn with respect to the Inc. Debtors, and the Chapter 11 Debtors and the Ad Hoc LP Secured Group, as proponents of the Joint Plan, shall pursue confirmation of the Joint Plan solely with respect to the LP Debtors;

10. The Chapter 11 Debtors and the Ad Hoc LP Secured Group intend to file with the U.S. Bankruptcy Court an amended version of the Joint Plan and Joint Plan Specific Disclosure Statement. As amended, the Joint Plan implements this concept through the Joint Plan of LP Debtors Only Pursuant to Chapter 11 of Bankruptcy Code Proposed by LP Debtors and Ad Hoc Secured Group of LightSquared LP Lenders (as amended, supplemented, or modified from time to time), which will be attached as Exhibit A to the amended Joint Plan;

11. On August 19, 2014 a draft of the Disclosure and Solicitation Order was provided to the U.S. Bankruptcy Court on consent of all of the parties in the Chapter 11 Cases and was entered by the U.S. Bankruptcy Court on August 20, 2014;

[2] The Disclosure Statement Order means the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [U.S. Bankruptcy Court Docket No. 936].

12. On August 15, 2014, the U.S. Bankruptcy Court entered the Joint Plan Confirmation Schedule Order;

13. 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;

14. Accordingly, the Foreign Representative requests this Honourable Court recognize in Canada and enforce the Foreign Orders, pursuant to Section 49 of the CCAA;

General

15. The facts as further set out in the Twentieth Report and the affidavit of Elizabeth Creary sworn August 20, 2014 (the "**Creary Affidavit**");

16. The provisions of the CCAA, including Part IV;

17. The *Rules of Civil Procedure*, including rules 2.03, 3.02 and 16; and

18. 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, including the Foreign Orders;

2. The Information Officer's Nineteenth Report (previously filed);

3. The Information Officer's Twentieth Report (to be filed separately); and

4. Such further and other material as counsel may advise and this Honourable Court may permit.

August 20, 2014

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Solicitors for the Foreign Representative and Canadian counsel to the Chapter 11 Debtors

TO: THE SERVICE LIST

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TAB A

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SCHEDULE "A"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	**)**	**TUESDAY, THE 26th DAY**
REGIONAL SENIOR	**)**	**OF AUGUST, 2014**
JUSTICE MORAWETZ	**)**	

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
(Disclosure and Solicitation)

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 20, 2014 (the "**Notice of Motion**"), recognizing an order 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 20, 2014, the nineteenth report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer of the Chapter 11 Debtors (the "**Information Officer**"), dated August 5, 2014 (the "**Nineteenth Report**") and the twentieth report of the Information Officer, dated August ●, 2014 (the "**Twentieth Report**") and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for the Ad Hoc Secured Group of LightSquared LP Lenders and the LP DIP Lenders, no one else appearing although duly served as appears from the affidavit of service of ● sworn August ●, 2014, filed,

RECOGNITION OF FOREIGN ORDER

1. **THIS COURT ORDERS** that the following order of the U.S. Bankruptcy Court made in the Chapter 11 Cases is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures In Connection With Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief* [U.S. Bankruptcy Court Docket No. 1715] (the "**Disclosure and Solicitation Order**");

attached hereto as Schedule "A", provided, however, that in the event of any conflict between the terms of the Disclosure and Solicitation Order 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.

_____

SCHEDULE "A"

Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures In Connection With Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief [U.S. Bankruptcy Court Docket No. 1715]

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
(Disclosure and Solicitation)
(August 26, 2014)

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Solicitors for the Foreign Representative and Canadian counsel to the Chapter 11 Debtors.

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TAB B

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SCHEDULE "B"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	**)**	**TUESDAY, THE 26th DAY**
REGIONAL SENIOR	**)**	**OF AUGUST, 2014**
JUSTICE MORAWETZ	**)**	

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
(Joint Plan Confirmation Schedule)

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 "B" to the notice of

motion of the Foreign Representative dated August 20, 2014 (the "**Notice of Motion**"), recognizing an order 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 20, 2014, the nineteenth report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer of the Chapter 11 Debtors (the "**Information Officer**"), dated August 5, 2014 (the "**Nineteenth Report**") and the twentieth report of the Information Officer, dated August ●, 2014 (the "**Twentieth Report**") and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for the Ad Hoc Secured Group of LightSquared LP Lenders and the LP DIP Lenders, no one else appearing although duly served as appears from the affidavit of service of ● sworn August ●, 2014, filed,

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 ORDER

2. **THIS COURT ORDERS** that the following order of the U.S. Bankruptcy Court made in the Chapter 11 Cases is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) *Order Scheduling Certain Hearing Dates and Establishing Deadlines In Connection With Chapter 11 Plan Process* [U.S. Bankruptcy Court Docket No. 1708] (the "**Joint Plan Confirmation Schedule Order**");

attached hereto as Schedule "A", provided, however, that in the event of any conflict between the terms of the Joint Plan Confirmation Schedule Order 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.

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

_____

SCHEDULE "A"

Order Scheduling Certain Hearing Dates and Establishing Deadlines In Connection With Chapter 11 Plan Process [U.S. Bankruptcy Court Docket No. 1708]

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
(Joint Plan Confirmation Schedule)
(August 26, 2014)

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Solicitors for the Foreign Representative and Canadian counsel to the Chapter 11 Debtors.

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ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(Returnable August 26, 2014)

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TAB 2

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

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")

AFFIDAVIT OF ELIZABETH CREARY

(Sworn August 20, 2014)

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 two distinct orders, *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**"), the following 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**"):

(a) *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures In Connection With Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connections Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief* [U.S. Bankruptcy Court Docket No. 1715] (the "**Disclosure and Solicitation Order**"); and

(b) *Order Scheduling Certain Hearing Dates and Establishing Deadlines In Connection With Chapter 11 Plan Process* [U.S. Bankruptcy Court Docket No. 1708] (the "**Joint Plan Confirmation Schedule Order**", and together with the Disclosure and Solicitation Order, the "**Foreign Orders**").

3. The Foreign Orders are attached to this affidavit at **Exhibits 'A'** and **'B'** respectively.

Corporate Overview

4. 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.

5. The Chapter 11 Debtors are in the process of building what was at the time of the filing 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.

6. 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

7. 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.

8. On May 18, 2012, the Honourable Justice Morawetz also granted a Supplemental Order in these proceedings, 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 certain orders of the U.S. Bankruptcy Court in the Chapter 11 Cases, including the Interim Order Authorizing LightSquared LP to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505.

9. Since that date the Canadian Court has recognized various orders of the U.S. Bankruptcy Court. A comprehensive summary of these proceedings since August 2012 is included in the nineteenth report of the Information Officer (the "**Nineteenth Report**") at Appendix A. A copy of the Nineteenth Report is attached to this affidavit at **Exhibit 'C'**.

Foreign Orders

10. The chapter 11 plan process in the Chapter 11 Cases requires disclosure statements to be filed with the U.S. Bankruptcy Court.

11. The Chapter 11 Debtors filed the General Disclosure Statement with the U.S. Bankruptcy Court on August 29, 2013 and filed an amendment to that statement on October 10, 2013. The General Disclosure Statement provides general information on the Chapter 11 Debtors and the Chapter 11 Cases and is intended to apply to all chapter 11 plans filed in the Chapter 11 Cases.

12. In late August 2013, the Chapter 11 Debtors, Harbinger Capital Partners, LLC ("**Harbinger**"), the ad hoc secured group of LightSquared LP Lenders, exclusive of SP Special Opportunities, LLC (the "**2013 Ad Hoc Secured Group**") and U.S. Bank National Association ("**U.S. Bank**") together with MAST Capital Management, LLC (on behalf of itself and its management funds and accounts) ("**MAST**"), also filed individual Specific Disclosure Statements and brought corresponding motions seeking approval from the U.S. Bankruptcy Court of the adequacy of their Specific Disclosure Statements (the "**Disclosure Statement Motions**").

13. Disclosure Statement Motions were ultimately set to be heard on October 9, 2013, at the same time as the hearing of the motions to approve the (i) solicitation and notice procedures with respect to confirmation of the competing chapter 11 plans, (ii) forms of ballots and notices in connection therewith, and (iii) scheduling of certain dates in connection with confirmation of the competing chapter 11 plans (the "**Solicitation Procedures Motions**").

14. Both the Chapter 11 Debtors and the Ad Hoc Secured Group filed motions for approval of solicitation procedures and related relief. However, at the return of the motion on October 9, 2013, the 2013 Ad Hoc Secured Group did not proceed with their request for this relief and accordingly no competing solicitation procedures were before the U.S. Bankruptcy Court.

15. The 2013 Ad Hoc Secured Group's solicitation motion was combined with their specific disclosure statement motion, which motion record is found on the website maintained for the Chapter 11 Cases by Kurtzman Carson Consultants LLC at http://www.kccllc.net/LightSquared (the "**KCC Website**") as U.S. Bankruptcy Court Docket number 805. The Chapter 11 Debtors' solicitation procedures motion record can be found on the KCC Website at U.S. Bankruptcy Court Docket number 820 and the Chapter 11 Debtors' specific disclosure motion can be found on the KCC Website at U.S. Bankruptcy Court Docket number 819.

16. On October 9, 2013, the U.S. Bankruptcy Court heard the Disclosure Statement Motions and the Solicitation Procedures Motions, and having determined the cumulative relief sought therein to be appropriate on October 10, 2013 entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [U.S. Bankruptcy Court Docket No. 936] (the "**Disclosure Statement Order**").

17. On October 17, 2013 the Canadian Court recognized the Disclosure Statement Order. The Disclosure Statement Order provided for, amongst other things, approval of solicitation and notice procedures with respect to the confirmation of each of the competing plans at that time.

18. The October 17, 2013 recognition order, recognizing the Disclosure Statement Order, is attached to this affidavit at **Exhibit 'D'**.

19. None of the competing plans were able to be confirmed.

20. On August 7, 2014, the Chapter 11 Debtors, at the request and direction of the special committee of the boards of directors (the "**Special Committee**") for LightSquared Inc. and LightSquared GP Inc., and the Ad Hoc Secured Group of Prepetition LP Lenders (the "**Ad Hoc LP Secured Group**") filed (a) the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [U.S. Bankruptcy Court Docket No. 1686] (as may be amended or modified in

accordance with the terms thereof, the "**Joint Plan**"), and (b) the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket Nos. 1689] (as may be amended or modified from time to time, the "**Joint Plan Specific Disclosure Statement**").

21. A copy of the Joint Plan and Join Plan Specific Disclosure Statement are attached to this affidavit at **Exhibits 'E'** and **'F'** respectively.

22. On August 11, 2014, Harbinger Capital Partners LLC ("**Harbinger**") filed *Harbinger Capital Partners LLC's Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of the Bankruptcy Code* [U.S. Bankruptcy Court Docket No. 1696] (as may be amended or modified, the "**Harbinger Plan**" and, together with the Joint Plan, the "**New Plans**").

23. On August 12, 2014, Harbinger filed the Specific Disclosure Statement for the Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC [U.S. Bankruptcy Court Docket No. 1701] (as may be amended or modified, the "**Harbinger Plan Specific Disclosure Statement**" and, together with the Joint Plan Specific Disclosure Statement, the "**Specific Disclosure Statements**").

24. A copy of the Harbinger Plan and Harbinger Plan Specific Disclosure Statement are attached to this affidavit at **Exhibits 'G'** and **'H'** respectively.

25. U.S. Bank National Association and MAST Capital Management, LLC (collectively "**MAST**") intend to seek confirmation of the *Second Amended Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC* (the "**One Dot Six Plan**") contemporaneously with the New Plans.

26. On August 19, 2014, MAST filed a *Notice of Filing of Clean and Blackline Versions of (A) Second Amended Chapter 11 Plan For One Dot Six Corp. Proposed By U.S. Bank National Association And MAST Capital Management, LLC and (B) Amended*

Purchase Agreement [U.S. Bankruptcy Court Docket No. 1714] (the "**One Dot Six Plan Notice**").

27. A copy of the One Dot Six Plan Notice is attached to this affidavit at **Exhibit 'I'**.

28. The New Plans, the One Dot Six Plan and the Specific Disclosure Statements can also be found the KCC Website.

29. On August 11, 2014, a status conference was held before the Honorable Shelley C. Chapman, United States Bankruptcy Judge for U.S. Bankruptcy Court, during which the Bankruptcy Court informed the parties that it would: (a) conditionally approve the Specific Disclosure Statements for purposes of solicitation; (b) consider final approval of the Specific Disclosure Statements contemporaneously with its consideration of the confirmation of the New Plans; and (c) be expecting the parties to agree on, and file, a revised schedule, including a confirmation hearing beginning on October 20, 2014, shortly thereafter.

30. The Joint Plan contemplates a restructuring of all of the Chapter 11 Debtors' estates; provided, that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Joint Plan, the Joint Plan shall be withdrawn with respect to the Inc. Debtors, and the Chapter 11 Debtors and the Ad Hoc LP Secured Group, as proponents of the Joint Plan, shall pursue confirmation of the Joint Plan solely with respect to the LP Debtors. I have been advised by Milbank, Tweed, Hadley & McCloy LLP (U.S. Counsel to the Chapter 11 Debtors) that the Chapter 11 Debtors and the Ad Hoc LP Secured Group intend to file with the U.S. Bankruptcy Court an amended version of the Joint Plan and Joint Plan Specific Disclosure Statement. As amended, the Joint Plan implements this concept through the *Joint Plan of LP Debtors Only Pursuant to Chapter 11 of Bankruptcy Code Proposed by LP Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* (as amended, supplemented, or modified from time to time), which will be attached as Exhibit A to the amended Joint Plan.

31. Notice of the modification of the Joint Plan to include Exhibit A was filed with the U.S. Bankruptcy Court on August 15, 2014 as *Notice of Filing of Exhibit To*

Joint Plan Pursuant To Chapter 11 Of Bankruptcy Code Proposed By Debtors And Ad Hoc Secured Group Of Lightsquared LP Lenders [U.S. Bankruptcy Court Docket Number 1710] (the "**Joint Plan Exhibit A Notice**").

32. A copy of the Joint Plan Exhibit A Notice is attached to this affidavit as **Exhibit 'J'**.

Disclosure and Solicitation Order

33. The Disclosure and Solicitation Order incorporates the terms of, and relief granted in, the Disclosure Statement Order to the extent those terms are not in conflict with the Disclosure and Solicitation Order, including the previously approved solicitation and notice procedures.

34. As a result of the status conference Judge Chapman confirmed that no separate hearing with respect to the approval from the U.S. Bankruptcy Court will take place to assess the adequacy of the respective Specific Disclosure Statements, and such approval will be concurrent with the confirmation proceedings.

35. On August 19, 2014, a draft of the Disclosure and Solicitation Order was provided to the U.S. Bankruptcy Court on consent of all of the parties in the Chapter 11 Cases. The Disclosure and Solicitation Order was entered by the U.S. Bankruptcy Court on August 20, 2014.

36. The Disclosure and Solicitation Order, among other things:

(a) Incorporates by reference the terms of and relief granted in the Disclosure Statement Order except where the terms of the Disclosure Statement Order, which was recognized by the Canadian Court on October 17, 2013, are in conflict with the Disclosure and Solicitation Order.

(b) Conditionally approves the Specific Disclosure Statements;

(c) Approves the form of Ballot (including the voting instructions), substantially in the form attached to the Disclosure and Solicitation Order as Exhibit A-1 and Exhibit A-2;

(d) Sets the record date for purposes of determining the Holders of Claims or Equity Interests entitled to vote on the New Plans as August 25, 2014;

(e) Requires the solicitation packages to be distributed to all entities entitled to vote to accept or reject the New Plans on August 28, 2014;

(f) Requires that notices of non-voting status, substantially in the forms attached to the Disclosure and Solicitation Order as Exhibit B-1 and Exhibit B-2 be distributed to all Holders of Claims or Equity Interests in Classes not entitled to vote on the applicable New Plans(s) on August 28, 2014; and

(g) Schedules the Combined Hearing (for consideration of the Specific Disclosure Statements, the New Plans, and the One Dot Six Plan) for October 20,2014, and approves the Combined Hearing Notice, substantially in the form attached to the Disclosure and Solicitation Order as Exhibit C.

37. The Foreign Representative is of the view that the Canadian Court should recognize the Disclosure and Solicitation Order, as:

(a) The conditionally approved Specific Disclosure Statements provide information specific to the respective competing plans, including, among other things, (i) the terms, provisions, and implications of the competing plans, and (ii) the holders of claims against, and equity interests in, the Chapter 11 Debtors and their rights under the competing plans;

(b) The Disclosure Statements provide more than adequate information regarding the Chapter 11 Debtors, the Chapter 11 Cases and the competing plans, to enable the relevant parties to make informed decisions regarding how to vote on competing plans;

(c) The Claims Procedure Order granted by the U.S. Bankruptcy Court on August 12, 2012 and recognized by the Canadian Court on August 21, 2012, contemplated and included Canadian creditors;

(d) Pursuant to the Claims Procedure Order, known creditors were provided with notice of the claims procedure and notice of the process was published in various publications, including *The Globe and Mail (National Edition)*;

(e) The Information Officer also posted details of the claims process on its webpage with links to the proof of claim form and instructions for the filing of same;

(f) Canadian creditors were therefore given adequate and equal opportunity to participate in the claims process and in turn become entitled to vote in the solicitation process;

(g) The Solicitation Procedures (as set out in Schedule 1 of the Disclosure Statement Order) are directed to all creditors, including Canadian creditors, and there is no differentiation among the creditor classes for Canadian creditors vs. non-Canadian creditors;

(h) The Solicitation Procedures are tailored to allow for the solicitation of votes on competing plans as effectively and efficiently as possible, while minimizing creditor confusion, duplication of effort and expenditure of resources;

(i) The Solicitation Procedures provide all holders of claims and equity interests with adequate notice of the solicitation process and the relevant dates;

(j) The Solicitation Procedures provide all holders of claims or equity interests entitled to vote on any of the competing plans with the requisite materials and sufficient time to make an informed decision with respect to each competing plan;

(k) The Solicitation Procedures reflect the substantial input of the various plan proponents;

(l) The Solicitation Procedures are fair and appropriate; and

(m) The Solicitation Procedures are administratively efficient and cost effective for the courts and the debtor estates.

38. To my knowledge, the Disclosure and Solicitation Order has the consent of all of the parties in the Chapter 11 Cases, and the secured creditors registered against the Canadian Chapter 11 Debtor entities are being given notice of the Disclosure and Solicitation Order.

Joint Plan Confirmation Schedule Order

39. Following the status conference on August 11, 2014, the parties in the Chapter 11 Cases agreed to the proposed schedule in respect of the plan confirmation process described above.

40. On August 15, 2014, the U.S. Bankruptcy Court entered the Joint Plan Confirmation Schedule Order.

41. The timeline established under the Joint Plan Confirmation Schedule Order:

(a) provides a streamlined and orderly process that allows all issues arising to be litigated and considered by the U.S. Bankruptcy Court, thereby preserving the rights of all stakeholders;

(b) is fair in the circumstances, providing stakeholders with ample notice and time to understand and participate in the plan process;

(c) is expeditious and appropriate in the circumstances and does not result in unnecessary delays; and

(d) minimizes restructuring costs, thereby maximizing value for the benefit of all stakeholders.

42. To my knowledge, no party has appealed the Joint Plan Confirmation Schedule Order in the Chapter 11 Cases.

43. The Foreign Representative thus respectfully requests that the Canadian Court recognize the Joint Plan Confirmation Schedule Order, as the terms and conditions contained in the Joint Plan Confirmation Schedule Order are fair and reasonable and in the best interests of the Chapter 11 Debtors' estates and creditors.

44. For the foregoing reasons, the Foreign Representative is requesting that the Canadian Court recognize in Canada and enforce the Foreign Orders entered by the U.S. Bankruptcy Court, pursuant to Section 49 of the CCAA.

45. I make this affidavit in support of the motion of the Foreign Representative returnable August 26, 2014 and for no other or improper purpose.

SWORN before me in the City of Ottawa in the Province of Ontario this 20th day of August, 2014

Commissioner for Taking Affidavits, etc.

Elizabeth Creary

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

TAB A

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Exhibit "A" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

ORDER (A) CONDITIONALLY APPROVING SPECIFIC DISCLOSURE STATEMENTS, (B) APPROVING SOLICITATION AND NOTICE PROCEDURES IN CONNECTION WITH VOTING ON CERTAIN CHAPTER 11 PLANS, (C) APPROVING FORM OF BALLOT AND NOTICES IN CONNECTION THEREWITH, (D) SCHEDULING CERTAIN DATES AND DEADLINES IN CONNECTION WITH CONFIRMATION OF ALL COMPETING CHAPTER 11 PLANS, AND (E) GRANTING RELATED RELIEF

WHEREAS, on August 7, 2014, LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), at the request and direction of the special committee of the boards of directors (the "Special Committee") for LightSquared Inc. and LightSquared GP Inc., and the Ad Hoc Secured Group of Prepetition LP Lenders (the "Ad Hoc LP Secured Group") filed (a) the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 1686] (as such plan may be amended or modified in accordance with the terms thereof, the "Joint Plan"),[2] and

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

[2] The Joint Plan contemplates a restructuring of all of LightSquared's estates; provided, that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Joint Plan (the "Vote To Reject"),

(b) the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket Nos. 1689] (as such disclosure statement may be amended or modified from time to time, the "Joint Plan Specific Disclosure Statement");

WHEREAS, on August 11, 2014, Harbinger Capital Partners LLC ("Harbinger" and, collectively with LightSquared and the Ad Hoc LP Secured Group, the "Plan Proponents") filed *Harbinger Capital Partners LLC's Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1696] (as such plan may be amended or modified, the "Harbinger Plan" and, together with the Joint Plan, the "New Plans");[3]

WHEREAS, on August 12, 2014, Harbinger filed the *Specific Disclosure Statement for the Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 1701] (as such disclosure statement may be amended or modified, the "Harbinger Plan Specific Disclosure Statement" and, together with the Joint Plan Specific Disclosure Statement, the "Specific Disclosure Statements");

WHEREAS, U.S. Bank National Association and MAST Capital Management, LLC intend to seek confirmation of the *First Amended Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC* [Docket No. 1240] (as such plan may be amended or modified, the "One Dot Six Plan") contemporaneously with the New Plans; and

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the Joint Plan shall be withdrawn with respect to the Inc. Debtors, and LightSquared and the Ad Hoc LP Secured Group, as proponents of the Joint Plan, shall pursue confirmation of the Joint Plan solely with respect to the LP Debtors. A version of the Joint Plan that reflects implementation of the LP Debtors-only reorganization (as contemplated by the Joint Plan following the Vote To Reject) is attached as Exhibit [A] to the Joint Plan.

[3] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the applicable New Plan or the One Dot Six Plan (as defined below).

WHEREAS, on August 11, 2014, a status conference was held before the Honorable Shelley C. Chapman, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), during which the Bankruptcy Court informed the parties that it would (a) conditionally approve the Specific Disclosure Statements for purposes of solicitation and (b) consider final approval of the Specific Disclosure Statements contemporaneously with its consideration of the confirmation of the New Plans.

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED THAT:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Pursuant to section 105(d) of the Bankruptcy Code, the Specific Disclosure Statements are conditionally approved to permit the solicitation of acceptances and rejections of the New Plans.

3. The forms of ballot for voting to accept or reject each of the Joint Plan and the Harbinger Plan, which are attached hereto as Exhibit A-1 and Exhibit A-2, respectively (collectively, the "Ballots"), comply with Bankruptcy Rules 3017 and 3018 and are approved.

4. The record date for purposes of determining the Holders of Claims or Equity Interests entitled to vote on the New Plans is August 25, 2014 (the "Record Date").

5. On August 28, 2014 (the "Solicitation Date"), the Claims and Solicitation Agent shall distribute, or cause to be distributed, to all Holders of Claims or Equity Interests in those Classes entitled to vote on the applicable New Plan(s) (the "Voting Classes"): (a) the Specific Disclosure Statements; (b) this Order; (c) the applicable Ballots; (d) the Combined Hearing Notice (as defined below); and (e) any other related documents (collectively with the Specific

Disclosure Statements, this Order, the Combined Hearing Notice, the Ballots, and all exhibits thereto, the "Solicitation Materials").

6. The Solicitation Materials and the distribution thereof as set forth herein (a) provide all Holders of Claims or Equity Interests entitled to vote on the New Plans with the requisite materials and sufficient time to make an informed decision with respect to each New Plan, (b) satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and (c) are approved in their entirety.

7. On the Solicitation Date, the Claims and Solicitation Agent shall distribute, or cause to be distributed to all Holders of Claims or Equity Interests in Classes not entitled to vote on the applicable Joint Plan or Harbinger Plan a notice substantially in the forms attached to this Order as Exhibit B-1 and Exhibit B-2, respectively, together with the Combined Hearing Notice (as defined below).

8. All Ballots shall be properly executed, completed, and delivered to the Claims and Solicitation Agent so that they are received by the Claims and Solicitation Agent no later than 4:00 p.m. (prevailing Pacific time) on September 23, 2014 (the "Voting Deadline").

9. The notice substantially in the form attached hereto as Exhibit C (the "Combined Hearing Notice") notifying all Holders of Claims, Equity Interests, and other parties in interest of the time, date, and place of the hearing to consider, and the deadline for filing objections to, confirmation of the New Plans and the One Dot Six Plan and/or the adequacy of the Specific Disclosure Statements (the "Combined Hearing") is hereby approved and deemed adequate and sufficient notice of the Combined Hearing in accordance with Bankruptcy Rules 2002, 3017, and 9006 and Local Bankruptcy Rules 2002-1 and 3017-1.

10. The Combined Hearing shall commence on **October 20, 2014 at 10:00 a.m. (prevailing Eastern time)**, or as soon thereafter as counsel may be heard; provided, however, that the Combined Hearing may be continued from time to time by the Bankruptcy Court.

11. The other significant dates and deadlines with respect to the New Plans and the One Dot Six Plan are set forth in the *Order Scheduling Certain Hearing Dates and Establishing Deadlines in Connection with Chapter 11 Process* [Docket No. 1708].

12. The terms of, and relief granted in, the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. 936] (the "Disclosure Statement Order") are incorporated herein by reference and shall be deemed part of this Order; provided that, to the extent the terms of the Disclosure Statement Order conflict with the terms of this Order, the terms of this Order shall control.

13. The Plan Proponents reserve their rights to make non-substantive or immaterial changes to their respective Specific Disclosure Statements, New Plans, Ballots, and related documents without further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors, and conforming changes to other documents and materials included in the Solicitation Materials before their distribution.

14. The Plan Proponents and the Claims and Solicitation Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

15. The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: August 20, 2014
New York, New York

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

Exhibit A-1

Form of Joint Plan Ballot

MILBANK, TWEED, HADLEY & M^{C}CLOY LLP
One Chase Manhattan Plaza
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Counsel for Ad Hoc Secured Group of LightSquared LP Lenders

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

BALLOT FOR PREPETITION LP FACILITY NON-SPSO CLAIMS (CLASS 5A) WITH RESPECT TO JOINT PLAN PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE PROPOSED BY DEBTORS AND AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT

LightSquared Inc., LightSquared LP, and the other Debtors in the Chapter 11 Cases, with the authority, and at the direction, of the Special Committee, together with the Ad Hoc LP Secured Group (collectively, the "Plan Proponents"), are soliciting votes with respect to the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders*, dated August 7, 2014 [Docket No. 1686] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Plan"). All capitalized terms used but not otherwise defined herein or in the enclosed voting instructions (the "Voting Instructions") shall have the meanings ascribed to such terms in (1) the Plan, (2) the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving*

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief, dated October 10, 2013 [Docket No. 936], or (3) the *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation Of All Competing Chapter 11 Plans, and (E) Granting Related Relief*, dated August [__], 2014 [Docket No. ____], as applicable.

The Plan Proponents are soliciting votes through Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by the Debtors in these Chapter 11 Cases (the "Claims and Solicitation Agent"), with respect to the Plan from the holders of certain impaired claims against, or equity interests in, the Debtors. Please refer to the Voting Instructions. If you have any questions on how to properly complete this ballot, please call the Claims and Solicitation Agent at (877) 499-4509.

This ballot (the "Ballot") is being sent to all persons or entities that hold Prepetition LP Facility Non-SPSO Claims. This Ballot is to be used for voting to accept or reject the Plan. If you hold more than one type of claim or equity interest, you will receive a Ballot for each claim or equity interest that you hold and for which you are entitled to vote. This Ballot shall supersede and revoke any prior dated Ballot used to vote on the Plan.

Before you vote, you should review the Plan, the *First Amended General Disclosure Statement*, dated October 7, 2013 [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), and the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders*, dated August 7, 2014 [Docket No. 1689] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Specific Disclosure Statement" and, together with the General Disclosure Statement, the "Disclosure Statements"). If the Plan is confirmed by the Bankruptcy Court, it shall be binding on you whether or not you vote.

This Ballot may not be used for any purpose other than for (a) casting votes to accept or reject the Plan or (b) electing to opt out of the third-party release provisions set forth in Article VIII.F of the Plan (the "Third-Party Releases") to the extent that the Plan provides for such election.

THIS BALLOT MUST BE RECEIVED BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN 4:00 P.M. (PREVAILING PACIFIC TIME) ON SEPTEMBER 23, 2014 (THE "VOTING DEADLINE").

IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND TIMELY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT BY THE VOTING DEADLINE, YOUR VOTE SHALL NOT BE COUNTED WITH RESPECT TO THE PLAN AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES SHALL NOT BE VALID. IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT SHALL BIND YOU REGARDLESS OF WHETHER OR NOT YOU VOTE.

PLEASE COMPLETE THE APPLICABLE ITEMS.

IMPORTANT

YOU SHOULD REVIEW THE DISCLOSURE STATEMENTS AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND CLASSIFICATION AND TREATMENT THEREUNDER.

Item 1. Amount of Claim.

The undersigned is the record holder of a Prepetition LP Facility Non-SPSO Claim in the outstanding principal amount of
$_____.

Item 2. Votes.

The holder of the Prepetition LP Facility Non-SPSO Claim set forth in Item 1 votes to accept or reject the Plan as indicated below:

Accept	Reject

Any Ballot that is executed by the holder of a claim or equity interest but that indicates both an acceptance and a rejection of the Plan, or does not indicate either an acceptance or rejection of the Plan, shall not be counted as a vote with respect to the Plan.

As set forth in Article IV.U of the Plan, if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan (the "Vote to Reject"), then the Plan shall be withdrawn with respect to all of the Inc. Debtors, shall be a plan only for the LP Debtors, and may be confirmed with respect to the LP Debtors.[2] If this Ballot is being provided to you as a holder of a claim against, or equity interest in, an LP Debtor, your vote with respect to the Plan shall apply regardless of whether the Plan is withdrawn with respect to the Inc. Debtors. If this Ballot is being provided to you as a holder of a claim against, or equity interest in, an Inc. Debtor, your vote with respect to the Plan shall be disregarded if the Plan is withdrawn with respect to the Inc. Debtors.

If you do not vote to accept the Plan (i.e., you vote to reject the Plan or choose to abstain from voting on the Plan), please see Item 3 below.

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[2] A version of the Plan that reflects implementation of the LP Debtors-only reorganization (as contemplated by the Plan following the Vote To Reject) is attached as Exhibit [A] to the Plan.

Item 3. Releases.

All entities are advised to carefully review and consider the Plan, including the settlement, release, exculpation, and injunction provisions contained in Article VIII thereof, as their rights may be affected.

COMPLETE THIS ITEM ONLY IF YOU ARE ENTITLED TO VOTE ON THE PLAN IN ITEM 2 ABOVE AND YOU DID NOT VOTE TO ACCEPT THE PLAN. If you have (a) voted to reject the Plan, or (b) abstained from voting to accept or reject the Plan, you may check the box below to elect to reject the Third-Party Releases contained in the Plan to the extent that the Plan provides for such election.

The holder of the Prepetition LP Facility Non-SPSO Claim set forth in Item 1 elects to:

☐ Reject the Third-Party Releases contained in the Plan to the extent that the Plan provides for such election.

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Plan Proponents under the penalty of perjury that:

(a) either (i) such person or entity is the holder of the Prepetition LP Facility Non-SPSO Claim being voted or (ii) such person or entity is an authorized signatory for a person or entity which is the holder of the Prepetition LP Facility Non-SPSO Claim being voted;

(b) such person or entity has received copies of the Disclosure Statements and other materials from the Solicitation Materials;

(c) such person or entity acknowledges that the solicitation of votes is being made pursuant, and is subject, to all the terms and conditions set forth in the Disclosure Statements;

(d) such person or entity has cast the same vote on every Ballot completed by such person or entity with respect to the Prepetition LP Facility Non-SPSO Claim under the Plan;

(e) no other Ballots with respect to the Prepetition LP Facility Non-SPSO Claim identified in Item 1 have been cast under the Plan or, if any other Ballots have been cast with respect to such Prepetition LP Facility Non-SPSO Claim under the Plan, such earlier Ballots are hereby revoked with respect to the Plan; and

(f) such person or entity is to be treated as the record holder of the Prepetition LP Facility Non-SPSO Claim for the purposes of voting on the Plan.

Dated:_____, 2014

Name of Voter:_____
(Print or Type)

Social Security
or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____
City, State, and
Zip Code: _____

_____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY.

PLEASE DELIVER THIS BALLOT TO THE CLAIMS AND SOLICITATION AGENT BY (I) E-MAIL TO LIGHTSQUAREDBALLOTS@KCCLLC.COM, (II) FACSIMILE TO (310) 776-8379, OR (III) FIRST CLASS MAIL, OVERNIGHT COURIER, OR PERSONAL DELIVERY TO:

LIGHTSQUARED BALLOT PROCESSING
c/o KURTZMAN CARSON CONSULTANTS LLC
2335 ALASKA AVENUE
EL SEGUNDO, CA 90245

SO AS TO BE RECEIVED NO LATER THAN 4:00 P.M. (PREVAILING PACIFIC TIME) ON SEPTEMBER 23, 2014, OR YOUR VOTE SHALL NOT BE COUNTED AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES SHALL NOT BE VALID.

PLEASE MAKE SURE YOU HAVE PROVIDED ALL OF THE INFORMATION REQUESTED BY THIS BALLOT.

VOTING INSTRUCTIONS

1. The Plan Proponents have filed the Plan and the Specific Disclosure Statement. The Bankruptcy Court has (a) conditionally approved the Specific Disclosure Statement and (b) directed the solicitation of votes with regard to the approval or rejection of the Plan.

2. All capitalized terms used in the Ballot or these Voting Instructions but not otherwise defined herein shall have the meanings ascribed to them in (a) the Plan, (b) the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief*, dated October 10, 2013 [Docket No. 936], or (c) the *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation Of All Competing Chapter 11 Plans, and (E) Granting Related Relief*, dated August [__], 2014 [Docket No. ____].

3. This Ballot shall supersede and revoke any prior dated Ballot used to vote on the Plan.

4. If the Bankruptcy Court confirms the Plan, it will bind the holders of claims against, and holders of equity interests in, the applicable Debtors in accordance with the terms thereof. Please review the Disclosure Statements for more information. These Voting Instructions apply to the holders of claims or equity interests wherever located, including, without limitation, those located in Canada.

5. The Bankruptcy Court has approved August 25, 2014 as the voting record date for purposes of determining (a) which holders of claims or equity interests are entitled to vote on the Plan and (b) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.

6. To ensure that your vote is counted, you must (a) complete the Ballot, (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot, and (c) sign, date, and timely return the Ballot to the Claims and Solicitation Agent.

7. If you (a) are entitled to vote on the Plan and do not vote to accept the Plan (i.e., you vote to reject the Plan or choose to abstain from voting on the Plan) and (b) wish to elect to withhold consent to the third-party release provisions set forth in Article VIII.F of the Plan (the "Third-Party Releases") to the extent that the Plan provides for such election, then to ensure that your election is recorded you must (i) complete Item 3 of the Ballot and (ii) sign, date, and timely return the Ballot to the Claims and Solicitation Agent. If you indicate a decision to accept the Plan in the applicable box provided in Item 2 of the Ballot and complete Item 3 of the Ballot, your election in Item 3 with respect to the Third-Party Releases will be disregarded.

8. To have your vote counted with respect to the Plan, your properly completed Ballot must actually be received by the Claims and Solicitation Agent no later than 4:00 p.m. (prevailing Pacific time) on September 23, 2014 (the "Voting Deadline").

9. Except as otherwise provided in the Solicitation Procedures, or unless waived by the Plan Proponents or permitted by order of the Bankruptcy Court, the Plan Proponents may reject the Ballot as invalid if it is not timely received on or prior to the Voting Deadline, and, therefore, decline to count it in connection with confirmation. The method of delivery of Ballots to be sent to the Claims and Solicitation Agent is at the election and risk of each holder of a claim or equity interest, but, except as otherwise provided in the Solicitation Procedures, such delivery shall be deemed made only when the executed Ballot is actually received by the Claims and Solicitation Agent.

10. Unless specifically instructed by the Claims and Solicitation Agent to do so, no Ballot should be sent to the Plan Proponents, the Plan Proponents' agents (other than the Claims and Solicitation Agent), or the Plan Proponents' financial or legal advisors. If so sent, the Ballot will not be counted in connection with confirmation of the Plan.

11. The Plan Proponents expressly reserve the right to make non-substantive or immaterial changes to the Plan and related documents without further order of the Bankruptcy Court (subject to compliance with the requirements of section 1127 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), and the terms of the Plan regarding modifications). The Bankruptcy Code requires the Plan Proponents to disseminate additional solicitation materials if the Plan Proponents make material changes to the terms of the Plan or if the Plan Proponents waive a material condition to confirmation of the Plan. In that event, the solicitation may be extended to the extent directed by the Bankruptcy Court.

12. The Ballot is not a letter of transmittal and may not be used for any purpose other than (a) transmitting your vote to accept or reject the Plan or (b) electing to opt out of the Third-Party releases. Accordingly, you should not surrender instruments or certificates representing or evidencing your Prepetition LP Facility Non-SPSO Claim, and neither the Plan Proponents nor the Claims and Solicitation Agent shall accept delivery of such instruments or certificates surrendered together with a Ballot.

13. If multiple Ballots are received by the Claims and Solicitation Agent from the same holder of a Prepetition LP Facility Non-SPSO Claim with respect to the same Prepetition LP Facility Non-SPSO Claim prior to the Voting Deadline, the last dated valid Ballot received prior to the Voting Deadline will supersede and revoke any prior dated Ballot.

14. Separate Ballots received by the Claims and Solicitation Agent from the same holder of Prepetition LP Facility Non-SPSO Claims with respect to the Plan shall be counted separately for purposes of determining acceptances or rejections of the Plan pursuant to section 1126(c) of the Bankruptcy Code; provided, however, to the extent that a holder has multiple Prepetition LP Facility Non-SPSO Claims within the same class under the

Plan, the Plan Proponents may, in their discretion, aggregate and count as a single vote the Prepetition LP Facility Non-SPSO Claims of such holder for the purpose of counting the number of votes.

15. Holders of Prepetition LP Facility Non-SPSO Claims under the Plan must vote all of their Prepetition LP Facility Non-SPSO Claims either to accept or reject the Plan and may not split any such votes with respect to the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.

16. Unless otherwise ordered by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), and revocation or withdrawal of Ballots with respect to the Plan shall be determined by the Plan Proponents, which determination shall be final and binding.

17. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity must indicate such capacity when signing and, if required or requested by the applicable holder of a Prepetition LP Facility Non-SPSO Claim or its agent, the Claims and Solicitation Agent, the Plan Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder of a Prepetition LP Facility Non-SPSO Claim.

18. Any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted; provided, however, that the Plan Proponents, subject to contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report.

19. Except as otherwise set forth in the Solicitation Procedures, neither the Plan Proponents nor any other entity will (a) be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report or (b) incur any liability for failure to provide such notification.

20. In the event a designation for lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept or reject the Plan cast with respect to the Prepetition LP Facility Non-SPSO Claim for which designation is requested will be counted for purposes of determining whether the Plan has been accepted or rejected by the holder of such Prepetition LP Facility Non-SPSO Claim.

21. Subject to any contrary order of the Bankruptcy Court, the Plan Proponents reserve the right to reject any and all Ballots not in proper form, the acceptance of which (in the opinion of the Plan Proponents) would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided, however, that any such rejections shall be documented in the Voting Report.

22. If a Prepetition LP Facility Non-SPSO Claim has been estimated or otherwise allowed for voting purposes by an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a), such Prepetition LP Facility Non-SPSO Claim shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution.

23. If an objection to a Prepetition LP Facility Non-SPSO Claim is filed, such Prepetition LP Facility Non-SPSO Claim shall be treated in accordance with the Solicitation Procedures and the terms of the Plan.

24. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Prepetition LP Facility Non-SPSO Claim; (b) any Ballot that contains the vote cast by a party that does not hold a Prepetition LP Facility Non-SPSO Claim that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; or (e) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.

25. Any class of claims or equity interests that does not have a holder of an allowed claim or equity interest, or a claim or equity interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

26. If no holders of Prepetition LP Facility Non-SPSO Claims vote to accept or reject the Plan, the Plan shall be deemed accepted by all holders of such Prepetition LP Facility Non-SPSO Claims.

27. If you hold more than one type of claim or equity interest, you may receive more than one ballot, each coded for a different claim or equity interest. Each ballot votes only your claim or equity interest indicated on that ballot. Please complete and return each ballot you received.

28. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a claim or equity interest.

29. Each holder of a Prepetition LP Facility Non-SPSO Claim shall be deemed to have voted the full amount of its claim as allowed for voting purposes, notwithstanding anything to the contrary on its Ballot.

30. Please be sure to sign and date your Ballot. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

Exhibit A-2

Form of Harbinger Plan Ballot

David M. Friedman (DFriedman@kasowitz.com)
Adam L. Shiff (AShiff@kasowitz.com)
Matthew B. Stein (MStein@kasowitz.com)
KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP
1633 Broadway
New York, New York 10019
Telephone: (212) 506-1700
Facsimile: (212) 506-1800

Counsel for Harbinger Capital Partners, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

BALLOT FOR EXISTING INC. PREFERRED EQUITY INTERESTS (CLASS 7) WITH RESPECT TO JOINT PLAN FOR THE INC. DEBTORS PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT

Harbinger Capital Partners LLC and certain of its affiliates (collectively, "Harbinger" or the "Plan Proponent") are soliciting votes with respect to the *Harbinger Capital Partners LLC's Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of the Bankruptcy Code*, dated August 11, 2014 [Docket No. 1696] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Plan").

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

All capitalized terms used but not otherwise defined herein or in the enclosed voting instructions (the "Voting Instructions") shall have the meanings ascribed to such terms in (1) the Plan, (2) the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief*, dated October 10, 2013 [Docket No. 936], or (3) the *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation Of All Competing Chapter 11 Plans, and (E) Granting Related Relief*, dated August [__], 2014 [Docket No. ____], as applicable.

Harbinger is soliciting votes through Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by the Debtors in these Chapter 11 Cases (the "Claims and Solicitation Agent"), with respect to the Plan from the holders of certain impaired claims against, or equity interests in, the Inc. Debtors. Please refer to the Voting Instructions. If you have any questions on how to properly complete this ballot, please call the Claims and Solicitation Agent at (877) 499-4509.

This ballot (the "Ballot") is being sent to all persons or entities that hold Existing Inc. Preferred Equity Interests. This Ballot is to be used for voting to accept or reject the Plan. If you hold more than one type of claim or equity interest, you will receive a Ballot for each claim or equity interest that you hold and for which you are entitled to vote. This Ballot shall supersede and revoke any prior dated Ballot used to vote on the Plan.

Before you vote, you should review the Plan, the *First Amended General Disclosure Statement*, dated October 7, 2013 [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), and the *Specific Disclosure Statement for the Joint Plan of Reorganization For LightSquared Inc. and its Subsidiaries Proposed by Harbinger Capital Partners, LLC*, dated August 12, 2014 [Docket No. 1701] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Specific Disclosure Statement" and, together with the General Disclosure Statement, the "Disclosure Statements"). If the Plan is confirmed by the Bankruptcy Court, it shall be binding on you whether or not you vote.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan.

THIS BALLOT MUST BE RECEIVED BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN 4:00 P.M. (PREVAILING PACIFIC TIME) ON SEPTEMBER 23, 2014 (THE "VOTING DEADLINE").

IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND TIMELY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT BY THE VOTING DEADLINE, YOUR VOTE SHALL NOT BE COUNTED WITH RESPECT TO THE PLAN. IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT SHALL BIND YOU REGARDLESS OF WHETHER OR NOT YOU VOTE.

PLEASE COMPLETE THE APPLICABLE ITEMS.

IMPORTANT

YOU SHOULD REVIEW THE DISCLOSURE STATEMENTS AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND CLASSIFICATION AND TREATMENT THEREUNDER.

Item 1. Amount of Claim.

The undersigned is the record holder of a Class 7 - Existing Inc. Preferred Equity Interest in connection with the following number of shares or units:
_____.

Item 2. Class 7 Vote.

The holder of the Existing Inc. Preferred Equity Interest set forth in Item 1 votes to accept or reject the Plan as indicated below:

Accept	Reject

Any Ballot that is executed by the holder of a claim or equity interest but that indicates both an acceptance and a rejection of the Plan, or does not indicate either an acceptance or rejection of the Plan, shall not be counted as a vote with respect to the Plan.

Item 3. Releases.

All entities are advised to carefully review and consider the Plan, including the settlement, release, exculpation, and injunction provisions contained in Article VIII thereof, as their rights may be affected.

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Plan Proponent under the penalty of perjury that:

(a) either (i) such person or entity is the holder of the Existing Inc. Preferred Equity Interest being voted or (ii) such person or entity is an authorized signatory for a person or entity which is the holder of Existing Inc. Preferred Equity Interest being voted;

(b) such person or entity has received copies of the Disclosure Statements and other materials from the Solicitation Materials;

(c) such person or entity acknowledges that the solicitation of votes is being made pursuant, and is subject, to all the terms and conditions set forth in the Disclosure Statements;

(d) such person or entity has cast the same vote on every Ballot completed by such person or entity with respect to the Existing Inc. Preferred Equity Interest under the Plan;

(e) no other Ballots with respect to the Existing Inc. Preferred Equity Interest identified in Item 1 have been cast under the Plan or, if any other Ballots have been cast with respect to such Existing Inc. Preferred Equity Interest under the Plan, such earlier Ballots are hereby revoked with respect to the Plan; and

(f) such person or entity is to be treated as the record holder of the Existing Inc. Preferred Equity Interest for the purposes of voting on the Plan.

Dated:_____, 2014

Name of Voter:_____
(Print or Type)

Social Security
or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, and
Zip Code: _____

_____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY.

PLEASE DELIVER THIS BALLOT TO THE CLAIMS AND SOLICITATION AGENT BY (I) E-MAIL TO LIGHTSQUAREDBALLOTS@KCCLLC.COM, (II) FACSIMILE TO (310) 776-8379, OR (III) FIRST CLASS MAIL, OVERNIGHT COURIER, OR PERSONAL DELIVERY TO:

LIGHTSQUARED BALLOT PROCESSING
c/o KURTZMAN CARSON CONSULTANTS LLC
2335 ALASKA AVENUE
EL SEGUNDO, CA 90245

SO AS TO BE RECEIVED NO LATER THAN 4:00 P.M. (PREVAILING PACIFIC TIME) ON SEPTEMBER 23, 2014, OR YOUR VOTE SHALL NOT BE COUNTED.

PLEASE MAKE SURE YOU HAVE PROVIDED ALL OF THE INFORMATION REQUESTED BY THIS BALLOT.

VOTING INSTRUCTIONS

1. The Plan Proponent has filed the Plan and the Specific Disclosure Statement. The Bankruptcy Court has (a) conditionally approved the Specific Disclosure Statement and (b) directed the solicitation of votes with regard to the approval or rejection of the Plan.

2. All capitalized terms used in the Ballot or these Voting Instructions but not otherwise defined herein shall have the meanings ascribed to them in (a) the Plan, (b) the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief*, dated October 10, 2013 [Docket No. 936], or (c) the *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation Of All Competing Chapter 11 Plans, and (E) Granting Related Relief*, dated August [__], 2014 [Docket No. ____].

3. This Ballot shall supersede and revoke any prior dated Ballot used to vote on the Plan.

4. If the Bankruptcy Court confirms the Plan, it will bind the holders of claims against, and holders of equity interests in, the applicable Debtors in accordance with the terms thereof. Please review the Disclosure Statements for more information. These Voting Instructions apply to the holders of claims or equity interests wherever located, including, without limitation, those located in Canada.

5. The Bankruptcy Court has approved August 25, 2014 as the voting record date for purposes of determining (a) which holders of claims or equity interests are entitled to vote on the Plan and (b) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.

6. To ensure that your vote is counted, you must (a) complete the Ballot, (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot, and (c) sign, date, and timely return the Ballot to the Claims and Solicitation Agent.

7. To have your vote counted with respect to the Plan, your properly completed Ballot must actually be received by the Claims and Solicitation Agent no later than 4:00 p.m. (prevailing Pacific time) on September 23, 2014 (the "Voting Deadline").

8. Except as otherwise provided in the Solicitation Procedures, or unless waived by the Plan Proponent or permitted by order of the Bankruptcy Court, the Plan Proponent may reject the Ballot as invalid if it is not timely received on or prior to the Voting Deadline, and, therefore, decline to count it in connection with confirmation. The method of delivery of Ballots to be sent to the Claims and Solicitation Agent is at the election and risk of each

holder of a claim or equity interest, but, except as otherwise provided in the Solicitation Procedures, such delivery shall be deemed made only when the executed Ballot is actually received by the Claims and Solicitation Agent.

9. Unless specifically instructed by the Claims and Solicitation Agent to do so, no Ballot should be sent to the Plan Proponent, the Plan Proponent's agents (other than the Claims and Solicitation Agent), or the Plan Proponent's financial or legal advisors. If so sent, the Ballot will not be counted in connection with confirmation of the Plan.

10. The Plan Proponent expressly reserves the right to make non-substantive or immaterial changes to the Plan and related documents without further order of the Bankruptcy Court (subject to compliance with the requirements of section 1127 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), and the terms of the Plan regarding modifications). The Bankruptcy Code requires the Plan Proponent to disseminate additional solicitation materials if the Plan Proponent makes material changes to the terms of the Plan or if the Plan Proponent waives a material condition to confirmation of the Plan. In that event, the solicitation may be extended to the extent directed by the Bankruptcy Court.

11. The Ballot is not a letter of transmittal and may not be used for any purpose other than transmitting your vote to accept or reject the Plan. Accordingly, you should not surrender instruments or certificates representing or evidencing your Existing Inc. Preferred Equity Interest, and neither the Plan Proponent nor the Claims and Solicitation Agent shall accept delivery of such instruments or certificates surrendered together with a Ballot.

12. If multiple Ballots are received by the Claims and Solicitation Agent from the same holder of an Existing Inc. Preferred Equity Interest with respect to the same Existing Inc. Preferred Equity Interest prior to the Voting Deadline, the last dated valid Ballot received prior to the Voting Deadline will supersede and revoke any prior dated Ballot.

13. Separate Ballots received by the Claims and Solicitation Agent from the same holder of Existing Inc. Preferred Equity Interests with respect to the Plan shall be counted separately for purposes of determining acceptances or rejections of the Plan pursuant to section 1126(c) of the Bankruptcy Code; provided, however, to the extent that a holder has multiple Existing Inc. Preferred Equity Interests within the same class under the Plan, the Plan Proponent may, in its discretion, aggregate and count as a single vote the Existing Inc. Preferred Equity Interests of such holder for the purpose of counting the number of votes.

14. Holders of Existing Inc. Preferred Equity Interests under the Plan must vote all of their Existing Inc. Preferred Equity Interests either to accept or reject the Plan and may not split any such votes with respect to the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.

15. Unless otherwise ordered by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), and revocation or withdrawal of Ballots with respect to the Plan shall be determined by the Plan Proponent, which determination shall be final and binding.

16. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity must indicate such capacity when signing and, if required or requested by the applicable holder of an Existing Inc. Preferred Equity Interest or its agent, the Claims and Solicitation Agent, the Plan Proponent, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder of an Existing Inc. Preferred Equity Interest.

17. Any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted; provided, however, that the Plan Proponent, subject to contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report.

18. Except as otherwise set forth in the Solicitation Procedures, neither the Plan Proponent nor any other entity will (a) be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report or (b) incur any liability for failure to provide such notification.

19. In the event a designation for lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept or reject the Plan cast with respect to the Existing Inc. Preferred Equity Interest for which designation is requested will be counted for purposes of determining whether the Plan has been accepted or rejected by the holder of such Existing Inc. Preferred Equity Interest.

20. Subject to any contrary order of the Bankruptcy Court, the Plan Proponent reserves the right to reject any and all Ballots not in proper form, the acceptance of which (in the opinion of the Plan Proponent) would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided, however, that any such rejections shall be documented in the Voting Report.

21. If an objection to an Existing Inc. Preferred Equity Interest is filed, such Existing Inc. Preferred Equity Interest shall be treated in accordance with the Solicitation Procedures and the terms of the Plan.

22. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Existing Inc. Preferred Equity Interest; (b) any Ballot that contains the vote cast by a party that does not hold an Existing Inc. Preferred Equity Interest that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not

marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; or (e) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.

23. Any class of claims or equity interests that does not have a holder of an allowed claim or equity interest, or a claim or equity interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

24. If no holders of Existing Inc. Preferred Equity Interests vote to accept or reject the Plan, the Plan shall be deemed accepted by all holders of such Existing Inc. Preferred Equity Interests.

25. If you hold more than one type of claim or equity interest, you may receive more than one ballot, each coded for a different claim or equity interest. Each ballot votes only your claim or equity interest indicated on that ballot. Please complete and return each ballot you received.

26. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a claim or equity interest.

27. Each holder of an Existing Inc. Preferred Equity Interest shall be deemed to have voted the full amount of its interest as allowed for voting purposes, notwithstanding anything to the contrary on its Ballot.

28. Please be sure to sign and date your Ballot. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

Exhibit B-1

Form of Joint Plan Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

NOTICE OF NON-VOTING STATUS WITH RESPECT TO (A) UNCLASSIFIED OR UNIMPAIRED CLASSES PRESUMED TO ACCEPT AND (B) IMPAIRED CLASSES PRESUMED TO REJECT JOINT PLAN PROPOSED BY DEBTORS AND AD HOC LP SECURED GROUP

PLEASE TAKE NOTICE that on October 10, 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. 936] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the *First Amended General Disclosure Statement*, dated October 7, 2013 [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement") and (ii) authorized certain procedures (the "Solicitation Procedures"), attached as Schedule 1 thereto, related to the solicitation by the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") of acceptances or rejections of certain chapter 11 plans proposed in these Chapter 11 Cases.[2] On October 17, 2013, the Ontario Superior Court of Justice (Commercial List) granted an order that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Disclosure Statement Order or the Solicitation Order (as defined below), as applicable.

PLEASE TAKE FURTHER NOTICE that, on August [__], 2014, the Bankruptcy Court entered the *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation Of All Competing Chapter 11 Plans, and (E) Granting Related Relief* [Docket No. ____] (the "Solicitation Order") that, among other things, (i) conditionally approved the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders,* dated August 7, 2014 [Docket No. 1689] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Specific Disclosure Statement") for purposes of solicitation, (ii) authorized LightSquared and the Ad Hoc Secured Group of LightSquared LP Lenders, through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders*, dated August 7, 2014 [Docket No. 1686] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Plan")[3] from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under the Plan, and (iii) incorporated by reference the terms of, and relief granted in, the Disclosure Statement Order. [On [_____], 2014, the Ontario Superior Court of Justice (Commercial List) granted an order that, among other things, recognized, and granted the full force and effect of, the Solicitation Order in Canada.] **A hearing to consider, among other relief, (i) adequacy of the Specific Disclosure Statement and (ii) confirmation of the Plan will commence on October 20, 2014 at [____] a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the Bankruptcy Court.**

PLEASE TAKE FURTHER NOTICE that the General Disclosure Statement, the Specific Disclosure Statement, the Plan, the Disclosure Statement Order, the Solicitation Order, and other documents included in the Solicitation Materials may be obtained by contacting Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"), by (i) calling LightSquared's restructuring hotline at (877) 499-4509, (ii) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (iii) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (iv) emailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: http://www.nysb.uscourts.gov.

[3] The Plan contemplates a restructuring of all of LightSquared's estates; provided, that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan (the "Vote To Reject"), the Plan shall be withdrawn with respect to the Inc. Debtors, and LightSquared and the Ad Hoc LP Secured Group, as proponents of the Plan, shall pursue confirmation of the Plan solely with respect to the LP Debtors. A version of the Plan that reflects implementation of the LP Debtors-only reorganization (as contemplated by the Plan following the Vote To Reject) is attached as Exhibit [A] to the Plan.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because, pursuant to the terms of the Plan and the applicable provisions of the Bankruptcy Code, your claim(s) against, or equity interest(s) in, LightSquared is/are (i) either unclassified or unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are conclusively presumed to have accepted the Plan or (ii) impaired and you are not entitled to receive any distribution under the Plan on account of such claim(s) or equity interest(s) and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, you are deemed to have rejected the Plan. Accordingly, you are **not entitled to vote on the Plan**, and this notice and the *Notice of Combined Hearing To Consider (A) Adequacy of Specific Disclosure Statements for Certain Chapter 11 Plans and (B) Confirmation of Certain Chapter 11 Plans* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that, if you have any questions about the status of your claim(s) or equity interest(s), you should contact the Claims and Solicitation Agent in accordance with the instructions provided above.

Dated: [_____], 2014
New York, New York

BY ORDER OF THE COURT

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Alan J. Stone
Steven Z. Szanzer
Karen Gartenberg
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Counsel for Debtors and Debtors in Possession

- and -

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Counsel for Ad Hoc Secured Group of LightSquared LP Lenders

Exhibit B-2

Form of Harbinger Plan Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

NOTICE OF NON-VOTING STATUS WITH RESPECT TO (A) UNCLASSIFIED OR UNIMPAIRED CLASSES PRESUMED TO ACCEPT AND (B) IMPAIRED CLASSES PRESUMED TO REJECT JOINT PLAN FOR THE INC. DEBTORS PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC

PLEASE TAKE NOTICE that on October 10, 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. 936] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the *First Amended General Disclosure Statement*, dated October 7, 2013 [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement") and (ii) authorized certain procedures (the "Solicitation Procedures"), attached as Schedule 1 thereto, related to the solicitation by the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") of acceptances or rejections of certain chapter 11 plans proposed in these Chapter 11 Cases.[2] On October 17, 2013, the Ontario Superior Court of Justice (Commercial List) granted an order that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Disclosure Statement Order or the Solicitation Order (as defined below), as applicable.

PLEASE TAKE FURTHER NOTICE that, on August [__], 2014, the Bankruptcy Court entered the *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting On Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation Of All Competing Chapter 11 Plans, and (E) Granting Related Relief* [Docket No. ____] (the "Solicitation Order") that, among other things, (i) conditionally approved the *Specific Disclosure Statement for the Joint Plan of Reorganization For LightSquared Inc. and its Subsidiaries Proposed by Harbinger Capital Partners, LLC,* dated August 12, 2014 [Docket No. 1701] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Specific Disclosure Statement") for purposes of solicitation, (ii) authorized Harbinger Capital Partners LLC, through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the *Harbinger Capital Partners LLC's Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of the Bankruptcy Code,* dated August 11, 2014 [Docket No. 1696] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Plan") from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under the Plan, and (iii) incorporated by reference the terms of, and relief granted in, the Disclosure Statement Order. [On [_____], 2014, the Ontario Superior Court of Justice (Commercial List) granted an order that, among other things, recognized, and granted the full force and effect of, the Solicitation Order in Canada.] **A hearing to consider, among other relief, (i) adequacy of the Specific Disclosure Statement and (ii) confirmation of the Plan will commence on October 20, 2014 at [____] a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the Bankruptcy Court.**

PLEASE TAKE FURTHER NOTICE that the General Disclosure Statement, the Specific Disclosure Statement, the Plan, the Disclosure Statement Order, the Solicitation Order, and other documents included in the Solicitation Materials may be obtained by contacting Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"), by (i) calling LightSquared's restructuring hotline at (877) 499-4509, (ii) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (iii) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (iv) emailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: http://www.nysb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because, pursuant to the terms of the Plan and the applicable provisions of the Bankruptcy Code, your claim(s) against, or equity interest(s) in, LightSquared is/are (i) either unclassified or unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are conclusively presumed to have accepted the Plan or (ii) impaired and you are not entitled to receive any distribution under the Plan on account of such claim(s) or equity interest(s) and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, you are deemed to have rejected the Plan. Accordingly, you are **not entitled to vote on the Plan**, and this notice and the *Notice of Combined Hearing To Consider (A) Adequacy of Specific Disclosure Statements for Certain Chapter 11 Plans and (B) Confirmation of Certain Chapter 11 Plans* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that, if you have any questions about the status of your claim(s) or equity interest(s), you should contact the Claims and Solicitation Agent in accordance with the instructions provided above.

Dated: [_____], 2014
New York, New York

BY ORDER OF THE COURT

David M. Friedman (DFriedman@kasowitz.com)
Adam L. Shiff (AShiff@kasowitz.com)
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Attorneys for Harbinger Capital Partners LLC

Exhibit C

Form of Combined Hearing Notice

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

NOTICE OF COMBINED HEARING TO CONSIDER (A) ADEQUACY OF SPECIFIC DISCLOSURE STATEMENTS FOR CERTAIN CHAPTER 11 PLANS AND (B) CONFIRMATION OF CERTAIN CHAPTER 11 PLANS

TO ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS AND PARTIES IN INTEREST:

1. **Chapter 11 Plans**. The following chapter 11 plans are being proposed for confirmation in the above-captioned chapter 11 cases (the "Chapter 11 Cases"):

- *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders*, dated August 7, 2014 [Docket No. 1686] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Joint Plan");[2]

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

[2] The Joint Plan contemplates a restructuring of all of LightSquared's estates; provided, that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Joint Plan (the "Vote To Reject"), the Joint Plan shall be withdrawn with respect to the Inc. Debtors, and LightSquared and the Ad Hoc LP Secured Group, as proponents of the Joint Plan, shall pursue confirmation of the Joint Plan solely with respect to the LP Debtors. A version of the Joint Plan that reflects implementation of the LP Debtors-only reorganization (as contemplated by the Joint Plan following the Vote To Reject) (the "LP Debtors Joint Plan") is attached as Exhibit [A] to the Joint Plan.

- *Harbinger Capital Partners LLC's Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of the Bankruptcy* Code, dated August 11, 2014 [Docket No. 1696] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Plan" and, together with the Joint Plan, the "New Plans"); and

- *First Amended Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC*, dated January 21, 2014 [Docket No. 1240] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "One Dot Six Plan" and, together with the New Plans, the "Plans").[3]

2. **Bankruptcy Court Approval of Disclosure Statements and Solicitation Procedures**. On October 10, 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. 936] (the "Disclosure Statement Order") that, among other things, (a) approved the adequacy of the (i) *First Amended General Disclosure Statement,* dated October 7, 2013 [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement") and (ii) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC*, dated October 7, 2013 [Docket No. 914] (the "One Dot Six Plan Specific Disclosure Statement"), and (b) authorized solicitation, pursuant to certain procedures attached as Schedule 1 thereto, of acceptances or rejections of chapter 11 plans proposed in these Chapter 11 Cases.[4]

On [_____], 2014, the Bankruptcy Court entered the *Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting on Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief* [Docket No. ____] (the "Solicitation Order") that, among other things, (a) conditionally approved the (i) *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed By Debtors and Ad Hoc Secured Group of LightSquared LP Lenders*, dated August 7, 2014 [Docket No. 1689] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Joint Plan Specific Disclosure Statement") and (ii) *Specific Disclosure Statement for the Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC*, dated August 12, 2014

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Disclosure Statement Order and the Solicitation Order (as defined below), as applicable.

[4] On January 3, 2014, in accordance with the Disclosure Statement Order, the Claims and Solicitation Agent (as defined herein) certified its tabulation of votes with respect to the One Dot Six Plan [Docket No. 1189].

[Docket No. 1701] (the "Harbinger Plan Specific Disclosure Statement" and, together with the One Dot Six Plan Specific Disclosure Statement and the Joint Plan Specific Disclosure Statement, the "Specific Disclosure Statements") for purposes of solicitation, (b) authorized solicitation of acceptances or rejections of the New Plans from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or both of the New Plans, and (c) incorporated by reference the terms of, and relief granted in, the Disclosure Statement Order. [On [_____], 2014, the Ontario Superior Court of Justice (Commercial List) granted an order that, among other things, recognized, and granted the full force and effect of, the Solicitation Order in Canada.]

3. **Voting Record Date**. The Bankruptcy Court has approved August 25, 2014 as the voting record date (the "Voting Record Date") for purposes of determining (a) which holders of claims or equity interests are entitled to vote on the New Plans and (b) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.

4. **Voting Deadline**. If you held a claim against, or equity interest in, one of the LightSquared entities as of the Voting Record Date, and are entitled to vote on one or both of the New Plans, you have received one or more Ballots and voting instructions appropriate for your claim(s) or equity interest(s). The Bankruptcy Court has approved September 23, 2014 at 4:00 p.m. (prevailing Pacific time) as the deadline for voting on the New Plans (the "Voting Deadline"). To be counted as a vote to accept or reject a New Plan, a Ballot must be properly executed, completed, and actually received by Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent") no later than the Voting Deadline. The Ballots clearly indicate the appropriate return address. Ballots returnable to the Claims and Solicitation Agent should be sent by (a) first class mail, overnight courier, or personal delivery to LightSquared Ballot Processing c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, (b) email to LightSquaredBallots@kccllc.com, or (c) facsimile to (310) 776-8379. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot, your vote on such New Plan, or any election set forth therein (as applicable).

5. **Objections to Plans, Joint Plan Specific Disclosure Statement, and Harbinger Plan Specific Disclosure Statement**. The Bankruptcy Court has established October 3, 2014 at 12:00 p.m. (prevailing Eastern time) as the deadline for filing and serving objections to the adequacy of the Joint Plan Disclosure Statement and the Harbinger Plan Disclosure Statement, and the confirmation of the Plans. Any objection to the adequacy of the Joint Plan Specific Disclosure Statement or the Harbinger Plan Specific Disclosure Statement, or confirmation of a Plan must (a) be in writing, (b) conform to the Bankruptcy Rules, the Local Bankruptcy Rules, and the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 121] (the "Case Management Order"), (c) state the name and address of the objecting party and the amount and nature of the claim or equity interest, (d) state with particularity the basis and nature of any objection to such Plan or disclosure statement, (e) propose a modification to such Plan or disclosure statement that would resolve such objection (if applicable), and (f) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served on (i) LightSquared Inc., 10802 Parkridge Boulevard, Reston, VA 20191, Attn: Marc R. Montagner and Curtis Lu, Esq., (ii) counsel to LightSquared, Milbank, Tweed,

Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq., Alan J. Stone, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq., (iii) counsel to the Special Committee, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10021, Attn: James H.M. Sprayregen, Esq., Paul M. Basta, Esq., and Joshua A. Sussberg, Esq., (iv) if in respect of the Joint Plan or the Joint Plan Specific Disclosure Statement, counsel to the Ad Hoc Secured Group of LightSquared LP Lenders, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq., Glenn M. Kurtz, Esq., Andrew C. Ambruoso, Esq., and Matthew C. Brown, Esq., (v) if in respect of the Harbinger Plan or the Harbinger Plan Specific Disclosure Statement, counsel to Harbinger Capital Partners, LLC, Kasowitz, Benson, Torres & Freidman LLP, 1633 Broadway, New York, NY 10019, Attn: David M. Friedman, Esq., Adam L. Shiff, Esq., and Matthew B. Stein, Esq., (vi) if in respect of the One Dot Six Plan, counsel to U.S. Bank National Association and MAST Capital Management, LLC, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Michael S. Stamer, Esq., Philip C. Dublin, Esq., and Meredith A. Lehaie, Esq., and (vii) in all cases, each of the entities on the Master Service List (as defined in the Case Management Order and available on LightSquared's case website at http://www.kccllc.net/lightsquared).

6. **Combined Hearing**. A hearing to consider, among other relief, (a) the adequacy of the Joint Plan Specific Disclosure Statement and the Harbinger Plan Specific Disclosure Statement and (b) confirmation of the Plans (the "Combined Hearing") will commence on **October 20, 2014 at [____] a.m. (prevailing Eastern time**) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the Bankruptcy Court. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the local rules of the Bankruptcy Court or otherwise. Please note that the proponent(s) of a Plan may modify such Plan, if necessary and in accordance with the terms of such Plan and the Bankruptcy Code, prior to, during, or as a result of the Combined Hearing without further action by such proponent(s) and without further notice to, or action, order, or approval of, the Bankruptcy Court or any other entity.

7. **Inquiries**. The Plans, the General Disclosure Statement, the Specific Disclosure Statements, the Disclosure Statement Order, the Solicitation Order, and certain other documents shall be mailed to holders of claims or equity interests entitled to vote on either of the New Plans in CD-ROM format. The Ballots and the Combined Hearing Notice only shall be provided in paper format. Any holder of a claim or equity interest that is entitled to vote on a New Plan may obtain a paper copy of the documents otherwise provided on CD-ROM by (a) calling LightSquared's restructuring hotline at (877) 499-4509, (b) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (c) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (d) emailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: http://www.nysb.uscourts.gov. The Claims and Solicitation Agent will (x) answer questions regarding the procedures and requirements for (i) voting to accept or reject a New Plan and (ii) objecting to a Plan, (y) provide additional copies of all materials, and (z) oversee the voting tabulation.

8. **Settlement, Release, Exculpation, and Injunction Language in Joint Plan**. A holder of a claim or equity interest that is entitled to vote on the Joint Plan and does not vote to accept the Joint Plan (i.e., votes to reject the Joint Plan or chooses to abstain from voting on the Joint Plan) may elect to reject the Third-Party Release provisions set forth in Article VIII.F of the Joint Plan to the extent that the Joint Plan provides for such election *only if* such holder (a) checks the box in Item 3 of a Ballot electing to reject the Third-Party Release provisions set forth in Article VIII.F of the Joint Plan and (b) submits such Ballot to the Claims and Solicitation Agent by no later than the Voting Deadline.

Please be advised that Article VIII of the Joint Plan contains the following settlement, release, exculpation, and injunction provisions:[5]

ARTICLE VIII.D: RELEASES BY DEBTORS.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring transactions contemplated by the Plan, on and after the Effective Date, to the fullest extent permissible under applicable law, the Released Parties are deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including, but not limited to, the Ergen Actions in the event that Class 5B votes to accept the Plan), and any derivative claims asserted on behalf of the Debtors or the Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the New LightSquared Term Loan Facility, the New DIP Facilities, the New LightSquared Working Capital Facility, or the New LightSquared Common Equity, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything contained herein to the contrary, the foregoing release does not release any obligations of any party

[5] Article VIII of the LP Debtors Joint Plan contains settlement, release, exculpation, and injunction provisions that are substantially identical in all respects to those contained in Article VIII of the Joint Plan, but exclude the Inc. Debtors and the Inc. Debtors' stakeholders.

under the Plan or any document, instrument, or agreement (including those set forth in the New LightSquared Loan Facility Agreement, and Reorganized Debtors Corporate Governance Documents) executed to implement the Plan.

ARTICLE VIII.E: EXCULPATION.

Except as otherwise specifically provided in the Plan, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Plan Documents, or any contract, instrument, release, or other agreement, or document created or entered into in connection with this Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with, or in contemplation of, the restructuring of the Debtors, the approval of the Disclosure Statement, or Confirmation or Consummation of this Plan, except for (1) willful misconduct (including fraud) or gross negligence and/or (2) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under, or in connection with, this Plan, or assumed pursuant to this Plan, or assumed pursuant to a Final Order, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

ARTICLE VIII.F: RELEASES BY HOLDERS OF CLAIMS AND EQUITY INTERESTS.

Except as otherwise specifically provided in the Plan, on and after the Effective Date, to the fullest extent permissible under applicable law, (1) each Released Party, (2) each present and former Holder of a Claim or Equity Interest, and (3) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including ex-officio members), officers, directors, principals, managers, trustees, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives (in each case, in his, her, or its capacity as such) (each of the foregoing parties in (1), (2), and (3), a "Releasing Party") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, Claims, Equity Interests, Causes of Action, remedies, and liabilities whatsoever (including, but not limited to, the Ergen Actions in the event that Class 5B votes to accept the Plan), and any derivative claims asserted on behalf of a Debtor, whether known or unknown,

foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that each Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the New LightSquared Term Loan Facility, the New DIP Facilities, the New LightSquared Working Capital Facility, or the New LightSquared Common Equity, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence; <u>provided</u>, <u>however</u>, that the third-party release in this Article VIII.F shall not apply to each present and former Holder of a Claim or Equity Interest that (a) votes to reject the Plan or has abstained from voting to accept or reject the Plan and (b) rejects the third-party release provided in this Article VIII.F by checking the box on the applicable Ballot indicating that such Holder opts not to grant such third-party release.

Notwithstanding anything contained herein to the contrary, the third-party release herein does not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New LightSquared Loan Facility Agreement, and Reorganized Debtors Corporate Governance Documents) executed to implement the Plan.

<u>ARTICLE VIII.G: INJUNCTION</u>.

Except as otherwise expressly provided in the Plan, or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Article VIII.D hereof or Article VIII.F hereof, discharged pursuant to Article VIII.A hereof, or are subject to exculpation pursuant to Article VIII.E hereof, are permanently enjoined to the fullest extent permissible under applicable law, from and after the Effective Date, from (1) pursuing any claims or actions released pursuant to Article VIII.F hereof (including, but not limited to, the Ergen Actions in the event that Class 5B votes to accept the Plan), and (2) taking any of the following actions against the Debtors or the Reorganized Debtors: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from

such Entities or aga inst the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless su ch Holder has Filed a motion requesting the righ t to perform such se toff on o r before the Confirmation Date, a nd notwithstanding an i ndication in a Proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, ha s, or intends to preserv e any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (e) commencing or continuing in any manner any action or oth er proceeding of an y kind on account of, in connection with, or with respect to any such Cl aims or Equity Interests released or settled pursuant to the Plan. Nothing in the Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the D ebtors or Reorganized Debtors, as applicable, and any such Entity agree in w riting that such Entity shall (i) waive all Claims against the Debtors, the Reorganized Debtors, and the Esta tes related to such action and (ii) enforce any judgment on acco unt of such Claim so lely against applicable insurance proceeds, if any.

9. **Settlement, Release, Exculpation and Injunction Language in Harbinger Plan**. Please be advised that Article VIII of the Harbinger Plan contains the following settlement, release, exculpation, and injunction provisions:

ARTICLE VIII.D: RELEASES BY INC. DEBTORS.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Inc. Debtors and the implementation of the restructuring transactions contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Inc. Debtors, the Reorganized Inc. Debtors, and the Estates from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including, but not limited to, any derivative claims asserted on behalf of the Inc. Debtors or the Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Inc. Debtors, the Reorganized Inc. Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Inc. Debtors, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Inc. Debtors, the DIP Inc. Facility, the New DIP Facility, the One Dot Six Exit Facility, the One Dot Six Second Lien Exit Facility, the LightSquared Inc. Exit Facility, or the Reorganized One Dot Six Interests, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Inc. Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Inc. Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective

Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything contained herein to the contrary, the foregoing release does not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New DIP Credit Agreement, One Dot Six Exit Facility Agreement, One Dot Six Second Lien Exit Facility Agreement, LightSquared Inc. Exit Facility Agreement, Reorganized Inc. Debtors Corporate Governance Documents, and the Plan Supplement) executed to implement the Plan.

ARTICLE VIII.E: EXCULPATION.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Confirmation or Consummation of this Plan, the Inc. Disclosure Statement, the Plan Documents, or any contract, instrument, release, or other agreement, or document created or entered into in connection with this Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with, or in contemplation of, the restructuring of the Inc. Debtors, the approval of the Inc. Disclosure Statement, or Confirmation or Consummation of this Plan, except for (1) willful misconduct (including fraud) or gross negligence and/or (2) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under, or in connection with, this Plan, or assumed pursuant to this Plan, or assumed pursuant to a Final Order, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

ARTICLE VIII.F: INJUNCTION.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been discharged pursuant to Article VIII.A hereof or are subject to exculpation pursuant to Article VIII.D hereof are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Inc. Debtors or the Reorganized Inc. Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property

or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plan. Nothing in the Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Inc. Debtors or Reorganized Inc. Debtors, as applicable, and any such Entity agree in writing that such Entity shall: (1) waive all Claims against the Inc. Debtors, the Reorganized Inc. Debtors, and the Estates related to such action; and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

10. **Settlement, Release, Exculpation, and Injunction Language in One Dot Six Plan**. Please be advised that Article X of the One Dot Six Plan contains the following settlement, release, exculpation, and injunction provisions:

ARTICLE X.A: RELEASES.

Releases by One Dot Six

For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the One Dot Six Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity; *provided, however*, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the

Effective Date, the releases provided for herein shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or any state, city or municipal tax code, or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in Article X.A.1 shall not release (x) One Dot Six's claims, right or Causes of Action for money borrowed from or owed to any of its subsidiaries by any of its directors, officers or former employees, as set forth in One Dot Six's or any such subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against One Dot Six or any of its officers, directors or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases One Dot Six from any environmental liability that One Dot Six may have as an owner or operator of real property owned or operated by One Dot Six on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than One Dot Six; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

ARTICLE X.B: EXCULPATION AND LIMITATION OF LIABILITY.

None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the Purchase Agreement, the General Disclosure Statement or the One Dot Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan; *provided, however*, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

ARTICLE X.C: INJUNCTION.

1. **Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against One Dot Six or the One Dot Six Estate or Equity Interests in One Dot Six are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting One Dot Six, the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the One Dot Six Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the One Dot Six Plan; *provided*, *however*, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the One Dot Six Plan; and *provided*, *further*, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Purchase Agreement.**

2. **The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the One Dot Six Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released herein. Such injunction shall extend to successors of One Dot Six and its properties and interests in property.**

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLANS, THE GENERAL DISCLOSURE STATEMENT, AND THE SPECIFIC DISCLOSURE STATEMENTS, INCLUDING THE SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: [_____], 2014
New York, New York

BY ORDER OF THE COURT

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

Counsel to Debtors and Debtors in Possession

TAB B

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Exhibit "**B**" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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Docket #1708 Date Filed: 8/15/2014

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

ORDER SCHEDULING CERTAIN HEARING DATES AND ESTABLISHING DEADLINES IN CONNECTION WITH CHAPTER 11 PLAN PROCESS

WHEREAS, a status conference was held before the Honorable Shelley C. Chapman, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), on August 11, 2014 at 4:30 p.m. (prevailing Eastern time); and

WHEREAS, the parties submitted to the Bankruptcy Court for consideration a schedule of dates and deadlines in connection with the chapter 11 plan process, a copy of which is attached hereto as Exhibit A (the "Schedule").

NOW, THEREFORE, IT IS HEREBY ORDERED that the dates and deadlines set forth in the Schedule are approved.

Dated: August 15, 2014
New York, New York

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

[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 10802 Parkridge Boulevard, Reston, VA 20191.

1212080140815000000000001

Exhibit A

Schedule

August 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11 Status Conference	12 Deadline To File Harbinger Disclosure Statement	13	14	15 Deadline To File LP Debtor Only Plan	16
17	18	19	20 Deadline for Initial Discovery Requests	21	22	23
24	25 Voting Record Date	26	27	28 Commencement of Solicitation Period for Plans	29	30
31						

September 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 Labor Day	2	3	4 Deadline for Responses to Initial Discovery Requests	5	6
7	8	9	10	11	12 Deadline for Substantial Completion of Initial Document Production	13
14	15	16 Deadline To File (1) Plan Supplements and (2) Harbinger Estimation Motion	17	18	19 Deadline for Supplemental Discovery Requests	20
21	22	23 (1) Voting Deadline for Plans; and (2) Deadline To File Vote Designation Motion (If Any)	24 Deadline for Responses to Supplemental Discovery Requests	25	26 Deadline for Substantial Completion of Supplemental Document Production	27
28	29 Designation of Potential Witnesses and Potential Experts (If Any) and Submission of Their Reports	30 Fact Depositions (September 30-October 2)				

October 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2 (1) Deadline To File Voting Report; and (2) Discovery Cutoff for Confirmation Hearing (Except for Expert Discovery)	3 (1) Deadline (at 12:00 p.m.) To File Objections to (A) Disclosure Statements and Plans and (B) Harbinger Estimation Motion; and (2) Designation (at 12:00 p.m.) of Potential Rebuttal Experts (If Any) and Submission of Their Reports	4
5	6 Deadline To File Objections to Vote Designation Motion (If Any)	7	8	9	10 (1) Deadline (at 5:00 p.m.) To File (A) Confirmation Briefs, (B) Reply to Objections to Harbinger Estimation Motion, and (C) Reply to Objections to Vote Designation Motion (If Any); and (2) Expert Discovery Cutoff for Confirmation Hearing	11
12	13	14	15	16	17 Deadline (at 12:00 p.m.) To File Affidavits and/or Declarations in Lieu of Live Direct	18
19	20 Commencement of Confirmation Hearing on Plans	21	22	23	24	25
26	27	28	29	30	31	

Fact Depositions
(September 30-October 2)

Expert Depositions
(October 6-9)

Confirmation Hearing on Plans
(October 20-23 and October 27-31)

Confirmation Hearing on Plans
(October 20-23 and October 27-31)

November 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 Thanksgiving	28	29
30						

TAB C

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Exhibit "**C**" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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

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")

NINETEENTH REPORT OF THE INFORMATION OFFICER

ALVAREZ & MARSAL CANADA INC.

August 5, 2014

Table of Contents

INTRODUCTION

1. On May 14, 2012 (the "**Petition Date**"), LightSquared LP ("**LSLP**" or the "**Applicant**"), LightSquared Inc. and various of their affiliates (collectively, "**LightSquared**" or the "**Chapter 11 Debtors**"), commenced voluntary reorganization cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Bankruptcy Court**") 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 (the "**Bankruptcy Code**").

2. On the Petition Date, the Chapter 11 Debtors filed various motions for interim and/or final orders (the "**First Day Motions**") in the Chapter 11 Cases to permit the Chapter 11 Debtors to continue to operate their businesses in the ordinary course. Also, on the Petition Date, the Applicant, as the proposed Foreign Representative, commenced these proceedings (the "**CCAA Recognition Proceedings**"), by notice of application returnable before this Honourable Court (the "**Canadian Court**") pursuant to Part IV of the *Companies' Creditors Arrangement Act* (the "**CCAA**").

3. On May 15, 2012, the Honourable Justice Morawetz (as he then was) granted an order in these proceedings providing certain interim relief to the Chapter 11 Debtors (the "**Interim Initial 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.

4. On May 15, 2012 and May 16, 2012, the U.S. Bankruptcy Court entered various "first day" orders, including an interim order authorizing LSLP to act as the foreign representative on behalf of the Chapter 11 Debtors' estates (the "**Foreign Representative**").

5. 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 LSLP 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 (the "**Supplemental Order**"), which among other things, (i) appointed Alvarez & Marsal Canada Inc. ("**A&M Canada**") as Information Officer (the "**Information Officer**") in these proceedings; (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 gave full force and effect in Canada to certain orders entered by the U.S. Bankruptcy Court including the following:

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; and

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.

7. On June 4, 11 and 13, 2012, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including the "Final Order Authorizing LightSquared LP To Act as Foreign Representative Pursuant to 11 U.S.C. § 1505" (the "**Final Foreign Representative Order**").

8. On June 14, 2012, on a motion brought by the Applicant, the Canadian Court granted an order (the "**June 14th Order**") recognizing certain orders entered by the U.S. Bankruptcy Court including the following:

a. Final Foreign Representative Order;

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**"); and

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, and (D) Waiving Investment Guidelines of Sections 345(b) of Bankruptcy Code.

9. In connection with the June 14th Order, the Information Officer filed its First Report to the Canadian Court on June 12, 2012. The June 14th Order also approved the First Report and the activities of the Information Officer described therein.

10. Additional background discussing the Canadian proceedings after June, 2012 can be found in **Appendix "A**" attached to this report.

11. Throughout these Chapter 11 Cases, the LP Obligors have been funding their businesses through the use of Prepetition LP Collateral, including Cash Collateral (as such term is defined in

section 363 of the Bankruptcy Code (the "**Cash Collateral**")) and the proceeds of debtor-in-possession financing, including the Initial LP DIP Facility, the Replacement LP DIP Facility, the Second Replacement LP DIP Facility, the Third Replacement LP DIP Facility, and most recently, the Fourth Replacement LP DIP Facility each defined, respectively, in their corresponding LP DIP Orders.

12. On July 30, 2014, on a motion brought by the Applicant, the Canadian Court granted an order (the "**July 30th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

a. Final Order (A) Authorizing LP DIP Obligors to Obtain Fourth Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**Fourth Replacement LP DIP Order**"); and

b. Seventh Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the **"Eighth Amended Cash Collateral Order"**).

13. The July 30th Order also approved the Seventeenth Report and the activities of the Information Officer described therein.

14. In connection with the July 30th Order, the Information Officer filed its Eighteenth Report to the Canadian Court dated July 28, 2014 (the "**Eighteenth Report**"). Due to the necessarily short amount of time between the service of the Eighteenth Report and the return of the Recognition Motion, it was agreed that the Foreign Representative would not seek approval of the Eighteenth Report until the return of its next motion.

15. During the most recent Canadian Court recognition hearing on July 30, 2014, the Foreign Representative stated that it expected to receive further orders of the U.S. Bankruptcy Court with regard to additional DIP financing on or about July 31, 2014 and if so, would return before the Canadian Court shortly thereafter to seek recognition of those further orders.

PURPOSE OF THIS REPORT

16. On August 1, 2014, the Foreign Representative served a Notice of Motion returnable on August 6, 2014 (the "**August 6th Motion**" or the "**Recognition Motion**"). On August 2, 2014, the Foreign Representative served an affidavit of Elizabeth Creary sworn on the same date (the "**Creary Affidavit**") in support of the August 6th Motion.

17. The purpose of this nineteenth report of the Information Officer (the "**Nineteenth Report**") is to provide the Canadian Court with information concerning the Chapter 11 Cases, including:

a. the Foreign Representative's request for recognition by the Canadian Court of the following orders (the "**Foreign Orders**"):

i. Final Order (A) Authorizing LP DIP Obligors to Obtain Fifth Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**Fifth Replacement LP DIP Order**");

ii. Eighth Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying

Automatic Stay (the **"Ninth Amended Cash Collateral Order"**); and

b. information concerning the activities of the Information Officer since the date of the Eighteenth Report (the "**Activities Report**").

This Nineteenth Report also includes the Eighteenth Report, attached hereto (without appendices) as **Appendix "B"**, which the Foreign Representative is seeking approval of, along with the activities of the Information Officer described therein.

18. The limitations in this paragraph do not apply to the Activities Report in this Nineteenth Report. In preparing this Nineteenth Report, A&M Canada, in its limited capacity as Information Officer, has relied upon documents filed with the Court in these proceedings, documents filed in the Chapter 11 Cases and other information made available to it by the Foreign Representative, the Chapter 11 Debtors and their respective counsel (the "**Parties**"), as appropriate (collectively, the "**Information**"). Based on its limited review and limited interaction with the Parties to date, nothing has come to A&M Canada's attention that would cause it to question the reasonableness of the Information presented herein. However, to the extent that this Nineteenth Report contains any financial information of the Chapter 11 Debtors ("**Financial Information**"), A&M Canada has not audited, reviewed or otherwise attempted to independently verify the accuracy or completeness of the Financial Information. Accordingly, A&M Canada expresses no opinion or other form of assurance in respect of the Financial Information.

19. All terms not otherwise defined in this Nineteenth Report have the meanings ascribed to them in the Chapter 11 Cases.

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

FIFTH REPLACEMENT LP DIP ORDER

21. As noted above, the Fourth Replacement LP DIP Order and the Eighth Amended Cash Collateral Order, were recognized by the Canadian Court on July 30, 2014.

22. The Fourth Replacement LP DIP Facility provided for a Final Maturity Date of July 31, 2014. As such, the Chapter 11 Debtors required a further extension of the LP DIP Facility and on August 1, 2014, the U.S. Bankruptcy Court entered the Fifth Replacement LP DIP Order, which terms are substantially similar to the terms set forth in the Fourth Replacement LP DIP Facility, providing the LP DIP Obligors with replacement senior secured, priming, superpriority, postpetition financing through and including August 31, 2014.

23. According to the Chapter 11 Debtors, each of the LP DIP Obligors (as defined in the Initial LP DIP Order) and the LP DIP Lenders under the Fourth Replacement LP DIP Facility have consented to the entry of the Fifth Replacement LP DIP Order and to the terms of the Fifth Replacement LP DIP Facility.

24. The Fifth Replacement DIP Order will provide the LP DIP Obligors with $97,353,890 of financing (including amounts to be used to repay outstanding advances under the Fourth Replacement LP DIP Facility) through August 31, 2014. The Fifth Replacement LP DIP Facility will provide an additional $20M to be allocated in accordance with the fifth replacement LP DIP loan allocation schedule (found at Schedule I to Annex A of the Fifth Replacement LP DIP Order) and is to be used pursuant to a budget (the "**Budget**") developed by the LP DIP Obligors and their financial advisor to enable the Chapter 11 Debtors to continue to meet their general corporate and working capital needs through August 31, 2014 and pay the LP DIP Professional Fees.

25. As a condition subsequent to the Fifth Replacement LP DIP Order, the LP DIP Lenders required that the LP DIP Obligors obtain the Canadian Court's recognition of the Fifth Replacement LP DIP Order by no later than August 6, 2014.

26. The Chapter 11 Debtors are of the view that without the availability of capital from the Fifth Replacement LP DIP Facility, serious and irreparable harm to the Chapter 11 Debtors and their estates would occur as the Chapter 11 Debtors would not have sufficient available sources of capital and financing to operate its businesses and maintain its properties in the ordinary course of business.

NINTH AMENDED CASH COLLATERAL ORDER

27. As noted above, pursuant to the Eighth Amended Cash Collateral Order, the Chapter 11 Debtors were permitted to use the Prepetition LP Collateral, including Cash Collateral, through July 31, 2014. The Canadian Court recognized the Eighth Amended Cash Collateral Order on July 30, 2014.

28. On August 1, 2014, the U.S. Bankruptcy Court entered the Ninth Amended Cash Collateral Order which, among other things,

a. permits the LP Debtors to continue to use the Prepetition LP Collateral, including Cash Collateral, through and including August 31, 2014;

b. allows the LP Debtors to make capital expenditures of up to $1.42 million at any time until August 31, 2014;

c. provides a conditional waiver with respect to LightSquared's obligation to pay the LP Adequate Protection Payments (as defined in the Ninth Amended Cash Collateral Order), for the benefit of the Prepetition LP Lenders for the months of July and August 2014; and

d. preserves for the benefit of the Prepetition LP Secured Parties the LP Adequate Protection Liens and the LP Section 507(b) Claims.

29. The Budget attached as Schedule 1 to the Eighth Amended Cash Collateral Order has been replaced in its entirety by the Budget attached as Schedule 1 to the Ninth Amended Cash Collateral Order.

30. The LP Obligors will not be required to pay the LP Adequate Protection Payments to the Prepetition LP Agent, for the benefit of the Prepetition LP Lenders, for the months of July and August 2014 provided:

a. the LP Obligors pay for the benefit of the Prepetition LP Lenders, all reasonable, actual and documented fees and expenses of White & Case LLP and The Blackstone Group L.P. by no later than August 5, 2014; and

b. the payment of the LP Adequate Protection Payments for the months of July and August 2014 will not be deemed waived in the event that the Amended Cash Collateral Order is further extended and would be paid by an Order approving additional DIP financing to the LP Obligors in these Chapter 11 Cases.

31. The Applicant is seeking recognition of this Ninth Amended Cash Collateral Order in the Canadian Court. The Chapter 11 Debtors are of the view that the Ninth Amended Cash Collateral Order should be recognized by the Canadian Court as:

a. the LP Obligors have agreed to continue to use Cash Collateral in accordance with a Budget developed by the Chapter 11 Debtors, in consultation with their financial advisor;

b. the Budget is achievable and will continue to allow the LP Obligors to operate without the accrual of unpaid administrative expenses and will continue to adequately protect the Prepetition LP Agent and the Prepetition LP Lenders from diminution in the value of their interests in the Cash Collateral;

c. the only alternative to the LP Obligors' use of Cash Collateral – the immediate liquidation of their assets – would be catastrophic for both the Chapter 11 Debtors and the Prepetition LP Lenders given that an orderly conclusion to the Chapter 11 Cases is achievable; and

d. the terms and conditions contained in that Order are fair and reasonable and in the best interests of the Chapter 11 Debtors, their estates and their creditors.

ACTIVITIES OF THE INFORMATION OFFICER

32. The activities of the Information Officer since the date of the Eighteenth Report have included:

a. reviewing the Motion Record in respect of the August 6th Motion, reviewing and monitoring the materials filed in the Chapter 11 Cases and discussions with its counsel, Goodmans, and with counsel for the Foreign Representative regarding same;

b. attending the July 30th Canadian Court hearing;

c. updating the Information Officer's website at www.amcanadadocs.com/lightsquared to make available copies of the Eighteenth Report, Recognition Order and motion materials; and

d. preparing this Nineteenth Report and discussions with Goodmans regarding same.

33. In its Recognition Motion, the Foreign Representative is seeking approval of the Eighteenth Report and the activities of the Information Officer set out therein in respect of this proceeding. A copy of the Eighteenth Report (without appendices) is attached hereto as **Appendix "B"**. Due to the necessarily short amount of time between the service of this Nineteenth Report and the return of the Recognition Motion, it has been agreed that the Foreign

Representative will not seek approval of this Nineteenth Report on August 6th, but instead approval will be sought at the return of the next motion by the Foreign Representative.

34. The Information Officer has not been advised of any concerns having been raised with respect to its Eighteenth Report.

RECOMMENDATION

35. The Information Officer understands that the secured creditors registered against the Canadian Chapter 11 Debtor entities have been given notice of the Recognition Motion and are notice parties in the Chapter 11 Cases.

36. Based on its review of the materials, as described in this Nineteenth Report, the Information Officer understands that the Foreign Orders sought to be recognized and approved in the Recognition Motion are necessary for the protection of the Chapter 11 Debtors' property and the interests of their creditors. The terms of the Recognition Order being sought are appropriate in the circumstances. The Information Officer does not believe that the relief sought in the Recognition Motion is contrary to Canadian public policy. Based on the foregoing, the Information Officer respectfully recommends that this Honourable Court grant the relief sought by the Foreign Representative in the Recognition Motion.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at Toronto, Ontario this 5th day of August, 2014.

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

Appendix "A"

Additional Background - the Canadian Proceedings Since August, 2012

1. On August 21, 2012, on a motion brought by the Applicant, the Canadian Court granted an order (the "**August 21st Order**") recognizing the following orders of the U.S. Bankruptcy Court:

    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 of Notice Thereof.

2. In connection with the August 21st Order, the Information Officer filed its Second Report to the Canadian Court on August 15, 2012 (the "**Second Report**"). The August 21st Order also approved the Information Officer's Supplemental Report dated June 22, 2012, the Second Report and the activities of the Information Officer described therein.

3. On March 8, 2013, on a motion brought by the Applicant, the Canadian Court granted an order (the "**March 8th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

    a. Order, Pursuant to 11 U.S.C. § 1121(d), Further Extending the Chapter 11 Debtors Exclusive Periods To File a Plan of Reorganization and Solicit Acceptances Thereof;

    b. Amended Agreed Final Order (A) Authorizing Debtors To Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the "**First Amended Cash Collateral Order**"); and

    c. Order, Pursuant to Section 105(a) of Bankruptcy Code and Bankruptcy Rules 6006, 9014, and 9019, (A) Approving Settlement Agreement

Regarding Sprint Claims Under Master Services Agreement and (B) Authorizing Any and All Actions Necessary To Consummate Settlement Agreement.

4. In connection with the March 8th Order, the Information Officer filed its Fifth Report to the Canadian Court on March 5, 2013 (the "**Fifth Report**"). The March 8th Order also approved the Information Officer's Third and Fourth Reports, the Fifth Report and the activities of the Information Officer described therein.

5. On March 20, 2013, on a motion brought by the Applicant, the Canadian Court granted an order (the "**March 20th Order**") recognizing the following order of the U.S. Bankruptcy Court:

a. Order, Pursuant to 11 U.S.C. §§ 105(a), 363(b), and 363(f), (A) Approving and Authorizing LightSquared Network LLC and LightSquared Corp. To Enter into Consignment Agreement with Rincon Technology, Inc., (B) Authorizing Sale of Consigned Property, and (C) Authorizing LightSquared To Abandon Unsold Property.

6. In connection with the March 20th Order, the Information Officer filed its Sixth Report to the Canadian Court on March 15, 2013 (the "**Sixth Report**"). The March 20th Order also approved the Information Officer's Sixth Report and the activities of the Information Officer described therein.

7. On August 13, 2013, on a motion brought by the Applicant, the Canadian Court granted an order (the "**August 13th Order**") recognizing the following order of the U.S. Bankruptcy Court:

a. Order Scheduling Certain Hearing Dates and Establishing Deadlines in Connection with Chapter 11 Plan Process (the "**Scheduling Order**").

8. In connection with the August 13th Order, the Information Officer filed its Eighth Report to the Canadian Court on August 9, 2013 (the "**Eighth Report**"). The August 13th Order also approved the Information Officer's Seventh Report, the Eighth Report and the activities of the Information Officer described therein.

9. On October 9, 2013, on a motion brought by the Applicant, the Canadian Court granted an order (the "**October 9th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

a. Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and Mast Spectrum Acquisition Company LLC and Related Entities;

b. Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief; and

c. Final Order (I) Approving Compensation for Independent Directors, (II) Authorizing Administrative Expense Priority for Indemnification Claims Arising from Postpetition Services of Independent Directors, and (III) Granting Related Relief.

10. In connection with the October 9th Order, the Information Officer filed its Ninth Report to the Canadian Court on October 4, 2013 (the "**Ninth Report**"). The October 9th Order also approved the Information Officer's Ninth Report and the activities of the Information Officer described therein.

11. On October 17, 2013, on a motion brought by the Applicant, the Canadian Court granted an order (the "**October 17th Order**") recognizing the following order of the U.S. Bankruptcy Court:

a. Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief" (the "**Disclosure and Solicitation Order**").

12. In connection with the October 17th Order, the Information Officer filed its Tenth Report to the Canadian Court on October 11, 2013 (the "**Tenth Report**"). The October 17th Order also approved the Information Officer's Tenth Report and the activities of the Information Officer described therein.

13. On January 3, 2014, on a motion brought by the Applicant, the Canadian Court granted an order (the "**January 3rd Order**") recognizing the following osrders of the U.S. Bankruptcy Court:

a. Order Modifying Previously Scheduled Hearing Dates and Deadlines in Connection with Chapter 11 Plan Process; and

b. Order Amending Amended Agreed Final Order (A) Authorizing Debtors To Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the "**Second Amended Cash Collateral Order**").

14. In connection with the January 3rd Order, the Information Officer filed its Eleventh Report to the Canadian Court dated December 23, 2013 (the "**Eleventh Report**") on December 24, 2013. The January 3rd Order also approved the Information Officer's Eleventh Report and the activities of the Information Officer described therein.

15. Also on January 3, 2014, on a supplemental motion brought by the Applicant, the Canadian Court granted an order (the "**January 3rd Supplemental Order**") recognizing the following order of the U.S. Bankruptcy Court:

a. Order Authorizing LightSquared's Motion Seeking Approval of LightSquared's Revised Specific Disclosure Statement and Shortened Time to Object to Confirmation of LightSquared's Revised Second Amended Plan and Re-Solicitation Thereof (the "**Revised Specific Disclosure Statement and Solicitation Order**").

16. In connection with the January 3rd Supplemental Order, the Information Officer filed its Twelfth Report to the Canadian Court on January 2, 2014 (the "**Twelfth Report**").

17. On February 5, 2014, on a motion brought by the Applicant, the Canadian Court granted an order (the "**February 5th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

a. Order Authorizing LightSquared to (A) Enter Into and Perform Under Engagement Letter and (B) Provide Related Indemnities (the "**Engagement Order**");

b. Final Order (A) Authorizing LP DIP Obligors to Obtain Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens And Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**LP DIP Order**"); and

c. Second Order Amending Amended Agreed Final Order (A) Authorizing Debtors To Use Cash Collateral, (B) Granting Adequate Protection To Prepetition Secured Parties, and (C) Modifying Automatic Stay (the "**Third Amended Cash Collateral Order**").

18. In connection with the February 5th Order, the Information Officer filed its Thirteenth Report to the Canadian Court on February 4, 2014 (the "**Thirteenth Report**"). The February 5th Order also approved the Information Officer's Twelfth Report and the activities of the Information Officer set out therein.

19. On February 26, 2014, on a motion brought by the Applicant with respect to the chapter 11 plan filed by the Chapter 11 Debtors, the *Debtors' Third Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* (the "**Third Amended Plan**"), the Canadian Court granted an order (the "**February 26th Order**") recognizing the following order of the U.S. Bankruptcy Court:

a. Order Approving (A) LightSquared's Third Amended Specific Disclosure Statement and (B) Shortened Time To Object To Confirmation Of LightSquared's Third Amended Plan And Streamlined Re-solicitation Thereof (the "**Third Amended Disclosure Statement Order**").

20. In connection with the February 26th Order, the Information Officer filed its Fourteenth Report to the Canadian Court dated February 25, 2014 (the "**Fourteenth Report**"). The February 26th Order also approved the Information Officer's Thirteenth Report and the activities of the Information Officer set out therein.

21. On April 11, 2014, on a motion brought by the Applicant, the Canadian Court granted an order (the "**April 11th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

a. Final Order (A) Authorizing LP DIP Obligors to Obtain Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**Replacement LP DIP Order**"); and

b. Third Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the "**Fourth Amended Cash Collateral Order**").

22. In connection with the April 11th Order, the Information Officer filed its Fifteenth Report to the Canadian Court dated April 8, 2014 (the "**Fifteenth Report**"). The April 11th Order also

approved the Information Officer's Fourteenth Report, Fifteenth Report and the activities of the Information Officer set out therein.

23. On July 8, 2014, on a motion brought by the Applicant, the Canadian Court granted an order (the "**July 8th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

a. Final Order (A) Authorizing LP DIP Obligors to Obtain Second Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**Second Replacement LP DIP Order**");

b. Fourth Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the **"Fifth Amended Cash Collateral Order"**);

c. Fifth Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the **"Sixth Amended Cash Collateral Order"**);

d. Order Selecting Mediator and Governing Mediation Procedure (the **"Mediation Order"**); and

e. Order Scheduling Certain Hearing Dates and Establishing Deadlines In Connection With Chapter 11 Plan Process And Subordination Trial (the **"Fourth Amended Plan Confirmation Schedule Order"**).

24. In connection with the July 8th Order, the Information Officer filed its Sixteenth Report to the Canadian Court dated July 4, 2014 (the "**Sixteenth Report**"). The July 8th Order also approved the Information Officer's Sixteenth Report and the activities of the Information Officer set out therein.

25. On July 15, 2014, on a motion brought by the Applicant, the Canadian Court granted an order (the "**July 15th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

a. Final Order (A) Authorizing LP DIP Obligors to Obtain Third Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**Third Replacement LP DIP Order**"); and

b. Sixth Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the **"Seventh Amended Cash Collateral Order"**).

26. In connection with the July 15th Order, the Information Officer filed its Seventeenth Report to the Canadian Court dated July 14, 2014 (the "**Seventeenth Report**").

Appendix B

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

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")

EIGHTEENTH REPORT OF THE INFORMATION OFFICER

ALVAREZ & MARSAL CANADA INC.

July 28, 2014

Table of Contents

INTRODUCTION

1. On May 14, 2012 (the "**Petition Date**"), LightSquared LP ("**LSLP**" or the "**Applicant**"), LightSquared Inc. and various of their affiliates (collectively, "**LightSquared**" or the "**Chapter 11 Debtors**"), commenced voluntary reorganization cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Bankruptcy Court**") 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 (the "**Bankruptcy Code**").

2. On the Petition Date, the Chapter 11 Debtors filed various motions for interim and/or final orders (the "**First Day Motions**") in the Chapter 11 Cases to permit the Chapter 11 Debtors to continue to operate their businesses in the ordinary course. Also, on the Petition Date, the Applicant, as the proposed Foreign Representative, commenced these proceedings (the "**CCAA Recognition Proceedings**"), by notice of application returnable before this Honourable Court (the "**Canadian Court**") pursuant to Part IV of the *Companies' Creditors Arrangement Act* (the "**CCAA**").

3. On May 15, 2012, the Honourable Justice Morawetz (as he then was) granted an order in these proceedings providing certain interim relief to the Chapter 11 Debtors (the "**Interim Initial 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.

4. On May 15, 2012 and May 16, 2012, the U.S. Bankruptcy Court entered various "first day" orders, including an interim order authorizing LSLP to act as the foreign representative on behalf of the Chapter 11 Debtors' estates (the "**Foreign Representative**").

5. 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 LSLP 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 (the "**Supplemental Order**"), which among other things, (i) appointed Alvarez & Marsal Canada Inc. ("**A&M Canada**") as Information Officer (the "**Information Officer**") in these proceedings; (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 gave full force and effect in Canada to certain orders entered by the U.S. Bankruptcy Court including the following:

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; and

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.

7. On June 4, 11 and 13, 2012, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including the "Final Order Authorizing LightSquared LP To Act as Foreign Representative Pursuant to 11 U.S.C. § 1505" (the "**Final Foreign Representative Order**").

8. On June 14, 2012, on a motion brought by the Applicant, the Canadian Court granted an order (the "**June 14th Order**") recognizing certain orders entered by the U.S. Bankruptcy Court including the following:

a. Final Foreign Representative Order;

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**"); and

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, and (D) Waiving Investment Guidelines of Sections 345(b) of Bankruptcy Code.

9. In connection with the June 14th Order, the Information Officer filed its First Report to the Canadian Court on June 12, 2012. The June 14th Order also approved the First Report and the activities of the Information Officer described therein.

10. Additional background discussing the Canadian proceedings after June, 2012 can be found in **Appendix "A**" attached to this report.

11. Throughout these Chapter 11 Cases, the LP Obligors have been funding their businesses through the use of Prepetition LP Collateral, including Cash Collateral (as such term is defined in

section 363 of the Bankruptcy Code (the "**Cash Collateral**")) and the proceeds of debtor-in-possession financing, including the Initial LP DIP Facility, the Replacement LP DIP Facility, the Second Replacement LP DIP Facility and most recently, the Third Replacement LP DIP Facility, each defined, respectively, in their corresponding LP DIP Orders.

12. On July 15, 2014, on a motion brought by the Applicant, the Canadian Court granted an order (the "**July 15th Order**") recognizing the following orders of the U.S. Bankruptcy Court:

a. Final Order (A) Authorizing LP DIP Obligors to Obtain Third Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**Third Replacement LP DIP Order**"); and

b. Sixth Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the **"Seventh Amended Cash Collateral Order"**).

13. In connection with the July 15th Order, the Information Officer filed its Seventeenth Report to the Canadian Court dated July 14, 2014 (the "**Seventeenth Report**"). Due to the necessarily short amount of time between the service of the Seventeenth Report and the return of the Recognition Motion, it was agreed that the Foreign Representative would not seek approval of the Seventeenth Report until the return of its next motion.

14. During the most recent Canadian Court recognition hearing on July 15, 2014, the Foreign Representative stated that it expected to receive further orders of the U.S. Bankruptcy Court with regard to additional DIP financing on or about July 21, 2014 and if so, would return before the Canadian Court on July 22, 2014 to seek recognition of those further orders.

15. However, the parties in the Chapter 11 Cases were unable to reach a consensus regarding additional financing orders by July 21, 2014. Therefore, no additional financing orders were granted by the U.S. Bankruptcy Court on that date.

16. On the afternoon of July 22, 2014, the Foreign Representative provided the Canadian Court with an update regarding the status of the Chapter 11 Cases.

PURPOSE OF THIS REPORT

17. On July 25, 2014, the Foreign Representative served a Notice of Motion returnable on July 30, 2014 (the "**July 30th Motion**" or the "**Recognition Motion**"). On July 26, 2014, the Foreign Representative served an affidavit of Elizabeth Creary sworn on the same date (the "**Creary Affidavit**") in support of the July 30th Motion.

18. The purpose of this eighteenth report of the Information Officer (the "**Eighteenth Report**") is to provide the Canadian Court with information concerning the Chapter 11 Cases, including:

a. the Foreign Representative's request for recognition by the Canadian Court of the following orders (the "**Foreign Orders**"):

   i. Final Order (A) Authorizing LP DIP Obligors to Obtain Fourth Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay (the "**Fourth Replacement LP DIP Order**");

   ii. Seventh Order Amending Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate

Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay (the **"Eighth Amended Cash Collateral Order"**); and

b. information concerning the activities of the Information Officer since the date of the Seventeenth Report (the "**Activities Report**").

19. The limitations in this paragraph do not apply to the Activities Report in this Eighteenth Report. In preparing this Eighteenth Report, A&M Canada, in its limited capacity as Information Officer, has relied upon documents filed with the Court in these proceedings, documents filed in the Chapter 11 Cases and other information made available to it by the Foreign Representative, the Chapter 11 Debtors and their respective counsel (the "**Parties**"), as appropriate (collectively, the "**Information**"). Based on its limited review and limited interaction with the Parties to date, nothing has come to A&M Canada's attention that would cause it to question the reasonableness of the Information presented herein. However, to the extent that this Eighteenth Report contains any financial information of the Chapter 11 Debtors ("**Financial Information**"), A&M Canada has not audited, reviewed or otherwise attempted to independently verify the accuracy or completeness of the Financial Information. Accordingly, A&M Canada expresses no opinion or other form of assurance in respect of the Financial Information.

20. All terms not otherwise defined in this Eighteenth Report have the meanings ascribed to them in the Chapter 11 Cases.

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

FOURTH REPLACEMENT LP DIP ORDER

22. As noted above, the Third Replacement LP DIP Order and the Seventh Amended Cash Collateral Order, were recognized by the Canadian Court on July 15, 2014.

23. The Third Replacement LP DIP Facility provided for a Final Maturity Date of July 21, 2014. As such, the Chapter 11 Debtors required a further extension of the LP DIP Facility and on July 24, 2014, the U.S. Bankruptcy Court entered the Fourth Replacement LP DIP Order, which terms are substantially similar to the terms set forth in the Third Replacement LP DIP Facility, providing the LP DIP Obligors with replacement senior secured, priming, superpriority, postpetition financing through and including July 31, 2014.

24. According to the Chapter 11 Debtors, each of the LP DIP Obligors (as defined in the Initial LP DIP Order) and the LP DIP Lenders under the Third Replacement LP DIP Facility have consented to the entry of the Fourth Replacement LP DIP Order and to the terms of the Fourth Replacement LP DIP Facility, the proceeds of which will be used to:

a. pay in full all Third Replacement LP DIP Obligations under (and as defined in) the Third Replacement LP DIP Facility and the Third Replacement LP DIP Order;

b. finance the general corporate and working capital needs of the LP DIP Obligors through July 31, 2014; and

c. pay the LP DIP Professional Fees.

25. The Fourth Replacement DIP Order will provide the LP DIP Obligors with $77,096,807 of financing (including amounts to be used to repay outstanding advances under the Third Replacement LP DIP Facility) through July 31, 2014 to be used in accordance with a budget (the "**Budget**") developed by the LP DIP Obligors and their financial advisors.

26. As a condition subsequent to the Fourth Replacement LP DIP Order, the LP DIP Lenders required that the LP DIP Obligors obtain the Canadian Court's recognition of the Fourth Replacement LP DIP Order by no later than July 31, 2014.

27. The Chapter 11 Debtors are of the view that to ensure a value-maximizing exit from the Chapter 11 Cases requires the availability of capital from the Fourth Replacement LP DIP Facility. Without such funds, serious and irreparable harm to the Chapter 11 Debtors and their estates would occur as the Chapter 11 Debtors would not have sufficient available sources of capital and financing to operate its businesses and maintain its properties in the ordinary course of business.

EIGHTH AMENDED CASH COLLATERAL ORDER

28. As noted above, pursuant to the Seventh Amended Cash Collateral Order, the Chapter 11 Debtors were permitted to use the Prepetition LP Collateral, including Cash Collateral through July 21, 2014. The Canadian Court recognized the Seventh Amended Cash Collateral Order on July 15, 2014.

29. On July 24, 2014, the U.S. Bankruptcy Court entered the Eighth Amended Cash Collateral Order which, among other things,

a. permits the LP Debtors to continue to use the Prepetition LP Collateral, including Cash Collateral, through and including July 31, 2014;

b. permits the LP Debtors to continue to make the Adequate Protection Payments on the terms set forth therein; and

c. preserves for the benefit of the Prepetition LP Secured Parties the LP Adequate Protection Liens and the LP Section 507(b) Claims.

30. The Budget attached as Schedule 1 to the Seventh Amended Cash Collateral Order has been replaced in its entirety by the Budget attached as Schedule 1 to the Eighth Amended Cash Collateral Order.

31. Consistent with the Seventh Amended Cash Collateral Order, the LP Obligors will not be required to pay the LP Adequate Protection Payment to the Prepetition LP Agent, for the benefit of the Prepetition LP Lenders, on the first Business Day of July 2014 provided:

a. the LP Obligors pay for the benefit of the Prepetition LP Lenders, all reasonable, actual and documented fees and expenses of White & Case LLP and The Blackstone Group L.P. on the first Business Day of July 2014; and

b. the payment of the July 2014 LP Adequate Protection Payment will not be deemed waived in the event that the Amended Cash Collateral Order is further extended and would be paid by an Order approving additional DIP financing to the LP Obligors in these Chapter 11 Cases.

32. The Applicant is seeking recognition of this Eighth Amended Cash Collateral Order in the Canadian Court. The Chapter 11 Debtors are of the view that the Eighth Amended Cash Collateral Order should be recognized by the Canadian Court as:

a. the LP Obligors have agreed to continue to use Cash Collateral in accordance with a Budget developed by the Chapter 11 Debtors, in consultation with their financial advisor;

b. the Budget is achievable and will continue to allow the LP Obligors to operate without the accrual of unpaid administrative expenses and will continue to adequately protect the Prepetition LP Agent and the Prepetition LP Lenders from diminution in the value of their interests in the Cash Collateral;

c. the only alternative to the LP Obligors' use of Cash Collateral – the immediate liquidation of their assets – would be catastrophic for both the

Chapter 11 Debtors and the Prepetition LP Lenders given that an orderly conclusion to the Chapter 11 Cases is achievable; and

d. the terms and conditions contained in that Order are fair and reasonable and in the best interests of the Chapter 11 Debtors, their estates and their creditors.

ACTIVITIES OF THE INFORMATION OFFICER

33. The activities of the Information Officer since the date of the Seventeenth Report have included:

a. reviewing the Motion Record in respect of the July 30th Motion, reviewing and monitoring the materials filed in the Chapter 11 Cases and discussions with its counsel, Goodmans, and with counsel for the Foreign Representative regarding same;

b. attending the July 15th Canadian Court hearing and the July 22nd status conference before the Canadian Court;

c. updating the Information Officer's website at www.amcanadadocs.com/lightsquared to make available copies of the Seventeenth Report, Recognition Orders and motion materials; and

d. preparing this Eighteenth Report and discussions with Goodmans regarding same.

34. In its Recognition Motion, the Foreign Representative is seeking approval of the Seventeenth Report and the activities of the Information Officer set out therein in respect of this proceeding. A copy of the Seventeenth Report is attached hereto as **Appendix "B"**. Due to the necessarily short amount of time between the service of this Eighteenth Report and the return of the Recognition Motion, it has been agreed that the Foreign Representative will not seek

approval of this Eighteenth Report on July 30th, but instead approval will be sought at the return of the next motion by the Foreign Representative.

35. The Information Officer has not been advised of any concerns having been raised with respect to its Seventeenth Report.

RECOMMENDATION

36. The Information Officer understands that the secured creditors registered against the Canadian Chapter 11 Debtor entities have been given notice of the Recognition Motion and are notice parties in the Chapter 11 Cases.

37. Based on its review of the materials, as described in this Eighteenth Report, the Information Officer understands that the Foreign Orders sought to be recognized and approved in the Recognition Motion are necessary for the protection of the Chapter 11 Debtors' property and the interests of their creditors. The terms of the Recognition Order being sought are appropriate in the circumstances. The Information Officer does not believe that the relief sought in the Recognition Motion is contrary to Canadian public policy.

38. Based on the foregoing, the Information Officer respectfully recommends that this Honourable Court grant the relief sought by the Foreign Representative in the Recognition Motion.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at Toronto, Ontario this 28th day of July, 2014.

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

NINETEENTH REPORT OF INFORMATION OFFICER
(Dated August 5, 2014)

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Lawyers for the Information Officer

TAB D

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Exhibit "**D**" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR. JUSTICE MORAWETZ	)))	THURSDAY, THE 17TH DAY OF OCTOBER, 2013

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 October 11, 2013 (the "**Notice of**

Motion"), recognizing an order 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 October 10, 2013, the tenth report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer of the Chapter 11 Debtors (the "**Information Officer**"), dated October 11, 2013 (the "**Tenth Report**"), and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, counsel for the ad hoc secured group of LightSquared LP Lenders and counsel to L-Band Acquisition, LLC, no one else appearing although duly served as appears from the affidavit of service of Stephanie Waugh sworn October 11, 2013, filed,

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 ORDER

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

(a) Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connections Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief;

attached hereto as Schedule "A", provided, however, that in the event of any conflict between the terms of the Foreign Order 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.

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

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

OCT 17 2013

SCHEDULE "A"

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

ORDER (I) APPROVING DISCLOSURE STATEMENTS, (II) APPROVING SOLICITATION AND NOTICE PROCEDURES WITH RESPECT TO CONFIRMATION OF COMPETING PLANS, (III) APPROVING FORMS OF VARIOUS BALLOTS AND NOTICES IN CONNECTION THEREWITH, (IV) APPROVING SCHEDULING OF CERTAIN DATES IN CONNECTION WITH CONFIRMATION OF COMPETING PLANS, AND (V) GRANTING RELATED RELIEF

Upon the *Motion for Entry of Order (I) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (II) Approving Forms of Various Ballots and Notices in Connection Therewith, (III) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (IV) Granting Related Relief* [Docket No. 820] (the "Solicitation Procedures Motion")[2] and the motions (together with the Solicitation Procedures Motion, the "Motions") of (a) 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"), (b) the Ad Hoc Secured Group, (c) U.S. Bank and MAST,

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Solicitation Procedures Motion or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

and (d) Harbinger, collectively, for entry of an order (this "Order"), (i) approving the adequacy of their respective disclosure statements, (ii) approving solicitation and notice procedures with respect to the confirmation of each respective Competing Plan, (iii) approving forms of various ballots and notices in connection therewith, (iv) approving the scheduling of certain dates in connection with confirmation of the Competing Plans, and (v) granting related relief, all as more fully set forth in the Motions; and it appearing that the Court has jurisdiction over these matters pursuant to 28 U.S.C. § 1334; and it appearing that these proceedings are core proceedings pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of these proceedings and the Motions in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motions 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 Motions and having heard statements in support of the Motions at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motions and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested in the Motions having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **FOUND, ORDERED, and ADJUDGED** that:[3]

1. The Motions are granted as provided herein.

2. Each movant (as applicable) has provided, in accordance with Bankruptcy Rules 2002 and 3017 and Local Bankruptcy Rules 2002-1 and 3017-1, adequate notice of the time fixed for filing objections and the hearing to consider approval of the Solicitation Procedures, the forms of various ballots and notices in connection therewith, the scheduling of

[3] Findings of fact shall constitute conclusions of law, and conclusions of law shall constitute findings of fact, where appropriate.

certain dates in connection with confirmation of the Competing Plans, and each of the following disclosure statements:

a. *First Amended General Disclosure Statement* [Docket No. 918],

b. *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921],

c. *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917],

d. *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC*] [Docket No. 914], and

e. *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912].

(collectively, the "Disclosure Statements").

Disclosure Statements Contain Adequate Information

3. The Disclosure Statements contain adequate information within the meaning of section 1125(a) of the Bankruptcy Code and, therefore, are approved pursuant to section 1125(a)(1) of the Bankruptcy Code and Bankruptcy Rule 3017(b). To the extent not

withdrawn, settled, or otherwise resolved, any objection to the approval of any Disclosure Statement is overruled.

4. The Disclosure Statements, the Competing Plans, the Confirmation Hearing Notice, and the Ballots provide all parties in interest with sufficient notice regarding the settlement, release, exculpation, and injunction provisions contained in the Competing Plans in compliance with Bankruptcy Rule 3016(c).

Approval of Solicitation Procedures and Solicitation Package

5. The Solicitation Procedures, substantially in the form attached hereto as Schedule 1 and incorporated by reference herein, (a) provide all holders of claims and equity interests with adequate notice of the solicitation process and the relevant dates set forth in the Plan Confirmation Schedule and (b) are approved in their entirety to be employed in connection with each Competing Plan.

6. Duties of Claims and Solicitation Agent. Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent (the "Claims and Solicitation Agent") in these Chapter 11 Cases, is authorized to assist in (a) distributing the Solicitation Packages, (b) soliciting votes on the Competing Plans, (c) receiving, tabulating, and reporting on Ballots, and (d) responding to inquiries relating to the solicitation and voting process, including all matters related thereto. The Claims and Solicitation Agent shall cooperate with each Plan Proponent with respect to the solicitation of the Competing Plans, including providing upon reasonable request true and correct copies of all Ballots received by the Claims and Solicitation Agent with respect to the Competing Plans. The Claims and Solicitation Agent shall also keep and make available to the Plan Proponents a detailed log of all inquiries received relating to the solicitation and voting process, which log shall include the identity of the entity making the

inquiry, the substance of the inquiry, the form or method of the inquiry, the date and time the inquiry was received, the Claims and Solicitation Agent's response thereto, and the date and time of such response.

7. Contents and Distribution of Solicitation Package. On or before October 24, 2013 (the "Solicitation Date"), unless otherwise extended until October 29, 2013 by LightSquared with the consent of the Plan Proponents (which consent shall not be unreasonably withheld), the Claims and Solicitation Agent shall distribute, or cause to be distributed, to all entities entitled to vote to accept or reject any of the Competing Plans, the Solicitation Packages, each of which shall contain copies of the following materials: (a) the Disclosure Statements (with all exhibits thereto, including the Competing Plans and the exhibits to the Competing Plans), (b) this Order (excluding all exhibits hereto, other than the Solicitation Procedures set forth in Schedule 1 hereto), (c) the Disclosure Statement Recognition Order, (d) the Confirmation Hearing Notice, (e) an appropriate number of Ballots (with voting instructions with respect thereto), and (f) any supplemental documents that LightSquared or another Plan Proponent may file with the Court or that the Court orders to be made available. The Claims and Solicitation Agent shall distribute, or cause to be distributed, the Ballots and the Confirmation Hearing Notice in paper format. The Claims and Solicitation Agent is authorized to distribute, or cause to be distributed, the remainder of the Solicitation Package in CD-ROM format.

8. The Claims and Solicitation Agent shall be excused from mailing the Solicitation Package to those entities to whom the Claims and Solicitation Agent caused a notice regarding the Disclosure Statement Hearing to be mailed and received a notice from the United States Postal Service or other carrier that such notice was undeliverable, unless the Claims and Solicitation Agent is provided with an accurate address for such entity not less than six (6)

calendar days prior to the Solicitation Date. If an entity has changed its mailing address after the Petition Date, the burden is on such entity, not LightSquared, to advise LightSquared and the Claims and Solicitation Agent of the new address.

9. The procedures for distributing the Solicitation Packages (as set forth in the Solicitation Procedures Motion) (a) will provide all holders of claims or equity interests entitled to vote on any of the Competing Plans with the requisite materials and sufficient time to make an informed decision with respect to each Competing Plan, (b) satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and (c) are approved.

10. Procedures for Transmittal to Debt Holders. The Claims and Solicitation Agent shall transmit by mail no later than October 24, 2013, unless otherwise extended until October 29, 2013 by LightSquared with the consent of the Plan Proponents (which consent shall not be unreasonably withheld), the Solicitation Package to each holder of record of the Debt Instruments (the "Record Holders") as of the Voting Record Date.

11. On or before October 18, 2013, the Prepetition Agents shall provide the Claims and Solicitation Agent with a list (in electronic form) containing the names, addresses, and holdings of the respective Record Holders as of the Voting Record Date.

12. Form of Ballot. The form of Ballot (including the voting instructions), substantially in the form attached hereto as Schedule 2 complies with Bankruptcy Rules 3017 and 3018 and is approved. The Claims and Solicitation Agent is authorized to distribute the Ballots to holders of claims or equity interests entitled to vote on the applicable Competing Plan(s).

13. Form of Confirmation Hearing Notice. The Confirmation Hearing Notice, substantially in the form attached hereto as Schedule 3, complies with Bankruptcy Rules 2002(b), 2002(d), and 3017(d) and is approved and deemed to provide sufficient notice of the approval of the Disclosure Statements, the date for the Confirmation Hearing, the Voting Record Date, the Voting Deadline, and the Plan Objection Deadline to entities who will not otherwise receive notice by mail as provided in the Solicitation Procedures. The Claims and Solicitation Agent shall (a) serve, or cause to be served, the Confirmation Hearing Notice to all holders of claims or equity interests regardless of whether such holders are entitled to vote on any of the Competing Plans and (b) publish, or cause to be published, the Confirmation Hearing Notice (in a format modified for publication and reasonably acceptable to the Plan Proponents) in *The Wall Street Journal* (national edition) and *The Globe and Mail* (national edition) no later than October 29, 2013.

14. Form of Notice to Non-Voting Classes. Pursuant to Bankruptcy Rule 3017(d), the Notice of Non-Voting Status, substantially in the form attached hereto as Schedule 4, is approved and deemed to provide sufficient notice.

15. The Claims and Solicitation Agent shall distribute, or cause to be distributed, to holders of claims or equity interests in the Non-Voting Classes (which classes, for the avoidance of doubt, are solely those classes of claims or equity interests that are not impaired under a Competing Plan, within the meaning of section 1124 of the Bankruptcy Code, and are hence conclusively deemed to accept such Competing Plan without voting thereon pursuant to section 1126(f) of the Bankruptcy Code), in lieu of the Solicitation Package, a non-voting package consisting of (a) the Notice of Non-Voting Status, (b) the Confirmation Hearing Notice, (c) this Order (excluding exhibits annexed hereto), and (d) the Disclosure Statement Recognition

Order. Holders of claims that are unclassified under any of the Competing Plans shall receive an identical non-voting package, provided that holders of administrative expense claims relating to ordinary course obligations of LightSquared need not receive such a package. To the extent that a class of claims or equity interests is entitled to vote under one or more of the Competing Plans, but is not entitled to vote under other Competing Plans, the Claims and Solicitation Agent shall serve the holders of claims or equity interests in such class with a full Solicitation Package, and shall not serve on such holders a Notice of Non-Voting Status.

16. Voting and General Tabulation Procedures. The Voting and Tabulation Procedures described in Section D of the Solicitation Procedures (a) comply with section 1126(c) of the Bankruptcy Code and Bankruptcy Rule 3018(a) and (b) are approved. Votes shall be tabulated on a Debtor by Debtor basis. In tabulating votes, the hierarchy described in Section D.2 of the Solicitation Procedures shall be used to determine the amount of the claim or equity interest associated with each holder's vote. The amount of the claim or equity interest established pursuant to Section D.2 of the Solicitation Procedures shall control for voting purposes only and shall not constitute the allowed amount of any claim or equity interest for purposes of distribution under the Competing Plans or the amount of any claim or equity interest for any other purpose. The Plan Proponents are authorized to use the voting procedures and standard assumptions in tabulating the Ballots set forth in Section D.3 of the Solicitation Procedures, including, among other things, that any class of claims or equity interests that does not have a holder of an allowed claim or equity interest, or a claim or equity interest temporarily allowed by the Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the relevant Competing Plan for purposes of voting to accept or reject such Competing Plan

and for purposes of determining acceptance or rejection of such Competing Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

17. The Court hereby (a) waives the requirement in Local Bankruptcy Rule 3018-1 that the Voting Report for all of the Competing Plans be filed at least seven (7) days prior to the Confirmation Hearing, and (b) shortens the time period to file the Voting Report in the Chapter 11 Cases. The Claims and Solicitation Agent shall prepare and file with the Court the Voting Report on or before December 9, 2013.

18. Executory Contracts and Unexpired Leases. No later than November 22, 2013, LightSquared shall file with the Court, and serve upon all counterparties to LightSquared's executory contracts and unexpired leases, a notice, substantially in the form attached hereto as Schedule 6, regarding any potential assumption, assumption and assignment, of their executory contract or unexpired lease and the proposed cure obligations (the "Cure Costs") in connection therewith (the "Contract and Lease Counterparties Notice"). The Contract and Lease Counterparties Notice will (a) list the applicable Cure Costs, if any, (b) describe the procedures for filing objections to the proposed assumption, or assumption and assignment, or Cure Costs, and (c) explain the process by which related disputes shall be resolved by the Court. Any objection by a counterparty to an executory contract or unexpired lease to any potential assumption, assumption and assignment, or related Cure Cost must be filed, served, and actually received by the notice parties identified on the Contract and Lease Counterparties Notice no later than November 29, 2013 at 4:00 p.m. (prevailing Eastern time); provided, however, that any objection by a counterparty to an executory contract or unexpired lease solely to a proposed assignee's financial wherewithal (a "Financial Wherewithal Objection") must be filed, served, and actually received by the appropriate notice parties no later than December 6, 2013 at 11:59

p.m. (prevailing Eastern time) (the "Financial Wherewithal Objection Deadline"); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Financial Wherewithal Objection Deadline, the Financial Wherewithal Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). The Contract and Lease Counterparties Notice complies with the Bankruptcy Code and Bankruptcy Rules and is approved and deemed to provide sufficient notice.

19. Further, the Claims and Solicitation Agent will serve each counterparty to an executory contract or unexpired lease with a copy of the Confirmation Hearing Notice to ensure that such parties receive notice of the Confirmation Hearing. If any counterparty to an executory contract or unexpired lease also is a holder of a claim or equity interest in a Voting Class as of the Voting Record Date, such entity shall also receive a Solicitation Package in accordance with the Solicitation Procedures.

20. Neither the exclusion nor inclusion of any contract or lease on the Contract and Lease Counterparties Notice, nor anything contained in any Competing Plan, shall constitute an admission by LightSquared or any other Plan Proponent that any such contract or lease is or is not, in fact, an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code. Further, the inclusion of any contract or lease on the Contract and Lease Counterparties Notice does not ultimately establish that such contract or lease shall be assumed, or assumed and assigned, as LightSquared and each Plan Proponent expressly reserves the right

to alter, amend, modify, or supplement the Contract and Lease Counterparties Notice at any time prior to the effective date of, and in accordance with, the applicable Competing Plan.

21. At the Confirmation Hearing, only those contracts or leases (and the corresponding Cure Costs) listed on the Contract and Lease Counterparties Notice that have been selected to be assumed, or assumed and assigned, shall be the contracts and leases subject to approval by the Court, and the rights of all Plan Proponents shall be reserved for all other contracts.

22. If no objection with respect to an executory contract or unexpired lease is timely received, (a) the counterparty to such contract or lease shall be deemed to have consented to the assumption, or assumption and assignment, of such contract or lease and shall be forever barred from asserting any objection with regard to such assumption, or assumption and assignment, and (b) the Cure Costs set forth in the Contract and Lease Counterparties Notice shall be controlling, notwithstanding anything to the contrary in any contract, lease, or any other document, and the counterparty to such contract or lease shall be deemed to have consented to the Cure Costs and shall be forever barred from asserting any other claims related to such contract or lease against LightSquared or any assignee, or the property of any of them.

23. Any objection by a counterparty to an executory contract or unexpired lease to a proposed assumption, assumption and assignment, or related Cure Cost that is not consensually resolved prior to the Confirmation Hearing shall be heard at the Confirmation Hearing, with any related Cure Costs or adequate assurance of future performance fixed by the Court.

24. Temporary Allowance of Claims and Equity Interests for Voting Purposes. The Court hereby approves the procedures set forth in Section D.4 of the Solicitation Procedures

regarding the temporary allowance of claims or equity interests subject to pending objections, or listed on LightSquared's schedules filed with the Court as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), for voting purposes only, and solely to the extent that such disputed claim or equity interest is not otherwise allowed pursuant to the applicable Competing Plan. Specifically, if an objection is pending against a holder of a claim or equity interest, or a claim is listed on LightSquared's schedules filed with the Court as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), as of the Voting Record Date and such claim or equity interest is not otherwise allowed pursuant to the applicable Competing Plan (a "Disputed Claim"), the Claims and Solicitation Agent shall transmit to the holder of such claim or equity interest, in lieu of the Solicitation Package, a Disputed Claim Notice and the Confirmation Hearing Notice. For the avoidance of doubt, no motion is required to be filed under Bankruptcy Rule 3018(a) with respect to any claim or equity interest deemed allowed pursuant to a Competing Plan for purposes of such Competing Plan. The Disputed Claim Notice, substantially in the form attached hereto as Schedule 5, is approved and deemed to provide sufficient notice. Notwithstanding the foregoing or anything else in this Order or the Solicitation Procedures, SP Special Opportunities, LLC ("SPSO") shall receive a Solicitation Package, including any applicable Ballot(s), and the Claims and Solicitation Agent shall tabulate the votes in the applicable class(es) in which SPSO is entitled to vote under each Competing Plan with and without SPSO's votes. The Bankruptcy Court will determine whether or not such votes shall be counted for purposes of voting and/or allowance in connection with confirmation of the applicable Competing Plan(s). All parties reserve all claims and defenses with respect to any disputes between SPSO and any other party. Notwithstanding the foregoing or anything else in this Order or the Solicitation Procedures to the contrary, all claims held by

MAST Capital Management, LLC, and its subsidiaries and affiliates, and U.S. Bank National Association shall be deemed allowed for purposes of voting on the applicable Competing Plans.

25. Each holder of a Disputed Claim cannot vote any disputed portion of its claim or equity interest unless one or more of the following events has taken place at least eight (8) calendar days prior to the Voting Deadline (each, a "Resolution Event"): (a) an order of the Court is entered, after notice and a hearing, allowing such claim or equity interest pursuant to section 502(b) of the Bankruptcy Code; (b) an order of the Court is entered, after notice and a hearing, temporarily allowing such claim or equity interest for voting purposes only pursuant to Bankruptcy Rule 3018(a); (c) LightSquared files amended schedules with the Court that provide that the Disputed Claim is no longer contingent or unliquidated; (d) a stipulation or other agreement between the holder of such claim or equity interest and each objecting party resolving the objection and allowing such claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; (e) a stipulation or other agreement between the holder of such claim or equity interest and each objecting party temporarily allowing the holder of such claim or equity interest to vote its claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; or (f) the pending objection to such claim or equity interest is voluntarily withdrawn by each objecting party.

26. No later than two (2) business days after a Resolution Event, the Claims and Solicitation Agent shall distribute the Solicitation Package to the relevant holder of an allowed claim or equity interest or the temporarily allowed claim or equity interest that has been allowed for voting purposes only (or for other purposes as set forth in an applicable order of the Court) by such Resolution Event. The Ballot for such Disputed Claim must be returned according to the instructions on the Ballot by no later than the Voting Deadline.

27. The notice procedures with respect to claims or equity interests subject to a pending objection satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved and deemed to provide sufficient notice.

28. Non-Substantive or Immaterial Modification. LightSquared and each Plan Proponent is authorized to make non-substantive or immaterial changes to their respective Disclosure Statement, Competing Plan, Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes to other documents and materials included in the Solicitation Package before its distribution.

Approval of Plan Confirmation Schedule

29. The Plan Confirmation Schedule is approved.

30. Voting Record Date. Pursuant to Bankruptcy Rule 3018(a), October 9, 2013, shall be the Voting Record Date for determining (a) which holders of claims or equity interests are entitled to vote on the Competing Plans and (b) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.

31. Plan Supplement Date. The Plan Supplement Date shall be November 27, 2013. The Plan Proponents must file all supplemental documents to their respective Competing Plans by the Plan Supplement Date (unless otherwise ordered by the Court).

32. Voting Deadline. The Voting Deadline shall be December 5, 2013 at 4:00 p.m. (prevailing Pacific time), provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring website at:

http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Voting Deadline, the Voting Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). All votes to accept or reject any of the Competing Plans must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions by (a) first class mail, (b) overnight delivery, (c) personal delivery, (d) e-mail, or (e) facsimile, so that the Ballots are **actually received no later than the Voting Deadline** by the Claims and Solicitation Agent. Ballots returnable to the Claims and Solicitation Agent should be sent by (x) first class mail, overnight courier, or personal delivery to Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, (y) e-mail to LightSquaredBallots@kccllc.com, or (z) facsimile to (310) 776-8379.

33. Plan Objection Deadline. The Plan Objection Deadline shall be November 26, 2013 at 4:00 p.m. (prevailing Eastern time). Any objection to any of the Competing Plans must (a) be in writing, (b) conform to the Bankruptcy Rules, the Local Bankruptcy Rules, and the Case Management Order, (c) state the name and address of the objecting party and the amount and nature of the claim or equity interest, (d) state with particularity the basis and nature of any objection to a Competing Plan, (e) propose a modification to the Competing Plan that would resolve such objection (if applicable), and (f) be filed, contemporaneously with a proof of service, with the Court and served so that it is actually received by each of the notice parties identified in the Confirmation Hearing Notice by the Plan Objection Deadline.

34. Highest Bidder Objection Deadline. In connection with the Auction, objections to LightSquared's selection of the highest and otherwise best bid (the "Highest Bidder

Objections" and, together with the Financial Wherewithal Objections, the "Supplemental Objections") must be filed by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the "Highest Bidder Objection Deadline"); provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s).

35. Confirmation Brief Deadlines. The deadline for parties to file briefs in support of confirmation of the Competing Plans shall be December 3, 2013 at 4:00 p.m. (prevailing Eastern time); provided, however, that the Plan Proponents may file briefs in response only to the Supplemental Objections by December 9, 2013 at 8:00 a.m. (prevailing Eastern time).

36. Confirmation Hearing. The Confirmation Hearing shall be held on December 10, 2013 at 10:00 a.m. (prevailing Eastern time), which hearing may be continued from time to time by the Court without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served in accordance with the Case Management Order.

37. The Motions satisfy Local Bankruptcy Rule 9013-1(a).

38. LightSquared and the Plan Proponents are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motions.

39. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: October 10, 2013
New York, New York

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

Schedule 1

Solicitation Procedures

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

SOLICITATION PROCEDURES

On [_____], 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the (a) *First Amended General Disclosure Statement* [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), (b) *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "LightSquared Specific Disclosure Statement"), (c) *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Ad Hoc Secured Group Disclosure Statement"), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "U.S. Bank/MAST Specific Disclosure Statement"), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries*

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

Proposed by Harbinger Capital Partners, LLC [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Specific Disclosure Statement" and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the "Disclosure Statements") and (ii) authorized the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a "Competing Plan") that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.[2] On [_____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order (the "Disclosure Statement Recognition Order") that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

Definitions

(a) "**Ballot**" means the ballots included in the Solicitation Package upon which certain holders of impaired claims or equity interests entitled to vote shall, among other things, indicate their acceptance or rejection of the relevant Competing Plans in accordance with the Solicitation Procedures, and which must be actually received by the Claims and Solicitation Agent on or before the Voting Deadline.

(b) "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases.

(c) "**Claims and Solicitation Agent**" means Kurtzman Carson Consultants LLC, in its capacity as the notice, claims, solicitation, and balloting agent.

(d) "**Confirmation Hearing**" means the hearing conducted by the Bankruptcy Court, pursuant to section 1128(a) of the Bankruptcy Code, to consider confirmation of the Competing Plans, as such hearing may be adjourned or continued from time to time and which currently is scheduled for December 10, 2013 at 10:00 a.m. (prevailing Eastern time).

(e) "**Confirmation Hearing Notice**" means that certain notice of the Confirmation Hearing approved by the Bankruptcy Court pursuant to the Disclosure Statement Order.

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the General Disclosure Statement, the Disclosure Statement Order, or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

(f) "**General Tabulation Procedures**" means the procedures set forth herein for the purposes of tabulating votes to accept or reject the Competing Plans.

(g) "**Notice of Non-Voting Status**" means the notice of non-voting status that holders of claims or equity interests in the Non-Voting Classes who hold claims that are not classified under the Competing Plans or who are presumed to accept or reject each of the Competing Plans will receive, in addition to the Confirmation Hearing Notice, in lieu of a Solicitation Package.

(h) "**Plan Objection Deadline**" means November 26, 2013 at 4:00 p.m. (prevailing Eastern time), the date and time set by the Bankruptcy Court as the deadline by which objections to any of the Competing Plans must be filed and served in accordance with the Confirmation Hearing Notice; provided, however, that in connection with the Auction, objections to LightSquared's selection of the highest and otherwise best bid must be filed by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the "Highest Bidder Objection Deadline"); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s).

(i) "**Solicitation Procedures**" means the procedures set forth herein.

(j) "**Voting Classes**" means classes of claims or equity interests that are entitled to vote on a particular Competing Plan.

Solicitation Procedures

A. Voting Record Date.

The Bankruptcy Court has approved October 9, 2013, as the voting record date (the "Voting Record Date") for purposes of determining (i) which holders of claims or equity interests are entitled to vote on the Competing Plans and (ii) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.

B. Voting Deadline.

The Bankruptcy Court has approved December 5, 2013 at 4:00 p.m. (prevailing Pacific time) as the deadline for voting on the Competing Plans (the "Voting Deadline"); provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph

15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Voting Deadline, the Voting Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). To be counted as votes to accept or reject any of the Competing Plans, all Ballots must be properly executed, completed, and delivered by (i) first class mail, (ii) overnight courier, (iii) personal delivery, (iv) e-mail, or (v) facsimile, so that they are actually received no later than the Voting Deadline by the Claims and Solicitation Agent. Ballots returnable to the Claims and Solicitation Agent should be sent by (i) first class mail, overnight courier, or personal delivery to Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, (ii) e-mail to LightSquaredBallots@kccllc.com, or (iii) facsimile to (310) 776-8379.

C. Solicitation Procedures.

1. **Solicitation Package**: The Solicitation Package shall contain copies of the following documents:

a. the Disclosure Statements (with all exhibits thereto, including the Competing Plans and the exhibits to the Competing Plans);

b. the Disclosure Statement Order (excluding all exhibits thereto, other than these Solicitation Procedures);

c. the Disclosure Statement Recognition Order;

d. the Confirmation Hearing Notice;

e. an appropriate number of Ballots (with voting instructions with respect thereto); and

f. any supplemental documents that LightSquared or another proponent of a Competing Plan (collectively, the "Plan Proponents") may file with the Bankruptcy Court or that the Court orders to be made available.

2. **Distribution of Solicitation Packages**: The Solicitation Packages shall be served on the following entities in the Voting Classes on or before October 24, 2013, unless otherwise extended until October 29, 2013 by LightSquared with the consent of the Plan Proponents (which consent shall not be unreasonably withheld):

a. all entities that, on or before the Voting Record Date, have timely filed, or on whose behalf was timely filed, a proof of claim (or an untimely proof of claim which has been allowed as timely by the Bankruptcy Court under applicable law on or before the Voting Record Date) that (i) has **not** been expunged, disallowed, disqualified, or suspended prior to the Voting Record Date and (ii) is **not** the subject of a pending objection on the

Voting Record Date;[3] provided, however, that the holder of a claim that is the subject of a pending objection on a reduced basis shall receive a Solicitation Package and be entitled to vote such claim in the reduced amount contained in such objection;

b. all entities that are listed in LightSquared's books and records as holding, as of the Voting Record Date, equity interests in LightSquared;

c. holders of claims that are listed in the Schedules, with the exception of those claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled claims that have been superseded by a timely filed proof of claim and any scheduled claim that was paid, expunged, disallowed, or disqualified prior to the Voting Record Date); and

d. holders of claims or equity interests that arise pursuant to an agreement or settlement with LightSquared, as reflected in a document filed with the Bankruptcy Court, in an order of the Bankruptcy Court, or in a document executed by LightSquared pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a proof of claim has been filed.

LightSquared will endeavor to the extent possible to make sure that holders of more than one claim or equity interest in a single Voting Class receive no more than one Solicitation Package on account of such claims or equity interests.

3. **Distribution of Materials**: The Solicitation Package (excluding the Ballots and the Confirmation Hearing Notice) shall be provided in CD-ROM format. The applicable Ballots and the Confirmation Hearing Notice shall be provided in paper format. Any holder of a claim or equity interest may obtain a paper copy of the documents otherwise provided on CD-ROM by (a) calling LightSquared's restructuring hotline at (877) 499-4509, (b) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (c) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (d) e-mailing LightSquaredInfo@kccllc.com. If LightSquared receives such a request for a paper copy of the documents in the Solicitation Package, LightSquared will send, or cause to be sent, a copy to the requesting party by overnight delivery at LightSquared's expense. The following entities shall be served with a CD-ROM of the Disclosure Statement Order (including all exhibits thereto), the Disclosure Statement Recognition Order, and the Disclosure Statements (including all exhibits thereto): (y) the Office of the United States Trustee for the Southern District of New York; and (z) all those persons and entities that have formally requested notice, pursuant to Bankruptcy Rule 2002 and the Local Bankruptcy Rules.

D. Voting and General Tabulation Procedures.

1. Only the following holders of claims or equity interests in the Voting Classes shall be entitled to vote with regard to such claims or equity interests:

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[3] Holders of claims subject to a pending objection as of the Voting Record Date will receive a Disputed Claims Notice and Confirmation Hearing Notice in lieu of a Solicitation Package.

a. holders of claims who, on or before the Voting Record Date, have timely filed, or on whose behalf was timely filed, a proof of claim (or an untimely proof of claim which has been allowed as timely by the Bankruptcy Court under applicable law on or before the Voting Record Date) that (i) has **not** been expunged, disallowed, disqualified, or suspended prior to the Voting Record Date and (ii) is not the subject of a pending objection on the Voting Record Date; provided, that the holders of a claim that is the subject of a pending objection on a reduced basis shall receive a Solicitation Package and be entitled to vote such claim in the reduced amount contained in such objection and provided further, that a holder of a claim that becomes a disputed claim at any date prior to fifteen (15) calendar days before to the Confirmation Hearing shall not be entitled to vote unless such holder becomes eligible to vote through a Resolution Event;

b. all entities that are listed in LightSquared's books and records as holding, as of the Voting Record Date, equity interests in LightSquared;

c. holders of claims that are listed in LightSquared's Schedules filed on June 27, 2012 [Docket Nos. 154-173] (collectively, the "Schedules"), with the exception of those claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled claims that have been superseded by a timely filed proof of claim and any scheduled claim that was paid, expunged, disallowed, or disqualified prior to the Voting Record Date);

d. holders whose claims or equity interests arise pursuant to an agreement or settlement with LightSquared, as reflected in a document filed with the Bankruptcy Court, in an order entered by the Bankruptcy Court, or in a document executed by LightSquared pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a proof of claim has been filed; and

e. the assignee of a timely filed claim or equity interest or a claim listed in the Schedules shall be permitted to vote such claim or equity interest only if the transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the claims register on the Voting Record Date.

2. **Establishing Amounts of Claims or Equity Interests**. In tabulating votes, the following hierarchy will be used to determine the amount of the claim or equity interest associated with each holder's vote:

a. the amount of the claim or equity interest settled or agreed upon by LightSquared, as reflected in a court pleading, stipulation, agreement, or other document filed with the Bankruptcy Court that is not then subject to an objection, in an order of the Bankruptcy Court, or in a document

executed by LightSquared pursuant to authority granted by the Bankruptcy Court;

b. the amount of the claim or equity interest allowed (temporarily or otherwise) pursuant to a Resolution Event in accordance with the Solicitation Procedures;

c. the amount of the claim contained in a proof of claim that has been timely filed by the applicable claims bar date (or deemed timely filed by the Bankruptcy Court under applicable law), except for any amounts in such proofs of claim asserted on account of any interest accrued after the Petition Date; provided, however, that (i) a Ballot cast by a holder of a claim who timely files a proof of claim in respect of a contingent, unliquidated, or disputed claim, or in a wholly-unliquidated or unknown amount that is not the subject of an objection, will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as a Ballot for a claim in the amount of $1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and (ii) if a proof of claim is filed as partially liquidated and partially unliquidated, such claim will be allowed for voting purposes only in the liquidated amount; provided, further, that to the extent the amount of the claim contained in the proof of claim is different from the amount of the claim set forth in a document filed with the Bankruptcy Court and agreed to by LightSquared as referenced in the Solicitation Procedures, the amount of the claim in the document filed with the Bankruptcy Court will supersede the amount of the claim set forth on the respective proof of claim;

d. the amount of the equity interest as reflected in LightSquared's books and records;

e. the claim amount listed in the Schedules; provided, that such claim is not scheduled as contingent, disputed, or unliquidated and has not been paid; and

f. in the absence of any of the foregoing, zero.

The amount of the claim or equity interest established herein shall control for voting purposes only and shall not constitute the allowed amount of any claim or equity interest. Moreover, any amount filled in on Ballots by LightSquared through the Claims and Solicitation Agent is not binding for any purpose, including for purposes of voting and distribution.

3. **General Ballot Tabulation**. The following voting procedures and standard assumptions will be used in tabulating Ballots:

a. except as otherwise provided herein or unless waived by an objecting Plan Proponent (solely with respect to its Competing Plan) or permitted by order of the Bankruptcy Court, unless the Ballot being submitted is timely

received on or prior to the Voting Deadline, such Plan Proponent may reject (solely with respect to its Competing Plan) such Ballot as invalid and, therefore, decline to count it in connection with confirmation;

b. the Claims and Solicitation Agent will (i) date and time-stamp all Ballots when received and (ii) retain an electronic copy of all Ballots for a period of one (1) year after the Effective Date of the confirmed Competing Plan, unless otherwise ordered by the Bankruptcy Court;

c. an executed Ballot is required to be submitted by the entity submitting such Ballot or its duly authorized agent;

d. pursuant to the Bankruptcy Court's modification of Local Bankruptcy Rule 3018-1(a), LightSquared shall cause the Claims and Solicitation Agent to file a Voting Report with the Bankruptcy Court on or before December 9, 2013, one (1) day before the Confirmation Hearing. Each Plan Proponent may supplement this Voting Report in advance of the Confirmation Hearing to the extent necessary. The Voting Report shall, among other things, delineate every irregular Ballot, including, without limitation, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or necessary information, or damaged. The Voting Report shall indicate each Plan Proponent's intentions with regard to such irregular Ballots;

e. the method of delivery of Ballots to the Claims and Solicitation Agent is at the election and risk of each holder of a claim or equity interest. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Solicitation Agent actually receives the executed Ballot;

f. unless specifically instructed by the Claims and Solicitation Agent to do so, no Ballot should be sent to any of LightSquared, the Plan Proponents, LightSquared's agents (other than the Claims and Solicitation Agent), LightSquared's financial or legal advisors, or the agents or financial or legal advisors to any of the Plan Proponents; and, if so sent, will not be counted in connection with confirmation of a Competing Plan;

g. each Plan Proponent expressly reserves the right to make non-substantive or immaterial changes to its Competing Plan and related documents without further order of the Bankruptcy Court (subject to compliance with the requirements of section 1127 of the Bankruptcy Code and the terms of its Competing Plan regarding modifications). The Bankruptcy Code requires each Plan Proponent to disseminate additional solicitation materials if such Plan Proponent makes material changes to the terms of its Competing Plan or if the Plan Proponent waives a material condition to confirmation of its Competing Plan. In that event, the solicitation may be extended to the extent directed by the Bankruptcy Court;

h. if multiple Ballots are received from the holder of a claim or equity interest with respect to the same claim or equity interest prior to the Voting Deadline, the last dated valid Ballot received prior to the Voting Deadline will supersede and revoke any prior dated Ballot;

i. separate Ballots received from the same holder of claims or equity interests on account of separate claims shall be counted separately for purposes of determining acceptances or rejections of the applicable Competing Plan pursuant to section 1126(c) of the Bankruptcy Code; provided, however, to the extent that a holder has multiple claims or equity interests within the same class under a Competing Plan, the applicable Plan Proponent may, in its discretion, aggregate and count as a single vote the claims or equity interests of such holder within a class for the purpose of counting the number of votes;

j. holders must vote all of their claims or equity interests within a particular class under a Competing Plan either to accept or reject the Competing Plan and may not split any such votes. Accordingly, a Ballot that partially rejects and partially accepts a Competing Plan will not be counted with respect to such Competing Plan;

k. a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity must indicate such capacity when signing and, if required or requested by the applicable holder or its agent, the Claims and Solicitation Agent, a Plan Proponent, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder;

l. any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted; provided, however, each Plan Proponent, subject to contrary order of the Bankruptcy Court, may waive (solely with respect to its Competing Plan) any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report;

m. no Plan Proponent nor any other entity will (i) be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report or (ii) incur any liability for failure to provide such notification; provided, however, that the Claims and Solicitation Agent shall provide to each Plan Proponent, upon reasonable request, true and correct copies of all Ballots received by the Claims and Solicitation Agent with respect to any Competing Plan.

n. in the event a designation for lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy

Court will determine whether any vote to accept or reject a Competing Plan cast with respect to the claim or equity interest for which designation is requested will be counted for purposes of determining whether such Competing Plan has been accepted or rejected by the holder such claim or equity interest;

o. subject to any contrary order of the Bankruptcy Court, each Plan Proponent reserves the right to reject (solely with respect to its Competing Plan) any and all Ballots not in proper form, the acceptance of which, in the opinion of such Plan Proponent would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided, however, that any such rejections shall be documented in the Voting Report;

p. if a claim or equity interest has been estimated or otherwise allowed for voting purposes by an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a), such claim or equity interest shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution;

q. if an objection to a claim or equity interest is filed, such claim or equity interest shall be treated in accordance with these Solicitation Procedures and the terms of the relevant Competing Plan;

r. the following Ballots shall not be counted in determining the acceptance or rejection of a Competing Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the claim or equity interest; (ii) any Ballot cast by a party that does not hold a claim or equity interest in a class that is entitled to vote on the relevant Competing Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the relevant Competing Plan or any Ballot marked both to accept and reject the relevant Competing Plan; or (v) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures;

s. to the extent any class of claims or equity interests under a Competing Plan is to be satisfied in full and in cash from Plan Consideration (as defined in such Competing Plan), the applicable Plan Proponent expressly reserves the right to (i) deem such class as unimpaired and (ii) treat the holders of claims or equity interests in such class as conclusively presumed to have accepted such Competing Plan pursuant to section 1126(f) of the Bankruptcy Code; provided, however, the foregoing shall not prejudice the right of any holder of a claim or equity interest in such class to object to such treatment; and

t. any class of claims or equity interests that does not have a holder of an allowed claim or equity interest or a claim or equity interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the relevant Competing Plan for purposes of voting to accept or reject such Competing Plan and for purposes of determining acceptance or rejection of such Competing Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

4. **Temporary Allowance of Claims or Equity Interests for Voting Purposes.** Holders of claims or equity interests that are subject to a pending objection, or claims listed on LightSquared's Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), as of the Voting Record Date, solely to the extent that such disputed claims or equity interests are not otherwise allowed pursuant to the applicable Competing Plan, cannot vote on the Competing Plans; provided, however, that if the pending objection seeks only to "reduce" the amount of such claim or equity interest, such claim or equity interest may be voted in the undisputed amount. For the avoidance of doubt, no motion is required to be filed under Bankruptcy Rule 3018(a) with respect to any claim or equity interest deemed allowed pursuant to a Competing Plan for purposes of such Competing Plan. Notwithstanding the foregoing, a holder of a claim or equity interest may vote a disputed portion of its claim or equity interest if one or more of the following events (each, a "Resolution Event") has taken place by November 27, 2013 (i.e., a date eight (8) calendar days prior to the Voting Deadline):

a. an order of the Bankruptcy Court is entered, after notice and a hearing, allowing such claim or equity interest pursuant to section 502(b) of the Bankruptcy Code;

b. an order of the Bankruptcy Court is entered, after notice and a hearing, temporarily allowing such claim or equity interest for voting purposes only pursuant to Bankruptcy Rule 3018(a);

c. LightSquared files amended Schedules that provide that the Disputed Claim is no longer contingent or unliquidated;

d. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party resolving the objection and allowing such claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court;

e. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party temporarily allowing the holder of such claim or equity interest to vote its claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; or

f. the pending objection to such claim or equity interest is voluntarily withdrawn by each objecting party.

No later than two (2) business days after a Resolution Event, the Claims and Solicitation Agent shall distribute via e-mail, hand delivery, or overnight courier service a Solicitation Package to the relevant holder of such allowed or temporarily allowed claim or equity interest that has been allowed for voting purposes only (or for other purposes as set forth in an applicable order of the Bankruptcy Court) by such Resolution Event. All Ballots must be returned to the Claims and Solicitation Agent in accordance with the instructions on the Ballot(s) and by no later than the Voting Deadline.

5. **Forms of Notices to Non-Voting Classes**. Certain holders of claims that are not entitled to vote because they are unclassified, unimpaired, or are otherwise conclusively presumed to accept the Competing Plans under section 1126(f) of the Bankruptcy Code. Such holders will receive only the Confirmation Hearing Notice and the Notice of Non-Voting Status. The Notice of Non-Voting Status, substantially in the form attached to the Disclosure Statement Order as **Schedule 4**, will instruct the holders how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots). Notwithstanding the foregoing, to the extent that a class of claims or equity interests is entitled to vote under one or more of the Competing Plans, but is not entitled to vote under other Competing Plans, the Claims and Solicitation Agent shall serve the holders of claims or equity interests in such class with a full Solicitation Package, and shall not serve on such holders a Notice of Non-Voting Status.

6. **Publication of Confirmation Hearing Notice**. LightSquared shall publish the Confirmation Hearing Notice (in a format modified for publication and reasonably acceptable to the Plan Proponents) in *The Wall Street Journal* (national edition) and *The Globe and Mail* (national edition) no later than October 29, 2013 to provide notification to those entities who may not receive notice by mail.

E. Amendments to Solicitation Package.

The Plan Proponents reserve their rights to make non-substantive or immaterial changes to their respective Disclosure Statements, Competing Plans, Ballots, and related documents without further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes to other documents and materials included in the Solicitation Package before its distribution.

F. Settlement, Release, Exculpation, and Injunction Language in Competing Plans.

The settlement, release, exculpation, and injunction provisions contained in Article VIII of LightSquared's Competing Plan, Article XIII of the Ad Hoc Secured Group's Competing Plan, Article X of U.S. Bank/MAST's Competing Plan, and Article VIII of Harbinger's Competing Plan are included in (i) the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, the U.S. Bank/MAST Specific Disclosure Statement, and the Harbinger Specific Disclosure Statement, respectively, and (ii) the Confirmation Hearing Notice. All entities are advised to carefully review and consider the Competing Plans, including the settlement, release, exculpation, and injunction provisions, as their rights may be affected.

Schedule 2

Ballots and Voting Instructions

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

BALLOT FOR [_____] [CLAIMS/EQUITY INTERESTS][2]

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT

Competing Plans. The following chapter 11 plans (each, as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, a "Competing Plan") have been proposed in the above-captioned chapter 11 cases (the "Chapter 11 Cases"):

- *Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 919] (the "LightSquared Plan")

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

[2] For the purposes of this Ballot, "[_____] Claims/Equity Interests" refers to Class [_] – [____ Claims/Equity Interests] under the LightSquared Plan, [Class [_] – [____ Claims/Equity Interests] under the Ad Hoc Secured Group Plan], [Class [_] – [____ Claims/Equity Interests] under the U.S. Bank/MAST Plan], and Class [_] – [____ Claims/Equity Interests] under the Harbinger Plan.

- *First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (the "Ad Hoc Secured Group Plan")

- *Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 913] (the "U.S Bank/MAST Plan")

- *Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (the "Harbinger Plan")

Bankruptcy Court Approval of the Disclosure Statements and Solicitation Procedures. In connection with the Competing Plans, on [_____], 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the (a) *First Amended General Disclosure Statement* [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), (b) *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "LightSquared Specific Disclosure Statement"), (c) *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Ad Hoc Secured Group Disclosure Statement"), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "U.S. Bank/MAST Specific Disclosure Statement"), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Specific Disclosure Statement" and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the "Disclosure Statements") and (ii) authorized the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and

including all exhibits and supplements thereto, a "Competing Plan") that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.[3] On [_____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order (the "Disclosure Statement Recognition Order") that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

All capitalized terms used but not otherwise defined herein or in the Voting Instructions shall have the meanings ascribed to such terms in the relevant Competing Plan, the Disclosure Statement Order, or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

The Plan Proponents are soliciting votes through Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"), with respect to the Competing Plans from the holders of certain impaired claims against, or equity interests in, the Debtors or certain of the Debtors, as applicable. Please refer to the enclosed voting instructions (the "Voting Instructions"). If you have any questions on how to properly complete this ballot, please call the Claims and Solicitation Agent at (877) 499-4509.

This ballot (the "Ballot") is being sent to all persons or entities that hold [_____ claims/equity interests] (the "[__] [Claims/Equity Interests]"). This Ballot is to be used for voting to accept or reject the Competing Plans. If you hold more than one type of claim or equity interest, you will receive a Ballot for each claim or equity interest that you hold and for which you are entitled to vote.

You should review the Disclosure Statements and the Competing Plans before you vote. If one of the Competing Plans is confirmed by the Bankruptcy Court, it shall be binding on you whether or not you vote.

This Ballot may not be used for any purpose other than for (a) casting votes to accept or reject the Competing Plans or (b) electing to opt out of the third-party release provisions set forth in (i) Section 13.1(b) of the Ad Hoc Secured Group Plan (the "Ad Hoc Secured Group Plan Third-Party Releases") or (ii) Article VIII.F of the LightSquared Plan (the "LightSquared Plan Third-Party Releases" and, together with the Ad Hoc Secured Group Plan Third-Party Releases, the "Third-Party Releases").

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[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the General Disclosure Statement, the Disclosure Statement Order, or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

THIS BALLOT MUST BE RECEIVED BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN 4:00 P.M. (PREVAILING PACIFIC TIME) ON DECEMBER 5, 2013 (THE "VOTING DEADLINE"); PROVIDED, HOWEVER, THAT IN THE EVENT THAT THE NOTICE OF SUCCESSFUL BIDDER(S) (AS PROVIDED IN PARAGRAPH 15(B) OF THE BID PROCEDURES ORDER) HAS NOT BEEN FILED OR POSTED ON LIGHTSQUARED'S RESTRUCTURING WEBSITE AT: http://www.kccllc.net/lightsquared AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE VOTING DEADLINE, THE VOTING DEADLINE SHALL BE EXTENDED AUTOMATICALLY (WITHOUT FURTHER ORDER OF THE COURT) TO A DATE AND TIME THAT IS TWENTY-FOUR (24) HOURS AFTER THE FILING AND POSTING OF SUCH NOTICE OF SUCCESSFUL BIDDER(S).

IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND TIMELY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT BY THE VOTING DEADLINE, YOUR VOTE SHALL NOT BE COUNTED AND ANY ELECTION TO OPT OUT OF ANY OF THE THIRD-PARTY RELEASES WILL NOT BE VALID. IF THE BANKRUPTCY COURT CONFIRMS ONE OF THE COMPETING PLANS, IT WILL BIND YOU (TO THE EXTENT APPLICABLE) REGARDLESS OF WHETHER OR NOT YOU VOTE.

PLEASE COMPLETE THE APPLICABLE ITEMS.

IMPORTANT

YOU SHOULD REVIEW THE DISCLOSURE STATEMENTS AND COMPETING PLANS BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE COMPETING PLANS AND CLASSIFICATION AND TREATMENT THEREUNDER.

Item 1. Amount of [Claims/Equity Interests].

The undersigned is the record holder of [a [__] Claim in the outstanding amount of][a [__] Equity Interest in connection with the following number of shares or units]
[$]_____.

Item 2. Votes.

The holder of the [__] [Claim/Equity Interest] set forth in Item 1 votes to accept or reject each Competing Plan as indicated below:

Plan	Class Treatment	Accept	Reject
LightSquared Plan	Class [__]	☐	☐
Ad Hoc Secured Group Plan	Class [__]	☐	☐
U.S. Bank/MAST Plan	Class [__]	☐	☐
Harbinger Plan	Class [__]	☐	☐

Any Ballot that is executed by the holder of a claim or equity interest but that indicates both an acceptance and a rejection of a particular Competing Plan or does not indicate either an acceptance or rejection of a particular Competing Plan will not be counted as a vote with respect to such Competing Plan.

If you choose to abstain from voting on the LightSquared Plan, please see Item 4 below.

A vote to accept the Ad Hoc Secured Group Plan constitutes an acceptance and consent to the Third-Party Release provisions contained in the Ad Hoc Secured Group Plan. A vote to reject the Ad Hoc Secured Group Plan constitutes a rejection of the Third-Party Release provisions contained in the Ad Hoc Secured Group Plan. If you choose to abstain from voting on the Ad Hoc Secured Group Plan, please see Item 4 below.

Item 3. Preference Election.

You may have the option to accept more than one of the Competing Plans. If you chose to accept more than one of the Competing Plans in Item 2 above, then you have the additional option to rank your preferences among the Competing Plans for which you voted to accept. If you wish to rank the Plans that you vote to accept, please indicate in the table below the numerical priority of preference you ascribe to the Competing Plans for which you voted to accept (with 1 being the most preferred Competing Plan). In order for your ranking to be counted, you must (a) rank all Competing Plans for which you voted to accept, and (b) not assign the same ranking to more than one Competing Plan. If you fail to rank all Competing Plans for which you voted to accept or if you assign the same ranking to more than one Competing Plan, your ranking will not be counted. You may **not** rank Competing Plans for which you voted to reject, or for which you did not vote.

The holder of the [__] [Claim/Equity Interest] set forth in Item 1 prefers each of the Competing Plans in the numerical order of priority indicated below (with 1 being the most preferred Competing Plan):

____ LightSquared Plan
____ Ad Hoc Secured Group Plan
____ U.S. Bank/MAST Plan
____ Harbinger Plan

Item 4. Releases.

The settlement, release, exculpation, and injunction provisions of the Competing Plans are included in the (a) Disclosure Statements and (b) Confirmation Hearing Notice. All entities are advised to carefully review and consider the Competing Plans, including the settlement, release, exculpation, and injunction provisions, as their rights may be affected.

COMPLETE THIS ITEM ONLY IF YOU ARE ENTITLED TO VOTE ON THE LIGHTSQUARED PLAN IN ITEM 2 ABOVE AND DID NOT DO SO. If you do not cast a vote with respect to the LightSquared Plan, you may check the box below to reject the Third-Party Release provisions contained in the LightSquared Plan.

The holder of the [__] [Claim/Equity Interest] set forth in Item 1 elects to:

☐ Reject the Third-Party Releases contained in the LightSquared Plan.

COMPLETE THIS ITEM ONLY IF YOU ARE ENTITLED TO VOTE ON THE AD HOC SECURED GROUP PLAN IN ITEM 2 ABOVE AND DID NOT DO SO. Pursuant to the Ad Hoc Secured Group Plan, if you return a Ballot and vote to accept the Ad Hoc Secured Group Plan, you are automatically deemed to have accepted the Third-Party Releases contained in the Ad Hoc Secured Group Plan. You are also deemed to have accepted the Third-Party Release provisions contained in the Ad Hoc Secured Group Plan if you are entitled to cast a vote with respect to the Ad Hoc Secured Group Plan and do not do so; however, if you do not cast a vote with respect to the Ad Hoc Secured Group Plan, you may check the box below to reject the Third-Party Release provisions contained in the Ad Hoc Secured Group Plan.

The holder of the [__] [Claim/Equity Interest] set forth in Item 1 elects to:

☐ Reject the Third-Party Releases contained in the Ad Hoc Secured Group Plan.

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Plan Proponents under the penalty of perjury that:

(a) either (i) such person or entity is the holder of the [_____] [Claim/Equity Interest] being voted or (ii) such person or entity is an authorized signatory for a person or entity which is the holder of the [_____] [Claim/Equity Interest] being voted;

(b) such person or entity has received copies of the Disclosure Statements and other materials from the Solicitation Package;

(c) such person or entity acknowledges that the solicitation of votes is being made pursuant, and is subject, to all the terms and conditions set forth in the Disclosure Statements;

(d) such person or entity has cast the same vote on every Ballot completed by such person or entity with respect to the [__] [Claim/Equity Interest] under the various Competing Plans;

(e) no other Ballots with respect to the [__] [Claim/Equity Interest] identified in Item 1 have been cast under the Competing Plans or, if any other Ballots have been cast with respect to such [__] [Claim/Equity Interest], such earlier Ballots are hereby revoked; and

(f) such person or entity is to be treated as the record holder of the [_____] [Claim/Equity Interest] for the purposes of voting on the Competing Plans.

Dated: _____, 2013

Name of Voter: _____
(Print or Type)

Social Security
or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, and
Zip Code: _____

_____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY.

PLEASE DELIVER THIS BALLOT TO THE CLAIMS AND SOLICITATION AGENT BY (I) E-MAIL TO LIGHTSQUAREDBALLOTS@KCCLLC.COM, (II) FACSIMILE TO (310) 776-8379, OR (III) FIRST CLASS MAIL, OVERNIGHT COURIER, OR PERSONAL DELIVERY TO:

LIGHTSQUARED BALLOT PROCESSING
c/o KURTZMAN CARSON CONSULTANTS LLC
2335 ALASKA AVENUE
EL SEGUNDO, CA 90245

SO AS TO BE RECEIVED NO LATER THAN 4:00 P.M. (PREVAILING PACIFIC TIME) ON DECEMBER 5, 2013 (UNLESS OTHERWISE EXTENDED PURSUANT TO THE DISCLOSURE STATEMENT ORDER), OR YOUR VOTE SHALL NOT BE COUNTED AND ANY ELECTION TO OPT OUT OF ANY OF THE THIRD PARTY RELEASES WILL NOT BE VALID.

PLEASE MAKE SURE YOU HAVE PROVIDED ALL OF THE INFORMATION REQUESTED BY THIS BALLOT.

VOTING INSTRUCTIONS

1. The Plan Proponents have filed the Competing Plans and Disclosure Statements. The Bankruptcy Court has (a) approved the Disclosure Statements and (b) directed the solicitation of votes with regard to the approval or rejection of the Competing Plans.

2. All capitalized terms used in the Ballot or these Voting Instructions but not otherwise defined herein shall have the meanings ascribed to them in the relevant Competing Plan or the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. _____].

3. If the Bankruptcy Court confirms a Competing Plan, it will bind the holders of claims against, and holders of equity interests in, the applicable Debtors in accordance with the terms thereof. Please review the Disclosure Statements for more information. These Voting Instructions apply to the holders of claims or equity interests wherever located, including, without limitation, those located in Canada.

4. The Bankruptcy Court has approved October 9, 2013, as the voting record date (the "Voting Record Date") for purposes of determining (a) which holders of claims or equity interests are entitled to vote on the Competing Plans and (b) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.

5. To ensure that your vote is counted, you must (a) complete the Ballot, (b) indicate your decision either to accept or reject the Competing Plans in the boxes provided in Item 2 of the Ballot, and (c) sign, date, and timely return the Ballot to Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent").

6. If you are entitled to vote on the LightSquared Plan and do not do so but wish to elect to withhold consent to the third-party release provisions set forth in Article VIII.F of the LightSquared Plan (the "LightSquared Plan Third-Party Releases"), then to ensure that your election is recorded you must (a) complete Item 4 of the Ballot and (b) sign, date, and timely return the Ballot to the Claims and Solicitation Agent. If you indicate a decision either to accept or reject the LightSquared Plan in the boxes provided in Item 2 of the Ballot and complete Item 4 of the Ballot, your election in Item 4 with respect to the LightSquared Plan Third-Party Releases will be disregarded.

7. If you are entitled to vote on the Ad Hoc Secured Group Plan and do not do so but wish to elect to withhold consent to the third-party release provisions set forth in Section 13.1(b) of the Ad Hoc Secured Group Plan (the "Ad Hoc Secured Group Plan Third-Party Releases" and, together with the LightSquared Plan Third-Party Releases, the

"Third-Party Releases"), then to ensure that your election is recorded you must (a) complete Item 4 of the Ballot and (b) sign, date, and timely return the Ballot to the Claims and Solicitation Agent. If you indicate a decision either to accept or reject the Ad Hoc Secured Group Plan in the boxes provided in Item 2 of the Ballot and complete Item 4 of the Ballot, your election in Item 4 with respect to the Ad Hoc Secured Group Plan Third-Party Releases will be disregarded.

8. To have your vote counted, your properly completed Ballot must actually be received by the Claims and Solicitation Agent no later than 4:00 p.m. (prevailing Pacific time) on December 5, 2013 (the "Voting Deadline"); provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Voting Deadline, the Voting Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s).

9. Except as otherwise provided in the Solicitation Procedures, or unless waived by an objecting Plan Proponent (solely with respect to its Competing Plan) or permitted by order of the Bankruptcy Court, a Plan Proponent may reject the Ballot as invalid if it is not timely received on or prior to the Voting Deadline, and, therefore, decline to count it in connection with confirmation. The method of delivery of Ballots to be sent to the Claims and Solicitation Agent is at the election and risk of each holder of a claim or equity interest, but, except as otherwise provided in the Solicitation Procedures, such delivery shall be deemed made only when the executed Ballot is actually received by the Claims and Solicitation Agent.

10. Unless specifically instructed by the Claims and Solicitation Agent to do so, no Ballot should be sent to any of LightSquared, the Plan Proponents, LightSquared's or the Plan Proponents' agents (other than the Claims and Solicitation Agent), or LightSquared's or the Plan Proponents' financial or legal advisors. If so sent, the Ballot will not be counted in connection with confirmation of the Competing Plans.

11. The Plan Proponents expressly reserve the right to make non-substantive or immaterial changes to each of their respective Competing Plans and related documents without further order of the Bankruptcy Court (subject to compliance with the requirements of section 1127 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") and the terms of the Competing Plan regarding modifications). The Bankruptcy Code requires the Plan Proponent to disseminate additional solicitation materials if the Plan Proponent makes material changes to the terms of the Competing Plan or if the Plan Proponent waives a material condition to confirmation of the Competing Plan. In that event, the solicitation may be extended to the extent directed by the Bankruptcy Court.

12. The Ballot is not a letter of transmittal and may not be used for any purpose other than transmitting your vote to accept or reject the Competing Plans or electing to opt out of

any of the Third-Party Releases. Accordingly, you should not surrender instruments or certificates representing or evidencing your [__] [Claim/Equity Interest], and neither LightSquared, the Plan Proponent, nor the Claims and Solicitation Agent shall accept delivery of such instruments or certificates surrendered together with a Ballot.

13. If multiple Ballots are received by the Claims and Solicitation Agent from the same holder of a [__] [Claim/Equity Interest] with respect to the same [__] [Claim/Equity Interest] prior to the Voting Deadline, the last dated valid Ballot received prior to the Voting Deadline will supersede and revoke any prior dated Ballot.

14. Separate Ballots received by the Claims and Solicitation Agent from the same holder of [__] [Claim/Equity Interest] shall be counted separately for purposes of determining acceptances or rejections of the Competing Plans pursuant to section 1126(c) of the Bankruptcy Code; provided, however, to the extent that a holder has multiple [__][Claims/Equity Interests] within the same class under a Competing Plan, the applicable Plan Proponent may, in its discretion, aggregate and count as a single vote the [__] [Claims/Equity Interests] of such holder for the purpose of counting the number of votes.

15. Holders of [__] [Claim/Equity Interest] must vote all of their [__] [Claim/Equity Interest] either to accept or reject each of the Competing Plans and may not split any such votes with respect to any Competing Plan. Accordingly, a Ballot that partially rejects and partially accepts any Competing Plan will not be counted with respect to such Competing Plan.

16. Unless otherwise ordered by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), and revocation or withdrawal of Ballots shall be determined by the applicable Plan Proponent (solely with respect to that Plan Proponent's Competing Plan), which determination shall be final and binding.

17. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity must indicate such capacity when signing and, if required or requested by the applicable holder of a [__] [Claim/Equity Interest] or its agent, the Claims and Solicitation Agent, the Plan Proponent, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder of a [__] [Claim/Equity Interest].

18. Any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted; provided, however, each Plan Proponent, subject to contrary order of the Bankruptcy Court, may waive (solely with respect to its Competing Plan) any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report.

19. Except as otherwise set forth in the Solicitation Procedures, neither the Plan Proponents nor any other entity will (a) be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report or (b) incur any liability for failure to provide such notification.

20. In the event a designation for lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept or reject the Competing Plans cast with respect to the [__] [Claim/Equity Interest] for which designation is requested will be counted for purposes of determining whether the Competing Plans have been accepted or rejected by the holder of such [__] [Claim/Equity Interest].

21. Subject to any contrary order of the Bankruptcy Court, each Plan Proponent reserves the right to reject (solely with respect to its Competing Plan) any and all Ballots not in proper form, the acceptance of which (in the opinion of such Plan Proponent) would not be in accordance with the provisions of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); provided, however, that any such rejections shall be documented in the Voting Report.

22. If a [__] [Claim/Equity Interest] has been estimated or otherwise allowed for voting purposes by an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a), such [__] [Claim/Equity Interest] shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution.

23. If an objection to a [__] [Claim/Equity Interest] is filed, such [__] [Claim/Equity Interest] shall be treated in accordance with the Solicitation Procedures and the terms of the Competing Plans.

24. The following Ballots shall not be counted in determining the acceptance or rejection of a Competing Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the [__] [Claim/Equity Interest]; (b) any Ballot that contains the vote cast by a party that does not hold a [__] [Claim/Equity Interest] that is entitled to vote on the relevant Competing Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the relevant Competing Plan or any Ballot marked both to accept and reject the relevant Competing Plan; or (e) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.

25. Any class of claims or equity interests that does not have a holder of an allowed claim or equity interest, or a claim or equity interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the relevant Competing Plan for purposes of voting to accept or reject the Competing Plan and for purposes of determining acceptance or rejection of such Competing Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

26. If you hold more than one type of claim or equity interest, you may receive more than one ballot, each coded for a different claim or equity interest. Each Ballot votes only your claim or equity interest indicated on that Ballot. Please complete and return each Ballot you received.

27. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a claim or equity interest.

28. Each holder of the [_____] [Claims/Equity Interests] shall be deemed to have voted the full amount of its [claim/equity interest] as allowed for voting purposes, notwithstanding anything to the contrary on its Ballot.

29. Please be sure to sign and date your Ballot. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

Schedule 3

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

CONFIRMATION HEARING NOTICE

TO ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS AND PARTIES IN INTEREST:

1. **Competing Plans.** The following chapter 11 plans (each, as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, a "Competing Plan") have been proposed in the above-captioned chapter 11 cases (the "Chapter 11 Cases"):

- *Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 919] (the "LightSquared Plan")
- *First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (the "Ad Hoc Secured Group Plan")
- *Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 913] (the "U.S Bank/MAST Plan")

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

- *Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (the "Harbinger Plan")

2. **Bankruptcy Court Approval of the Disclosure Statements and Solicitation Procedures**. In connection with the Competing Plans, on [_____], 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the (a) *First Amended General Disclosure Statement* [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), (b) *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "LightSquared Specific Disclosure Statement"), (c) *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Ad Hoc Secured Group Disclosure Statement"), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "U.S. Bank/MAST Specific Disclosure Statement"), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Specific Disclosure Statement" and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the "Disclosure Statements") and (ii) authorized the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a "Competing Plan") that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.[2] On [_____], 2013,

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the General Disclosure Statement, the Disclosure Statement Order, or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

the Ontario Superior Court of Justice (Commercial List) granted an order (the "Disclosure Statement Recognition Order") that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

3. **Voting Record Date.** The Bankruptcy Court has approved October 9, 2013 as the voting record date (the "Voting Record Date") for purposes of determining (a) which holders of claims or equity interests are entitled to vote on the Competing Plans and (b) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.

4. **Voting Deadline.** If you held a claim against, or equity interest in, one of the LightSquared entities as of the Voting Record Date, and are entitled to vote on the Competing Plans, you have received a Ballot and voting instructions appropriate for your claim(s) or equity interest(s). The Bankruptcy Court has approved December 5, 2013 at 4:00 p.m. (prevailing Pacific time) as the deadline for voting on the Competing Plans (the "Voting Deadline"); provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Voting Deadline, the Voting Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). To be counted as votes to accept or reject any of the Competing Plans, all Ballots must be properly executed, completed, and delivered by (a) first class mail, (b) overnight courier, (c) personal delivery, (d) e-mail, or (e) facsimile, so that they are actually received no later than the Voting Deadline by Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"). The Ballots will clearly indicate the appropriate return address. Ballots returnable to the Claims and Solicitation Agent should be sent by (x) first class mail, overnight courier, or personal delivery to Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, (y) e-mail to LightSquaredBallots@kccllc.com, or (z) facsimile to (310) 776-8379. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Competing Plans.

5. **Objections to Competing Plans.** The Bankruptcy Court has established November 26, 2013, at 4:00 p.m. (prevailing Eastern time) as the deadline for filing and serving objections to the confirmation of the Competing Plans (the "Plan Objection Deadline"); provided, however, that in connection with the Auction, objections to LightSquared's selection of the highest and otherwise best bid must be filed by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the "Highest Bidder Objection Deadline"); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). Any objection to any of the Competing Plans must (a) be in writing, (b) conform to the Bankruptcy Rules, the Local Bankruptcy Rules, and the *Order Establishing Certain Notice, Case Management, and*

Administrative Procedures [Docket No. 121] (the "Case Management Order"), (c) state the name and address of the objecting party and the amount and nature of the claim or equity interest, (d) state with particularity the basis and nature of any objection to a Competing Plan, (e) propose a modification to the Competing Plan that would resolve such objection (if applicable), and (f) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served on (i) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq., (ii) the applicable Plan Proponent and its counsel, and (iii) each of the entities on the Master Service List (as defined in the Case Management Order and available on LightSquared's case website at http://www.kccllc.net/lightsquared).

6. **Confirmation Hearing**. A hearing to consider the confirmation of each of the Competing Plans (the "Confirmation Hearing") will commence on **December 10, 2013 at 10:00 a.m. (prevailing Eastern time)** before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the Bankruptcy Court. Please be advised that the Confirmation Hearing may be continued from time to time by the Bankruptcy Court without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the local rules of the Bankruptcy Court or otherwise. Please note that each Plan Proponent may modify its Competing Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing without further action by such Plan Proponent and without further notice to, or action, order, or approval of, the Bankruptcy Court or any other entity.

7. **Inquiries**. The Competing Plans, the Disclosure Statements, the Disclosure Statement Order, the Disclosure Statement Recognition Order, and certain other documents shall be mailed to holders of claims or equity interests entitled to vote on any of the Competing Plans in CD-ROM format. The Ballots and the Confirmation Hearing Notice only shall be provided in paper format. Any holder of a claim or equity interest that is entitled to vote on a Competing Plan may obtain a paper copy of the documents otherwise provided on CD-ROM by (a) calling LightSquared's restructuring hotline at (877) 499-4509, (b) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (c) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (d) e-mailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: http://www.nysb.uscourts.gov. The Claims and Solicitation Agent will (x) answer questions regarding the procedures and requirements for (i) voting to accept or reject any of the Competing Plans and (ii) objecting to the Competing Plans, (y) provide additional copies of all materials, and (z) oversee the voting tabulation.

8. **Temporary Allowance of Claims or Equity Interests for Voting Purposes.** Holders of claims or equity interests that are subject to a pending objection, or claims listed on LightSquared's Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), as of the Voting Record Date, solely to the extent that such disputed claims or equity interests are not otherwise allowed pursuant to the applicable Competing Plan, cannot vote on the Competing Plans; provided, however, that if the pending objection seeks only to "reduce" the amount of such claim or equity interest, such claim or equity interest may be voted in the undisputed amount. For the avoidance of doubt, no motion is required to be filed under Bankruptcy Rule 3018(a) with respect to any claim or equity interest

deemed allowed pursuant to a Competing Plan for purposes of such Competing Plan. Notwithstanding the foregoing, a holder of a claim or equity interest may vote a disputed portion of its claim or equity interest if one or more of the following events (each, a "Resolution Event") has taken place by November 27, 2013 (i.e., a date eight (8) calendar days prior to the Voting Deadline):

a. an order of the Bankruptcy Court is entered, after notice and a hearing, allowing such claim or equity interest pursuant to section 502(b) of the Bankruptcy Code;

b. an order of the Bankruptcy Court is entered, after notice and a hearing, temporarily allowing such claim or equity interest for voting purposes only pursuant to Bankruptcy Rule 3018(a);

c. LightSquared files amended Schedules that provide that the Disputed Claim is no longer contingent or unliquidated;

d. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party resolving the objection and allowing such claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court;

e. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party temporarily allowing the holder of such claim or equity interest to vote its claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; or

f. the pending objection to such claim or equity interest is voluntarily withdrawn by each objecting party.

No later than two (2) business days after a Resolution Event, the Claims and Solicitation Agent shall distribute a Solicitation Package to the relevant holder of such allowed or temporarily allowed claim or equity interest that has been allowed for voting purposes only (or for other purposes as set forth in an applicable order of the Bankruptcy Court) by such Resolution Event. All Ballots must be returned to the Claims and Solicitation Agent in accordance with the instructions on the Ballot(s) and by no later than the Voting Deadline.

9. **Settlement, Release, Exculpation, and Injunction Language in LightSquared Plan**. Please be advised that Article VIII of the LightSquared Plan contains the following settlement, release, exculpation, and injunction provisions:

ARTICLE VIII.D: RELEASES BY DEBTORS.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, the Wind Down Debtors, and the Estates from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and

liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors, the Wind Down Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the Sale, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the LightSquared Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence.

ARTICLE VIII.F: RELEASES BY HOLDERS OF CLAIMS AND EQUITY INTERESTS.

Except as otherwise specifically provided in the Plan, on and after the Effective Date, to the fullest extent permissible under applicable law, (1) each Released Party, (2) each present and former Holder of a Claim or Equity Interest, and (3) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including ex-officio members), officers, directors, principals, managers, trustees, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives (in each case in his, her, or its capacity as such) (each of the foregoing parties in (1), (2), and (3), a "Releasing Party") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, Claims, Equity Interests, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that each Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the Sale, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Debtors' Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released

Party that constitutes willful misconduct (including fraud) or gross negligence; provided, however, each present and former Holder of a Claim or Equity Interest abstaining from voting to accept or reject the Plan may reject the releases provided in the Plan by checking the box on the applicable Ballot indicating that such Holder opts not to grant the releases provided in the Plan.

ARTICLE VIII.E: EXCULPATION.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any exculpated Claim, except for willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Plan and the Sale, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

ARTICLE VIII.G: INJUNCTION.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Article VIII.D hereof or Article VIII.F hereof, discharged pursuant to Article VIII.A hereof, or are subject to exculpation pursuant to Article VIII.E hereof are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors or the Wind Down Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plan. Nothing in the Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the

Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors or Wind Down Debtors, as applicable, and any such Entity agree in writing that such Entity shall (1) waive all Claims against the Debtors, the Wind Down Debtors, and the Estates related to such action and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

A holder of a claim or equity interest that does not cast a vote with respect to the LightSquared Plan may reject the Third-Party Release provisions set forth in Article VIII.F thereof *only if* such holder (i) checks the box in Item 4 of a Ballot rejecting the Third-Party Release provisions set forth in Article VIII.F of the LightSquared Plan and (ii) submits such Ballot to the Claims and Solicitation Agent by no later than the Voting Deadline.

10. **Settlement, Release, Exculpation, and Injunction Language in Ad Hoc Secured Group Plan**. Please be advised that Article XIII of the Ad Hoc Secured Group Plan contains the following settlement, release, exculpation, and injunction provisions:

ARTICLE 13.1: RELEASES

(a) Releases by the LP Debtors. For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in this Plan or the Confirmation Order, as of the Effective Date, the LP Debtors, in their individual capacities and as debtors in possession shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the LP Debtors to enforce this Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Asset Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the LP Debtors, the parties released pursuant to this Section 13.1, the Chapter 11 Cases, this Plan or the Disclosure Statement, and that could have been asserted by or on behalf of the LP Debtors or their Estates, whether directly, indirectly, derivatively or in any representative or any other capacity.

(b) Releases by Holders of Claims and Equity Interests. Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim or Equity Interest voting to accept the Plan or conclusively presumed to accept the Plan; (iii) each holder of a Claim or Equity Interest abstaining from voting to accept or reject the Plan, unless such abstaining holder checks the box on the applicable Ballot indicating that such holder opts not to grant the releases provided in this Section 13.1; and (iv) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Equity Interests, in consideration for the obligations of the LP Debtors under this Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, and each Person (other than the LP Debtors) that has held, holds or may hold a Claim or Equity Interest, as applicable, will be deemed

to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under this Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with this Plan, including, without limitation, the Asset Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the LP Debtors, the LP Debtors' Chapter 11 Cases, the LP Sale, the transactions contemplated by the Asset Purchase Agreement, this Plan or the Disclosure Statement.

(c) Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for in this Section 13.1 shall not release any LP Debtor from any liability arising under (x) the Internal Revenue Code or any state, city or municipal tax code, or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in this Section 13.1 shall not release any (x) LP Debtor's claims, rights, or Causes of Action for money borrowed from or owed to an LP Debtor or its subsidiary by any of its directors, officers or former employees, as set forth in such LP Debtor's or subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against an LP Debtor or any of its officers, directors, or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

(d) Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases, or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date, or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases the LP Debtors from any environmental liability that an LP Debtor may have as an owner or operator of real property owned or operated by an LP Debtor on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than the LP Debtors; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

A vote to accept the Ad Hoc Group Plan constitutes an acceptance and consent to the Third-Party Release provisions set forth in Section 13.1(b) thereof. Similarly, a claim or equity interest conclusively presumed to accept the Ad Hoc Group Plan is deemed to accept and consent to the Third-Party Release provisions set forth in Section 13.1(b) thereof. A vote to reject the Ad Hoc Group Plan constitutes a rejection of the Third-Party Release provisions set forth in Section 13.1(b) thereof. A holder of a claim or equity interest that does not cast a vote with respect to the Ad Hoc Group Plan is deemed to accept and consent to the Third-Party Release provisions set

forth in Section 13.1(b) thereof *unless* such holder (i) checks the box in Item 4 of a Ballot rejecting the Third-Party Release provisions set forth in Section 13.1(b) of the Ad Hoc Secured Group Plan and (ii) submits such Ballot to the Claims and Solicitation Agent by no later than the Voting Deadline.

ARTICLE 13.2: EXCULPATION AND LIMITATION ON LIABILITY

None of the Released Parties shall have or incur any liability to any holder of any Claim or Equity Interest or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the LP Debtors' Chapter 11 Cases, the Asset Purchase Agreement, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of this Plan, the consummation of the Plan, or the implementation or administration of the Ad Hoc Secured Group Plan, the transactions contemplated by the Plan, or the property to be distributed under the Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation and confirmation of this Plan, except for fraud, willful misconduct or gross negligence as finally determined by a Final Order of the Bankruptcy Court, and, in all respects, the Released Parties shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the Plan.

ARTICLE 13.3: INJUNCTIONS

(a) Except as otherwise provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Equity Interests in the LP Debtors or their Estates are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the LP Debtors, their Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the LP Debtors, or their Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the LP Debtors, or their Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of

this Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; provided, however, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of this Plan; and provided, further, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Asset Purchase Agreement.

(b) By accepting distributions pursuant to this Plan, each holder of an Allowed Claim or Equity Interest will be deemed to have specifically consented to the injunctions set forth in this Section 13.3.

(c) The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Plan, including but not limited to the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released in Sections 13.1 and 13.2 of this Plan. Such injunction shall extend to successors of the LP Debtors and their respective properties and interests in property.

11. **Settlement, Release, Exculpation, and Injunction Language in One Dot Six Plan (i.e., U.S. Bank/MAST Plan).** Please be advised that Article X of the One Dot Six Plan contains the following settlement, release, exculpation, and injunction provisions:

ARTICLE X.A: RELEASES

(1) Releases by One Dot Six. For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity.

(2) Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for herein shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or

any state, city or municipal tax code or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in Article X.A.1 shall not release (x) One Dot Six's claims, right or Causes of Action for money borrowed from or owed to any of its subsidiaries by any of its directors, officers or former employees, as set forth in One Dot Six's or any such subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against One Dot Six or any of its officers, directors or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

(3) Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases One Dot Six from any environmental liability that One Dot Six may have as an owner or operator of real property owned or operated by One Dot Six on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than One Dot Six; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

ARTICLE X.B: EXCULPATION AND LIMITATION OF LIABILITY

None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the Purchase Agreement, the General Disclosure Statement or the Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the One Dot Six Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan.

ARTICLE X.C: INJUNCTION

(1) Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all

Persons who have held, hold or may hold Claims against One Dot Six or the One Dot Six Estate or Equity Interests in One Dot Six are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting One Dot Six, the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the One Dot Six Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the One Dot Six Plan; *provided, however*, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the One Dot Six Plan; and *provided, further*, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Purchase Agreement.

(2) The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the One Dot Six Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released in the One Dot Six Plan. Such injunction shall extend to successors of One Dot Six and its properties and interests in property.

12. **Settlement, Release, Exculpation, and Injunction Language in Harbinger Plan.** Please be advised that Article VIII of the Harbinger Plan contains the following settlement, release, exculpation, and injunction provisions:

Except as otherwise specifically provided in the Harbinger Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any exculpated Claim, except for willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Harbinger Plan. The Exculpated Parties have, and upon Confirmation of the Harbinger Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with

regard to the distributions of the Securities pursuant to the Harbinger Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Harbinger Plan or such distributions made pursuant to the Harbinger Plan.

Except as otherwise expressly provided in the Harbinger Plan or for obligations issued pursuant to the Harbinger Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been discharged pursuant to Article VIII.A of the Harbinger Plan or are subject to exculpation pursuant to Article VIII.D of the Harbinger Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors or the Reorganized Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Harbinger Plan. Nothing in the Harbinger Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors or Reorganized Debtors, as applicable, and any such Entity agree in writing that such Entity shall: (1) waive all Claims against the Debtors, the Reorganized Debtors, and the Estates related to such action; and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE COMPETING PLANS, INCLUDING THE SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: [_____], 2013
New York, New York

BY ORDER OF THE COURT

Matthew S. Barr
Steven Z. Szanzer

Karen Gartenberg
MILBANK, TWEED, HADLEY & M^{c}CLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000

Counsel to Debtors and Debtors in Possession

Schedule 4

Notice of Non-Voting Status – Unimpaired or Unclassified Claim

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

NOTICE OF NON-VOTING STATUS WITH RESPECT TO UNCLASSIFIED OR UNIMPAIRED CLASSES PRESUMED TO ACCEPT COMPETING PLANS

PLEASE TAKE NOTICE that on [_____], 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the (a) *First Amended General Disclosure Statement* [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), (b) *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "LightSquared Specific Disclosure Statement"), (c) *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Ad Hoc Secured Group Disclosure Statement"), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914] (as may be

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "U.S. Bank/MAST Specific Disclosure Statement"), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Specific Disclosure Statement" and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the "Disclosure Statements") and (ii) authorized the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a "Competing Plan") that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.[2] On [_____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order (the "Disclosure Statement Recognition Order") that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada. **A hearing to consider the confirmation of each of the Competing Plans (the "Confirmation Hearing") will commence on December 10, 2013 at 10:00 a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").**

PLEASE TAKE FURTHER NOTICE that the Disclosure Statements, Disclosure Statement Order, the Disclosure Statement Recognition Order, the Competing Plans, and other documents and materials included in the Solicitation Package may be obtained by contacting Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"), by (i) calling LightSquared's restructuring hotline at (877) 499-4509, (ii) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (iii) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (iv) e-mailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: http://www.nysb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because, pursuant to the terms of each of the Competing Plans and the applicable provisions of the Bankruptcy Code, your claim(s) against, or equity interest(s) in, LightSquared is/are either unclassified or unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are conclusively presumed to have accepted such Competing Plan(s). Accordingly, you are **not entitled to vote on such Competing Plan(s)**, and this notice and the *Confirmation Hearing Notice* are being sent to you for informational purposes only.

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the General Disclosure Statement, the Disclosure Statement Order, or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

PLEASE TAKE FURTHER NOTICE that, if you have any questions about the status of your claim(s) or equity interest(s), you should contact the Claims and Solicitation Agent in accordance with the instructions provided above.

Dated: [_____], 2013
New York, New York

BY ORDER OF THE COURT

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

Counsel to Debtors and Debtors in Possession

Schedule 5

Notice of Non-Voting Status - Disputed Claim

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE that on [_____], 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the (a) *First Amended General Disclosure Statement* [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), (b) *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "LightSquared Specific Disclosure Statement"), (c) *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Ad Hoc Secured Group Disclosure Statement"), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914] (as may be further amended or supplemented from time to time, and including all exhibits and supplements

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

thereto, the "U.S. Bank/MAST Specific Disclosure Statement"), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Specific Disclosure Statement" and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the "Disclosure Statements") and (ii) authorized the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a "Competing Plan") that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.[2] On [_____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order (the "Disclosure Statement Recognition Order") that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada. **A hearing to consider the confirmation of each of the Competing Plans will commence on December 10, 2013 at 10:00 a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").**

PLEASE TAKE FURTHER NOTICE that the Disclosure Statements, Disclosure Statement Order, the Disclosure Statement Recognition Order, the Competing Plans, and other documents and materials included in the Solicitation Package may be obtained by contacting Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"), by (i) calling LightSquared's restructuring hotline at (877) 499-4509, (ii) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (iii) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (iv) e-mailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: http://www.nysb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because you are the holder of a claim or equity interest that is subject to a pending objection or is listed on LightSquared's Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims). Holders of claims or equity interests that are subject to a pending objection, or claims listed on LightSquared's Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), as of the Voting Record Date, solely to the extent that such disputed claims or equity interests are not otherwise allowed pursuant to the applicable Competing Plan, cannot vote on the Competing Plans; provided,

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the General Disclosure Statement, the Disclosure Statement Order, or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

however, that if the pending objection seeks only to "reduce" the amount of such claim or equity interest, such claim or equity interest may be voted in the undisputed amount. For the avoidance of doubt, no motion is required to be filed under Bankruptcy Rule 3018(a) with respect to any claim or equity interest deemed allowed pursuant to a Competing Plan for purposes of such Competing Plan. Notwithstanding the foregoing, a holder of a claim or equity interest may vote a disputed portion of its claim or equity interest if one or more of the following events (each, a "Resolution Event") has taken place by November 27, 2013 (i.e., a date eight (8) calendar days prior to the Voting Deadline):

(i) an order of the Bankruptcy Court is entered, after notice and a hearing, allowing such claim or equity interest pursuant to section 502(b) of the Bankruptcy Code;

(ii) an order of the Bankruptcy Court is entered, after notice and a hearing, temporarily allowing such claim or equity interest for voting purposes only pursuant to Bankruptcy Rule 3018(a);

(iii) LightSquared files amended Schedules that provide that the Disputed Claim is no longer contingent or unliquidated;

(iv) a stipulation or other agreement between the holder of such claim or equity interest and each objecting party resolving the objection and allowing such claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court;

(v) a stipulation or other agreement between the holder of such claim or equity interest and each objecting party temporarily allowing the holder of such claim or equity interest to vote its claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; or

(vi) the pending objection to such claim or equity interest is voluntarily withdrawn by each objecting party.

Accordingly, this notice and the *Confirmation Hearing Notice* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that, if a Resolution Event occurs, then no later than two (2) business days thereafter, the Claims and Solicitation Agent shall distribute to you a Solicitation Package. You must return your Ballot(s) to the Claims and Solicitation Agent in accordance with the instructions on the Ballot(s) and **by no later than the Voting Deadline (i.e., December 5, 2013 at 4:00 p.m. (prevailing Pacific time), unless otherwise extended pursuant to the Disclosure Statement Order)**.

PLEASE TAKE FURTHER NOTICE that, if you have any questions about the status of your claims or equity interests, you should contact the Claims and Solicitation Agent in accordance with the instructions provided above.

Dated: [_____], 2013
New York, New York

BY ORDER OF THE COURT

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

Schedule 6

Contract and Lease Counterparties Notice

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

NOTICE TO CONTRACT AND LEASE COUNTERPARTIES

PLEASE TAKE NOTICE that on [_____], 2013, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the "Disclosure Statement Order") that, among other things, (i) approved the adequacy of the (a) *First Amended General Disclosure Statement* [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "General Disclosure Statement"), (b) *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "LightSquared Specific Disclosure Statement"), (c) *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Ad Hoc Secured Group Disclosure Statement"), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "U.S. Bank/MAST Specific Disclosure Statement"), and (e) *Specific Disclosure*

[1] The debtors in these Chapter 11 Cases (as defined below), 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 10802 Parkridge Boulevard, Reston, VA 20191.

Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Specific Disclosure Statement" and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the "Disclosure Statements") and (ii) authorized the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a "Competing Plan") that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.[2] On [_____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order (the "Disclosure Statement Recognition Order") that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

YOU ARE RECEIVING THIS NOTICE because you or one of your affiliates is a counterparty to an executory contract or an unexpired lease with LightSquared.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Competing Plans and the Disclosure Statement Order, **your status as counterparty to an executory contract or an unexpired lease, in and of itself, does not entitle you to vote on any of the Competing Plans at this time**. Accordingly, this notice and the Confirmation Hearing Notice are being sent to you for informational purposes only. If you are entitled to vote, you will receive a Ballot and voting instructions.

To Assumed Contract/Lease Counterparties: LightSquared may *assume*, or *assume and assign*, the executory contract(s) or unexpired lease(s) to which you are a counterparty. LightSquared has conducted a review of its books and records and has determined that the cure amount for unpaid monetary obligations under the contract(s) or lease(s) to which you are a counterparty is $**[AMOUNT]** (the "Cure Obligation"). If you object to the proposed assumption or assumption and assignment, or disagree with the proposed Cure Obligation, you must file an objection with the Bankruptcy Court and serve it on LightSquared and the Plan Proponents, so as to be received **no later than on November 29, 2013 at 4:00 p.m. (prevailing Eastern time)**; provided, however, that any objection by a counterparty to an executory contract or unexpired lease solely to a proposed assignee's financial wherewithal must be filed, served, and actually received by the appropriate notice parties no later than 11:59 p.m. (prevailing Eastern time) on December 6, 2013 (the "Financial Wherewithal Objection Deadline"); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the General Disclosure Statement, the Disclosure Statement Order, or the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892] (the "Bid Procedures Order"), as applicable.

website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Financial Wherewithal Objection Deadline, the Financial Wherewithal Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). Any counterparty to an executory contract or unexpired lease that fails to object timely to the potential assumption, or assumption and assignment, or Cure Obligation will be deemed to have assented to such assumption or Cure Obligation.

PLEASE TAKE FURTHER NOTICE that **a hearing (the "Confirmation Hearing") to consider the confirmation of each of the Competing Plans will commence on December 10, 2013 at 10:00 a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York.** The deadline for filing objections to any Competing Plan is 4:00 p.m. (prevailing Eastern time) on November 26, 2013; provided, however, that objections to LightSquared's selection of the highest and otherwise best bid only must be filed, served, and received by the below mentioned parties by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the "Highest Bidder Objection Deadline"); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared's restructuring website at: http://www.kccllc.net/lightsquared at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). Any objection to a Competing Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules, Local Bankruptcy Rules, and *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 121] (the "Case Management Order"); (iii) state the name and address of the objecting party and the amount and nature of the claim or equity interest of such entity; (iv) state with particularity the basis and nature of any objection to the Competing Plan and, if practicable, a proposed modification to the Competing Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served on Milbank, Tweed, Hadley & M^{c}Cloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq., and each of the entities on the Master Service List (as defined in the Case Management Order and available on LightSquared's case website at http://www.kccllc.net/lightsquared).

PLEASE TAKE FURTHER NOTICE that neither the exclusion nor inclusion of any contract or lease on the Contract and Lease Counterparties Notice, the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order), nor anything contained in any Competing Plan, shall constitute an admission by any Plan Proponent that any such contract or lease is or is not, in fact, an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code. Further, the inclusion of any contract or lease on the Contract and Lease Counterparties Notice or the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) does not ultimately establish that such contract or lease shall be assumed, or assumed and assigned, as each Plan Proponent expressly reserves the right to alter, amend, modify, or supplement the Contract and Lease Counterparties Notice at any time prior to the effective date of, and in accordance with, the applicable Competing Plan.

PLEASE TAKE FURTHER NOTICE that if you did not receive, and would like to obtain, a Solicitation Package or the Disclosure Statements (and exhibits, including the Competing Plans), or if you have questions or need additional information, you may contact Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"), by: (i) calling LightSquared's restructuring hotline at (877) 499-4509, (ii) visiting LightSquared's restructuring website at: http://www.kccllc.net/lightsquared, (iii) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (iv) e-mailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: http://www.nysb.uscourts.gov.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT THE CLAIMS AND SOLICITATION AGENT AT (877) 499-4509.

Dated: [_____], 2013
New York, New York

BY ORDER OF THE COURT

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

Counsel to Debtors and Debtors in Possession

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
(OCTOBER 17, 2013)

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario
M5K 0A1

R. Shayne Kukulowicz / Jane O. Dietrich /
Kate H. Stigler
LSUC No.: 30729S / 49302U/ 53858S
Tel: 416 863-4740 /863-4467 /862-3482
Fax: (416) 863-4592
Email: shayne.kukulowicz@dentons.com
jane.dietrich@dentons.com
kate.stigler@dentons.com

Lawyers for the Chapter 11 Debtors.

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TAB E

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Exhibit "**E**" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., **Province of Ontario**
for Dentons Canada LLP
Barristers and Solicitors. **Expires June 7, 2016**

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Docket #1686 Date Filed: 8/7/2014

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

JOINT PLAN PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE PROPOSED BY DEBTORS AND AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS

Dated: New York, New York
August 7, 2014

MILBANK, TWEED, HADLEY & M^{C}CLOY LLP
One Chase Manhattan Plaza
New York, New York 10005
(212) 530-5000
Counsel for Debtors and Debtors in Possession

WHITE & CASE LLP
1155 Avenue of the Americas
New York, New York 10036
(212) 819-8200
Counsel for Ad Hoc Secured Group of LightSquared LP Lenders

[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 10802 Parkridge Boulevard, Reston, VA 20191.

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INTRODUCTION

LightSquared Inc., LightSquared LP, and the other Debtors in the Chapter 11 Cases, with the authority, and at the direction, of the Special Committee, together with the Ad Hoc LP Secured Group, collectively as the Plan Proponents, hereby respectfully propose the following joint chapter 11 plan for the resolution of outstanding Claims against, and Equity Interests in, the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, and projections of future operations, as well as a summary and description of the Plan and certain related matters. The Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw this Plan (in accordance with the terms hereof), prior to its substantial consummation, including withdrawal of the Plan as to the Inc. Debtors pursuant to Article IV.U hereof.

Among other things, the Plan provides for the potential satisfaction in full of senior secured claims against the Debtors and offers a compromised treatment for Prepetition LP Facility SPSO Claims that would avoid costly litigation with respect to subordination of such Claims. The Plan also provides for potential recoveries to junior stakeholders through an Auction of the New LightSquared Common Equity that is otherwise distributable to Holders of Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition LP Facility SPSO Claims (if applicable), and Allowed Prepetition Inc. Facility Non-Subordinated Claims (if applicable), if such Claims (and Allowed DIP Facility Claims) are first satisfied in full, in Cash, from the proceeds of the Auction.

The Plan Proponents believe that the Plan is currently the highest and best restructuring offer available to the Debtors that will maximize the value of the Estates for the benefit of the Debtors' creditors and equityholders. Moreover, it is the only restructuring proposal that avoids a value-minimizing liquidation, and is the only path currently available for the Debtors to successfully exit the Chapter 11 Cases.

ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "**Accrued Professional Compensation Claims**" means, at any given moment, all accrued fees and expenses (including success fees) for services rendered by all Professionals through and including the Effective Date, to the extent such fees and expenses have not been paid and regardless of whether a fee application has been Filed for such fees and expenses, but in all events subject to estimation as provided in Article VII.C hereof. To the extent that the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claim.

2. "**Ad Hoc LP Secured Group**" means that certain ad hoc group of Prepetition LP Lenders, comprised of holders, advisors or affiliates of advisors to holders, or managers of various accounts with investment authority, contractual authority, or voting authority, of the loans under the Prepetition LP Credit Agreement, which, for the avoidance of doubt, shall exclude SPSO.

3. "**Ad Hoc LP Secured Group Advisors**" means White & Case LLP, as counsel to the Ad Hoc LP Secured Group, and Blackstone Advisory Partners L.P., as financial advisor to the Ad Hoc LP Secured Group.

4. "**Ad Hoc LP Secured Group Fee Claims** " means all Claims for: (a) the reasonable documented fees and expenses of the Ad Hoc LP Secured Group Advisors and [(b) reasonable out-of-pocket expenses incurred by each member of the Ad Hoc LP Secured Group in their capacities as such, including the reasonable documented fees and expenses of LightSquared LP Lender Advisors.]

5. "**Administrative Claim**" means a Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (including wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses pursuant to sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and ending on the Effective Date, including Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code, including the U.S. Trustee Fees; (d) the DIP Claims; (e) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; (f) any and all KEIP Payments; (g) the Break-Up Fee or Expense

Reimbursement; provided, however, that no party shall be entitled to, or receive (nor shall any reserve be required on account of), any Break-Up Fee or Expense Reimbursement; (h) the Ad Hoc LP Secured Group Fee Claims; and (i) any fees and expenses that are earned and payable pursuant to the New DIP Facilities, the New LightSquared Working Capital Facility, the Plan, and the other Plan Documents.

6. "**Administrative Claims Bar Date** " means the deadline for filing requests for payment of Administrative Claims, which shall be thirty (30) days after the Effective Date.

7. "**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code.

8. "**Allowed**" means, with respect to Claims, any Claim that (a) is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code or a Final Order, (b) is listed on the Schedules as of the Effective Date as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed, (c) has been compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtors by a Final Order, or (d) is Allowed pursuant to the Plan or a Final Order; provided, however, that with respect to any Claim described in clauses (a) or (b) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to any Claim, no objection to the allowance thereof, request for estimation, motion to deem the Schedules amended, or other challenge (including the commencement of an adversary proceeding against a Holder of a Claim) has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, if any, or such a challenge is so interposed and the Claim shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed on the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtors or Reorganized Debtors, as applicable. In addition, "**Allowed**" means, with respect to any Equity Interest, such Equity Interest is reflected as outstanding (other than any such Equity Interest held by any Debtor or any subsidiary of a Debtor) in the stock transfer ledger or similar register of the applicable Debtor on the Distribution Record Date and is not subject to any objection or challenge.

9. "**Alternative Successful Purchaser**" has the meaning set forth in the Auction Procedures.

10. "**Assets**" means all rights, titles, and interest of the Debtors of any nature in property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.

11. "**Auction**" means the auction of New LightSquared Common Equity to be conducted in accordance with the Plan and the Auction Procedures.

12. "**Auction Procedures**" means the process and procedures for conducting the Auction, which procedures will be filed with the Plan Supplement, and shall be approved by the Bankruptcy Court in connection with Confirmation of the Plan.

13. "**Auction Proceeds**" means all net Cash proceeds and other consideration deliverable to the Debtors upon consummation of the Auction in accordance with the Plan, the Auction Procedures, and the Confirmation Order.

14. "**Avoidance Actions**" means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547-553, and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

15. "**Ballot**" means the ballot upon which Holders of Claims or Equity Interests entitled to vote shall cast their vote to accept or reject the Plan.

16. "**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, as may be amended from time to time.

17. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under section 157 of the Judicial Code or the General Order of the District Court pursuant to section 151 of the Judicial Code, the United States District Court for the Southern District of New York.

18. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

19. "**Board**" means the initial board of directors or managers of New LightSquared.

20. "**Break-Up Fee**" has the meaning set forth in the Prior Bid Procedures Order.

21. "**Business Day**" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

22. "**Canadian Court**" means the Ontario Superior Court of Justice (Commercial List) having jurisdiction over the proceedings commenced by LightSquared LP, in its capacity as foreign representative of the Debtors, pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36.

23. "**Cash**" means the legal tender of the United States of America or the equivalent thereof.

24. "**Causes of Action**" means any claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever,

known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Cause of Action also includes, without limitation, the following: (a) any right of setoff, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions; and (f) any cause of action listed on the Schedule of Retained Causes of Action.

25. "**Certificate**" means any instrument evidencing a Claim or an Equity Interest.

26. "**Chapter 11 Cases**" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

27. "**Claim**" means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

28. "**Claims and Solicitation Agent**" means Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by the Debtors in the Chapter 11 Cases.

29. "**Claims Bar Date**" means, with reference to a Claim, the date by which Proofs of Claim must be or must have been Filed with respect to such Claim, as ordered by the Bankruptcy Court pursuant to the Claims Bar Date Order or another Final Order of the Bankruptcy Court.

30. "**Claims Bar Date Order**" means the *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* [Docket No. 266].

31. "**Claims and Equity Interests Objection Bar Date**" means the deadline for objecting to a Claim or Equity Interest, which shall be on the date that is the later of (a) six (6) months after the Effective Date and (b) such later period of limitation as may be specifically fixed by an order of the Bankruptcy Court.

32. "**Claims Register**" means the official register of Claims maintained by the Claims and Solicitation Agent.

33. "**Class**" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

34. "**Collateral**" means any property or interest in property of the Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

35. "**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

36. "**Confirmation Date**" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

37. "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court on the Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

38. "**Confirmation Hearing Date**" means the date of the commencement of the Confirmation Hearing.

39. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, in form and substance satisfactory to the Plan Proponents.

40. "**Confirmation Recognition Order** " means an order of the Canadian Court, which shall be in form and substance acceptable to the Plan Proponents, recognizing the entry of the Confirmation Order and vesting in the Reorganized Debtors all of the Debtors' rights, titles, and interest in and to the Assets that are owned, controlled, regulated, or situated in Canada, free and clear of all Liens, Claims, charges, interests, or other encumbrances, in accordance with applicable law.

41. "**Consummation**" means the occurrence of the Effective Date.

42. "**Cure Costs**" means all amounts (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed, or assumed and assigned, by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

43. "**D&O Liability Insurance Policies**" means all insurance policies of any of the Debtors for directors', managers', and officers' liability.

44. "**Debtor**" means one of the Debtors, in its individual capacity as a debtor in these Chapter 11 Cases.

45. "**Debtors**" means, collectively, the Inc. Debtors and the LP Debtors.

46. "**DIP Claim**" means a DIP Inc. Facility Claim, a DIP LP Facility Claim, or a New DIP Facility Claim.

47. "**DIP Facilities**" means, collectively, the DIP Inc. Facility, the DIP LP Facility, and the New DIP Facilities.

48. "**DIP Inc. Agent** " means U.S. Bank National Association, as Arranger, Administrative Agent, and Collateral Agent under the DIP Inc. Credit Agreement.

49. "**DIP Inc. Borrower**" means One Dot Six Corp., as borrower under the DIP Inc. Credit Agreement.

50. "**DIP Inc. Credit Agreement**" means that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the DIP Inc. Obligors, the DIP Inc. Agent, and the DIP Inc. Lenders.

51. "**DIP Inc. Facility**" means that certain debtor in possession credit facility provided in connection with the DIP Inc. Credit Agreement and DIP Inc. Order.

52. "**DIP Inc. Facility Claim**" means a Claim held by the DIP Inc. Agent or DIP Inc. Lenders arising under or related to the DIP Inc. Facility, including, without limitation, all principal, interest, and default interest, but excluding fees and expenses provided for thereunder, which shall be paid by the Debtors in accordance with the DIP Inc. Order.

53. "**DIP Inc. Guarantors**" means LightSquared Inc., One Dot Four Corp., and One Dot Six TVCC Corp., as guarantors under the DIP Inc. Credit Agreement.

54. "**DIP Inc. Lenders**" means the lenders party to the DIP Inc. Credit Agreement from time to time.

55. "**DIP Inc. Obligors**" means the DIP Inc. Borrower and the DIP Inc. Guarantors.

56. "**DIP Inc. Order**" means 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] (as amended, supplemented, or modified from time to time in accordance with the terms thereof).

57. "**DIP LP Borrower**" means LightSquared LP, as borrower under the DIP LP Facility.

58. "**DIP LP Facility**" means that certain debtor in possession credit facility provided in connection with the DIP LP Order and related documents.

59. "**DIP LP Facility Claim**" means a Claim held by the DIP LP Lenders arising under or related to the DIP LP Facility, including, without limitation, all principal, interest, default interest, and fees provided for thereunder.

60. "**DIP LP Guarantors**" means each existing and future, direct or indirect, subsidiary of LightSquared LP, as guarantors under the DIP LP Facility.

61. "**DIP LP Lenders**" means the lenders under the DIP LP Facility from time to time.

62. "**DIP LP Order**" means the *Final Order (A) Authorizing LP DIP Obligors To Obtain Fifth Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay* [Docket No. 1681] (as amended, supplemented, or modified from time to time in accordance with the terms thereof).

63. "**Disbursing Agent**" means, for purposes of making distributions under the Plan, New LightSquared or such other Entity designated by the Plan Proponents or New LightSquared, as applicable.

64. "**Disclosure Statement**" means, collectively, (a) the First Amended General Disclosure Statement [Docket No. 918] and (b) the Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders [Docket No. ___] (as either may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, in each case, subject to the prior consent of the Ad Hoc LP Secured Group, which consent shall not be unreasonably withheld).

65. "**Disclosure Statement Order**" means the order entered by the Bankruptcy Court in the Chapter 11 Cases, in form and substance reasonably acceptable to the Plan Proponents, (a) approving the Disclosure Statement as containing adequate information required under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, and (b) authorizing the use of the Disclosure Statement for soliciting votes on the Plan.

66. "**Disclosure Statement Recognitio n Order**" means the order of the Canadian Court, which shall be in form and substance acceptable to the Plan Proponents, recognizing the entry of the Disclosure Statement Order.

67. "**Disputed**" means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed.

68. "**Disputed Claims an d Equity Interes ts Reserve**" means applicable Plan Consideration from the Plan Consideration Carve-Out to be held in reserve by the Reorganized Debtors for the benefit of each Holder of a Disputed Claim or Equity Interest, in an amount equal to the Plan Distributions such Disputed Claim or Equity Interest would be entitled to on the Effective Date if such Disputed Claim or Equity Interest were Allowed in its full amount on the Effective Date. Plan Consideration to be reserved on account of any Disputed Claims or Equity Interests in Classes 5C, 7, 10, 11, 12, 13, and 14, and payable on account of any such Claims or Equity Interests that are later Allowed, shall be derived solely from Excess Auction Proceeds.

69. "**Distribution Record Date**" means (a) the New DIP Facilities Closing Date for all New DIP Facility Claims and (b) the Voting Record Date for all other Claims and Equity Interests.

70. "**Effective Date**" means a date selected by the Plan Proponents that shall be a Business Day that is no later than five (5) days after all of the conditions precedent set forth in Article IX.B of the Plan have been satisfied or waived (to the extent such conditions can be waived).

71. "**Eligible Transferee**" means any Person that is not a Prohibited Transferee.

72. "**Employee Settlement Agreement**" means that certain Settlement Agreement, by and among LightSquared Inc., on behalf of itself and each of its Debtor Affiliates, Harbinger, and Mr. Sanjiv Ahuja, approved by the Bankruptcy Court pursuant to the *Order, Pursuant to Sections 105(a) and 365(a) of Bankruptcy Code and Bankruptcy Rules 6006, 9014, and 9019, (a) Approving Settlement Agreement Regarding Employment Agreement Claims, (b) Rejecting Employment Documents, and (c) Authorizing Any and All Actions Necessary To Consummate Settlement Agreement* [Docket No. 223].

73. "**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code.

74. "**Equity Interest**" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including any issued or unissued share of common stock, preferred stock, or other instrument evidencing an ownership interest in a Debtor, whether or not transferable, including membership interests in limited liability companies and partnership interests in partnerships, and any option, warrant or right, contractual or otherwise, to acquire any such interest in a Debtor that existed immediately prior to the Effective Date, any award of stock options, restricted stock units, equity appreciation rights, restricted equity, or phantom equity granted to an existing employee of the Debtors pursuant to any equity plan maintained by the Debtors or under any existing employment agreement of the Debtors' existing employees, any Existing Shares, and any Claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

75. "**Ergen Action**" means the Ergen Adversary Proceeding, the case captioned *Harbinger Capital Partners LLC, HGW US Holding Company LP, Blue Line DZM Corp., and Harbinger Capital Partners SP, LLC v. Charles W. Ergen, Dish Network Corporation, L-Band Acquisition LLC, SP Special Opportunities LLC, Special Opportunities Holdings LLC, Sound Point Capital Management LP, and Stephen Ketchum*, No. 14-01907 (D. Co. filed July 8, 2014), and, as to each of the foregoing, any claims or actions pertaining or related to the allegations set forth therein as they may relate to Charles W. Ergen, SPSO, DISH Network Corporation, EchoStar Corporation, L-Band Acquisition LLC, Special Opportunities Holdings LLC, Sound Point Capital Management LP, Stephen Ketchum, and their respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members, or representatives.

76. "**Ergen Adversary Proceeding**" means the adversary proceeding under the caption *LightSquared Inc. v. SP Special Opportunities LLC (In re LightSquared Inc.)*, Case No. 12-12080 (SCC), Adv. Proc. No. 13-01390 (SCC) (Bankr. S.D.N.Y. 2013).

77. "**Estate**" means the bankruptcy estate of any Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

78. "**Excess Auction Proceeds**" means all Auction Proceeds remaining, if any, after payment in full, in Cash, of all Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition Inc. Facility Non-Subordinated Claims, Allowed Prepetition LP Facility SPSO Claims, and Allowed New DIP Facility Claims, pursuant to and in accordance with Articles III.B and IV.C hereof.

79. "**Excess Inc. Auction Proceeds**" means Excess Auction Proceeds allocated to the Inc. Debtors by Final Order of the Bankruptcy Court, plus any Excess LP Auction Proceeds remaining, if any, after payment in full of all Allowed Prepetition LP Facility SPSO Subordinated Claims (if any) and Allowed Existing LP Preferred Units Equity Interests.

80. "**Excess LP Auction Proceeds**" means Excess Auction Proceeds allocated to the LP Debtors by Final Order of the Bankruptcy Court.

81. "**Exculpated Party**" means a Released Party.

82. "**Executory Contract**" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

83. "**Existing Inc. Common Stock**" means the Equity Interests in LightSquared Inc. (other than the Existing Inc. Preferred Stock). For the avoidance of doubt, Existing Inc. Common Stock includes the common equity interest in LightSquared Inc. Allowed pursuant to the Employee Settlement Agreement.

84. "**Existing Inc. Preferred Stock**" means the Existing Inc. Series A Preferred Stock and Existing Inc. Series B Preferred Stock.

85. "**Existing Inc. Series A Preferred Stock**" means the outstanding shares of Convertible Series A Preferred Stock issued by LightSquared Inc.

86. "**Existing Inc. Series B Preferred Stock**" means the outstanding shares of Convertible Series B Preferred Stock issued by LightSquared Inc.

87. "**Existing LP Common Units**" means the outstanding common units issued by LightSquared LP.

88. "**Existing LP Preferred Units**" means the outstanding non-voting Series A Preferred Units issued by LightSquared LP.

89. "**Existing Shares**" means all Equity Interests related to Existing Inc. Common Stock, Existing Inc. Preferred Stock, Existing LP Common Units, Existing LP Preferred Units, and Intercompany Interests.

90. "**Expense Reimbursement**" has the meaning set forth in the Prior Bid Procedures Order.

91. "**FCC**" means the Federal Communications Commission.

92. "**Federal Judgment Rate**" means the federal judgment rate in effect as of the Petition Date.

93. "**File**," "**Filed**," or "**Filing**" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

94. "**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, including the Canadian Court, with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or under the Ontario Rules of Civil Procedure, may be Filed relating to such order shall not prevent such order from being a Final Order; provided, further, that the Plan Proponents reserve the right to waive any appeal period.

95. "**General Unsecured Claim**" means any Claim against any of the Debtors that is not one of the following Claims: (a) Administrative Claim; (b) Priority Tax Claim; (c) DIP Claim; (d) Other Priority Claim; (e) Other Secured Claim; (f) Prepetition Inc. Facility Claim; (g) Prepetition LP Facility Non-SPSO Claim; (h) Prepetition LP Facility SPSO Claim; (i) Prepetition LP Facility SPSO Subordinated Claim (if any); (j) Inc. Convenience Claim; or (k) Intercompany Claim.

96. "**Governmental Unit**" has the meaning set forth in section 101(27) of the Bankruptcy Code.

97. "**GPS Industry**" means Deere & Company, Garmin International, Inc., Trimble Navigation Limited, the U.S. GPS Industry Council, the Coalition to Save Our GPS, and any of their related entities or Affiliates or any of their successors and assigns.

98. "**Harbinger**" means Harbinger Capital Partners, LLC, its affiliated and managed funds, and any affiliated Persons thereof.

99. "**Harbinger Litigation Action**" shall mean an action (including, without limitation, by motion or adversary proceeding before the Bankruptcy Court) brought by any of the Plan Proponents to stay, bar, enjoin, preclude, or otherwise limit Harbinger and/or any of its Affiliates from asserting against the GPS Industry and/or the United States of America any claim or Cause of Action that is, or directly affects, any property of one or more of the Debtors' Estates or the Reorganized Debtors.

100. "**Harbinger Litigation Determination**" means a determination, by order or other judgment of the Bankruptcy Court or other court of competent jurisdiction, that stays, bars, enjoins, precludes, or otherwise limits Harbinger and/or any of its Affiliates from asserting against the GPS Industry and/or the United States of America any claim or Cause of Action that is or directly affects any property of one or more of the Debtors' Estates or the Reorganized Debtors.

101. "**Holder**" means the Entity holding the beneficial interest in a Claim or Equity Interest.

102. "**Impaired**" means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is not Unimpaired.

103. "**Inc. Convenience Claim**" means any General Unsecured Claim asserted against an Inc. Debtor that is in an amount equal to or less than $65,000.

104. "**Inc. Debtors**" means, collectively, LightSquared Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, and One Dot Six TVCC Corp.

105. "**Inc. General Unsecured Claim**" means any General Unsecured Claim asserted against an Inc. Debtor.

106. "**Inc. Other Priority Claim**" means any Other Priority Claim asserted against an Inc. Debtor.

107. "**Inc. Other Secured Claim**" means any Other Secured Claim asserted against an Inc. Debtor.

108. "**Industry Canada**" means the Canadian Federal Department of Industry, or any successor or any department or agency thereof, administering the Radiocommunication Act (Canada), among other statutes, including its staff acting under delegated authority, and includes the Minister of Industry (Canada) and the Commissioner of Competition (Canada).

109. "**Inmarsat Cooperation Agreement**" means that certain Amended and Restated Cooperation Agreement, dated as of August 6, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and between LightSquared LP, SkyTerra (Canada) Inc., LightSquared Inc., and Inmarsat Global Limited.

110. "**Inmarsat Cooperation Agreement Determination**" means a determination, by order or other judgment of the Bankruptcy Court, which shall be acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the LP Debtors, that, as between the Debtors and their Affiliates, LightSquared LP and SkyTerra (Canada) Inc. are the sole beneficiaries of the Inmarsat Cooperation Agreement, and the Inc. Debtors do not hold any beneficial interest in the Inmarsat Cooperation Agreement.

111. "**Intercompany Claim**" means any Claim against a Debtor held by another Debtor or a non-Debtor Affiliate.

112. "**Intercompany Contract**" means any agreement, contract, or lease, all parties to which are Debtors.

113. "**Intercompany Interest**" means any Equity Interest in a Debtor held by another Debtor, including the Existing LP Common Units.

114. "**Interim Compensation Order**" means the Order Authorizing and Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals [Docket No. 122], as may have been modified by a Bankruptcy Court order approving the retention of the Professionals.

115. "**Judicial Code**" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

116. "**KEIP Payments**" means any and all amounts payable under (a) the Debtors' key employee incentive plan approved by the Bankruptcy Court pursuant to the *Order Approving LightSquared's Key Employee Incentive Plan* [Docket No. 394] or (b) any amended, supplemented, or other employee incentive plan of the Debtors approved pursuant to an order of the Bankruptcy Court.

117. "**License Modification Application**" has the meaning set forth in the Disclosure Statement.

118. "**Lien**" has the meaning set forth in section 101(37) of the Bankruptcy Code.

119. ["**LightSquared LP Lender Advisors** " means counsel to a LightSquared LP lender that is a member of the Ad Hoc LP Secured Group (but does not include the Ad Hoc LP Secured Group Advisors).]

120. "**Litigation Determination**" means a determination, by order or other judgment of the Bankruptcy Court, which shall be acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the Debtors, (a) addressing whether (i) any of the claims and Causes of Action asserted in the proceedings captioned *LightSquared Inc. v. Deere & Company (In re LightSquared Inc.)*, Case No. 12-12080 (SCC), Adv. Proc. No. 13-01670 (SCC) (Bankr. S.D.N.Y. 2013), *LightSquared Inc. v. Deere & Company*, Case No. 13-cv-08157 (RMB) (S.D.N.Y. 2013), and *Harbinger Capital Partners, LLC, et al. v. United States of America*, Civil Action No. 14-cv-00597 (Fed. Cl. 2014), and (ii) any other identified claims and Causes of Action that may be asserted against the GPS Industry and/or the United States of America relating in any way to the Debtors' FCC licenses and authorizations or the use of the spectrum rights conferred thereby, are property of one or more of the LP Debtors' Estates and (b) providing that all other Persons (including, without limitation, Harbinger and its non-Debtor affiliates) shall be stayed, barred, enjoined, precluded, or otherwise limited from pursuing, asserting, interfering with, or exercising any dominion or control over any such claims or Causes of Action that are determined by the Bankruptcy Court to be, or to directly affect any, property of one or more of the LP Debtors' Estates.

121. "**LP Cash Collateral Order**" means the *Amended Agreed Final Order (a) Authorizing Debtors To Use Cash Collateral, (b) Granting Adequate Protection to Prepetition LP Facility Secured Parties, and (c) Modifying Automatic Stay* [Docket No. 544] (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

122. "**LP Debtors**" means, collectively, LightSquared Inc., LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc., Lightsquared Bermuda Ltd., LightSquared Investors Holdings Inc., TMI Communications Delaware, Limited Partnership, and LightSquared GP Inc.

123. "**LP General Unsecured Claim**" means any General Unsecured Claim asserted against an LP Debtor.

124. "**LP Other Priority Claim**" means any Other Priority Claim asserted against an LP Debtor.

125. "**LP Other Secured Claim**" means any Other Secured Claim asserted against an LP Debtor.

126. "**Management Incentive Plan**" means a post-Effective Date management equity incentive plan approved by the Board, which may provide for the issuance of New LightSquared Common Equity to officers and employees of the Reorganized Debtors.

127. "**MAST Fee Claims**" means all Claims for the reasonable and documented out-of-pocket expenses incurred by MAST Capital Management, LLC in connection with the Chapter 11 Cases.

128. "**Material Regulatory Request**" means any of the following: (a) the License Modification Application; (b) the Spectrum Allocation Petition for Rulemaking; (c) the pending petition for rulemaking in RM-11683; and (d) the pending application filed by OP LLC and One Dot Six Corp. to renew the FCC's authorization of One Dot Six Corp.'s lease of spectrum rights in the 1670-1675 MHz band from OP LLC.

129. "**Minimum Bid**" has the meaning set forth in Article IV.B.1(b)(ii) hereof.

130. "**New DIP Facilities**" means the New DIP LP Facility and the New DIP Inc. Facility.

131. "**New DIP Facilities Closing Date**" means the Confirmation Date or as soon as practicable thereafter.

132. "**New DIP Facility Agents**" means the administrative agents under the New DIP Facility Credit Agreements or any successor agent appointed in accordance with the New DIP Facility Credit Agreements.

133. "**New DIP Facility Claim**" means a Claim held by the New DIP Facility Agents or New DIP Facility Lenders arising under, or related to, the New DIP Facilities, including, without limitation, all outstanding principal, interest, default interest, and fees provided for thereunder.

134. "**New DIP Facility Credit Agreements**" means the New DIP LP Facility Credit Agreement and the New DIP Inc. Facility Credit Agreement.

135. "**New DIP Facility Lenders**" means the New DIP LP Facility Lenders and the New DIP Inc. Facility Lenders.

136. "**New DIP Facility Loans**" means the New DIP LP Facility Loans and the New DIP Inc. Facility Loans.

137. "**New DIP Facility Orders**" means Final Orders of the Bankruptcy Court, in form and substance reasonably acceptable to the Plan Proponents, approving the New DIP Facilities (as may be amended, supplemented, or modified from time to time in accordance with the terms thereof).

138. "**New DIP Inc. Facility**" means a senior secured, priming, superpriority debtor-in-possession facility in the aggregate principal amount of $[23.5] million, plus the aggregate amount of Allowed DIP Inc. Claims, which shall have market terms and conditions and which shall be secured by senior priming liens and allowed superpriority administrative expense claims on all the assets of One Dot Four Corp., One Dot Six Corp., and One Dot Six TVCC Corp, in form and substance satisfactory to the Ad Hoc LP Secured Group and reasonably satisfactory to the Debtors.

139. "**New DIP Inc. Facility Credit Agreement**" means that certain senior secured, priming, superpriority debtor-in-possession credit agreement to be entered into among LightSquared Inc., as borrower, certain of the other Inc. Debtors, as guarantors, and the New DIP Inc. Facility Lenders.

140. "**New DIP Inc. Facility Lenders**" means the lenders party to the New DIP Inc. Facility Credit Agreement from time to time.

141. "**New DIP Inc. Facility Loans**" means the loans to be made under the New DIP Inc. Facility.

142. "**New DIP Inc. Facility Obligors**" means certain of the Inc. Debtors.

143. "**New DIP LP Facility**" means a senior secured, priming, superpriority debtor-in-possession facility in the aggregate principal amount of $[119.3] million, plus the aggregate amount of Allowed DIP LP Claims, which shall have market terms and conditions and which shall be secured by senior priming liens and allowed superpriority administrative expense claims on all the assets of the Debtors, in form and substance satisfactory to the Ad Hoc LP Secured Group and reasonably satisfactory to the Debtors.

144. "**New DIP LP Facility Credit Agreement**" means that certain senior secured, priming, superpriority debtor-in-possession credit agreement to be entered into among LightSquared LP, as borrower, the other LP Debtors, as guarantors, and the New DIP LP Facility Lenders.

145. "**New DIP LP Facility Lenders**" means the lenders party to the New DIP LP Facility Credit Agreement from time to time.

146. "**New DIP LP Facility Loans**" means the New DIP LP Facility Tranche A Loans and the New DIP LP Facility Tranche B Loans.

147. "**New DIP LP Facility Obligors**" means the LP Debtors.

148. "**New DIP LP Facility Tranche A Loans** " means the tranche "A" loans to be made under the New DIP LP Facility, which shall have the same rights as the New DIP LP Facility Tranche B Loans, except as specified below in the definition of "New DIP LP Facility Tranche B Loans."

149. "**New DIP LP Facility Tranche B Loans** " means the tranche "B" loans to be made under the New DIP LP Facility, which shall have the same rights as the New DIP LP Facility Tranche A Loans, except that the Holders of the New DIP LP Facility Tranche B Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New DIP LP Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New DIP LP Facility Tranche B Loans, the release of all or substantially all of the applicable Collateral, the release of any New DIP LP Facility Obligor from its obligations under the New DIP LP Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New DIP LP Facility Tranche B Loans compared with the New DIP LP Facility Tranche A Loans.

150. "**New LightSquared**" means LightSquared LP as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

151. "**New LightSquared Class A Common Equity** " means those certain equity interests issued by New LightSquared in connection with, and subject to, the Plan and the Confirmation Order, each share or unit of which shall provide for the same rights as to dividends and distributions upon liquidation as each share or unit of New LightSquared Class B Common Equity, but each share or unit of New LightSquared Class A Common Equity will have five (5) times the voting power of a share or unit of New LightSquared Class B Common Equity.

152. "**New LightSquared Class B C ommon Equity**" means those certain equity interests issued by New LightSquared in connection with, and subject to, the Plan and the Confirmation Order, each share or unit of which shall provide for the same rights as to dividends and distributions upon liquidation as each share or unit of New LightSquared Class A Common Equity, but each share or unit of New LightSquared Class B Common Equity will have one-fifth (1/5) the voting power of a share or unit of New LightSquared Class A Common Equity.

153. "**New LightSquared Common Equity** " means New LightSquared Class A Common Equity and New LightSquared Class B Common Equity.

154. "**New LightSquared Loan Facility** " means the New LightSquared Term Loan Facility and the New LightSquared Working Capital Facility.

155. "**New LightSquared Loan Facility Agreement** " means that certain credit agreement to be entered into among New LightSquared and its subsidiaries and the Holders of Prepetition LP Facility Non-SPSO Claims, the Holders of Prepetition LP Facility SPSO Claims, the Holders of Prepetition Inc. Facility Non-Subordinated Claims, and the New LightSquared Working Capital Facility Lenders.

156. "**New LightSquared Obligors**" means New LightSquared and its subsidiaries.

157. "**New LightSquared Shareholder Agreement**" means a shareholder agreement, to be filed with the Plan Supplement.

158. "**New LightSquared Stapled B Units** " means a single unit comprised of $1 million of principal amount of New LightSquared Tranche B Term Loans (or, if less, the entire aggregate principal amount of the New LightSquared Tranche B Term Loans held by the applicable holder), together with a proportionate share (based on the proportion (when expressed as a percentage) that $1 million (or such lesser amount, if applicable) of New LightSquared Tranche B Term Loans bears to the aggregate principal amount of New LightSquared Tranche B Term Loans held by such holder) of New LightSquared Tranche B Working Capital Loans (to the extent applicable) and New LightSquared Class B Common Equity.

159. "**New LightSquared Term Loan Facility** " means a term loan facility which shall be secured by liens on substantially all of the assets of New LightSquared and its subsidiaries and rank pari passu in right of payment and security with the New LightSquared Working Capital Facility, but subject to the "super-priority" status of the New LightSquared Working Capital Facility as described in the second succeeding sentence. The New LightSquared Term Loan Facility shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the Debtors, and which shall be in the aggregate principal amount of: (a) $1.0 billion if Class 5B (Prepetition LP Facility SPSO Claims) votes to accept, or is deemed to accept, the Plan; or (b) $1.2 billion plus the Allowed amount of Prepetition LP Facility SPSO Claims, if Class 5B (Prepetition LP Facility SPSO Claims) votes to reject the Plan. If (y) a default or an event of default has occurred and is continuing under the New LightSquared Loan Facilities or (z) an enforcement action against the Collateral has commenced, all voluntary prepayments and mandatory prepayments, and the proceeds realized in any enforcement action, shall first be applied to prepay or repay in full all then outstanding New LightSquared Tranche A Working Capital Loans and New LightSquared Tranche B Working Capital Loans (on a pro rata basis) before any portion of such prepayment or repayment is applied to the New LightSquared Tranche A Term Loans or New LightSquared Tranche B Term Loans.

160. "**New LightSquared Term Loans** " means the New LightSquared Tranche A Term Loans and the New LightSquared Tranche B Term Loans.

161. "**New LightSquared Tranche A Term Loans**" means the tranche "A" term loans to be made under the New LightSquared Term Loan Facility, which shall rank pari passu in right of payment and security with the New LightSquared Tranche B Term Loans, and which shall have the same rights as the New LightSquared Tranche B Term Loans, except as specified below in the definition of "New LightSquared Tranche B Term Loans."

162. "**New LightSquared Tranche A Working Capital Loans**" means the tranche "A" "super-priority" working capital term loans to be made under the New LightSquared Working Capital Loan Facility, which shall rank pari passu in right of payment and security with the New LightSquared Tranche B Working Capital Loans, and which shall have the same rights as the New LightSquared Tranche B Working Capital Loans, except as specified below in the definition of "New LightSquared Tranche B Working Capital Loans."

163. "**New LightSquared Tranche B Term Loans**" means the tranche "B" term loans to be made under the New LightSquared Term Loan Facility, which shall rank pari passu in right of payment and security with the New LightSquared Tranche A Term Loans, and which shall have the same rights as the New LightSquared Tranche A Term Loans, except that the Holders of the New LightSquared Tranche B Term Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New LightSquared Term Loan Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New LightSquared Tranche B Term Loans, the release of all or substantially all of the Collateral or the value of the guarantees in respect of the New LightSquared Loan Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New LightSquared Tranche B Term Loans compared with the New LightSquared Tranche A Term Loans.

164. "**New LightSquared Tranche B Working Capital Loans**" means the tranche "B" "super-priority" working capital term loans to be made under the New LightSquared Working Capital Loan Facility, which shall rank pari passu in right of payment and security with the New LightSquared Tranche A Working Capital Loans, and which shall have the same rights as the New LightSquared Tranche A Working Capital Loans, except that the Holders of the New LightSquared Tranche B Working Capital Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New LightSquared Term Loan Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New LightSquared Tranche B Working Capital Loans, the release of all or substantially all of the Collateral or the value of the guarantees in respect of the New LightSquared Loan Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New LightSquared Tranche B Working Capital Loans compared to the New LightSquared Tranche A Working Capital Loans.

165. "**New LightSquared Working Capital Facility**" means a "super-priority" working capital term loan facility in an aggregate principal amount of $500 million, plus the aggregate amount of Allowed New DIP Facility Claims to be satisfied thereby, which shall be secured by liens on substantially all of the assets of New LightSquared and its subsidiaries and rank pari passu in right of payment and security with the New LightSquared Term Loan Facility; provided that the New LightSquared Working Capital Facility shall have "super-priority" status with respect to certain prepayments, repayments, and the application of proceeds in connection

with an enforcement action as described above in the definition of "New LightSquared Term Loan Facility." The New LightSquared Working Capital Facility shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the Debtors.

166. "**New LightSquared Working Capital Facility Lenders**" means the lenders under the New LightSquared Working Capital Facility that are party to the New LightSquared Loan Facility Agreement from time to time.

167. "**New LightSquared Working Capital Facility Loans**" means the New LightSquared Tranche A Working Capital Loans and the New LightSquared Tranche B Working Capital Loans.

168. "**Other Priority Claim**" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

169. "**Other Secured Claim**" means any Secured Claim that is not a DIP Claim or Prepetition Facility Claim.

170. "**Person**" has the meaning set forth in section 101(41) of the Bankruptcy Code.

171. "**Petition Date**" means May 14, 2012.

172. "**Plan**" means this chapter 11 plan, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time (but solely in accordance with the terms hereof), in form and substance reasonably acceptable to the Plan Proponents, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

173. "**Plan Consideration**" means a payment or distribution of Cash, assets, securities, or instruments evidencing an obligation to Holders of Allowed Claims or Equity Interests under the Plan. Plan Consideration to be paid or distributed with respect to any Allowed Claims or Equity Interests in Classes 5C, 7, 10, 11, 12, 13, and 14 shall consist solely of Excess Auction Proceeds.

174. "**Plan Consideration Carve-Out**" means the amount of Plan Consideration necessary to fund the Professional Fee Reserve and Disputed Claims and Equity Interests Reserve.

175. "**Plan Distribution**" means a payment or distribution to Holders of Allowed Claims, Allowed Equity Interests, or other eligible Entities under the Plan or Plan Supplement documents.

176. "**Plan Documents**" means the documents other than this Plan to be executed, delivered, assumed, or performed in conjunction with the Plan as necessary to consummate the Plan Transactions, including, without limitation, any documents included in the Plan Supplement, in each case, in form and substance satisfactory to the Plan Proponents.

177. "**Plan Proponents**" means the Debtors and the Ad Hoc LP Secured Group.

178. "**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules and, in each case, in form and substance satisfactory to the Plan Proponents) to be Filed no later than the Plan Supplement Date or such other date as may be approved by the Bankruptcy Court, including the Plan Documents.

179. "**Plan Supplement Date**" means (a) [_____ __], 2014 or (b) such other date agreed to by the Plan Proponents and approved by the Bankruptcy Court; provided that the Plan Proponents reserve the right to File amended Plan Documents at any time prior to the conclusion of the Confirmation Hearing.

180. "**Plan Transactions**" means one or more transactions to occur on or before the Effective Date, or as soon thereafter as reasonably practicable, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, equity issuance, sale, dissolution, certificates of incorporation, certificates of partnership, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; and (c) all other actions that the Plan Proponents or Reorganized Debtors, as applicable, determine are necessary or appropriate.

181. "**Potential Harbinger Claims**" means any claim or Cause of Action that has been or may be asserted by Harbinger arising out of, relating to, or in connection with the Chapter 11 Cases, the Debtors, or the Debtors' businesses, including against any Entities in the GPS Industry or the United States government, including, without limitation, the Causes of Action asserted in the proceedings captioned *LightSquared Inc. v. Deere & Co. (In re LightSquared Inc.)*, Case No. 12-12080 (SCC), Adv. Proc. No. 13-01670 (SCC) (Bankr. S.D.N.Y. 2013), *LightSquared Inc. v. Deere & Co.*, Case No. 13-cv-08157 (RMB) (S.D.N.Y. 2013), *Harbinger Capital Partners LLC v. Deere & Co.*, Case No. 13-cv-5543 (RMB) (S.D.N.Y. 2013), and *Harbinger Capital Partners, LLC v. United States*, Civil Action No. 14-cv-00597 (Fed. Cl. 2014).

182. "**Prepetition Facilities**" means the Prepetition LP Facility and the Prepetition Inc. Facility.

183. "**Prepetition Facility Claim**" means a Prepetition Inc. Facility Claim or a Prepetition LP Facility Claim.

184. "**Prepetition Inc. Agent**" means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch under the Prepetition Inc. Credit Agreement.

185. "**Prepetition Inc. Borrower**" means LightSquared Inc., as borrower under the Prepetition Inc. Credit Agreement.

186. "**Prepetition Inc. Credit Agreement**" means that certain Credit Agreement, dated as of July 1, 2011 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the Prepetition Inc. Obligors, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders.

187. "**Prepetition Inc. Facility**" means that certain $278,750,000 term loan credit facility provided in connection with the Prepetition Inc. Credit Agreement.

188. "**Prepetition Inc. Facility Action**" means an action brought by the Ad Hoc LP Secured Group prior to the Effective Date, in accordance with the terms and conditions of this Plan, pursuant to which it brings Claims or Causes of Action identified or alleged against the Prepetition Inc. Agent and/or the Prepetition Inc. Lenders, as the case may be, in the Standing Motion.

189. "**Prepetition Inc. Facility Claim**" means, collectively, any Prepetition Inc. Facility Non-Subordinated Claim and Prepetition Inc. Facility Subordinated Claim.

190. "**Prepetition Inc. Facility Lender Subordination Agreement**" means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined therein), by which the Affiliate Lenders agreed to subordinate their Liens (as such term is used therein) and Claims under the Prepetition Inc. Loan Documents to the Liens and Claims of the Non-Affiliate Lenders, which shall remain in effect until the Effective Date.

191. "**Prepetition Inc. Facility Non-Subordinated Claim**" means a Claim held by the Prepetition Inc. Agent or Prepetition Inc. Lenders arising under, or related to, the Prepetition Inc. Loan Documents, but excluding any Prepetition Inc. Facility Subordinated Claim.

192. "**Prepetition Inc. Facility Postpetition Interest**" means all interest owed pursuant to the Prepetition Inc. Loan Documents from and after the Petition Date.

193. "**Prepetition Inc. Facility Prepetition Interest**" means all interest owed pursuant to the Prepetition Inc. Loan Documents prior to the Petition Date.

194. "**Prepetition Inc. Facility Repayment Premium**" means the repayment premium due and owing pursuant to § 2.10(g) of the Prepetition Inc. Credit Agreement.

195. "**Prepetition Inc. Facility Subordinated Claim**" means a Claim held by a Prepetition Inc. Lender arising under, or related to, the Prepetition Inc. Loan Documents that is subordinated to the Prepetition Inc. Facility Non-Subordinated Claims pursuant to the Prepetition Inc. Facility Lender Subordination Agreement.

196. "**Prepetition Inc. Guarantors**" means One Dot Four Corp., One Dot Six Corp., and One Dot Six TVCC Corp., as guarantors under the Prepetition Inc. Credit Agreement.

197. "**Prepetition Inc. Lenders**" means the lenders party to the Prepetition Inc. Credit Agreement from time to time.

198. "**Prepetition Inc. Loan Documents**" means the Prepetition Inc. Credit Agreement together with all related security agreements, notes, guarantees, pledge agreements, mortgages, fixture filings, transmitting utility filings, deeds of trust, financing statements, instruments, agreements, documents, assignments, account control agreements, or other security documents (as each of the foregoing may be amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

199. "**Prepetition Inc. Obligors**" means the Prepetition Inc. Borrower and the Prepetition Inc. Guarantors.

200. "**Prepetition Loan Documents**" means, collectively, the Prepetition Inc. Loan Documents and the Prepetition LP Loan Documents.

201. "**Prepetition LP Agent**" means, collectively, Wilmington Savings Fund Society, FSB, as administrative agent, and Wilmington Trust FSB, as collateral trustee, under the Prepetition LP Credit Agreement.

202. "**Prepetition LP Borrower**" means LightSquared LP, as borrower, under the Prepetition LP Credit Agreement.

203. "**Prepetition LP Credit Agreement**" means that certain Credit Agreement, dated as of October 1, 2010 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the Prepetition LP Obligors, the Prepetition LP Agent, and the Prepetition LP Lenders.

204. "**Prepetition LP Facility**" means that certain $1,500,000,000 term loan credit facility provided in connection with the Prepetition LP Credit Agreement.

205. "**Prepetition LP Facility Claim**" means a Claim held by the Prepetition LP Agent or Prepetition LP Lenders arising under, or related to, the Prepetition LP Loan Documents.

206. "**Prepetition LP Facility Non-SPSO Claim**" means a Prepetition LP Facility Claim that is not a Prepetition LP Facility SPSO Claim or a Prepetition LP Facility SPSO Subordinated Claim.

207. "**Prepetition LP Facility Postpetition Interest**" means all interest owed pursuant to the Prepetition LP Credit Agreement from and after the Petition Date less the amount of adequate protection payments made by LightSquared LP during the Chapter 11 Cases pursuant to the LP Cash Collateral Order (exclusive of Professional Fees (as defined in the LP Cash Collateral Order) paid in accordance with the LP Cash Collateral Order).

208. "**Prepetition LP Facility Prepetition Interest**" means all interest owed pursuant to the Prepetition LP Loan Documents prior to the Petition Date.

209. "**Prepetition LP Facility Repayment Premium**" means the repayment premium due and owing pursuant to § 2.10(f) of the Prepetition LP Credit Agreement.

210. "**Prepetition LP Facility SPSO Claim**" means a Prepetition LP Facility Claim held by SPSO or any of its Affiliates, other than a Prepetition LP Facility SPSO Subordinated Claim.

211. "**Prepetition LP Facility SPSO Subordinated Guarantee Claim**" means a Prepetition LP Facility SPSO Subordinated Claim against any of the Inc. Debtors.

212. "**Prepetition LP Facility SPSO Subordinated Claim**" means a Prepetition LP Facility Claim held by SPSO or any of its Affiliates that has been equitably subordinated pursuant to an order of the Bankruptcy Court following the Confirmation Date.

213. "**Prepetition LP Guarantors**" means LightSquared Inc., 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., as guarantors under the Prepetition LP Credit Agreement.

214. "**Prepetition LP Lenders**" means the lenders party to the Prepetition LP Credit Agreement from time to time.

215. "**Prepetition LP Loan Documents**" means the Prepetition LP Credit Agreement together with all related security agreements, notes, guarantees, pledge agreements, mortgages, fixture filings, transmitting utility filings, deeds of trust, financing statements, instruments, agreements, documents, assignments, account control agreements, or other security documents (as each of the foregoing may be amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

216. "**Prepetition LP Obligors**" means the Prepetition LP Borrower and the Prepetition LP Guarantors.

217. "**Prior Bid Procedures Order**" means the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892].

218. "**Priority Tax Claim**" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

219. "**Pro Rata**" means (a) with respect to Claims, the proportion that an Allowed Claim in a particular Class (or among particular unclassified Claims) bears to the aggregate amount of the Allowed Claims in that Class (or among those particular unclassified Claims), or the proportion that Allowed Claims in a particular Class and other Classes (or particular unclassified Claims) entitled to share in the same recovery as such Allowed Claim under the Plan bears to the aggregate amount of such Allowed Claims, and (b) with respect to Equity Interests, the proportion that an Allowed Equity Interest in a particular Class bears to the aggregate amount

of the Allowed Equity Interests in that Class or the proportion that an Allowed Equity Interest in a particular Class and other Classes entitled to share in the same recovery as such Allowed Equity Interest under the Plan bears to the aggregate amount of such Allowed Equity Interests.

220. "**Professional**" means an Entity employed pursuant to a Bankruptcy Court order in accordance with sections 327, 328, 330, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363, and 331 of the Bankruptcy Code or awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code (excluding those Entities entitled to compensation for services rendered after the Petition Date in the ordinary course of business pursuant to a Final Order granting such relief).

221. "**Professional Fee Escrow Account** " means an interest-bearing account in an amount equal to the Professional Fee Reserve Amount funded and maintained by the Reorganized Debtors on and after the Effective Date for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

222. "**Professional Fee Reserve**" means the Cash from the Plan Consideration Carve-Out in an amount equal to the Professional Fee Reserve Amount to be held in reserve by the Reorganized Debtors in the Professional Fee Escrow Account.

223. "**Professional Fee Reserve Amount**" means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with Article II.B.3 hereof.

224. "**Prohibited Transferee**" means SPSO, any SPSO Affiliate, and any other Person that may be identified by the Plan Proponents in a Plan Supplement as a Prohibited Transferee.

225. "**Proof of Claim**" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

226. "**Qualified Bid**" has the meaning set forth in the Auction Procedures.

227. "**Reinstated**" means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured, (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default, (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law, (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the

Debtors or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure, and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Equity Interest entitles the Holder.

228. "**Reinstated Intercompany Interests**" means, except as otherwise provided in the Plan, the Intercompany Interests that are Reinstated under, and pursuant to, the Plan.

229. "**Released Party**" means each of the following: (a) the Debtors; (b) the Ad Hoc LP Secured Group and each member thereof; (c) each Prepetition LP Lender; (d) each Prepetition Inc. Lender; (e) the Prepetition LP Agent; (f) the Prepetition Inc. Agent; (g) each DIP LP Lender; (h) each DIP Inc. Lender; (i) the DIP Inc. Agent; (j) each New DIP Facility Lender; (k) the New DIP Facility Agents; (l) the present and former directors, officers, managers, equity holders, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, brokers, bankruptcy and restructuring advisors, and financial advisors of the parties listed in (a) through (k), in each case in their capacity as such; (m) each of the respective affiliates of the parties listed in (a) through (l), in their capacity as such; and (n) any Person claimed to be liable derivatively through any of the foregoing; provided, however, that (i) to the extent Holders of Allowed Prepetition LP Facility SPSO Claims in Class 5B vote to reject the Plan, such Holders of Allowed Prepetition LP Facility SPSO Claims, along with each of their present and former directors, officers, managers, equity holders, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, brokers, bankruptcy and restructuring advisors, and financial advisors shall not be Released Parties, and (ii) to the extent Holders of Allowed Prepetition Inc. Facility Subordinated Claims in Class 7 vote to reject the Plan and/or do not agree to waive any purported Potential Harbinger Claims and, in the event Class 5B votes to accept the Plan, the Ergen Actions, Holders of Allowed Prepetition Inc. Facility Subordinated Claims in Class 7 (including, for the avoidance of doubt, Harbinger) along with each of their present and former directors, officers, managers, equity holders, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, brokers, bankruptcy and restructuring advisors, and financial advisors shall not be Released Parties.

230. "**Releasing Party**" has the meaning set forth in Article VIII.F hereof.

231. "**Reorganized Debtors**" means, collectively, New LightSquared and each of the Debtors other than LightSquared Inc. and LightSquared LP, as reorganized under, and pursuant to, the Plan, on or after the Effective Date.

232. "**Reorganized Debtors Boards**" means, collectively, the boards of each of the Reorganized Debtors.

233. "**Reorganized Debtors Bylaws**" means, collectively, the bylaws of each of the Reorganized Debtors.

234. "**Reorganized Debtors Charters**" means, collectively, the charters of each of the Reorganized Debtors.

235. "**Reorganized Debtors Corporate Govern ance Documents**" means, as applicable, (a) the Reorganized Debtors Bylaws, (b) the Reorganized Debtors Charters, and (c) any other applicable organizational or operational documents with respect to the Reorganized Debtors.

236. "**Retained Causes of Action**" means the Causes of Action of the Debtors listed on the Schedule of Retained Causes of Action.

237. "**Schedule of Assumed Agreements**" means the schedule of certain Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, by the Debtors pursuant to the Plan, including any Cure Costs related thereto (as the same may be amended, modified, or supplemented from time to time with the consent of each Plan Proponent).

238. "**Schedule of Retained Causes of Action**" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan or otherwise (as the same may be amended, modified, or supplemented from time to time with the consent of each Plan Proponent).

239. "**Schedules**" means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules (as they may be amended, modified, or supplemented from time to time).

240. "**Secured**" means, when referring to a Claim, (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code as determined pursuant to section 506(a) of the Bankruptcy Code, or (b) Allowed pursuant to the Plan as a Secured Claim.

241. "**Secured Claim**" means a Claim, either as set forth in this Plan, as agreed to by the Holder of such Claim and the Plan Proponents, or as determined by a Final Order in accordance with sections 506(a) and 1111(b) of the Bankruptcy Code: (a) that is secured by a valid, perfected, and enforceable Lien on Collateral, to the extent of the value of the Claim Holder's interest in such Collateral as of the Confirmation Date; or (b) to the extent that the Holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

242. "**Securities Act**" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect and hereafter amended, or any similar federal, state, or local law.

243. "**Securities Exchange Act**" means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as now in effect and hereafter amended, or any similar federal, state, or local law.

244. "**Security**" has the meaning set forth in section 2(a)(1) of the Securities Act.

245. "**Sharing Provision**" means the equitable and ratable distribution and sharing provisions of the Prepetition Inc. Credit Agreement (including, without limitation, Sections 2.12 and 8.02 thereof), the Prepetition LP Credit Agreement (including, without limitation, Sections 2.14 and 8.02 thereof), and any other relevant Prepetition Loan Documents.

246. "**Special Committee**" means the special committee of the board of directors of LightSquared Inc. and LightSquared GP Inc.

247. "**Spectrum Allocation Petition for Rulemaking**" has the meaning set forth in the Disclosure Statement.

248. "**SPSO**" means SP Special Opportunities, LLC.

249. "**SPSO Affiliate**" means any Affiliate of SPSO, including, but not limited to, (a) Charles W. Ergen and any Affiliate of Charles W. Ergen, (b) any Entity owned or controlled by Charles W. Ergen, (c) DISH Network Corporation and EchoStar Corporation, (d) any Affiliate of DISH Network Corporation or EchoStar Corporation, and (e) any Affiliates of the foregoing.

250. "**SPSO Fee Claims**" means all Claims for the reasonable and documented out-of-pocket expenses (including professionals' fees and expenses) incurred by SPSO in connection with the Chapter 11 Cases or the Prepetition LP Loan Documents.

251. "**Standing Motion**" means that certain *Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority To Commence, Prosecute and/or Settle Certain Claims of the Debtors' Estates* [Docket No. 323].

252. "**Successful Purchaser**" has the meaning set forth in the Auction Procedures.

253. "**Transfer**" or "**Transferred**" means, whether voluntarily or involuntarily or by operation of law, directly or indirectly, the sale, assignment, donation, gift, pledging, hypothecation, disposal of, encumbering or granting a security interest in, or in any other manner, transferring any New LightSquared Stapled B Units, New LightSquared Tranche B Term Loans, New LightSquared Tranche B Working Capital Loans, or New DIP LP Facility Tranche B Loans, in whole or in part, with or without consideration, or any other right or interest therein, or entering into any transaction which results in the economic equivalent of a transfer to any Person, including any derivative transaction that has the effect of changing materially the economic benefits and risks of ownership .

254. "**Unexpired Lease**" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

255. "**Unimpaired**" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

256. "**U.S. Trustee**" means the United States Trustee for the Southern District of New York.

257. "**U.S. Trustee Fees**" means fees arising under section 1930(a)(6) of the Judicial Code and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

258. "**Voting Record Date**" means the first day of the hearing held by the Bankruptcy Court to consider approval of the Disclosure Statement filed with respect to the Plan.

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in such form or substantially on such terms and conditions; (3) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit as it may thereafter be amended, modified, or supplemented; (4) unless otherwise stated, all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time; (5) any reference herein to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (6) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (7) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (9) unless otherwise stated, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

C. Partially Consolidated Plan

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the Debtors and consolidates classes of Claims against, and Equity Interests in, the Debtors, the Plan only provides for the substantive consolidation of the Inc. Debtors and does not provide for the substantive consolidation of any of the LP Debtors.

The Plan serves as a motion seeking, and entry of the Confirmation Order shall constitute, the approval, pursuant to sections 105(a) and 1123(a)(5)(C) of the Bankruptcy Code, of the consolidation of the Inc. Debtors for voting, confirmation, and distribution purposes under the Plan. Pursuant to such consolidation, (1) all assets and all liabilities of the Inc. Debtors shall be treated as though they were merged, (2) all joint obligations of two or more Inc. Debtors and all multiple Claims against such Inc. Debtors on account of such joint obligations shall be treated and Allowed as a single Claim against the consolidated Inc. Debtors, (3) each Claim filed in the Chapter 11 Case of any Inc. Debtor shall be deemed filed against the consolidated Inc. Debtors

and deemed a single obligation of the consolidated Inc. Debtors, and (4) all transfers, disbursements, and distributions made by any Inc. Debtor hereunder will be deemed to be made by the substantively consolidated Inc. Debtors and their Estates. The substantive consolidation effected pursuant to this Article I.C. shall not otherwise affect the legal and organizational structure of the Inc. Debtors.

For the avoidance of doubt, the Plan must comply with section 1129 of the Bankruptcy Code for the Inc. Debtors as consolidated and for each LP Debtor, and votes with respect to the Plan will be tabulated on a consolidated basis by class with respect to the Inc. Debtors and on a non-consolidated basis by class and by Debtor with respect to the LP Debtors for the purpose of determining whether the Plan satisfies section 1129 of the Bankruptcy Code.

D. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

E. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state or other jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

F. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II.
ADMINISTRATIVE CLAIMS, ACCRUED PROFESSIONAL COMPENSATION CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES

All Claims and Equity Interests (except Administrative Claims, Accrued Professional Compensation Claims, DIP Claims, Priority Tax Claims, and U.S. Trustee Fees) are placed in the Classes set forth in Article III hereof. In accordance with section 1123(a)(l) of the Bankruptcy Code, Administrative Claims, Accrued Professional Compensation Claims, DIP Claims, Priority Tax Claims, and U.S. Trustee Fees have not been classified, and the Holders thereof are not entitled to vote on the Plan. A Claim or Equity Interest is placed in a particular Class only to the extent that the Claim or Equity Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes.

A. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors, each Holder of an Allowed Administrative Claim (other than of an Accrued Professional Compensation Claim, DIP Claim, and KEIP Payment) shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Administrative Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Administrative Claim either: (1) on the Effective Date or as soon thereafter as reasonably practicable, or, if not then due, when such Allowed Administrative Claim is due or as soon thereafter as reasonably practicable; (2) if the Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order of the Bankruptcy Court Allowing such Administrative Claim becomes a Final Order, or as soon thereafter as reasonably practicable or, if not then due, when such Allowed Administrative Claim is due or as soon thereafter as reasonably practicable; (3) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their businesses after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, without any further action by the Holders of such Allowed Administrative Claims; (4) at such other time that is agreed to by the Plan Proponents and the Holder of such Allowed Administrative Claim; or (5) at such other time and on such other terms set forth in an order (including, without limitation, the Confirmation Order and the New DIP Facility Orders) of the Bankruptcy Court.

Except for Claims of Professionals, DIP Claims, U.S. Trustee Fees, and KEIP Payments, and unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the occurrence of the Confirmation Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (1) one hundred and eighty (180) days after the Effective Date and (2) one hundred and eighty (180) days after the Filing of the applicable request for payment of Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtors or any action by the Bankruptcy Court.

Notwithstanding anything to the contrary herein, (1) a Plan Proponent shall not be required to File any request for payment of such Administrative Claim, (2) any Plan Proponent shall be paid in accordance with the terms of the Plan or other applicable governing documents, and (3) no party shall be entitled to, or receive, any Break-Up Fee or Expense Reimbursement.

Notwithstanding anything to the contrary herein, (1) in the case of the Ad Hoc LP Secured Group Fee Claims incurred through and including the New DIP Facilities Closing Date, such Ad Hoc LP Secured Group Fee Claims will be paid in full in Plan Consideration in the form of Cash on the New DIP Facilities Closing Date, and (2) all Ad Hoc LP Secured Group Fee Claims incurred after the New DIP Facilities Closing Date through and including the Effective Date (to the extent not previously paid by the Debtors), shall be paid monthly subject to the Debtors' prior receipt of invoices and reasonable documentation in connection therewith and without the requirement to File a fee application with the Bankruptcy Court. In the event that the Debtors dispute all or a portion of the Ad Hoc LP Secured Group Fee Claims, the Debtors shall pay the undisputed amount of such Ad Hoc LP Secured Group Fee Claims and segregate the remaining portion of such Ad Hoc LP Secured Group Fee Claims until such dispute is resolved by the parties or by the Bankruptcy Court.

B. Accrued Professional Compensation Claims

1. Final Fee Applications

All final requests for payment of Claims of a Professional shall be Filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court and satisfied in accordance with an order of the Bankruptcy Court.

2. Professional Fee Escrow Account

In accordance with Article II.B.3 hereof, on the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account from the Plan Consideration Carve-Out in the form of Cash in an amount equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors or Reorganized Debtors. The amount of Accrued Professional Compensation Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account when such Claims are Allowed by a Final Order. When all Allowed Professional Compensation Claims are paid in full in Cash, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Reorganized Debtors.

3. Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Professionals shall estimate their Accrued Professional Compensation Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through the Effective Date, and shall deliver such estimate to the Plan Proponents as soon as practicable after the Confirmation Date; provided, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated and agreed to by the Plan Proponents shall comprise the Professional Fee Reserve Amount.

4. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, and subject to the terms of the New DIP Facilities, on and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, Professional, or other fees and expenses related to the Consummation and implementation of the Plan incurred by the Debtors or Reorganized Debtors, as applicable, on or after the Confirmation Date through the Effective Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered from the Confirmation Date through the Effective Date shall terminate, and the Debtors or Reorganized Debtors, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to, or action, order, or approval of, the Bankruptcy Court, subject to the terms of the New DIP Facilities.

C. DIP Inc. Facility Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP Inc. Facility Claim, except to the extent that a Holder of a DIP Inc. Facility Claim agrees to less favorable or other treatment, each Holder of a DIP Inc. Facility Claim shall receive on the Confirmation Date, New DIP Inc. Facility Loans to be issued under the New DIP Inc. Facility in an amount equal to the Allowed DIP Inc. Facility Claims; provided, however, that to the extent a Holder of an Allowed DIP Inc. Facility Claim objects to such treatment, such Holder of an Allowed DIP Inc. Facility Claim shall receive Cash from the proceeds of the New DIP Inc. Facility on the New DIP Facilities Closing Date in an amount equal to its Allowed DIP Inc. Facility Claim.

D. DIP LP Facility Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP LP Facility Claim, except to the extent that a Holder of a DIP LP Facility Claim agrees to less favorable or other treatment, each Holder of a DIP LP Facility Claim shall receive on the Confirmation Date, New DIP LP Facility Loans to be issued under the New DIP LP Facility in an amount equal to the Allowed DIP LP Facility Claims; provided, however, that to the extent a

Holder of an Allowed DIP LP Facility Claim objects to such treatment, such Holder of an Allowed DIP LP Facility Claim shall receive Cash from the proceeds of the New DIP LP Facility on the New DIP Facilities Closing Date in an amount equal to its Allowed DIP LP Facility Claim. Any New DIP LP Facility Loans to be made by SPSO, either in satisfaction of Allowed DIP LP Facility Claims held by SPSO or otherwise, shall be New DIP LP Facility Tranche B Loans, and shall be subject to the restrictions set forth in Article IV.B.1(a).

E. New DIP Facility Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each New DIP Facility Claim, except to the extent that a Holder of a New DIP Facility Claim agrees to a less favorable or other treatment, each Holder of a New DIP Facility Claim shall receive, on the Effective Date, New LightSquared Working Capital Facility Loans to be issued under the New LightSquared Working Capital Facility in an amount equal to the Allowed New DIP Facility Claims; provided, however, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed New DIP Facility Claims shall receive Auction Proceeds in lieu of New LightSquared Working Capital Facility Loans as provided in Article IV.C; provided further, however, that to the extent a Holder of an Allowed New DIP Facility Claim objects to the treatment set forth above in this Article II.E, such Holder of an Allowed New DIP Facility Claim shall receive Plan Consideration in the form of Cash on the Effective Date in an amount equal to its Allowed New DIP Facility Claim. Any New LightSquared Working Capital Loans to be made by SPSO, either in satisfaction of Allowed New DIP Facility Claims held by SPSO, if any, or otherwise, shall be New LightSquared Tranche B Working Capital Loans, and shall be subject to the restrictions set forth in Article IV.B.2(c) and (d).

F. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable or other treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive on the Effective Date or as soon thereafter as reasonably practicable: (1) Plan Consideration in the form of Cash in an amount equal to such Allowed Priority Tax Claim; (2) Plan Consideration in the form of Cash in an amount agreed to by such Holder and the Reorganized Debtors; or (3) at the option of the Reorganized Debtors, Plan Consideration in the form of Cash in an aggregate amount equal to such Allowed Priority Tax Claim payable in installment payments over a period of not more than five (5) years after the Petition Date pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, the Holder of such Claim shall receive Plan Consideration in the form of Cash in accordance with the terms of any agreement between the Reorganized Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

G. Payment of Statutory Fees

On the Effective Date or as soon thereafter as reasonably practicable, the Reorganized Debtors shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. Following the Effective Date, the Reorganized Debtors shall pay the U.S. Trustee Fees for each quarter (including any fraction thereof) until the first to occur of the Chapter 11 Cases being converted, dismissed, or closed.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Summary

The categories listed in Article III.B hereof classify Claims against, and Equity Interests in, each of the Debtors for all purposes. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving Plan Distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

B. Classification and Treatment of Claims and Equity Interests

To the extent a Class contains Allowed Claims or Allowed Equity Interests with respect to a particular Debtor, the treatment provided to each Class for distribution purposes is specified below:

1. Class 1 – LP Other Priority Claims

(a) *Classification*: Class 1 consists of all LP Other Priority Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP Other Priority Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed LP Other Priority Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed LP Other Priority Claim.

(c) *Voting*: Class 1 is Unimpaired by the Plan. Each Holder of a Class 1 – LP Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 1 – LP Other Priority Claim is entitled to vote to accept or reject the Plan.

2. Class 2 – Inc. Other Priority Claims

(a) *Classification*: Class 2 consists of all Inc. Other Priority Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Other Priority Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed Inc. Other Priority Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed Inc. Other Priority Claim.

(c) *Voting*: Class 2 is Unimpaired by the Plan. Each Holder of a Class 2– Inc. Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 2 – Inc. Other Priority Claim is entitled to vote to accept or reject the Plan.

3. Class 3 – LP Other Secured Claims

(a) *Classification*: Class 3 consists of all LP Other Secured Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP Other Secured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed LP Other Secured Claim shall receive one of the following treatments, in the sole discretion of the Plan Proponents: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed LP Other Secured Claim; (ii) delivery of the Collateral securing such Allowed LP Other Secured Claim and payment of interest required to be paid under section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed LP Other Secured Claim in any other manner such that the Allowed LP Other Secured Claim shall be rendered Unimpaired.

(c) *Voting*: Class 3 is Unimpaired by the Plan. Each Holder of a Class 3 – LP Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 3 – LP Other Secured Claim is entitled to vote to accept or reject the Plan.

(d) *Deficiency Claims*: To the extent that the value of the Collateral securing each Allowed LP Other Secured Claim is less than the amount of such Allowed LP Other Secured Claim, the undersecured portion of such Claim shall be treated for all purposes under this Plan as an LP General Unsecured Claim and shall be classified as a Class 8 – LP General Unsecured Claim.

4. Class 4 – Inc. Other Secured Claims

(a) *Classification*: Class 4 consists of all Inc. Other Secured Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Other Secured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Inc. Other Secured Claim shall receive one of the following treatments, in the sole discretion of the Plan Proponents: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Inc. Other Secured Claim; (ii) delivery of the Collateral securing such Allowed Inc. Other Secured Claim and payment of interest required to be paid under section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed Inc. Other Secured Claim in any other manner such that the Allowed Inc. Other Secured Claim shall be rendered Unimpaired.

(c) *Voting*: Class 4 is Unimpaired by the Plan. Each Holder of a Class 4 – Inc. Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 4 – Inc. Other Secured Claim is entitled to vote to accept or reject the Plan.

(d) *Deficiency Claims*: To the extent that the value of the Collateral securing each Allowed Inc. Other Secured Claim is less than the amount of such Allowed Inc. Other Secured Claim, the undersecured portion of such Claim shall be treated for all purposes under this Plan as an Inc. General Unsecured Claim and shall be classified as a Class 10 – Inc. General Unsecured Claim.

5. Class 5A – Prepetition LP Facility Non-SPSO Claims

(a) *Classification*: Class 5A consists of all Prepetition LP Facility Non-SPSO Claims.

(b) *Allowance*: The Prepetition LP Facility Non-SPSO Claims shall be Allowed Claims on the Effective Date for all purposes, and for the avoidance of doubt shall include all Prepetition LP Facility Postpetition Interest, all Prepetition LP Facility Prepetition Interest, and the Prepetition LP Facility Repayment Premium.

(c) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility Non-SPSO Claim, on the Effective Date, and except to the extent that a Holder of an Allowed Prepetition LP Facility Non-SPSO Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility Non-SPSO Claim shall receive its Pro Rata share of (i) $1.0 billion of New

LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche A Term Loans, and (ii) 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class A Common Equity; provided, however, that if Class 5B votes to reject the Plan, the amount of the New LightSquared Term Loans issued pursuant to this Article III.B.5(c) shall be increased to $1.2 billion. A Holder's Pro Rata share in this Article III.B.5(c) shall be the proportion that a Holder's Allowed Prepetition LP Facility Non-SPSO Claim bears to the aggregate amount of all (i) Allowed Prepetition LP Facility Non-SPSO Claims, plus (ii) Allowed Prepetition LP Facility SPSO Claims if Class 5B votes to accept the Plan, plus (iii) Allowed Prepetition Inc. Facility Non-Subordinated Claims if Class 6 votes to accept the Plan.

Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition LP Facility Non-SPSO Claims shall receive Auction Proceeds in lieu of certain consideration set forth in this Article III.B.5(c), as provided in Article IV.C.

For the avoidance of doubt, except as set forth in Article IV.U hereof, the treatment specified in this Article III.B.5(c) shall be deemed in full and final satisfaction of Allowed Prepetition LP Facility Non-SPSO Claims and, upon the occurrence of the Effective Date and receipt of the treatment provided for herein, Holders of such Allowed Prepetition LP Facility Non-SPSO Claims shall not hold or assert deficiency claims against any of the Inc. Debtors' Estates.

(d) *Voting*: Class 5A is Impaired by the Plan. Each Holder of a Class 5A – Prepetition LP Facility Non-SPSO Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

6. Class 5B – Prepetition LP Facility SPSO Claims

(a) *Classification*: Class 5B consists of all Prepetition LP Facility SPSO Claims.

(b) *Allowance*: Prepetition LP Facility SPSO Claims shall be Allowed as follows:

(i) in the event that Class 5B votes to accept the Plan, the Prepetition LP Facility SPSO Claims shall be Allowed Claims on the Effective Date for all purposes, without subordination, in the aggregate amount of (A) $900 million (which amount, for the avoidance of doubt, includes all Prepetition LP Facility Postpetition Interest, all Prepetition LP Facility Prepetition Interest, the Prepetition LP Facility Repayment Premium, SPSO Fee Claims, and all other amounts otherwise accrued

under the Prepetition LP Loan Documents with respect to such Prepetition LP Facility SPSO Claims through and including the Confirmation Date), plus (B) all Prepetition LP Facility Postpetition Interest that accrues on such Prepetition LP Facility SPSO Claims between the Confirmation Date and the Effective Date, plus (C) all SPSO Fee Claims incurred between the Confirmation Date and the Effective Date; or

(ii) in the event that Class 5B votes to reject the Plan, (A) the Allowed amount of the Prepetition LP Facility SPSO Claims, including the amount of the Prepetition LP Facility SPSO Subordinated Claims, shall be determined by the Bankruptcy Court after the Confirmation Date, (B) the Class 5B – Prepetition LP Facility SPSO Claims will be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII hereof, (C) each Holder of a Prepetition LP Facility SPSO Claim will not be treated as a Released Party, and (D) all claims against SPSO will be preserved.

(c) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility SPSO Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition LP Facility SPSO Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility SPSO Claim shall receive:

(i) in the event that Class 5B votes to accept the Plan, (A) Cash in the amount of the SPSO Fee Claims incurred between the Confirmation Date and the Effective Date, (B) its Pro Rata share of $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche B Term Loans, and (C) its Pro Rata share of 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class B Common Equity. A Holder's Pro Rata share in this Article III.B.6(c)(i) shall be the proportion that a Holder's Allowed Prepetition LP Facility SPSO Claim bears to the aggregate amount of all (X) Allowed Prepetition LP Facility SPSO Claims, plus (Y) Allowed Prepetition LP Facility Non-SPSO Claims, plus (Z) Allowed Prepetition Inc. Facility Non-Subordinated Claims if Class 6 votes to accept the Plan; or

(ii) in the event that Class 5B votes to reject the Plan, New LightSquared Tranche B Term Loans issued under the New LightSquared Term Loan Facility in an amount equal to its Allowed Prepetition LP Facility SPSO Claim.

Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition LP Facility SPSO Claims may receive Auction Proceeds in lieu of certain consideration set forth in this Article III.B.6(c), as provided in Article IV.C.

For the avoidance of doubt, except as set forth in Article IV.U hereof, the treatment specified in this Article III.B.6(c) shall be deemed in full and final satisfaction of Allowed Prepetition LP Facility SPSO Claims and, upon the occurrence of the Effective Date and receipt of the treatment provided for herein, Holders of such Allowed Prepetition LP Facility SPSO Claims shall not hold or assert deficiency claims against any of the Inc. Debtors' Estates.

(d) *Voting*: Class 5B is Impaired by the Plan. Each Holder of a Class 5B – Prepetition LP Facility SPSO Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan; provided, that such vote may be designated under section 1126(e) of the Bankruptcy Code pursuant to an order of the Bankruptcy Court.

7. Class 5C – Prepetition LP Facility SPSO Subordinated Claims

(a) *Classification*: Class 5C consists of all Prepetition LP Facility SPSO Subordinated Claims, if any.

(b) *Allowance*: In the event that Class 5B votes to reject the Plan, (i) the Allowed Amount of the Prepetition LP Facility SPSO Subordinated Claims shall be determined by the Bankruptcy Court after the Confirmation Date, (ii) the Class 5C – Prepetition LP Facility SPSO Subordinated Claims will be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII hereof, (iii) each Holder of a Prepetition LP Facility SPSO Subordinated Claim will not be treated as a Released Party, and (iv) all claims against SPSO will be preserved.

(c) *Treatment*: In the event that Class 5B votes to reject the Plan, then in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility SPSO Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim shall receive its Pro Rata share of (i) Excess LP Auction Proceeds, if any, and (ii) on account of any Allowed Prepetition LP Facility SPSO Subordinated Guarantee Claims, Excess Inc. Auction Proceeds, if any, as provided in Article IV.C; provided, in no event shall any distribution to a Holder of an Allowed Prepetition LP Facility SPSO

Subordinated Claim pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Prepetition LP Facility SPSO Subordinated Claim (including any Allowed Prepetition LP Facility SPSO Subordinated Guarantee Claims).

(d) *Voting*: Class 5C is Impaired by the Plan. Each Holder of a Class 5C – Prepetition LP Facility SPSO Subordinated Claim, if any, as of the Voting Record Date is entitled to vote to accept or reject the Plan; provided, that such vote may be designated under section 1126(e) of the Bankruptcy Code pursuant to an order of the Bankruptcy Court. For the avoidance of doubt, in the event that Class 5B votes to accept the Plan, Class 5C will not exist and any vote cast with respect to Class 5C will not be counted.

8. Class 6 – Prepetition Inc. Facility Non-Subordinated Claims

(a) *Classification*: Class 6 consists of all Prepetition Inc. Facility Non-Subordinated Claims.

(b) *Allowance*: Prepetition Inc. Facility Non-Subordinated Claims shall be Allowed Claims on the Effective Date for all purposes and, for the avoidance of doubt, shall include all Prepetition Inc. Facility Postpetition Interest, all Prepetition Inc. Facility Prepetition Interest, the Prepetition Inc. Facility Repayment Premium, and the MAST Fee Claims.

(c) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Non-Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim shall receive (i) Cash in the amount of the MAST Fee Claims, (ii) its Pro Rata share of $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche A Term Loans, and (iii) its Pro Rata share of 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class A Common Equity; provided, however, that if Class 5B votes to reject the Plan, the amount of the New LightSquared Term Loans issued pursuant to this Article III.B.8(c) shall be increased to $1.2 billion. A Holder's Pro Rata share in this Article III.B.8(c) shall be the proportion that a Holder's Allowed Prepetition Inc. Facility Non-Subordinated Claim bears to the aggregate amount of all (A) Allowed Prepetition Inc. Facility Non-Subordinated Claims, plus (B) Allowed Prepetition LP Facility Non-SPSO Claims, plus (C) Allowed Prepetition LP Facility SPSO Claims if Class 5B votes to accept the Plan.

Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition Inc. Facility Non-Subordinated Claims shall receive Auction Proceeds in lieu of certain consideration set forth in this Article III.B.8(c), as provided in Article IV.C.

(d) *Voting:* Class 6 is Impaired by the Plan. Each Holder of a Class 6 – Prepetition Inc. Facility Non-Subordinated Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

9. Class 7 – Prepetition Inc. Facility Subordinated Claims

(a) *Classification*: Class 7 consists of all Prepetition Inc. Facility Subordinated Claims.

(b) *Allowance*: Prepetition Inc. Facility Subordinated Claims shall be Allowed as follow:

(i) in the event that Class 7 votes to accept the Plan, the Prepetition Inc. Facility Subordinated Claims shall be Allowed Claims on the Effective Date for all purposes; or

(ii) in the event that Class 7 votes to reject the Plan, (A) the Allowed amount of the Prepetition Inc. Facility Subordinated Claims shall be determined by the Bankruptcy Court following and after giving effect to the outcome of the Prepetition Inc. Facility Actions, (B) the Class 7 – Prepetition Inc. Facility Subordinated Claims will be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII hereof, (C) each Holder of a Prepetition Inc. Facility Subordinated Claim will not be treated as a Released Party, and (D) all claims against Holders of Prepetition Inc. Facility Subordinated Claims will be preserved.

(c) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Prepetition Inc. Facility Subordinated Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition Inc. Facility Subordinated Claim shall receive its Pro Rata share of Excess Inc. Auction Proceeds, if any, as provided in Article IV.C; provided, in no event shall any distribution to a Holder of an Allowed Prepetition Inc. Facility Subordinated Claim pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Prepetition Inc. Facility Subordinated Claim.

(d) *Voting:* Class 7 is Impaired by the Plan. Each Holder of a Class 7 – Prepetition Inc. Facility Subordinated Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

10. Class 8 – LP General Unsecured Claims

(a) *Classification*: Class 8 consists of all LP General Unsecured Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed LP General Unsecured Claim shall receive Plan Consideration in the form of Cash in an amount equal to the principal amount of such Allowed LP General Unsecured Claim.

(c) *Voting*: Class 8 is Impaired by the Plan. Each Holder of a Class 8 – LP General Unsecured Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

11. Class 9 – Inc. Convenience Claims

(a) *Classification*: Class 9 consists of all Inc. Convenience Claims, which are classified together pursuant to section 1122(b) of the Bankruptcy Code.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Convenience Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Inc. Convenience Claim shall receive Plan Consideration in the form of Cash in an amount equal to the principal amount of such Allowed Inc. Convenience Claim.

(c) *Voting*: Class 9 is Impaired by the Plan. Each Holder of a Class 9 – Inc. Convenience Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

12. Class 10 – Inc. General Unsecured Claims

(a) *Classification*: Class 10 consists of all Inc. General Unsecured Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed Inc. General Unsecured Claim shall receive its Pro Rata share of Excess Inc. Auction

Proceeds remaining, if any, as provided in Article IV.C; provided, in no event shall any distribution to a Holder of an Allowed Inc. General Unsecured Claim pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Inc. General Unsecured Claim.

(c) *Voting*: Class 10 is Impaired by the Plan. Each Holder of a Class 10 – Inc. General Unsecured Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

13. Class 11 – Existing LP Preferred Units Equity Interests

(a) *Classification*: Class 11 consists of all Existing LP Preferred Units Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Preferred Units Equity Interest, each Existing LP Preferred Units Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing LP Preferred Units Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing LP Preferred Units Equity Interest shall receive its Pro Rata share of Excess LP Auction Proceeds, if any, as provided in Article IV.C; provided, in no event shall any distribution to a Holder of an Allowed Existing LP Preferred Units Equity Interest pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Existing LP Preferred Units Equity Interest.

(c) *Voting*: Class 11 is Impaired by the Plan. Each Holder of a Class 11 – Existing LP Preferred Units Equity Interest as of the Voting Record Date is entitled to vote to accept or reject the Plan.

14. Class 12 – Existing Inc. Preferred Stock Equity Interests

(a) *Classification*: Class 12 consists of all Existing Inc. Preferred Stock Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Preferred Stock Equity Interest, each Existing Inc. Preferred Stock Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing Inc. Preferred Stock Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing Inc. Preferred Stock Equity Interest shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C; provided, in no event shall any distribution to a Holder of an Allowed Existing Inc. Preferred Stock Equity Interest pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Existing Inc. Preferred Stock Equity Interest.

(c) *Voting*: Class 12 is Impaired by the Plan. Each Holder of a Class 12 – Existing Inc. Preferred Stock Equity Interest as of the Voting Record Date is entitled to vote to accept or reject the Plan.

15. Class 13 – Existing LP Common Units Equity Interests

(a) *Classification*: Class 13 consists of all Existing LP Common Units Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Common Units Equity Interest, each Existing LP Common Units Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, each Holder of an Allowed Existing LP Common Units Equity Interest shall receive its Pro Rata share of Excess LP Auction Proceeds, if any, as provided in Article IV.C.

(c) *Voting*: Class 13 is Impaired by the Plan. Each Holder of a Class 13 – Existing LP Common Units Equity Interest as of the Voting Record Date is entitled to vote to accept or reject the Plan.

16. Class 14 – Existing Inc. Common Stock Equity Interests

(a) *Classification*: Class 14 consists of all Existing Inc. Common Stock Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Common Stock Equity Interest, each Existing Inc. Common Stock Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing Inc. Common Stock Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing Inc. Common Stock Equity Interest shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C.

(c) *Voting*: Class 14 is Impaired by the Plan. Each Holder of a Class 14 – Existing Inc. Common Stock Equity Interest as of the Voting Record Date is entitled to vote to accept or reject the Plan.

17. Class 15 – Intercompany Claims

(a) *Classification*: Class 15 consists of all Intercompany Claims.

(b) *Treatment*: All Allowed Intercompany Claims shall be cancelled as of the Effective Date, and Holders of Allowed Intercompany Claims shall not receive any distribution from Plan Consideration, or retain any Claims, on account of such Allowed Intercompany Claims; [provided, however, that

any Allowed Intercompany Claim of SkyTerra (Canada) Inc. against LightSquared Corp. shall not be cancelled and shall be Reinstated for the benefit of the Holder thereof.]

(c) *Voting*: Class 15 is Impaired by the Plan. Each Holder of a Class 15 – Intercompany Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. No Holder of a Class 15 – Intercompany Claim is entitled to vote to accept or reject the Plan.

18. Class 16 – Intercompany Interests

(a) *Classification*: Class 16 consists of all Intercompany Interests other than Existing LP Common Units Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Intercompany Interest other than Allowed Existing LP Common Units Equity Interests, on the Effective Date or as soon thereafter as reasonably practicable, each Allowed Intercompany Interest other than an Existing LP Common Units Equity Interests shall be Reinstated for the benefit of the Holder thereof and treated in accordance with the Plan, as applicable.

(c) *Voting*: Class 16 is Unimpaired by the Plan. Each Holder of a Class 16 – Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 16 Intercompany Interest is entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims and Equity Interests

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims or Equity Interests, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims or Equity Interests.

D. Acceptance or Rejection of Plan

1. Voting Classes Under Plan

Under the Plan, Classes 5A, 5B, 5C, 6, 7, 8, 9, 10, 11, 12, 13, and 14 are Impaired, and each Holder of a Claim or Equity Interest as of the Voting Record Date in such Classes is entitled to vote to accept or reject the Plan; provided, however, that to the extent that any Class of Claims or Equity Interests is satisfied in full, in Cash, from Plan Consideration, the Plan Proponents reserve the right to (a) deem such Class as Unimpaired and (b) treat the Holders in such Class as conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Presumed Acceptance Under Plan

Under the Plan, Classes 1, 2, 3, 4, and 16 are Unimpaired, and the Holders of Claims or Equity Interests in such Classes are (a) conclusively presumed to have accepted the Plan, and (b) not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited.

3. Deemed Rejection of the Plan

Under the Plan, Class 15 is Impaired, and the Holders of Claims in such Class (a) shall receive no distributions under the Plan on account of their Claims, (b) are deemed to have rejected the Plan, and (c) are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited.

4. Acceptance by Impaired Classes of Claims or Equity Interests

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

Pursuant to section 1126(d) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds (2/3) in amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

5. Presumed Acceptance by Non-Voting Classes

If a Class contains Claims or Equity Interests eligible to vote and no Holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Equity Interests in such Class.

E. Elimination of Vacant Classes

Any Class of Claims or Equity Interests that does not have a Holder of an Allowed Claim or Allowed Equity Interest, or a Claim or Equity Interest temporarily Allowed by the Bankruptcy Court as of the Confirmation Hearing Date, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Confirmation Pursuant to Section 1129(b) of Bankruptcy Code

To the extent that any Impaired Class votes to reject the Plan, the Plan Proponents may request Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code; provided, that the Plan Proponents shall not be required to satisfy section 1129(b) of the Bankruptcy Code with respect to any Class whose vote(s) are designated pursuant to section 1126(e) of the Bankruptcy Code. The Plan Proponents reserve the right to alter, amend, modify, revoke, or

withdraw this Plan or any document in the Plan Supplement, including amending or modifying it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

G. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Equity Interests, or any Class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF PLAN

A. Sources of Consideration for Plan Distributions

All consideration necessary for the Disbursing Agent to make Plan Distributions shall be obtained from the Plan Consideration. Plan Consideration to be paid or distributed with respect to any Allowed Claims or Equity Interests in Classes 5C, 7, 10, 11, 12, 13, and 14 shall consist solely of Excess Auction Proceeds.

B. Plan Transactions

The Confirmation Order shall be deemed to authorize, among other things, the Plan Transactions. On and after the Confirmation Date or the Effective Date, as applicable, the Debtors or the Reorganized Debtors, as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and this Article IV, including: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, reorganization, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (3) the filing of appropriate certificates of incorporation, certificates of partnership, merger, amalgamation, consolidation, conversion, reconstitution, or dissolution with the appropriate governmental authorities pursuant to applicable law; and (4) all other actions that the Debtors or the Reorganized Debtors, as applicable, determine are necessary or appropriate.

1. Confirmation Date Plan Transactions. Certain Plan Transactions occurring on or as soon as practicable after the Confirmation Date shall include, without limitation, the following:

(a) New DIP Facilities. On or as soon as practicable after the Confirmation Date, the New DIP LP Facility Obligors, New DIP Inc. Facility Obligors, and the other relevant entities shall enter into the applicable New DIP Facility Credit Agreement. On the New DIP Facilities Closing Date, subject to the terms of the New DIP Facility Credit Agreements, the New DIP Facility Lenders shall fund the New DIP Facilities and the proceeds shall be used to (i) if and to the extent necessary, indefeasibly repay in full in Cash the Allowed DIP LP Facility Claims and Allowed DIP Inc.

Facility Claims, as applicable, (ii) pay (out of proceeds of the New DIP LP Facility) certain Ad Hoc LP Secured Group Fee Claims as set forth in Article II.A hereof, and (iii) fund the working capital requirements of the Debtors through the Effective Date.

Any New DIP LP Facility Loans to be made by SPSO, either in satisfaction of Allowed DIP LP Facility Claims held by SPSO or otherwise, shall be New DIP LP Facility Tranche B Loans. If SPSO or any SPSO Affiliate acquires any right, title, or interest to or in respect of New DIP LP Facility Tranche A Loans, such New DIP LP Facility Tranche A Loans shall automatically convert to New DIP LP Facility Tranche B Loans.

If New DIP LP Facility Tranche B Loans are Transferred to an Eligible Transferee, then such New DIP LP Facility Tranche B Loans shall convert to New DIP LP Facility Tranche A Loans. All Transfers of New DIP LP Facility Tranche B Loans shall be subject to the prior approval of the Debtors' board of directors or managers, as applicable. Any Transfer or purported Transfer of New DIP LP Facility Tranche B Loans without the prior approval of the Debtors' board of directors or managers, as applicable, shall be void ab initio (for the avoidance of doubt, if, following a Transfer of New DIP LP Facility Tranche B Loans, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be void ab initio).

(b) Auction for New LightSquared Common Equity.

(i) The Confirmation Order shall approve the Auction Procedures, and, to the extent a Qualified Bid with respect to the New LightSquared Common Equity is received, the sale of the New LightSquared Common Equity to the Successful Purchaser pursuant to sections 105(a), 1123(a)(5), 1123(b)(4), 1141, 1142(b), 1145, and 1146(a) of the Bankruptcy Code free and clear of any Claims, Liens, interests, or encumbrances.

(ii) Pursuant to the Auction Procedures, a Qualified Bid for the New LightSquared Common Equity shall, at a minimum (a "Minimum Bid"), be for Cash and (A) in the event that Class 5B and Class 6 vote to accept the Plan, shall be in a minimum amount sufficient to pay (1) all Allowed Prepetition LP Facility Non-SPSO Claims, (2) all Allowed Prepetition Inc. Facility Non-Subordinated Claims, and (3) all Allowed Prepetition LP Facility SPSO Claims, minus the maximum aggregate amount of New LightSquared Term Loans to be issued under the New LightSquared Term Loan Facility on account of such Claims, (B) in the event that Class 5B votes to reject the Plan and Class 6 votes to accept the Plan, shall be in a minimum amount sufficient to pay (1) all Allowed Prepetition LP

Facility Non-SPSO Claims and (2) all Allowed Prepetition Inc. Facility Non-Subordinated Claims, minus the maximum aggregate amount of New LightSquared Term Loans to be issued under the New LightSquared Term Loan Facility on account of such Claims, (C) in the event that Class 5B votes to accept the Plan and Class 6 votes to reject the Plan, shall be in a minimum amount sufficient to pay (1) all Allowed Prepetition LP Facility Non-SPSO Claims and (2) all Allowed Prepetition LP Facility SPSO Claims, minus the maximum aggregate amount of New LightSquared Term Loans to be issued under the New LightSquared Term Loan Facility on account of such Claims, or (D) in the event that Class 5B and Class 6 vote to reject the Plan, shall be in a minimum amount sufficient to pay all Allowed Prepetition LP Facility Non-SPSO Claims, minus the maximum aggregate amount of New LightSquared Term Loans to be issued under the New LightSquared Term Loan Facility on account of such Claims. Auction Proceeds shall be applied as set forth in Article IV.C. Any Holder of a Claim or Equity Interest under the Plan, on its own, together with any number of additional Holders of Claims and/or Equity Interests and/or in partnership with a third party, shall be permitted to submit a Qualified Bid in accordance with the Auction Procedures.

(iii) Subject to the approval of a Successful Purchaser by the Ad Hoc LP Secured Group in consultation with the Debtors, on the Effective Date, New LightSquared shall be authorized to, among other things, issue, sell, assign, and/or transfer the New LightSquared Common Equity, subject to applicable law and the terms and conditions of the Auction Procedures and the Confirmation Order, and take any and all actions necessary to consummate such transaction. Nothing in the Plan or Confirmation Order shall authorize the transfer or assignment of the New LightSquared Common Equity to the Successful Purchaser (or, if applicable, the Alternative Successful Purchaser) without such Successful Purchaser's (or, if applicable, the Alternative Successful Purchaser's) compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of the New LightSquared Common Equity.

2. Effective Date Plan Transactions. Certain Plan Transactions occurring on or as soon as practicable after the Effective Date shall include, without limitation, the following:

(a) Combination of Inc. Debtors' Assets with and into LightSquared LP. Except as may be otherwise set forth in a Plan Supplement, and in consideration of the treatment provided under the Plan with respect to Allowed Claims in Classes 2, 4, 6, 7, and 10, each Inc. Debtor shall sell, assign, and/or transfer to LightSquared LP all of such Inc. Debtor's assets and equity interests, including all legal, equitable, and beneficial right,

title, and interest thereto and therein, including, without limitation, all of such Inc. Debtor's equity interests, if any, in any Reorganized Debtor, intellectual property, contractual rights, Retained Causes of Action, and the right to prosecute such Retained Causes of Action and receive the benefits therefrom.

(b) New LightSquared. Except as may be otherwise set forth in a Plan Supplement, LightSquared LP shall be converted to a Delaware limited liability company or corporation with the appropriate governmental authorities pursuant to applicable law.

(c) New LightSquared Loan Facility. New LightSquared and the other relevant entities shall enter into the New LightSquared Loan Facility, comprised of the New LightSquared Term Loan Facility and the New LightSquared Working Capital Facility. Confirmation of the Plan shall constitute (i) approval of the New LightSquared Loan Facility and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the New LightSquared Loan Facility Obligors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (ii) authorization for the New LightSquared Loan Facility Obligors to enter into and execute the New LightSquared Loan Facility Agreement and such other documents as may be required or appropriate. On the Effective Date, the New LightSquared Loan Facility, together with any new promissory notes evidencing the obligation of the New LightSquared Loan Facility Obligors, and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by the New LightSquared Loan Facility Obligors pursuant to the New LightSquared Loan Facility and related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the New LightSquared Loan Facility Agreement and related documents.

(i) New LightSquared Term Loan Facility. New LightSquared and the other relevant entities shall enter into the New LightSquared Term Loan Facility, which shall be secured by senior liens on all assets of New LightSquared and its subsidiaries that shall rank pari passu with the liens securing the loans made pursuant to the New LightSquared Working Capital Facility, but which shall be subject to the "super-priority" status of the New LightSquared Working Capital Facility with respect to application of proceeds from collateral and (in certain circumstances) voluntary and mandatory prepayments, and which shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the Debtors. The New LightSquared Term Loans made pursuant to the New LightSquared Term Loan Facility shall be made by the Holders of Allowed Prepetition LP Facility Non-SPSO Claims,

Allowed Prepetition LP Facility SPSO Claims, and Allowed Prepetition Inc. Facility Non-Subordinated Claims pursuant to, and in accordance with, Article III.B. If there is a Successful Purchaser pursuant to the Auction described in Article IV.B.1(b), and such Successful Purchaser closes, the Auction Proceeds shall be applied in accordance with Article IV.C. Pursuant to Article IV.C, the aggregate amount of New LightSquared Term Loans to be made under the New LightSquared Term Loan Facility shall be reduced on a dollar for dollar basis by the amount of Auction Proceeds paid to Holders of Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition Inc. Facility Non-Subordinated Claims, and Allowed Prepetition LP Facility SPSO Claims in lieu of making New LightSquared Term Loans.

In the event Class 5B votes to accept the Plan, the New LightSquared Tranche B Term Loans shall be stapled to the New LightSquared Class B Common Equity, and, if applicable, the New LightSquared Tranche B Working Capital Loans, and may only be Transferred together as a single strip (with such strips to be divided into New LightSquared Stapled B Units). Restrictions on the Transfer of New LightSquared Stapled B Units are discussed below in Article IV.B.2(c) and (d).

If any New LightSquared Stapled B Units are Transferred to an Eligible Transferee, then such New LightSquared Class B Stapled Units shall convert into New LightSquared Class A Common Equity, New LightSquared Tranche A Term Loans, and, if applicable, New LightSquared Tranche A Working Capital Loans, and shall no longer be stapled or subject to the voting restrictions (or diluted voting requirements, as applicable) applicable to New LightSquared Class B Common Equity, New LightSquared Tranche B Term Loans, and, if applicable, New LightSquared Tranche B Working Capital Loans. In the event Class 5B votes to reject the Plan and Holders of Allowed Prepetition LP Facility SPSO Claims do not receive New LightSquared Common Equity, then if any New LightSquared Tranche B Term Loans are Transferred to an Eligible Transferee, such New LightSquared Tranche B Term Loans shall convert into New LightSquared Tranche A Term Loans, and shall no longer be subject to the voting restrictions applicable to New LightSquared Tranche B Term Loans. All Transfers of New LightSquared Stapled B Units or New LightSquared Tranche B Term Loans, as applicable, shall be subject to the prior approval of the Board. Any Transfer or purported Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Term Loans without the prior approval of the Board shall be void ab initio (for the avoidance of doubt, if, following a Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Term Loans, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be void ab initio).

On and after the Effective Date, SPSO and all SPSO Affiliates shall be prohibited from acquiring any additional debt or securities of the Reorganized Debtors, except with the prior approval of the Board. If SPSO or any SPSO Affiliate acquires any right, title, or interest to or in respect of any New LightSquared Tranche A Term Loan, such New LightSquared Tranche A Term Loan shall automatically convert into a New LightSquared Tranche B Term Loan.

(ii) New LightSquared Working Capital Facility. On the Effective Date, New LightSquared and the other relevant entities shall enter into the New LightSquared Working Capital Facility, which shall provide for new money loans in the aggregate principal amount of $500 million, plus additional loans in an aggregate principal amount equal to the New DIP Facility Claims to be satisfied thereby, which loans shall be secured by senior liens on all assets of New LightSquared and its subsidiaries that shall rank pari passu with the liens securing the loans made pursuant to the New LightSquared Term Loan Facility, but shall have "super-priority" status over the New LightSquared Term Loan Facility with respect to application of proceeds from collateral and (in certain circumstances) voluntary and mandatory prepayments, and which shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the Debtors. The members of the Ad Hoc LP Secured Group shall backstop, arrange or fund the New LightSquared Working Capital Facility pursuant to arrangements satisfactory to them. In the event Class 5B votes to accept the Plan, SPSO shall have the right to fund its pro rata share of the New LightSquared Working Capital Facility; provided that any New LightSquared Working Capital Loans to be made by SPSO, either in satisfaction of Allowed New DIP Facility Claims held by SPSO, if any, or otherwise, shall be New LightSquared Tranche B Working Capital Loans.

In the event Class 5B votes to accept the Plan, the New LightSquared Tranche B Working Capital Loans shall be stapled to the New LightSquared Class B Common Equity and the New LightSquared Tranche B Term Loans, and may only be Transferred together as a single strip (with such strips to be divided into New LightSquared Stapled B Units). Restrictions on the Transfer of New LightSquared Stapled B Units are discussed below in Article IV.B.2(d).

If any New LightSquared Stapled B Units are Transferred to an Eligible Transferee, then such New LightSquared Stapled B Units shall convert into New LightSquared Class A Common Equity, New LightSquared Tranche A Term Loans, and, if applicable, New LightSquared Tranche A Working Capital Loans, and shall no longer be stapled or subject to the voting restrictions (or diluted voting requirements, as applicable) applicable to New LightSquared Class B Common Equity, New LightSquared Tranche B Term Loans, and, if applicable, New

LightSquared Tranche B Working Capital Loans. In the event Class 5B votes to reject the Plan and Holders of Allowed Prepetition LP Facility SPSO Claims do not receive New LightSquared Common Equity, then if any New LightSquared Tranche B Working Capital Loans are Transferred to an Eligible Transferee, such New LightSquared Tranche B Working Capital Loans shall convert into New LightSquared Tranche A Working Capital Loans, and shall no longer be subject to the voting restrictions applicable to New LightSquared Tranche B Working Capital Loans. All Transfers of New LightSquared Stapled B Units or New LightSquared Tranche B Working Capital Loans, as applicable, shall be subject to the prior approval of the Board. Any Transfer or purported Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Working Capital Loans without the prior approval of the Board shall be void ab initio (for the avoidance of doubt, if, following a Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Working Capital Loans, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be void ab initio).

On and after the Effective Date, SPSO and all SPSO Affiliates shall be prohibited from acquiring any additional debt or securities of the Reorganized Debtors, except with the prior approval of the Board. If SPSO or any SPSO Affiliate acquires any right, title, or interest to or in respect of any New LightSquared Tranche A Working Capital Loan, such New LightSquared Tranche A Working Capital Loan shall automatically convert into a New LightSquared Tranche B Working Capital Loan.

New LightSquared shall use the proceeds from the New LightSquared Working Capital Facility for the purposes specified in the Plan, including to repay the New DIP Facilities (to the extent Holders of Allowed New DIP Facility Claims object to receiving New LightSquared Working Capital Facility Loans in satisfaction of such claims, as provided in Article II.E), for general corporate purposes and working capital needs, and to make Plan Distributions (other than Plan Distributions with respect to any Allowed Claims or Equity Interests in Classes 5C, 7, 10, 11, 12, 13, and 14, which shall be made solely from Excess Auction Proceeds).

(d) New LightSquared Common Equity. New LightSquared shall issue the New LightSquared Common Equity, comprised of New LightSquared Class A Common Equity and New LightSquared Class B Common Equity, required to be issued in accordance with the Plan and all related instruments, certificates, and other documents required to be issued or distributed pursuant to the Plan without the necessity of any further act or action under applicable law, regulation, order, or rule, or order of the Bankruptcy Court, but subject to the receipt of all regulatory approvals required in connection with such issuance.

(i) Economic Rights. Each share or unit of New LightSquared Class A Common Equity and New LightSquared Class B Common Equity will provide for the same rights as to dividends and distributions upon liquidation, which terms may not be altered without the consent of each of the holders of such shares or units.

(ii) Voting. Other than with respect to the economic rights discussed above, each share or unit of New LightSquared Class A Common Equity shall entitle the holder thereof to five (5) votes on any matter requiring the affirmative vote of the equityholders and each share or unit of New LightSquared Class B Common Equity shall entitle the holder thereof to one (1) vote on any matter requiring the affirmative vote of the equityholders.

(iii) Restrictions on Transfer.

The New LightSquared Class B Common Equity shall be stapled to the New LightSquared Tranche B Term Loans, and, if applicable, to the New LightSquared Tranche B Working Capital Loans, and may only be Transferred together as a single strip (with such strips to be divided into New LightSquared Stapled B Units). If any New LightSquared Stapled B Units are Transferred to an Eligible Transferee, then such New LightSquared Class B Stapled Units shall convert into New LightSquared Class A Common Equity, New LightSquared Tranche A Term Loans, and, if applicable, New LightSquared Tranche A Working Capital Loans, and shall no longer be stapled or subject to the voting restrictions (or diluted voting requirements, as applicable) applicable to New LightSquared Class B Common Equity, New LightSquared Tranche B Term Loans, and, if applicable, New LightSquared Tranche B Working Capital Loans. All Transfers of New LightSquared Stapled B Units shall be subject to the prior approval of the Board. Any Transfer or purported Transfer of New LightSquared Stapled B Units without the prior approval of the Board shall be void ab initio (for the avoidance of doubt, if, following a Transfer of New LightSquared Stapled B Units, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be void ab initio).

On and after the Effective Date, all Prohibited Transferees shall be prohibited from acquiring any additional debt or securities of the Reorganized Debtors, except with the prior approval of the Board and then, only upon such terms and conditions as may be approved by the Board in its sole and absolute discretion. If SPSO or any SPSO Affiliate acquires any right, title, or interest to, or in respect of, New LightSquared Class A Common Equity, such New

LightSquared Class A Common Equity shall automatically convert into New LightSquared Class B Common Equity.

(iv) New LightSquared Shareholder Agreement. Except to the extent there is a Successful Purchaser pursuant to the Auction, the foregoing terms regarding the rights and obligations of the New LightSquared Common Equity shall be implemented through an appropriate New LightSquared Shareholder Agreement or other appropriate terms contained in the Reorganized Debtors Corporate Governance Documents.

C. Allocation of Auction Proceeds

Auction Proceeds shall be applied (1) first, in an aggregate amount equal to the Minimum Bid to pay Pro Rata Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition Inc. Facility Non-Subordinated Claims, and Allowed Prepetition LP Facility SPSO Claims, as applicable, in lieu of the New LightSquared Common Equity to be otherwise provided with respect to such Allowed Claims pursuant to, and in accordance with, Article III.B, (2) second, with respect to any amount over and above the Minimum Bid, to pay Pro Rata such Allowed Claims in lieu of New LightSquared Term Loans to be issued to Holders of such Allowed Claims pursuant to, and in accordance with, Article III.B hereof, (3) third, to pay Allowed New DIP Facility Claims, and (4) fourth, to pay Allowed Prepetition LP Facility SPSO Subordinated Claims, if any, Allowed Existing LP Preferred Units Equity Interests, Allowed Existing LP Common Units Equity Interests, Allowed Prepetition Inc. Facility Subordinated Claims, Allowed Inc. General Unsecured Claims, Allowed Existing Inc. Preferred Stock Equity Interests, and Allowed Existing Inc. Common Stock Equity Interests in accordance with the immediately succeeding paragraph (which payments under this clause (4), for the avoidance of doubt, shall be made solely from Excess Auction Proceeds as described below). The amount of New LightSquared Term Loans to be issued to Holders of Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition Inc. Facility Non-Subordinated Claims, and Allowed Prepetition LP Facility SPSO Claims shall be reduced on a dollar for dollar basis by the amount of Auction Proceeds received by such Holders with respect to such New LightSquared Term Loans. The amount of New LightSquared Working Capital Facility Loans to be issued to Holders of Allowed New DIP Facility Claims shall be reduced on a dollar for dollar basis by the amount of Auction Proceeds received by such Holders in lieu of such New LightSquared Working Capital Facility Loans.

Excess Auction Proceeds, that is, Auction Proceeds remaining, if any, after payment in full in Cash of all Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition Inc. Facility Non-Subordinated Claims, Allowed Prepetition LP Facility SPSO Claims and Allowed New DIP Facility Claims, shall be held in trust by the Debtors or Reorganized Debtors, as the case may be, for the benefit of the Holders of Allowed Prepetition LP Facility SPSO Subordinated Claims, if any, Allowed Existing LP Preferred Units Equity Interests, Allowed Existing LP Common Units Equity Interests, Allowed Prepetition Inc. Facility Subordinated Claims, Allowed Inc. General Unsecured Claims, Allowed Existing Inc. Preferred Stock Equity Interests, and Allowed Existing Inc. Common Stock Equity Interests. The Excess Auction Proceeds shall then be allocated by the Bankruptcy Court as between the LP Debtors, on the one

hand (Excess LP Auction Proceeds), and the Inc. Debtors, on the other (Excess Inc. Auction Proceeds), and then paid to the Holders of Allowed Claims and Equity Interests against such Debtors in order of priority as follows: (1) with respect to Excess LP Auction Proceeds, (a) first, Allowed Prepetition LP Facility SPSO Subordinated Claims, if any, (b) second, Allowed Existing LP Preferred Units Equity Interests, and (c) third, Allowed Existing LP Common Units Equity Interests; and (2) with respect to Excess Inc. Proceeds (which includes Excess LP Auction Proceeds remaining, if any, after payment in full of Allowed Existing LP Preferred Units Equity Interests), (a) first, Allowed Prepetition Inc. Facility Subordinated Claims, (b) second, Allowed Inc. General Unsecured Claims, (c) third, Allowed Prepetition LP Facility SPSO Subordinated Guarantee Claims, if any, (d) fourth, Allowed Existing Inc. Preferred Stock Equity Interests, and (e) fifth, Allowed Existing Inc. Common Stock Equity Interests; provided, however, that the priority of distribution set forth herein with respect to Excess Inc. Auction Proceeds is subject to the outcome of the Prepetition Inc. Facility Actions, as applicable.

D. Section 1145 and Other Exemptions

The offering, issuance, and distribution of the securities contemplated by the Plan and any and all agreements incorporated therein, including New LightSquared Common Equity, shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act, and any other applicable state and federal law requiring registration or delivery of a prospectus prior to the offering, issuance, distribution, or sale of securities, pursuant to section 1145 of the Bankruptcy Code. In addition, any securities contemplated by the Plan and any and all agreements incorporated therein, including the New LightSquared Common Equity, shall be subject to (1) if issued pursuant to section 1145 of the Bankruptcy Code, the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (2) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments, (3) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in the Reorganized Debtors Corporate Governance Documents, and (4) applicable regulatory approval, if any.

E. Listing of New LightSquared Common Equity; Reporting Obligations

Except as the Board may otherwise direct, the Reorganized Debtors shall not be (1) obligated to list the New LightSquared Common Equity on a national securities exchange, (2) reporting companies under the Securities Exchange Act, (3) required to file reports with the Securities and Exchange Commission or any other entity or party, or (4) required to file monthly operating reports, or any other type of report, with the Bankruptcy Court after the Effective Date. In order to prevent the Reorganized Debtors from becoming subject to the reporting requirements of the Securities Exchange Act, except in connection with a public offering, the Reorganized Debtors Corporate Governance Documents may impose certain trading restrictions, and the New LightSquared Common Equity may be subject to certain transfer and other restrictions pursuant to the Reorganized Debtors Corporate Governance Documents.

F. Initial Boards of Directors and Managers

The Board shall be comprised of the persons identified in the Plan Supplement. The Board shall be selected in a manner to be determined by the Plan Proponents. In accordance with section 1129(a)(5) of the Bankruptcy Code, the Plan Proponents will disclose in the Plan Supplement the identity and affiliations of any person proposed to serve on the Board and, to the extent such person is an insider other than by virtue of being a director, the nature of any compensation for such person. Each director or manager appointed to the Board and to the boards of the other Reorganized Debtors, as applicable, shall serve from and after the Effective Date pursuant to the terms of the applicable Reorganized Debtors Corporate Governance Documents and applicable law.

The term of any current members of the boards of directors or managers of any of the Debtors shall expire upon the Effective Date. From and after the Effective Date, the members of the Board and the boards of any of the other Reorganized Debtors shall be selected and determined in accordance with the Reorganized Debtors Corporate Governance Documents of the applicable Reorganized Debtor and applicable law, including sections 1123(a)(7) and 1129(a)(5) of the Bankruptcy Code.

G. Reorganized Debtors Corporate Governance Documents and Indemnification Provisions Therein

On the Effective Date, the applicable Reorganized Debtors shall enter into and deliver the relevant Reorganized Debtors Corporate Governance Documents.

Confirmation of the Plan shall constitute authorization and approval: (1) of the Reorganized Debtors Corporate Governance Documents and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors; and (2) for the Reorganized Debtors to enter into and execute, on or after the Effective Date, the Reorganized Debtors Corporate Governance Documents and such other documents as may be required or appropriate, including, without limitation, (a) taking steps, in the discretion of the Plan Proponents and Reorganized Debtors, as applicable, to insulate certain equityholders of New LightSquared in accordance with Section 1.993 of the rules of the FCC and (b) taking such other measures as deemed necessary and appropriate by the Plan Proponents to institute the measures set forth therein to have New LightSquared deemed, on the Effective Date, to be less than 25% foreign owned for purposes of compliance with Section 310(b) of the Communications Act of 1934, as amended, and the rules of the FCC. On the Effective Date, the Reorganized Debtors Corporate Governance Documents, together with all other documents, instruments, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by the Reorganized Debtors pursuant to the Reorganized Debtors Corporate Governance Documents and related documents shall be satisfied pursuant to, and as set forth in, the Reorganized Debtors Corporate Governance Documents and related documents.

As of the Effective Date, the Reorganized Debtors Corporate Governance Documents shall provide for the indemnification, defense, reimbursement, exculpation, and limitation of

liability of, and advancement of fees and expenses to, the Reorganized Debtors' then current directors, officers, employees, or agents (and such directors, officers, employees, or agents that held such positions as of the Confirmation Date) at least to the same extent as the organizational documents of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, or asserted or unasserted, and none of the Reorganized Debtors shall amend or restate the Reorganized Debtors Corporate Governance Documents before or after the Effective Date to terminate or materially adversely affect any of the Reorganized Debtors' obligations to provide such indemnification rights or such directors', officers', employees', or agents' indemnification rights.

H. Management Incentive Plan

On or as soon as practicable following the Effective Date, the Board may adopt a Management Incentive Plan. **All New LightSquared Common Equity to be issued pursuant to the Pla n to Holde rs of Allo wed Claims shall be subject to dilution by any Ne w LightSquared Common Equity issued pursuant to a Management Incentive Plan.**

I. Management and Officers of Reorganized Debtors

Subject to any applicable employment contracts and applicable law, from and after the Effective Date, the officers of the Reorganized Debtors will be selected and appointed by the board of directors of New LightSquared in accordance with, and pursuant to, the provisions of the Reorganized Debtors Corporate Governance Documents of New LightSquared, and applicable law.

J. Corporate Governance

As shall be set forth in the Reorganized Debtors Charters and Reorganized Debtors Bylaws, the Reorganized Debtors Boards shall consist of a number of members, and be appointed in a manner, to be agreed upon by each Plan Proponent or otherwise provided in the Reorganized Debtors Corporate Governance Documents. In accordance with section 1129(a)(5) of the Bankruptcy Code, to the extent not already disclosed, the Plan Proponents shall disclose the following at, or prior to, the Confirmation Hearing: (1) the identities and affiliations of any Person proposed to serve as a member of the Reorganized Debtors Boards or officer of the Reorganized Debtors and (2) the nature of compensation for any officer employed or retained by the Reorganized Debtors who is an "insider" under section 101(31) of the Bankruptcy Code.

K. Vesting of Assets in Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, on the Effective Date, notwithstanding any prohibition of assignability under applicable non-bankruptcy law and in accordance with section 1141 of the Bankruptcy Code, all property in each Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for any Liens granted to secure the New LightSquared Working Capital Facility and New LightSquared Term

Loans) without further notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court, or any other Entity.

On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Equity Interests, or Retained Causes of Action without further notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court, or any other Entity and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AFTER THE EFFECTIVE DATE, NO REORGANIZED DEBTOR AND NO AFFILIATE OF ANY SUCH REORGANIZED DEBTOR SHALL HAVE, OR BE CONSTRUED TO HAVE OR MAINTAIN, ANY LIABILITY, CLAIM, OR OBLIGATION THAT IS BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE OR THING OCCURRING OR IN EXISTENCE ON OR PRIOR TO THE EFFECTIVE DATE OF THE PLAN (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY, CLAIM, OR OBLIGATION ARISING UNDER APPLICABLE NON-BANKRUPTCY LAW AS A SUCCESSOR TO LIGHTSQUARED INC., LIGHTSQUARED LP, OR ANY OTHER DEBTOR) AND NO SUCH LIABILITY, CLAIM, OR OBLIGATION FOR ANY ACTS SHALL ATTACH TO ANY OF THE REORGANIZED DEBTORS OR ANY OF THEIR AFFILIATES. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT AND SHALL NOT BE DEEMED TO PROVIDE A RELEASE OR WAIVER IN FAVOR OF HARBINGER.

L. Cancellation of Securities and Agreements

On the Effective Date (or the New DIP Facilities Closing Date with respect to the DIP LP Facility and DIP Inc. Facility), except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under the DIP Facilities, the Prepetition Loan Documents, the Existing Shares, and any other Certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors giving rise to any Claim or Equity Interest (except certain Intercompany Interests that are to be Reinstated pursuant to the Plan), shall be cancelled solely as to the Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, Certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except certain Intercompany Interests that are to be Reinstated pursuant to the Plan) shall be released and discharged; provided, however, any agreement that governs the rights of the Holder of a Claim or Equity Interest shall continue in effect solely for the purposes of allowing such Holders to receive Plan Distributions under the Plan; provided, further, the preceding proviso shall not affect the discharge of Claims or Equity Interests pursuant to the Bankruptcy Code, the Confirmation Order, the Confirmation Recognition Order, or the Plan or result in any expense or liability to the Reorganized Debtors.

M. Corporate Existence

Except as otherwise provided in the Plan or as contemplated by the Plan Transactions, including Article IV.B.2(a), each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, unlimited liability company, partnership, or other form, as applicable, with all the powers of a corporation, limited liability company, unlimited liability company, partnership, or other form, as applicable, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan without further notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court to the extent permitted by Canadian law, or any other Entity.

N. Corporate Action

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Equity Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity or Person, including, without limitation, the following: (1) all transfers of assets (including Equity Interests) that are to occur pursuant to the transactions contemplated under the Plan; (2) the incurrence of all obligations contemplated by the Plan and the making of Plan Distributions; (3) the execution and delivery of all applicable Plan Documents; (4) the implementation of all settlements and compromises as set forth in, incorporated by reference, or otherwise contemplated by the Plan; (5) the execution and delivery or consummation of any and all transactions, contracts, or arrangements permitted by applicable law, order, rule, or regulation; (6) the adoption of by-laws and certificates of incorporation; and (7) the selection of the Board. All matters provided for in the Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

On or, as applicable, prior to the Effective Date, the appropriate officers, managers, or authorized person of the Debtors (including, any president, vice-president, chief executive officer, treasurer, general counsel, or chief financial officer thereof) shall be authorized and directed to issue, enter, execute, and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name, and on behalf, of the Debtors, including, as appropriate: (1) all transfers of assets (including Equity Interests) that are to occur pursuant to the transactions contemplated under the Plan; (2) the incurrence of all obligations contemplated by the Plan and the making of Plan Distributions; (3) the execution and delivery of all applicable Plan Documents; (4) the implementation of all settlements and compromises as set forth in, incorporated by reference, or otherwise contemplated by the Plan; (5) the execution and delivery or consummation of any and all transactions, contracts, or arrangements permitted by applicable law, order, rule, or

regulation; (6) the adoption of the Reorganized Debtors Corporate Governance Documents; and (7) the selection of the Board. The authorizations and approvals contemplated by this Article IV.N shall be effective notwithstanding any requirements under non-bankruptcy law.

O. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors and the officers and members of the boards of directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name, and on behalf, of the Reorganized Debtors, without further notice to or action, order, or approval of the Bankruptcy Court, the Canadian Court, or any other Entity.

P. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, FCC filing or recording fee, Industry Canada filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

Q. Preservation, Transfer, and Waiver of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any Retained Causes of Actions that may be described in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors, as applicable, shall not pursue any and all available Causes of Action against them. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all

Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors, as applicable.

R. Assumption of D&O Liability Insurance Policies

To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, then, notwithstanding anything in the Plan to the contrary, the Debtors shall be deemed to have assumed all of the Debtors' unexpired D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order shall constitute, subject to the occurrence of the Effective Date, the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed.

In addition, after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect on the Petition Date, with respect to conduct occurring prior thereto, and (except as otherwise set forth herein) all directors and officers of the Debtors who served in such capacity at any time on and after the Confirmation Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

S. Employee and Retiree Benefits

Except as otherwise provided in the Plan, on and after the Effective Date, the applicable Reorganized Debtors intend to assume and continue to perform the Debtors' obligations to: (1) honor, in the ordinary course of business, any contracts, agreements, policies, programs, and plans, in each case, to the extent disclosed in the Disclosure Statement or other pleadings, for, among other things, compensation and wages (including equity based and bonus compensation), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, severance or termination benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and current and former employees of any of the Debtors who served in such capacity at any time; and (2) honor, in the ordinary course of business, Claims of current and former employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date; provided, however, that the Debtors' or Reorganized Debtors' performance of any employment agreement shall not entitle any Person or Entity to any benefit or alleged entitlement under any policy,

program, or plan that has expired or been terminated before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program, or plan. In addition, as of the Effective Date, (1) Equity Interests granted to an existing employee of the Debtors pursuant to any equity plan maintained by the Debtors or under any existing employment agreement of the Debtors, and any such applicable equity plan, shall be cancelled and terminated and (2) Holders of such Equity Interests shall be treated in accordance with Class 14 in Article III.B.16 hereof; provided, that the applicable Reorganized Debtors boards shall maintain the discretion to execute and implement agreements or plans that grant current and former employees of the applicable Reorganized Debtors awards of stock options, equity appreciation rights, restricted equity, phantom equity, or any other Cash or performance-based awards as the Reorganized Debtors boards deem appropriate.

Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid to the extent required by applicable law.

T. Prepetition Inc. Facility Actions

With respect to any Holders of a Prepetition Inc. Facility Non-Subordinated Claim in Class 6 or Prepetition Inc. Facility Subordinated Claim in Class 7 who vote to reject the Plan and do not waive the Potential Harbinger Claims, as applicable, the Confirmation Order shall be deemed to be an order granting the Ad Hoc LP Secured Group standing to bring, on or before the Effective Date, Prepetition Inc. Facility Actions against such Holders.

U. Withdrawal of Plan With Respect To Inc. Debtors

The Plan is a joint chapter 11 plan for the resolution of outstanding Claims against, and Equity Interests in, the consolidated Inc. Debtors and the LP Debtors. If, however, Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan, then the Plan shall be withdrawn with respect to all of the Inc. Debtors, shall be a plan only for the LP Debtors and may be confirmed with respect to the LP Debtors. If the Plan is withdrawn with respect to the Inc. Debtors, then without any further notice or action, order, or approval of the Bankruptcy Court, and notwithstanding anything to the contrary contained in the Plan, the Plan shall be deemed amended and modified to, among other things, eliminate (1) the Inc. Debtors from the Plan, (2) treatment of all Claims against and Equity Interests in any of the Inc. Debtors, (3) the combination of Inc. Debtors' Assets with and into LightSquared LP pursuant to Article IV.B.2, (4) the substantive consolidation of the Inc. Debtors pursuant to Article I.C, (5) the inclusion of any Claims against or Equity Interests in the Inc. Debtors in the calculation of the Pro Rata share of treatment provided to a Holder of an Allowed Claim against the LP Debtors, (6) any New DIP Inc. Facility Loans to be issued on account of Allowed DIP Inc. Facility Claims, (7) any New LightSquared Working Capital Facility Loans related to repayment of New DIP Inc. Facility Loans, and the amount of the New LightSquared Working Capital Facility will be adjusted accordingly, (8) any Inc. Debtor and any Holder of a Claim against or Equity

Interest in any Inc. Debtor, in their capacity as such a Holder, from the definition of "Released Party," and (9) any settlement or compromise for the benefit of any Inc. Debtor or any Holder of a Claim against or Equity Interest in any Inc. Debtor, in their capacity as such a Holder.

For the avoidance of doubt, notwithstanding anything to the contrary contained in the Plan, if the Plan is withdrawn with respect to the Inc. Debtors, then all claims and Causes of Action held by any LP Debtor or any Holder of a Claim against or Equity Interest in an LP Debtor against any Inc. Debtor or any Holder of a Claim against or Equity Interest in an Inc. Debtor shall be and are preserved and shall not be and are not released, waived or compromised under or pursuant to the Plan, including, without limitation, any and all claims arising under and pursuant to the Prepetition LP Loan Documents.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. Rejection of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease (a) is listed on the Schedule of Assumed Agreements in the Plan Supplement, (b) has been previously assumed, assumed and assigned, or rejected by the Debtors by Final Order or has been assumed, assumed and assigned, or rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date, (c) is the subject of a motion to assume, assume and assign, or reject pending as of the Effective Date, (d) is an Intercompany Contract, or (e) is otherwise assumed, or assumed and assigned, pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Non-Debtor parties to Executory Contracts or Unexpired Leases that are rejected as of the Effective Date shall have the right to assert a Claim on account of the rejection of such Executory Contracts or Unexpired Leases, including under section 502(g) of the Bankruptcy Code; provided, however, that the non-Debtor parties must comply with Article V.B hereof.

Any Executory Contract and Unexpired Lease not previously assumed, assumed and assigned, or rejected by an order of the Bankruptcy Court, and not listed on the Schedule of Assumed Agreements in the Plan Supplement, shall be rejected on the Effective Date.

2. Assumption of Executory Contracts and Unexpired Leases

In connection with the Confirmation and Consummation of the Plan, the Plan Proponents shall designate the Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, pursuant to, and in accordance with, the Plan. On the Effective Date, the Debtors shall

assume, or assume and assign, all of the Executory Contracts and Unexpired Leases listed on the Schedule of Assumed Agreements in the Plan Supplement, which shall include the Inmarsat Cooperation Agreement (unless otherwise agreed in writing by the Ad Hoc LP Secured Group).

With respect to each such Executory Contract and Unexpired Lease listed on the Schedule of Assumed Agreements in the Plan Supplement, the Plan Proponents shall have designated a proposed amount of the Cure Costs, and the assumption, or assumption and assignment, of such Executory Contract and Unexpired Lease may be conditioned upon the disposition of all issues with respect to such Cure Costs. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any such assumptions, or assumptions and assignments, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed, or assumed and assigned, in the Chapter 11 Cases, including hereunder, except Proofs of Claim asserting Cure Costs pursuant to the order approving such assumption, or assumption and assignment, including the Confirmation Order, shall be deemed disallowed and expunged from the Claims Register as of the Effective Date without any further notice to, or action, order, or approval of, the Bankruptcy Court.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Notwithstanding anything in the Claims Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease, including pursuant hereto, gives rise to a Claim by the non-Debtor party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Debtors, their respective successors, or their respective property unless a Proof of Claim is Filed and served on the Reorganized Debtors no later than thirty (30) days after the Effective Date. All Allowed Claims arising from the rejection of the Inc. Debtors' Executory Contracts and Unexpired Leases shall be classified as Inc. General Unsecured Claims and shall be treated in accordance with Class 10 in Article III.B.12 hereof, and all Allowed Claims arising from the rejection of the LP Debtors' Executory Contracts and Unexpired Leases shall be classified as LP General Unsecured Claims and shall be treated in accordance with Class 8 in Article III.B.10 hereof.

C. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed Pursuant to Plan

With respect to any Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, pursuant hereto, all Cure Costs shall be satisfied at the option of the Plan Proponents or Reorganized Debtors, as applicable, (1) by payment of the Cure Costs in Cash on the Effective Date or as soon thereafter as reasonably practicable or (2) on such other terms as the parties to each such Executory Contract or Unexpired Lease may otherwise agree without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

In accordance with the Prior Bid Procedures Order, on November 22, 2013, the Debtors Filed with the Bankruptcy Court and served upon all counterparties to such Executory Contracts and Unexpired Leases, a notice regarding any potential assumption, or assumption and assignment, of their Executory Contracts and Unexpired Leases and the proposed Cure Costs in

connection therewith, which notice (1) listed the applicable Cure Costs, if any, (2) described the procedures for filing objections to the proposed assumption, assumption and assignment, or Cure Costs, and (3) explained the process by which related disputes shall be resolved by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to any potential assumption, assumption and assignment, or related Cure Costs must have been Filed, served, and actually received by (1) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005 (Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq.), counsel to the Debtors, and (2) any other notice parties identified on the notice no later than 4:00 p.m. (prevailing Eastern time) on November 29, 2013; provided, however, that any objection by a counterparty to an Executory Contract or Unexpired Lease solely to the Reorganized Debtors' financial wherewithal must have been Filed, served, and actually received by the appropriate notice parties no later than December 30, 2013, at 4:00 p.m. (prevailing Eastern time). Any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to the proposed assumption, assumption and assignment, or Cure Costs shall be deemed to have assented to such assumption, assumption and assignment, or Cure Costs, as applicable.

In the event of a dispute regarding (1) the amount of any Cure Costs, (2) the ability of the Reorganized Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under such Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, or (3) any other matter pertaining to assumption, or assumption and assignment, of such Executory Contract or Unexpired Lease, the payment of any Cure Costs shall be made following the entry of a Final Order resolving the dispute and approving the assumption, or assumption and assignment, of such Executory Contract or Unexpired Lease; provided, however, that the Plan Proponents or Reorganized Debtors, as applicable, may settle any dispute regarding the amount of any Cure Costs without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity; provided, further, that notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtors reserve the right to reject, subject to the consent of the Ad Hoc LP Secured Group, any Executory Contract or Unexpired Lease; provided, further, that the Bankruptcy Court shall adjudicate and decide any unresolved disputes relating to the assumption of Executory Contracts and Unexpired Leases, including, without limitation, disputed issues relating to Cure Costs, financial wherewithal, or adequate assurance of future performance, at a hearing scheduled for a date and time set forth in the Confirmation Order.

Assumption, or assumption and assignment, of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed, or assumed and assigned, Executory Contract or Unexpired Lease at any time prior to the effective date of assumption, or assumption and assignment.

D. Pre-existing Obligations to Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary,

the Plan Proponents and the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors, from non-Debtor counterparties to rejected Executory Contracts or Unexpired Leases.

E. Intercompany Contracts, Contracts, and Leases Entered into After Petition Date, Assumed Executory Contracts, and Unexpired Leases

Any (1) Intercompany Contracts, (2) contracts and leases entered into after the Petition Date by any Debtor to the extent not rejected prior to the Effective Date, and (3) any Executory Contracts and Unexpired Leases assumed, or assumed and assigned, by any Debtor and not rejected prior to the Effective Date, may be performed by the applicable Reorganized Debtor in the ordinary course of business.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed, or assumed and assigned, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or is rejected under the Plan.

Modifications, amendments, supplements, and restatements to Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Postpetition Contracts and Leases

Each Reorganized Debtor shall perform its obligations under each contract and lease entered into by the respective Debtor or applicable Reorganized Debtor after the Petition Date, including any Executory Contract and Unexpired Lease assumed by such Debtor or Reorganized Debtor, in each case, in accordance with, and subject to, the then applicable terms. Accordingly, such contracts and leases (including any assumed Executory Contracts or Unexpired Leases) shall survive, and remain unaffected by, entry of the Confirmation Order.

H. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease by the Plan Proponents on any exhibit to the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Plan Proponents that any such contract or lease is or is not, in fact, an Executory Contract or Unexpired Lease or that the Debtors, or their respective Affiliates, have any liability thereunder.

The Plan Proponents reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Agreements until and including the Effective Date or as otherwise

provided by Bankruptcy Court order; provided, however, that if there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or with respect to asserted Cure Costs, then the Plan Proponents or the Reorganized Debtors, as applicable, shall have thirty (30) days following the entry of a Final Order resolving such dispute to amend the decision to assume, or assume and assign, such Executory Contract or Unexpired Lease.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request to extend the deadline for assuming, assuming and assigning, or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distribution Record Date

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the Debtors, the applicable agent under the DIP Facilities, the applicable agent under the Prepetition Facilities, or their respective agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Equity Interests. Except as otherwise provided in the Plan, the Debtors and the Reorganized Debtors, as applicable, shall have no obligation to recognize any transfer of the Claims or Equity Interests occurring on or after the Distribution Record Date. Except as otherwise provided in the Plan, the Debtors and the Reorganized Debtors, as applicable, shall be entitled to recognize and deal for all purposes hereunder only with those record Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

B. Timing and Calculation of Amounts To Be Distributed

Unless otherwise provided in the Plan, on the Effective Date or as soon thereafter as reasonably practicable (or if a Claim or an Equity Interest is not Allowed on the Effective Date, on the date that such a Claim or an Equity Interest is Allowed, or as soon thereafter as reasonably practicable), each Holder of an Allowed Claim or an Allowed Equity Interest shall receive the full amount of the Plan Distribution that such Holder is entitled to pursuant to the Plan; provided, however, that Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, or assumed by the Debtors on or prior to the Effective Date, shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice.

Upon the Consummation of the Plan, the New LightSquared Common Equity shall be deemed to be issued to (and the Reinstated Intercompany Interests shall be deemed to be Reinstated for the benefit of), as of the Effective Date, the eligible Holders of Allowed Claims or Allowed Equity Interests, and the other eligible Entities hereunder, as applicable, without the

need for further action by any Debtor, Disbursing Agent, Reorganized Debtor, or any other Entity, including, without limitation, the issuance or delivery of any certificate evidencing any such debts, securities, shares, units, or interests, as applicable. Except as otherwise provided herein, the Holders of Allowed Claims and Allowed Equity Interests, and the other eligible Entities hereunder entitled to receive Plan Distributions pursuant to the terms of the Plan shall not be entitled to interest, dividends, or accruals on such Plan Distributions, regardless of whether such Plan Distributions are delivered on or at any time after the Effective Date.

The Disbursing Agent is authorized to make periodic Plan Distributions on account of Allowed Claims and Allowed Equity Interests and, if such periodic Plan Distributions are made, the Disbursing Agent shall reserve any applicable Plan Consideration from Plan Distributions to applicable Holders equal to the Plan Distributions to which Holders of Disputed Claims or Disputed Equity Interests would be entitled if such Disputed Claims or Disputed Equity Interests become Allowed.

C. Disbursing Agent

All Plan Distributions shall be made by New LightSquared as Disbursing Agent, or such other Entity designated by the Plan Proponents or New LightSquared, as applicable, as Disbursing Agent. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that a Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be as agreed by and between the Plan Proponents or the Reorganized Debtors, as applicable, and such Disbursing Agent.

Except as otherwise provided herein, Plan Distributions of Plan Consideration under the Plan shall be made by the Debtors or the Reorganized Debtors, as applicable, to the Disbursing Agent for the benefit of the Holders of Allowed Claims or Allowed Equity Interests, and the other eligible Entities hereunder, as applicable. All Plan Distributions by the Disbursing Agent shall be at the discretion of the Plan Proponents or the Reorganized Debtors, as applicable, and the Disbursing Agent shall not have any liability to any Entity for Plan Distributions made by them under the Plan.

D. Rights and Powers of Disbursing Agent

The Disbursing Agent shall be empowered to: (1) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (2) make all Plan Distributions contemplated hereby; (3) employ professionals to represent it with respect to its responsibilities; and (4) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

E. Plan Distributions on Account of Claims and Equity Interests Allowed After Effective Date

1. Payments and Plan Distributions on Disputed Claims and Disputed Equity Interests

Plan Distributions made after the Effective Date to Holders of Claims or Equity Interests that are not Allowed as of the Effective Date, but which later become Allowed Claims or Allowed Equity Interests, shall be deemed to have been made on the Effective Date.

2. Special Rules for Plan Distributions to Holders of Disputed Claims and Disputed Equity Interests

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties, (a) no partial payments and no partial Plan Distributions shall be made with respect to a Disputed Claim or Disputed Equity Interest until all such disputes in connection with such Disputed Claim or Disputed Equity Interest, respectively, have been resolved by settlement or Final Order, and (b) any Entity that holds both (i) an Allowed Claim or an Allowed Equity Interest and (ii) a Disputed Claim or a Disputed Equity Interest shall not receive any Plan Distribution on the Allowed Claim or Allowed Equity Interest unless and until all objections to the Disputed Claim or Disputed Equity Interest, respectively, have been resolved by settlement or Final Order and the Disputed Claims or Disputed Equity Interests have been Allowed.

F. Delivery of Plan Distributions and Undeliverable or Unclaimed Plan Distributions

1. Delivery of Plan Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make Plan Distributions to Holders of Allowed Claims and Allowed Equity Interests at the address for each such Holder as indicated on the Debtors' or the Reorganized Debtors' records as of the date of any such Plan Distribution; provided, however, that the manner of such Plan Distributions shall be determined at the discretion of the Plan Proponents or the Reorganized Debtors, as applicable; provided, further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder. Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Disbursing Agent by check or by wire transfer.

Each Plan Distribution referred to in Article VI hereof shall be governed by the terms and conditions set forth herein applicable to such Plan Distribution and by the terms and conditions of the instruments evidencing or relating to such Plan Distribution, if any, which terms and conditions shall bind each Entity receiving such Plan Distribution.

2. Delivery of Plan Distributions to Holders of Allowed Prepetition LP Facility Claims or Allowed Prepetition Inc. Facility Claims

The Plan Distributions provided for Allowed Prepetition LP Facility Claims or Allowed Prepetition Inc. Facility Claims in Articles III.B.5, III.B.6, III.B.7, and III.B.8 hereof shall be made to applicable Holders of Allowed Prepetition LP Facility Claims or Allowed Prepetition Inc. Facility Claims by the Disbursing Agent.

Notwithstanding anything to the contrary herein, no Holder of an Allowed Prepetition LP Facility Claim or an Allowed Prepetition Inc. Facility Claim shall be entitled to invoke any rights or remedies under any applicable Sharing Provision. Holders of Prepetition LP Facility Claims and Prepetition Inc. Facility Claims are entitled only to the treatment specified with respect to such Claims in the Plan.

3. Minimum Plan Distributions

Notwithstanding anything herein to the contrary, the Disbursing Agent shall not be required to make Plan Distributions or payments of Cash of less than the amount of $100 and shall not be required to make partial Plan Distributions or payments of fractions of dollars. Whenever any payment or Plan Distributions of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or Plan Distribution shall reflect a rounding of such fraction to the nearest whole dollar, with half dollars or less being rounded down. The Disbursing Agent shall not be required to make partial or fractional Plan Distributions of New LightSquared Common Equity and such fractions shall be deemed to be zero.

4. Undeliverable Plan Distributions and Unclaimed Property

In the event that any Plan Distribution to any Holder is returned as undeliverable, no Plan Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such Plan Distribution shall be made to such Holder without interest; provided, however, that such Plan Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Equity Interest in such property shall be discharged and forever barred.

G. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors and the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Plan Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Plan Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Plan Distributions pending receipt of information necessary to facilitate such Plan Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all Plan Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Plan Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent that the consideration exceeds the principal amount of the Allowed Claims, to any portion of such Allowed Claims for accrued but unpaid interest.

H. Setoffs

Each Debtor, or such entity's designee as instructed by such Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup

against any Allowed Claim (other than an Allowed Prepetition LP Facility Non-SPSO Claim, an Allowed Prepetition Inc. Facility Non-Subordinated Claim, Allowed DIP Facility Claim or, in the event Class 5B votes to accept the Plan, Allowed Prepetition LP Facility SPSO Claim) or any Allowed Equity Interest, and the Plan Distributions on account of such Allowed Claim or Allowed Equity Interest, any and all claims, rights, and Causes of Action that a Debtor or its successors may hold against the Holder of such Allowed Claim or Allowed Equity Interest after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim or Equity Interest (other than an Allowed Prepetition LP Facility Non-SPSO Claim, an Allowed Prepetition Inc. Facility Non-Subordinated Claim, Allowed DIP Facility Claim or, in the event Class 5B votes to accept the Plan, Allowed Prepetition LP Facility SPSO Claim) hereunder will constitute a waiver or release by a Debtor or its successor of any and all claims, rights, and Causes of Action that a Debtor or its successor may possess against such Holder.

I. Recoupment

In no event shall any Holder of Claims against, or Equity Interests in, the Debtors be entitled to recoup any such Claim or Equity Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor, or the Disbursing Agent. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a Plan Distribution on account of such Claim and receives payment from an Entity that is not a Debtor or a Reorganized Debtor, or the Disbursing Agent, on account of such Claim, such Holder shall, within two (2) weeks of receipt thereof, repay or return the Plan Distribution to the applicable Reorganized Debtor or the Disbursing Agent, to the extent that the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Plan Distribution under the Plan. The failure of such Holder to timely repay or return such Plan Distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each calendar day after the two (2)-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No Plan Distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be Filed and without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

3. Preservation of Insurance Rights

Pursuant to section 524(e) of the Bankruptcy Code, nothing in the Plan shall release or discharge any insurer from any obligations to any Person under applicable law or any policy of insurance under which any of the Debtors is an insured or a beneficiary, nor shall anything contained herein constitute or be deemed a waiver by any of the Debtors' insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

A. Allowance of Claims and Equity Interests

After the Effective Date, the Reorganized Debtors shall have and retain any and all rights and defenses that the Debtors had with respect to any Claim or Equity Interest immediately prior to the Effective Date, including the Causes of Action referenced in Article IV.Q hereof. Except as expressly provided herein, no Claim or Equity Interest shall become Allowed unless and until such Claim or Equity Interest is deemed Allowed under Article I.A.8 hereof or the Bankruptcy Code.

B. Claims and Equity Interests Administration Responsibilities

Except as otherwise provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole and exclusive authority to (1) File, withdraw, or litigate to judgment, objections to Claims or Equity Interests, (2) settle or compromise any Disputed Claim or Disputed Equity Interest without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity, and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

The Reorganized Debtors shall maintain the Disputed Claims and Equity Interests Reserve on account of the Disputed Claims and Disputed Equity Interests. The Disputed Claims and Equity Interests Reserve may be adjusted from time to time, and funds previously held in such reserve on account of Disputed Claims or Disputed Equity Interests that have subsequently become disallowed Claims or disallowed Equity Interests shall be released from such reserve and may be used to fund the other reserves and Plan Distributions.

C. Estimation of Claims or Equity Interests

Before the Effective Date, the Plan Proponents, and after the Effective Date, the Reorganized Debtors, may at any time request that the Bankruptcy Court estimate (1) any Disputed Claim or Disputed Equity Interest pursuant to applicable law and (2) any contingent or unliquidated Claim or Equity Interest pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any Entity previously has objected to such Claim or Equity Interest or whether the Bankruptcy Court has ruled on any such objection.

The Bankruptcy Court shall retain jurisdiction to estimate any Claim or Equity Interest, any group of Claims or Equity Interests, or any Class of Claims or Equity Interests, at any time during litigation concerning any objection, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim or Disputed Equity Interest, that estimated amount shall constitute either (1) the Allowed amount of such Disputed Claim or Disputed Equity Interest, (2) a maximum limitation on such Disputed Claim or Disputed Equity Interest, or (3) in the event such Disputed Claim or Disputed Equity Interest is estimated in connection with the estimation of other Claims or Equity Interests within the same Class, a maximum limitation on the aggregate amount of Allowed Claims or Equity Interests on account of such Disputed Claims or Disputed Equity Interests so estimated, in each case, for all purposes under the Plan (including for purposes of Plan Distributions); provided, however, that the Plan Proponents or the Reorganized Debtors, as applicable, may elect to pursue supplemental proceedings to object to any ultimate allowance of any Disputed Claim or Disputed Equity Interest and any ultimate Plan Distributions on such Claim or Equity Interest. Notwithstanding any provision in the Plan to the contrary, a Claim or Equity Interest that has been disallowed or expunged from the Claims Register or stock transfer ledger or similar register of the applicable Debtor, as applicable, but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars unless otherwise ordered by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim or Equity Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim or Equity Interest is estimated.

All of the aforementioned Claims or Equity Interests and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims or Equity Interests may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Expungement or Adjustment to Claims or Equity Interests Without Objection

Any Claim or Equity Interest that has been paid, satisfied, superseded, or compromised in full may be expunged on the Claims Register or stock transfer ledger or similar register of the applicable Debtor, as applicable, by the Reorganized Debtors, and any Claim or Equity Interest that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a Claims or Equity Interests objection having to be Filed and without any further notice

to, or action, order, or approval of, the Bankruptcy Court or any other Entity. Additionally, any Claim or Equity Interest that is duplicative or redundant with another Claim or Equity Interest against the same Debtor may be adjusted or expunged on the Claims Register or stock transfer ledger or similar register of the applicable Debtor, as applicable, by the Reorganized Debtors without a Claims or Equity Interests objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

E. No Interest

Unless otherwise (1) specifically provided for in the Plan or the Confirmation Order, (2) agreed to by the Plan Proponents or the Reorganized Debtors, as applicable, (3) provided for in a postpetition agreement in writing between the Plan Proponents or the Reorganized Debtors, as applicable, and a Holder of a Claim, or (4) allowed under applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final Plan Distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

F. Deadline To File Objections to Claims or Equity Interests

Any objections to Claims or Equity Interests shall be Filed no later than the Claims and Equity Interests Objection Bar Date, as may be extended from time to time.

G. Disallowance of Claims or Equity Interests

Any Claims or Equity Interests held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are transferees of transfers avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code or otherwise, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Equity Interests may not receive any Plan Distributions on account of such Claims or Equity Interests until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered and all sums or property due, if any, to the Debtors from that Entity have been turned over or paid.

EXCEPT AS PROVIDED HEREIN OR OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO, OR ACTION, ORDER, OR APPROVAL OF, THE BANKRUPTCY COURT OR ANY OTHER ENTITY, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY PLAN DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS ON OR BEFORE THE CONFIRMATION HEARING SUCH LATE CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

H. Amendments to Claims

On or after the later of the Effective Date or the applicable deadline set by the Bankruptcy Court, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Equity Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Plan Distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Equity Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Equity Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Equity Interests relate to services performed by current or former employees of the Debtors prior to the Effective Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case, whether or not (1) a Proof of Claim or proof of Equity Interest based upon such debt, right, or Equity Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (2) a Claim or Equity Interest based upon such debt, right, or Equity Interest is Allowed pursuant to section 502 of the Bankruptcy Code, or (3) the Holder of such a Claim or Equity Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Equity Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Equity Interests subject to the occurrence of the Effective Date.

B. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Allowed Equity Interests and the respective Plan Distributions and treatments under the Plan shall give effect to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Plan Proponents, as applicable, reserve the right to reclassify any Allowed Claim or Equity Interest in accordance with any

contractual, legal, or equitable subordination relating thereto. For the avoidance of doubt, (1) the Prepetition Inc. Facility Lender Subordination Agreement shall be enforceable as a subordination agreement under section 510(a) of the Bankruptcy Code and (2) in the event that Class 5B votes to reject the Plan, the Prepetition LP Facility SPSO Subordinated Claims shall be (a) Disputed Claims and shall be treated in accordance with Articles VI and VII hereof, (b) subordinated to all other Claims against each of the LP Debtors and Inc. Debtors, as applicable, and (b) treated under the Plan as an unsecured Claim.

C. Compromise and Settlement of Claims and Controversies

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Equity Interests, Causes of Action, and controversies resolved pursuant to the Plan and relating to any contractual, legal, and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any Plan Distributions to be made on account of such an Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests, Causes of Action, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims or Equity Interests and is fair, equitable, and reasonable. Plan Distributions made to Holders of Allowed Claims or Equity Interests are intended to be final. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, or Equity Interests in, the Debtors, and Causes of Action against other Entities. In addition, to the extent that Class 6 and Class 7 vote to accept, or are deemed to accept, the Plan (and with respect to Holders of Allowed Prepetition Inc. Facility Subordinated Claims in Class 7, agree to waive any purported Potential Harbinger Claims), entry of the Confirmation Order shall also operate to settle all Claims and Causes of Action alleged against the Prepetition Inc. Agent and the Prepetition Inc. Lenders in the Standing Motion, and the Standing Motion shall be deemed withdrawn with prejudice upon the occurrence of the Effective Date; provided, however, (1) if Holders of Allowed Prepetition Inc. Facility Non-Subordinated Claims in Class 6 vote to reject the Plan, then all Prepetition Inc. Facility Actions against such Holders shall not be settled, waived, or withdrawn and the Ad Hoc LP Secured Group shall be authorized and permitted to pursue all such Prepetition Inc. Facility Actions against such Holders, and (2) if Holders of Allowed Prepetition Inc. Facility Subordinated Claims in Class 7 vote to reject the Plan and/or do not agree to waive any purported Potential Harbinger Claims, then all Prepetition Inc. Facility Actions against such Holders shall not be settled, waived, or withdrawn and the Ad Hoc LP Secured Group shall be authorized and permitted to pursue all such Prepetition Inc. Facility Actions against such Holders.

D. Releases by Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the

implementation of the restruc turing transactions contemplated by the Plan, on and afte r the Effective Date, to the fu llest extent per missible under applicable law, the Release d Parties are deemed released and discharged by the Debtors, the Reorganiz ed Debtors, and the Estates from any and all clai ms, interests, obligations, rights, suits, damages, Causes of Action, remedies, an d liabilities whatsoever (including, but not limited to, the Ergen Actions in the event that Class 5 B votes to accept the Plan), and any derivative claims asserted on behalf of the Debtors or the Es tates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherw ise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their A ffiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest o r other Entity, based on or rela ting to, or in a ny manner arising from, in w hole or in par t, the Debtor s, the Chapter 11 Cases, the prepetition o r postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the New LightSquared Term L oan Facility, the New DIP Facilities, the Ne w LightSquared Working Capital Facility, or the New LightSquared Common Equity, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan , the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotia tion, formulation, or preparation of the Plan and the D isclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking pla ce on or before the Effect ive Date, other than claims or liabilities arising out of or rela ting to any act or om ission of a Released Party that constitutes w illful misconduct (including fraud) or gross negligence. Notw ithstanding anything contained herein to the contrary, the foregoing release do es not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New LightSquared Loan Facility Agreemen t, and Reorganiz ed Debtors Corporate Governance Documents) executed to implement the Plan.

E. Exculpation

Except as otherw ise specifically provided in the P lan, to th e fullest extent permissible under applicable law, no Exculpat ed Party shall h ave or incur, and each Exculpated Party is hereby releas ed and exculp ated from, any claim, obligation, Cause of Action, or liability for any act taken or omitte d to be taken in connection w ith, or related to, formulating, negotiating, preparing, di sseminating, implementing, administerin g, confirming, or effectin g the Confirmation or Consummation of this Plan, the Disclosure Statement, the Plan Documents, or any contra ct, instrument, release, or other agreement, or document created or entered into in conn ection with this Plan, o r any other prepetition or postpetition act taken or omitted to be ta ken in connection with, or in contemplation of, the restructuring of the Debtors, the approval of the Disclosure Statement, or Confirmation or Cons ummation of this Plan , except for (1) w illful misconduct (including fraud) or gross negligence and/or (2) the rights of any Entity to enforce th is Plan and th e contracts, instruments, releases, indentures, and other agreements or documents delivered under, or in connection w ith, this Plan, or assumed pursuant to this Plan, or assumed pursuant to a Final Order, but in all respects such Entities shal l be entitled to reasonably

rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

F. Third-Party Releases by Holders of Claims or Equity Interests

Except as otherwise specifically provided in the Plan, on and after the Effective Date, to the fullest extent permissible under applicable law, (1) each Released Party, (2) each present and former Holder of a Claim or Equity Interest, and (3) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including ex-officio members), officers, directors, principals, managers, trustees, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives (in each case, in his, her, or its capacity as such) (each of the foregoing parties in (1), (2), and (3), a "Releasing Party") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, Claims, Equity Interests, Causes of Action, remedies, and liabilities whatsoever (including, but not limited to, the Ergen Actions in the event that Class 5B votes to accept the Plan), and any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that each Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the New LightSquared Term Loan Facility, the New DIP Facilities, the New LightSquared Working Capital Facility, or the New LightSquared Common Equity, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence; <u>provided</u>, <u>however</u>, that the third-party release in this Article VIII.F shall not apply to each present and former Holder of a Claim or Equity Interest that (a) votes to reject the Plan or has abstained from voting to accept or reject the Plan and (b) rejects the third-party release provided in this Article VIII.F by checking the box on the applicable Ballot indicating that such Holder opts not to grant such third-party release.

Notwithstanding anything contained herein to the contrary, the third-party release herein does not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New LightSquared Loan Facility Agreement, and Reorganized Debtors Corporate Governance Documents) executed to implement the Plan.

G. Injunction

Except as otherwise expressly provided in the Plan, or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Article VIII.D hereof or Article VIII.F hereof, discharged pursuant to Article VIII.A hereof, or are subject to exculpation pursuant to Article VIII.E hereof, are permanently enjoined to the fullest extent permissible under applicable law, from and after the Effective Date, from (1) pursuing any claims or actions released pursuant to Article VIII.F hereof (including, but not limited to, the Ergen Actions in the event that Class 5B votes to accept the Plan), and (2) taking any of the following actions against the Debtors or the Reorganized Debtors: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plan. Nothing in the Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors or Reorganized Debtors, as applicable, and any such Entity agree in writing that such Entity shall (i) waive all Claims against the Debtors, the Reorganized Debtors, and the Estates related to such action and (ii) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

H. Release of Liens

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, (1) on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and (2) in the case of a Secured Claim, upon satisfaction in full of the portion of the Secured Claim that is Allowed as of the

Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, discharged, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledge, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns. The Reorganized Debtors shall be authorized to file any necessary or desirable documents to evidence such release in the name of such Holder of a Secured Claim.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION DATE AND EFFECTIVE DATE OF PLAN

A. Conditions Precedent to Confirmation Date

It shall be a condition to the Confirmation Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. Except as otherwise agreed by the Ad Hoc LP Secured Group, in consultation with the Debtors, the FCC shall not have: (a) denied any Material Regulatory Request in writing on material substantive grounds; (b) denied any Material Regulatory Request in writing on any other grounds without affording the applicant or petitioner an opportunity to submit a substantively similar request without prejudice; or (c) otherwise taken action so as to preclude a reasonable prospect of obtaining an approval of any Material Regulatory Request; provided, that this condition to the Confirmation Date shall not apply in the event that Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan and the Plan is withdrawn with respect to the Inc. Debtors as provided in Article IV.U.

2. The Bankruptcy Court shall have entered the Disclosure Statement Order and the Canadian Court shall have entered the Disclosure Statement Recognition Order.

3. The Debtors shall have received binding commitments with respect to the New DIP Facilities and New LightSquared Working Capital Facility.

4. The Debtors shall have listed on the Schedule of Assumed Agreements in the Plan Supplement the Inmarsat Cooperation Agreement (unless otherwise agreed in writing by the Ad Hoc LP Secured Group).

5. The Bankruptcy Court shall have entered the Confirmation Order, which shall (a) be in form and substance satisfactory to the Plan Proponents, (b) entered no later than October 31, 2014, and (c) approve the New LightSquared Loan Facility.

6. The Bankruptcy Court shall have entered the New DIP Facility Orders, which shall have become Final Orders.

B. Conditions Precedent to Effective Date

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. Each of the Confirmation Order and the Confirmation Recognition Order, in form and substance satisfactory to the Plan Proponents, shall have become a Final Order.

2. All conditions precedent to the closing of the New LightSquared Term Loan Facility and the New LightSquared Working Capital Facility shall have been satisfied or waived in accordance therewith.

3. The Bankruptcy Court shall have made a Litigation Determination.

4. The Bankruptcy Court shall have made an Inmarsat Cooperation Agreement Determination.

5. The Plan Documents shall have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by a Debtor that the Effective Date has occurred) contained therein shall have been satisfied or waived in accordance therewith:

   (a) the New LightSquared Loan Facility Agreement and any related documents, in forms and substance acceptable to the Plan Proponents, shall have been executed and delivered by all of the Entities that are parties thereto, and the incurrence of obligations pursuant to the New LightSquared Loan Facility shall have occurred;

   (b) the Reorganized Debtors Corporate Governance Documents, in forms and substance acceptable to the Ad Hoc LP Secured Group, shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof; and

   (c) the Debtors shall have sufficient Cash on hand to fund the Professional Fee Reserve and the Disputed Claims and Equity Interests Reserve.

6. The Debtors shall have paid in full in Cash all Ad Hoc LP Secured Group Fee Claims.

7. All necessary actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

8. The FCC, Industry Canada, and other applicable governmental authorities shall have granted any necessary consents and approvals required for the Debtors to

emerge from chapter 11 pursuant to this Plan (including, without limitation and to the extent applicable, consents to the assignment of the Debtors' licenses, the transfer of control of the Debtors and/or the issuance of New LightSquared Common Equity, as well as customary approvals and authorizations related thereto) and any statutory waiting periods shall have expired (including, if applicable, under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* and the *Competition Act* (Canada)).

9. Except as otherwise agreed by the Ad Hoc LP Secured Group, in consultation with the Debtors, the FCC shall not have: (a) denied any Material Regulatory Request in writing on material substantive grounds; (b) denied any Material Regulatory Request in writing on any other grounds without affording the applicant or petitioner an opportunity to submit a substantively similar request without prejudice; or (c) otherwise taken action so as to preclude a reasonable prospect of obtaining an approval of any Material Regulatory Request; provided, that this condition to the Effective Date shall not apply in the event that Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan and the Plan is withdrawn with respect to the Inc. Debtors as provided in Article IV.U.

C. Waiver of Conditions

The conditions to the Confirmation Date and/or the Effective Date of the Plan set forth in this Article IX may be waived by each Plan Proponent (in accordance with the terms hereof), without notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity. For the avoidance of doubt, the Ad Hoc LP Secured Group's consent to waive such conditions shall be determined by the vote of a majority in principal amount of outstanding loans held by the members of the Ad Hoc LP Secured Group. For the avoidance of doubt, the conditions set forth in Article IX.A.1 and IX.B.9, to the extent applicable, may only be waived by the Ad Hoc LP Secured Group.

D. Harbinger Litigation Action

To the extent that they have not already done so, the Plan Proponents shall promptly commence and prosecute a Harbinger Litigation Action and shall use their best efforts to obtain a Harbinger Litigation Determination prior to the occurrence of the Effective Date.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Plan Proponents (in accordance with the terms hereof), reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in the Plan, each of the Plan Proponents (in accordance with the terms hereof), expressly reserves its respective right to revoke or withdraw, or, to alter, amend, or modify materially the Plan with respect to any Debtor, one or more times,

after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court or Canadian Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, the Confirmation Order, or the Confirmation Recognition Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article X.A.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order or Confirmation Recognition Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Plan Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent chapter 11 plans. If the Plan Proponents revoke or withdraw the Plan, or if the Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claims or Equity Interests or Class of Claims or Equity Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (3) nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims or Equity Interests in any respect, (b) prejudice in any manner the rights of the Debtors or any other Entity in any respect, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity in any respect. Further, the Debtors reserve their right to withdraw support for the Plan at any time if it is determined that pursuing the Plan would be inconsistent with the exercise of their fiduciary duties; provided that such withdrawal is without prejudice to the right of the Ad Hoc LP Secured Group to continue to seek confirmation and consummation of the Plan. Moreover, to the extent Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan or otherwise pursues confirmation of a chapter 11 plan as it relates to the collateral securing the Prepetition Inc. Facility Non-Subordinated Claims, the Debtors shall be permitted to support such plan (or any other Inc. Debtor-related plan) notwithstanding the filing of this Plan.

D. Validity of Certain Plan Transactions If Effective Date Does Not Occur

If, for any reason, the Plan is Confirmed, but the Effective Date does not occur, any and all post-Confirmation Date and pre-Effective Date Plan Transactions that were authorized by the Bankruptcy Court, whether as part of the New DIP Facilities, the Plan, or otherwise, shall be deemed valid, in full force and effect, and not subject to revocation or reversal.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim, of any request for the payment or Plan Distribution on account of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code, and of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;

2. Decide and resolve all matters relating to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters relating to the following: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed, or assumed and assigned; (c) the Reorganized Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned; and (d) any dispute regarding whether a contract or lease is or was executory or unexpired;

4. Ensure that Plan Distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. Adjudicate, decide, or resolve any and all matters related to Causes of Action or Potential Harbinger Claims;

7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Consummation or enforcement of the Plan;

11. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

12. Hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

13. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of Plan Distributions and the recovery of additional amounts owed by the Holder of a Claim or Equity Interest for amounts not timely repaid pursuant to Article VI.J hereof;

14. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Disclosure Statement;

16. Enter an order or final decree concluding or closing the Chapter 11 Cases;

17. Adjudicate any and all disputes arising from or relating to Plan Distributions under the Plan or any transactions contemplated therein;

18. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

20. Enforce all orders previously entered by the Bankruptcy Court;

21. Enforce the Litigation Determination, including by issuing injunctions, entering and implementing other orders, and taking such other actions as may be necessary to stay, bar, preclude, or otherwise limit Persons (other than the Debtors) to assert any claims or causes of action against the GPS Industry and/or the FCC;

22. Hear and determine any Harbinger Litigation Action;

23. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Consummation or enforcement of the Plan; and

24. Hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX.B hereof, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties, or are subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring or receiving property under the Plan, and any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents

On or before the Effective Date, the Plan Proponents may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Plan Proponents or the Reorganized Debtors, as applicable, and all Holders of Claims or Equity Interests receiving Plan Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or appropriate to effectuate the provisions and intent of the Plan.

C. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall have entered the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan or the Disclosure Statement, shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

D. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of each Entity.

E. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to:

the Debtors or the Reorganized Debtors, shall be served on:

LightSquared Inc.
Attn: General Counsel
10802 Parkridge Boulevard
Reston, VA 20191

Milbank, Tweed, Hadley & McCloy LLP
Matthew S. Barr
Steven Z. Szanzer
Karen Gartenberg
One Chase Manhattan Plaza
New York, NY 10005

the Special Committee, shall be served on:

Kirkland & Ellis LLP
Paul M. Basta
Joshua A. Sussberg
601 Lexington Avenue
New York, NY 10022

the Ad Hoc LP Secured Group or any members thereof, shall be served on:

White & Case LLP
Thomas E Lauria
Glenn M. Kurtz
1155 Avenue of the Americas
New York, NY 10036

Wilmington Savings Fund Society, FSB, as administrative agent under the Prepetition LP Credit Agreement, shall be served on:

McDermott Will & Emery LLP
Leonard Klingbaum
Darren Azman
340 Madison Avenue
New York, NY 10173

the DIP Inc. Agent, the Prepetition Inc. Agent, or the Prepetition Inc. Lenders, shall be

served on:

Akin Gump Strauss Hauer & Feld LLP
Philip C. Dublin
Meredith A. Lahaie
One Bryant Park
New York, NY 10036

After the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

F. Term of Injunctions or Stays

Unless otherwise provided in the Plan, the Confirmation Order, or the Confirmation Recognition Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan, the Confirmation Order, or the Confirmation Recognition Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan, the Confirmation Order, or the Confirmation Recognition Order shall remain in full force and effect in accordance with their terms.

G. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into, and are a part of, the Plan as if set forth in full in the Plan, and any reference to the Plan shall mean the Plan and the Plan Supplement. Upon its Filing, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, at the Bankruptcy Court's website at www.nysb.uscourts.gov, and at the website of the Claims and Solicitation Agent at http://www.kccllc.net/lightsquared. The documents contained in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

H. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

I. Non-severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void,

or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (1) valid and enforceable pursuant to its terms, (2) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors', as applicable, consent, and (3) non-severable and mutually dependent.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Plan Proponents shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, subsidiaries, members, principals, shareholders, officers, directors, employees, representatives, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, shall have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

K. Waiver or Estoppel

Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

L. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall govern and control.

New York, New York
Dated: August 7, 2014

LIGHTSQUARED INC. (FOR ITSELF AND ALL OTHER DEBTORS)

By: */s/ Douglas Smith*
Name: Douglas Smith
Title: Chief Executive Officer, President, and Chairman of the Board of LightSquared Inc.

COMPANY,
INVES
FUNDS
PREP

CAPITAL RESEARCH AND MANAGEMENT
IN ITS CAPACITY AS
TMENT MANAGER TO CERTAIN
THAT ARE HOLDERS OF
ETITION LP FACILITY CLAIMS

By: */s/ Kristine M. Nishiyama*
Name: Kristine M. Nishiyama
Title: Authorized Signatory

CYRUS CAPITAL PARTNERS, L.P., IN ITS CAPACITY AS INVESTMENT MANAGER TO CERTAIN FUNDS THAT ARE HOLDERS OF PREPETITION LP FACILITY CLAIMS

By: */s/ Jennifer M. Pulick*
Name: Jennifer M. Pulick
Title: Authorized Signatory

TAB F

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Exhibit "**F**" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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Docket #1689 Date Filed: 8/7/2014

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

SPECIFIC DISCLOSURE STATEMENT FOR JOINT PLAN PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE PROPOSED BY DEBTORS AND AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS

- Voting Record Date: [_]
- Voting Deadline: [_], 2014 at 4:00 p.m. (prevailing Pacific time)
- Plan Objection Deadline: [_], 2014 at 12:00 p.m. (prevailing Eastern time)
- Confirmation Hearing: [_], 2014 at 10:00 a.m. (prevailing Eastern time)

MILBANK, TWEED, HADLEY & M^{C}CLOY LLP
One Chase Manhattan Plaza
New York, New York 10005
(212) 530-5000
Counsel for Debtors and Debtors in Possession

WHITE & CASE LLP
1155 Avenue of the Americas
New York, New York 10036
(212) 819-8200
Counsel for Ad Hoc Secured Group of LightSquared LP Lenders

Dated: New York, New York
August 7, 2014

[1] The Debtors in these Chapter 11 Cases (as defined below), 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 LightSquared's corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

1212080140807000000000004

THIS IS NOT A SOLICITATION FOR ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THE DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL TO THE BANKRUPTCY COURT AND HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AT THIS TIME.

THE DEADLINE TO ACCEPT OR REJECT THE PLAN IS [_], 2014 AT 4:00 P.M. (PREVAILING PACIFIC TIME) (THE "VOTING DEADLINE"). TO BE COUNTED, BALLOTS MUST BE RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC, LIGHTSQUARED'S NOTICE, CLAIMS, SOLICITATION, AND BALLOTING AGENT ("KCC" OR THE "CLAIMS AND SOLICITATION AGENT"), NO LATER THAN THE VOTING DEADLINE.

THE STATEMENTS CONTAINED IN THIS SPECIFIC DISCLOSURE STATEMENT (THE "SPECIFIC DISCLOSURE STATEMENT") FOR THE JOINT PLAN PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE PROPOSED BY DEBTORS AND AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS (ATTACHED HERETO AS EXHIBIT A, AND AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE "PLAN") OF LIGHTSQUARED INC. AND CERTAIN OF ITS AFFILIATES, AS DEBTORS AND DEBTORS IN POSSESSION (COLLECTIVELY, "LIGHTSQUARED" OR THE "DEBTORS") IN THE ABOVE-CAPTIONED CHAPTER 11 CASES (THE "CHAPTER 11 CASES"), ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH DATE. THE DELIVERY OF THE SPECIFIC DISCLOSURE STATEMENT AFTER THE DATE HEREOF DOES NOT IMPLY THAT THERE HAS BEEN NO CHANGE IN INFORMATION SET FORTH HEREIN. LIGHTSQUARED AND THE AD HOC LP SECURED GROUP (THE "PLAN PROPONENTS") HAVE NO DUTY TO UPDATE THE SPECIFIC DISCLOSURE STATEMENT UNLESS OTHERWISE ORDERED TO DO SO BY THE BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK HAVING JURISDICTION OVER THE CHAPTER 11 CASES (THE "BANKRUPTCY COURT"). THIS SPECIFIC DISCLOSURE STATEMENT SUPERSEDES ALL PRIOR SPECIFIC DISCLOSURE STATEMENTS FILED BY EITHER OF THE PLAN PROPONENTS.

THE PLAN IS A JOINT PLAN FOR ALL OF THE DEBTORS PREMISED ON THE MERGER OR OTHER COMBINATION OF LIGHTSQUARED INC. WITH AND INTO LIGHTSQUARED LP, IN CONSIDERATION FOR THE TREATMENT PROVIDED UNDER THE PLAN TO HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, AS APPLICABLE, THE INC. DEBTORS. **NOTWITHSTANDING THE FOREGOING, IF CLASS 6 (PREPETITION INC. FACILITY NON-SUBORDINATED CLAIMS) VOTES TO REJECT THE PLAN, THEN THE PLAN (A) SHALL BE WITHDRAWN WITH RESPECT TO ALL OF THE INC. DEBTORS, (B) SHALL BE A PLAN ONLY FOR THE LP DEBTORS, AND (C) MAY BE CONFIRMED WITH RESPECT TO THE LP DEBTORS.**

THE SPECIFIC DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN. PLEASE READ THIS DOCUMENT WITH CARE. THE PURPOSE OF THE SPECIFIC DISCLOSURE STATEMENT, TAKEN TOGETHER WITH THE FIRST AMENDED GENERAL DISCLOSURE STATEMENT [DOCKET NO. 918] (AS MAY BE AMENDED OR SUPPLEMENTED, THE "GENERAL DISCLOSURE STATEMENT" AND, TOGETHER WITH THE SPECIFIC DISCLOSURE STATEMENT, THE "DISCLOSURE STATEMENT"), IS TO PROVIDE "ADEQUATE INFORMATION" OF A KIND, AND IN SUFFICIENT DETAIL, AS FAR AS IS REASONABLY PRACTICABLE IN LIGHT OF THE NATURE AND HISTORY OF LIGHTSQUARED AND THE CONDITION OF LIGHTSQUARED'S BOOKS AND RECORDS, THAT WOULD ENABLE A HYPOTHETICAL, REASONABLE INVESTOR TYPICAL OF HOLDERS OF CLAIMS OR EQUITY INTERESTS OF THE RELEVANT CLASS TO MAKE AN INFORMED JUDGMENT CONCERNING THE PLAN. SEE 11 U.S.C. § 1125(a).

THE PURPOSE OF THE SPECIFIC DISCLOSURE STATEMENT IS TO PROVIDE (A) INFORMATION CONCERNING THE PLAN, (B) INFORMATION FOR HOLDERS OF CLAIMS OR EQUITY INTERESTS REGARDING THEIR TREATMENT UNDER THE PLAN, AND (C) INFORMATION TO ASSIST THE BANKRUPTCY COURT IN DETERMINING WHETHER THE PLAN COMPLIES WITH THE PROVISIONS OF CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532 (AS AMENDED, THE "BANKRUPTCY CODE") AND SHOULD BE CONFIRMED.

FOR THE CONVENIENCE OF HOLDERS OF CLAIMS OR EQUITY INTERESTS, THE SPECIFIC DISCLOSURE STATEMENT SUMMARIZES THE TERMS OF THE PLAN. PLAN SUMMARIES AND STATEMENTS MADE IN THE SPECIFIC DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, OTHER EXHIBITS ATTACHED TO THE PLAN, AND THE PLAN SUPPLEMENT (AS DEFINED IN THE PLAN). IF ANY INCONSISTENCY EXISTS AMONG THE PLAN, THE GENERAL DISCLOSURE STATEMENT, AND THE SPECIFIC DISCLOSURE STATEMENT, THE TERMS OF THE PLAN ARE CONTROLLING.

EXCEPT AS OTHERWISE STATED IN THIS SPECIFIC DISCLOSURE STATEMENT, HOLDERS OF CLAIMS OR EQUITY INTERESTS SHOULD REFER TO THE GENERAL DISCLOSURE STATEMENT FOR RELEVANT INFORMATION REGARDING THE HISTORY OF LIGHTSQUARED, ITS BUSINESSES, EVENTS IN THE RESTRUCTURING OF LIGHTSQUARED, PROCEDURES REGARDING THE SOLICITATION AND CONFIRMATION OF THE PLAN, AND THE CHAPTER 11 CASES.

NO REPRESENTATIONS CONCERNING LIGHTSQUARED'S FINANCIAL CONDITION OR ANY ASPECT OF THE PLAN ARE AUTHORIZED BY LIGHTSQUARED OTHER THAN AS SET FORTH IN THE DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS, ATTACHMENTS, AND OTHER ACCOMPANYING DOCUMENTS). ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OR REJECTION OF THE PLAN OTHER THAN AS CONTAINED IN, OR INCLUDED WITH, THE DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS, ATTACHMENTS, AND

OTHER ACCOMPANYING DOCUMENTS) SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION.

ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ARE ADVISED AND ENCOURAGED TO READ THE GENERAL AND SPECIFIC DISCLOSURE STATEMENTS (INCLUDING ALL EXHIBITS, ATTACHMENTS, AND OTHER ACCOMPANYING DOCUMENTS) AND THE PLAN IN THEIR ENTIRETY. ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS SHOULD READ CAREFULLY AND CONSIDER FULLY THE "PLAN-RELATED RISK FACTORS TO CONFIRMING AND CONSUMMATING PLAN" SECTION HEREOF BEFORE VOTING FOR OR AGAINST THE PLAN. **SEE ARTICLE V HEREOF, "PLAN-RELATED RISK FACTORS TO CONFIRMING AND CONSUMMATING PLAN."**

THE DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(B) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAW. PERSONS OR ENTITIES TRADING IN, OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING SECURITIES OF LIGHTSQUARED, IF ANY, SHOULD NOT RELY UPON THE DISCLOSURE STATEMENT FOR SUCH PURPOSES AND SHOULD EVALUATE THE DISCLOSURE STATEMENT AND THE PLAN IN LIGHT OF THE PURPOSE FOR WHICH THEY WERE PREPARED.

THE DISCLOSURE STATEMENT HAS NOT BEEN REVIEWED, APPROVED, OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), AND THE SEC HAS NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE. NEITHER THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN NOR THE DISCLOSURE STATEMENT CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, SECURITIES IN ANY STATE OR JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

THE SPECIFIC DISCLOSURE STATEMENT SUMMARIZES CERTAIN PROVISIONS OF THE PLAN, STATUTORY PROVISIONS, DOCUMENTS RELATING TO THE PLAN, AND FINANCIAL INFORMATION. ALTHOUGH THE PLAN PROPONENTS BELIEVE THAT THE PLAN AND RELATED DOCUMENT SUMMARIES ARE FAIR AND ACCURATE, SUCH SUMMARIES ARE QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS. FACTUAL INFORMATION CONTAINED IN THE SPECIFIC DISCLOSURE STATEMENT HAS BEEN PROVIDED BY LIGHTSQUARED'S MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE PLAN PROPONENTS ARE UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN, INCLUDING THE FINANCIAL INFORMATION, IS WITHOUT INACCURACY OR OMISSION.

THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS. **SEE ARTICLE VIII OF THE PLAN, "SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS."**

THE INFORMATION CONTAINED IN THE SPECIFIC DISCLOSURE STATEMENT IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES, AND CONFIRMATION, OF THE PLAN AND MAY NOT BE RELIED UPON FOR ANY OTHER PURPOSE THAN TO DETERMINE HOW TO VOTE ON THE PLAN. HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN MUST RELY ON THEIR OWN EVALUATIONS OF LIGHTSQUARED AND THEIR OWN ANALYSES OF THE TERMS OF THE PLAN, INCLUDING, WITHOUT LIMITATION, ANY RISK FACTORS CITED HEREIN, IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. THE DESCRIPTIONS SET FORTH HEREIN OF THE ACTIONS, CONCLUSIONS, OR RECOMMENDATIONS OF LIGHTSQUARED OR ANY OTHER PARTY IN INTEREST HAVE BEEN SUBMITTED TO, OR APPROVED BY, SUCH PARTY, BUT NO SUCH PARTY MAKES ANY REPRESENTATION REGARDING SUCH DESCRIPTIONS. NOTHING CONTAINED IN THE SPECIFIC DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS, ATTACHMENTS, AND OTHER ACCOMPANYING DOCUMENTS) SHALL CONSTITUTE, OR BE CONSTRUED AS, AN ADMISSION OF ANY FACT, LIABILITY, STIPULATION, OR WAIVER, AND FOR PURPOSES OF ANY CONTESTED MATTER, ADVERSARY PROCEEDING, OR OTHER PENDING OR THREATENED ACTION, THE CONTENTS HEREOF SHALL CONSTITUTE STATEMENTS MADE IN FURTHERANCE OF SETTLEMENT NEGOTIATIONS AND SHALL BE SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY SIMILAR RULE OR STATUTE. THE SPECIFIC DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS, ATTACHMENTS, AND OTHER ACCOMPANYING DOCUMENTS) SHALL NOT BE ADMISSIBLE IN ANY PROCEEDING (OTHER THAN THE CHAPTER 11 CASES) INVOLVING LIGHTSQUARED OR ANY OTHER PARTY, NOR SHALL IT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR EQUITY INTERESTS IN, LIGHTSQUARED. EACH HOLDER OF A CLAIM OR EQUITY INTEREST SHOULD CONSULT ITS OWN COUNSEL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS RESPECTING TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN ON HOLDERS OF CLAIMS OR EQUITY INTERESTS.

TAX DISCUSSIONS CONTAINED IN THE SPECIFIC DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS, ATTACHMENTS, AND OTHER ACCOMPANYING DOCUMENTS) IS NOT INTENDED OR WRITTEN TO BE USED BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE TAX CODE. TAX DISCUSSIONS CONTAINED IN THE SPECIFIC DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS, ATTACHMENTS, AND OTHER ACCOMPANYING DOCUMENTS) IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THE SPECIFIC DISCLOSURE STATEMENT. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

THE PLAN PROPONENTS PRESENTLY INTEND TO CONSUMMATE THE PLAN AS PROMPTLY AS POSSIBLE. THERE CAN BE NO ASSURANCE, HOWEVER, AS TO WHEN AND WHETHER CONFIRMATION OF THE PLAN AND THE EFFECTIVE DATE OF THE PLAN ACTUALLY WILL OCCUR. PROCEDURES FOR DISTRIBUTIONS UNDER THE PLAN, INCLUDING MATTERS THAT ARE EXPECTED TO AFFECT THE TIMING OF THE RECEIPT OF DISTRIBUTIONS BY HOLDERS OF CLAIMS OR EQUITY INTERESTS IN CERTAIN CLASSES AND THAT COULD AFFECT THE AMOUNT OF DISTRIBUTIONS ULTIMATELY RECEIVED BY SUCH HOLDERS, ARE DESCRIBED IN THE PLAN.

THE PLAN PROPONENTS URGE ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT THE PLAN.

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EXHIBITS

Exhibit A	Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders
Exhibit B	Projections
Exhibit C	Liquidation Analysis/Comparison

ARTICLE I
INTRODUCTION

The Debtors and the Ad Hoc LP Secured Group submit this Specific Disclosure Statement in connection with the (a) solicitation of votes to accept or reject the Plan (attached hereto as Exhibit A),[2] and (b) hearing to consider confirmation of the Plan.

The purpose of the Specific Disclosure Statement is to set forth certain information specific to the Plan concerning, among other things, the (a) terms, provisions, and implications of the Plan and (b) holders of Claims against, and Equity Interests in, LightSquared (collectively, the "Holders") and their rights under the Plan. The Specific Disclosure Statement does **not** contain disclosures that are by their nature generally applicable to any chapter 11 plan that may be proposed in the Chapter 11 Cases. Such generally applicable disclosures are set forth in the General Disclosure Statement, which provides, among other things, information concerning the history of LightSquared, a description of its businesses, operations, and capital structure, events leading up to the Chapter 11 Cases and the Canadian Proceedings, and significant events occurring in the Chapter 11 Cases (as supplemented hereby).

Altogether, the Disclosure Statement provides certain information, as required under section 1125 of the Bankruptcy Code, to the Holders who will have the right to vote on the Plan, so that such Holders can make informed decisions in doing so. While the Specific Disclosure Statement includes a summary of the terms of the Plan for the convenience of the Holders, such summary is qualified in its entirety by reference to the Plan.[3]

Accordingly, for a complete understanding of the Plan, the Holders who have the right to vote on the Plan are advised and encouraged to read, **in their entirety**, the Plan, the Specific Disclosure Statement, and the General Disclosure Statement.

A. Overview of Plan

1. Path to Value-Maximizing Transaction

LightSquared has always believed, and continues to believe, that resolution of the pending FCC proceedings will maximize the value of its assets and, accordingly, is continuing its efforts with the FCC and other federal agencies in seeking approval of its pending license modification applications and related proceedings before the FCC. A detailed description of LightSquared's restructuring efforts, including its attempts to resolve the pending FCC proceedings, is provided in Article III.F of the General Disclosure Statement, entitled "**Restructuring Efforts**." A detailed description of the current status of the FCC process is provided in Article III.F.1 of the General Disclosure Statement, entitled "**Current Status of FCC Process**."

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[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

[3] If any inconsistency exists between (a) the Plan, on the one hand, and (b) the Specific Disclosure Statement or the General Disclosure Statement (or both), on the other hand, the terms of the Plan control. If any inconsistency exists between the Specific Disclosure Statement and the General Disclosure Statement, the Specific Disclosure Statement shall control.

With the goal of maximizing the value of its Estates for the benefit of all parties in interest, LightSquared has worked diligently with all of its stakeholders to formulate a consensual means by which it could exit chapter 11 expeditiously. The Second Amended Plan and the Third Amended Plan (each, as defined below) represent LightSquared's good faith efforts at pursuing such a value-generating transaction. Unfortunately, as described below, numerous economic and legal obstacles, coupled with significant intercreditor disputes, have created an environment where such a transaction is unlikely to succeed. It is with these realities in mind that LightSquared joins the Ad Hoc LP Secured Group and files the Plan.

2. Path to Plan

a. Sale Process Efforts

The Plan Proponents recognized during the earlier stages of the Chapter 11 Cases that, to maximize value for all stakeholders and given the continuing uncertainty of the FCC process, it would need to take action to protect the current value of the assets through the filing of a chapter 11 plan that contemplated a sale of the Estates' assets. Accordingly, on July 23, 2013, after the termination of the Debtors' exclusive periods to file and solicit a plan, the Ad Hoc LP Secured Group filed a sale plan (the "Sale Plan") and related disclosure statement. The Sale Plan was a plan for the LP Debtors premised on the sale (the "LP Sale") of substantially all of the LP Debtors' assets through a Bankruptcy Court-approved sale process, which was to test the market for such assets and maximize the value of the LP Debtors' Estates. L-Band Acquisition, LLC ("LBAC") agreed to enter into an asset purchase agreement and plan support agreement (the "Plan Support Agreement"), pursuant to which it served as the stalking horse bidder for the LP Sale subject to the terms and conditions therein. Pursuant to such stalking horse agreement, LBAC submitted a bid (the "LBAC Bid") of $2.22 billion in cash plus the assumption of certain material liabilities. Notably, the funding of the $2.22 billion cash portion of the purchase price was not conditioned on approval by the FCC or Industry Canada. The LBAC Bid was subject to the submission of higher or otherwise better bids at an auction (the "Sale Plan Auction") pursuant to bid procedures which had been approved by the Bankruptcy Court.

Thereafter, on August 30, 2013, LightSquared filed the *Debtors' Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 817] and subsequently filed on October 7, 2013, and commenced the solicitation of votes for, the *Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 919] (the "First Amended Plan") that, among other things, contemplated the sale of substantially all of the Debtors' assets. The First Amended Plan was similar to the Sale Plan, but it provided for a sale with respect to all of the Debtors (i.e., the LP Debtors and the Inc. Debtors) and was not backed by a stalking horse bid.

Also on August 30, 2013, MAST Capital Management, LLC filed the *Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC* [Docket No. 823] (the "One Dot Six Plan") that, among other things, contemplated the sale of One Dot Six Corp.'s assets to a purchaser through a court-supervised auction process. MAST Spectrum Acquisition Company LLC ("MSAC"), an entity formed by MAST Capital Management, LLC, was to serve as the stalking horse bidder for certain of One Dot Six Corp.'s assets with a bid consisting of (i) a credit bid of all of its claims under the DIP Inc. Facility and $1 of its claims under the Prepetition Inc. Facility and (ii) cash sufficient to pay

in full all classes of claims receiving such treatment under the One Dot Six Plan. The proceeds of the sale were to be distributed to Holders of Claims against that Debtor.

As discussed in Article III.G of the General Disclosure Statement, entitled "**Special Committee**," on September 16, 17, and 27, 2013, LightSquared's board of directors appointed the Special Committee to, among other things, (a) oversee the potential sale of LightSquared's assets in connection with any auction and sale process and (b) evaluate potential restructuring plans or plans of reorganization filed by LightSquared or any other parties. In particular, the Special Committee was charged with weighing all of LightSquared's options for exiting chapter 11.

With the principal aim of maximizing value for all of LightSquared's stakeholders, LightSquared and its advisors vigorously marketed, and solicited bids for, all of LightSquared's assets. In connection therewith, LightSquared and its advisors contacted approximately ninety (90) potential bidders, provided public information with respect to LightSquared to forty (40) such potential bidders, and, ultimately, signed nondisclosure agreements with seven (7) potential bidders. After engaging in such sale process and thoroughly marketing its Assets, however, LightSquared realized that an Auction was not the appropriate forum to render a value-maximizing result for LightSquared's Estates. Indeed, in light of the then-existing circumstances surrounding the Chapter 11 Cases, there was limited interest in the auction and LightSquared ultimately only received bids from parties already highly involved in the Chapter 11 Cases. Since no qualified bids were received from third parties outside of LightSquared's capital structure, LightSquared, at the direction of the Special Committee, determined not to hold the Bankruptcy Court-scheduled Sale Plan Auction.

b. Second Amended Plan

Although LightSquared did not receive any other qualified bids for its Assets, third parties expressed to LightSquared an interest in providing LightSquared with new debt financing and equity investments to support a reorganization. LightSquared and its advisors, at the direction of the Special Committee, worked with such third parties over the course of two (2) months to develop an alternative plan of reorganization based on new financing and equity investments, subject to receipt of regulatory approvals, execution and delivery of commitment letters and definitive documentation, and the satisfaction of various conditions

LightSquared, at the direction of the Special Committee, determined that the Sale Plan Auction would not yield the optimal result for the Estates and was not the best option for maximizing value for all of LightSquared's stakeholders. Accordingly, at the direction of the Special Committee, LightSquared did not hold the Bankruptcy Court-scheduled Sale Plan Auction for LightSquared's Assets, or any grouping or subset thereof, under the Sale Plan, the First Amended Plan, or the One Dot Six Plan and did not deem any bid received for the Debtors' assets, or any grouping or subset thereof, a successful bid under any plan [Docket Nos. 1086 and 1108]. Instead, LightSquared, at the direction of the Special Committee, modified and supplemented the First Amended Plan. LightSquared initially filed, on December 24, 2013, the *Debtors' Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 1133] and subsequently filed, on December 31, 2013, the *Debtors' Revised Second Amended*

Joint Plan Pursuant to Chapter 11 of Bankruptcy Code [Docket No. 1166] (the "Second Amended Plan") that, among other things, contemplated a reorganization of LightSquared.

Following the cancellation of the auction by the Special Committee, on January 7, 2014, counsel for DISH and LBAC sent counsel for the Ad Hoc LP Secured Group a letter purporting to terminate the Plan Support Agreement effective January 10, 2014, pursuant to Section 6.1(f)(1) of the Plan Support Agreement – i.e., for failure to achieve the Milestones (as defined therein). LBAC also subsequently purported to terminate the LBAC Bid.

On January 13, 2014, the Ad Hoc LP Secured Group filed the *Statement of the Ad Hoc Secured Group of LightSquared LP Lenders and Notice of Intent To Proceed with Confirmation of the First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 1220], in which the Ad Hoc LP Secured Group challenged LBAC's termination of its bid for the LP Debtors' Assets. On January 22, 2014, the Bankruptcy Court issued a preliminary ruling finding that the Plan Support Agreement and the LBAC Bid were lawfully terminated by LBAC. The Ad Hoc LP Secured Group has reserved its rights regarding this matter in all respects.

c. Third Amended Plan, Ergen Adversary Proceeding, and Related Bankruptcy Court Rulings

(i) Third Amended Plan

After the filing of the Second Amended Plan and the termination of the LBAC Bid, LightSquared, at the direction of the Special Committee, and the parties sponsoring such plan discussed modifications to the Second Amended Plan to garner as much support as possible for LightSquared's reorganization. These discussions led to the filing of the *Debtors' Third Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 1482] (the "Third Amended Plan").

The Third Amended Plan contemplated, among other things, (A) $1.65 billion in new debtor in possession financing (approximately $930 million of which would be converted into second lien exit financing, $300 million of which would be converted into a separate loan for RLI, and approximately $115 million of which would be converted into equity, in each case, subject to adjustments as set forth in the Third Amended Plan), (B) first lien exit financing, including a facility of not less than $1 billion, (C) the issuance of new debt and equity instruments, (D) the assumption of certain liabilities, (E) the satisfaction in full of all Allowed Claims and Allowed Equity Interests with Cash and other consideration, as applicable, and (F) the preservation of LightSquared's litigation claims. Additionally, the Third Amended Plan, in contrast to previous proposals by the Debtors, was not conditioned on LightSquared's receipt of a series of regulatory approvals from the FCC related to terrestrial spectrum rights (e.g., the grant of the License Modification Application). Rather, the only regulatory conditions precedent to the effectiveness of the Third Amended Plan were customary filings with, and approvals by, the FCC, Industry Canada, and other applicable governmental authorities and the expiry of

statutory waiting periods (including under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* and the *Competition Act* (Canada)) that would be necessary for LightSquared to emerge from chapter 11.

(ii) Confirmation and Related Hearings, Ergen Adversary Proceeding, and Bankruptcy Court Rulings

The Bankruptcy Court considered confirmation of the Third Amended Plan in tandem with the Ergen Adversary Proceeding and related litigation. As discussed in Article III.D.3 of the General Disclosure Statement, in the Ergen Adversary Proceeding, Harbinger and LightSquared (with the support of the Ad Hoc LP Secured Group) sought certain relief against Ergen, EchoStar Corporation ("EchoStar"), DISH Network Corporation ("DISH"), and SPSO (collectively, the "Ergen Defendants") relating to such defendants' conduct (A) with respect to acquiring Prepetition LP Facility Claims, (B) throughout the Chapter 11 Cases, and (C) in connection with LightSquared's restructuring efforts, including (1) damages for SPSO's breach of the Prepetition LP Credit Agreement and tortious interference with contractual relations against Ergen, EchoStar, and DISH, (2) disallowance of SPSO's Claims, and (3) equitable subordination of such Claims. LightSquared and various parties submitted extensive filings in support of the relief sought by LightSquared in the Third Amended Plan, the Ergen Adversary Proceeding, and related pleadings, including *LightSquared's Motion for Entry of Order Designating Vote of SP Special Opportunities, LLC* [Docket No. 1371] (the "Designation Motion"), which sought entry of an order, pursuant to section 1126(e) of the Bankruptcy Code, designating the vote of SPSO to reject the Third Amended Plan. SPSO submitted filings in opposition to such relief.

Beginning on January 9, 2014, the Bankruptcy Court held a trial on the Ergen Adversary Proceeding. The evidentiary portion of such trial took place over a five (5)-day period and, following post-trial briefing, concluded with closing arguments on March 17, 2014. On May 8, 2014, the Bankruptcy Court issued a bench ruling with respect to the Ergen Adversary Proceeding, finding, among other things, that SPSO engaged in misconduct warranting equitable subordination of SPSO's Claim under section 510(c) of the Bankruptcy Code. The bench ruling was subsequently issued in publication form on June 10, 2014 [Adv. Proc. Docket No. 165] (the "Ergen Adversary Decision"). In the Ergen Adversary Decision, the Bankruptcy Court did not rule on the amount of SPSO's Claim that was subject to equitable subordination under section 510(c) of the Bankruptcy Code, which was to be set for hearing at a later time. Between June 19, 2014 and June 24, 2014, Harbinger, the Ergen Parties, LightSquared, and the Ad Hoc LP Secured Group each filed notices of appeal with respect to the Ergen Adversary Decision [Adv. Proc. Docket Nos. 166, 170, 171 and 172], but subsequently agreed to stay the briefing on such appeals pending further developments in the Chapter 11 Cases. Such appeals are currently pending before the United States District Court for the Southern District of New York.

On March 19, 2014, the Bankruptcy Court commenced the confirmation hearing for the Third Amended Plan. The evidentiary portion of such confirmation hearing concluded on March 31, 2014, and closing arguments took place on May 5 and May 6, 2014. On May 8, 2014, the Bankruptcy Court (A) issued a bench decision denying confirmation of the Third Amended Plan and the Designation Motion, (B) directed that the parties work to reach a consensual resolution

on a reorganization path, taking into account the Bankruptcy Court's findings with respect to both plan confirmation and the Ergen Adversary Proceeding, and (C) imposed a deadline of May 27, 2014 to reach any such resolution, absent which the Bankruptcy Court would appoint a mediator. The bench ruling was subsequently issued in publication form on July 11, 2014 [Docket No. 1631] (the "Confirmation Decision").

The Bankruptcy Court held a status conference on May 27, 2014, at which time the parties informed the Bankruptcy Court that no resolution had been reached. Accordingly, on May 28, 2014, the Bankruptcy Court entered an order appointing the Honorable Robert D. Drain, United States Bankruptcy Judge for the Southern District of New York, as the mediator [Docket No. 1557] (the "Mediation Order").

d. Mediation

Pursuant to the Mediation Order, Judge Drain conducted mediation sessions on June 9, June 17, and June 23, 2014. LightSquared and the key stakeholders all participated in the mediation sessions, along with their advisors. Over the course of the mediation, LightSquared, existing stakeholders, and third parties continued discussions regarding key issues for a chapter 11 plan. In addition, Judge Drain and LightSquared engaged the parties in numerous other discussions during this period.

On June 27, 2014, Judge Drain filed the *Mediator's Memorandum Under ¶¶ 14 and 15 of Mediation Order* [Docket No. 1612] (the "Mediator's Memorandum"), reporting, among other things, that, with the exception of SPSO, all parties to the mediation had reached agreement on key business terms that would form the basis of a new plan of reorganization. In the days following the Mediator's Memorandum, the parties continued to negotiate and refine the terms of their agreement with the goal of developing a chapter 11 plan that could be confirmed without the need for a lengthy confirmation hearing.

On July 14, 2014, Judge Drain filed the M*ediator's Supplemental Memorandum Under ¶¶ 14 and 15 of Mediation Order* [Docket No. 1640] (the "Mediator's Supplemental Memorandum"), stating that an agreement had been reached on the "key terms of SPSO/Ergen's treatment under a chapter 11 plan as well as new funding that is fundamentally consistent with the consensual plan terms previously negotiated by the other parties." (Mediator's Supplemental Memorandum at 2.) At a status conference held on July 14, 2014, LightSquared detailed the terms of such agreement and agreed to file a plan and disclosure statement by July 21, 2014.

Notwithstanding LightSquared's good faith efforts to negotiate and file a consensual plan, such plan did not materialize by July 21, 2014, and it does not appear that the agreement-in-principle reached during the Mediation will materialize into a chapter 11 plan to be filed with the Bankruptcy Court. Meanwhile, secured Claims against the Debtors continue to accrue interest, and the Debtors continue to incur administrative expenses that will need to be satisfied pursuant to a plan. With each passing day, the Debtors' ability to successfully reorganize becomes more difficult. Recognizing this fact, the Plan Proponents propose the Plan, as described herein.

e. Summary of Plan Terms

The following is an overview of the Plan. This overview is qualified in its entirety by reference to the full text of the Plan, which is attached to this Specific Disclosure Statement as Exhibit A.

The Plan is a joint plan for all of the Debtors premised on the merger or other combination of LightSquared Inc. with and into LightSquared LP, in consideration for the treatment provided under the Plan to Holders of Claims against, and Equity Interests in, as applicable, the Inc. Debtors. LightSquared LP, prior to or following the merger or other combination with LightSquared Inc., will be converted into a Delaware corporation or limited liability company ("New LightSquared"). The Plan also provides for the consolidation of the Inc. Debtors for voting, confirmation, and distribution purposes under the Plan. Pursuant to such consolidation, (i) all assets and all liabilities of the Inc. Debtors shall be treated as though they were merged, (ii) all joint obligations of two or more Inc. Debtors and all multiple Claims against such Inc. Debtors on account of such joint obligations shall be treated and Allowed as a single Claim against the consolidated Inc. Debtors, (iii) each Claim filed in the Chapter 11 Case of any Inc. Debtor shall be deemed filed against the consolidated Inc. Debtors and a single obligation of the consolidated Inc. Debtors, and (iv) all transfers, disbursements, and distributions made by any Inc. Debtor hereunder will be deemed to be made by the substantively consolidated Inc. Debtors and their Estates.

On the Confirmation Date, the Debtors will enter into the New DIP LP Facility and the New DIP Inc. Facility, which together are expected to be in the aggregate principal amount of $[142.8] million, plus the aggregate amount of Allowed DIP LP Facility Claims and Allowed DIP Inc. Facility Claims. The New DIP Facilities will provide working capital for the Debtors between the New DIP Facilities Closing Date and the Effective Date, and Holders of Allowed DIP Inc. Facility Claims and Allowed DIP LP Facility Claims will receive New DIP Facility Loans to be issued under the New DIP Facilities in an amount equal to such Claims, respectively. To the extent a Holder of Allowed DIP LP Facility Claims or Allowed DIP Inc. Facility Claims objects to this treatment, such Holder, as applicable, will receive Cash from the proceeds of the applicable New DIP Facility on the New DIP Facilities Closing Date.

On the Effective Date, the Reorganized Debtors will enter into the New LightSquared Working Capital Facility in the aggregate principal amount of $500 million, plus the aggregate amount of Allowed New DIP Facility Claims to be satisfied thereby. The New LightSquared Working Capital Facility will provide working capital for the Reorganized Debtors from and after the Effective Date and will be used to satisfy New DIP Facility Claims, Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Other Secured Claims. The New LightSquared Working Capital Facility will be divided into New LightSquared Tranche A Working Capital Loans and New LightSquared Tranche B Working Capital Loans, which will have identical economic terms, but the New LightSquared Tranche B Working Capital Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New LightSquared Working Capital Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New LightSquared Tranche B Working Capital Loans, the release of all or substantially all of the Collateral or the value of the guarantees in

respect of the New LightSquared Loan Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New LightSquared Tranche B Working Capital Loans compared to the New LightSquared Tranche A Working Capital Loans. The New LightSquared Working Capital Loans will be secured by senior liens on all assets of New LightSquared and its subsidiaries that shall rank pari passu with the liens securing the loans made pursuant to the New LightSquared Term Loan Facility (discussed below), but shall have "super-priority" status over the New LightSquared Term Loan Facility with respect to application of proceeds from collateral and (in certain circumstances) voluntary and mandatory prepayments.

On the Effective Date, the Reorganized Debtors will also enter into the New LightSquared Term Loan Facility in an aggregate principal amount of either (i) $1.0 billion if Holders of Prepetition LP Facility SPSO Claims vote to accept the Plan or (ii) if Holders of Prepetition LP Facility SPSO Claims vote to reject the Plan, $1.2 billion plus the Allowed amount of Prepetition LP Facility SPSO Claims (as discussed below). The New LightSquared Term Loans issued under the New LightSquared Term Loan Facility shall be used to satisfy (in full or in part, depending on certain conditions in the Plan) Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition LP Facility SPSO Claims, and Allowed Prepetition Inc. Facility Non-Subordinated Claims. The New LightSquared Term Loans will be divided into New LightSquared Tranche A Term Loans and New LightSquared Tranche B Term Loans, which will have identical economic terms, but the New LightSquared Tranche B Term Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New LightSquared Term Loan Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New LightSquared Tranche B Term Loans, the release of all or substantially all of the Collateral or the value of the guarantees in respect of the New LightSquared Loan Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New LightSquared Tranche B Term Loans compared with the New LightSquared Tranche A Term Loans. If (i) a default or an event of default has occurred and is continuing under the New LightSquared Loan Facilities or (ii) an enforcement action against the Collateral has commenced, all voluntary prepayments and mandatory prepayments, and the proceeds realized in any enforcement action, shall first be applied to prepay or repay in full all then outstanding New LightSquared Tranche A Working Capital Loans and New LightSquared Tranche B Working Capital Loans (on a pro rata basis) before any portion of such prepayment or repayment is applied to the New LightSquared Term Loans.

On the Effective Date, New LightSquared will issue New LightSquared Common Equity, which may be divided into two classes: New LightSquared Class A Common Equity and New LightSquared Class B Common Equity. The New LightSquared Class A Common Equity and New LightSquared Class B Common Equity will provide for identical rights as to dividends and distributions upon liquidation, but each share or unit of New LightSquared Class B Common Equity will have one-fifth the voting power of a share or unit of New LightSquared Class A Common Equity. The New LightSquared Common Equity will be issued, subject to the Auction described below, to Holders of Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition Inc. Facility Non-Subordinated Claims and may be issued to Allowed Prepetition LP Facility SPSO Claims if they accept the Plan, subject to the Auction described below.

Allowed Prepetition LP Facility Non-SPSO Claims generally will be satisfied through the receipt of New LightSquared Tranche A Term Loans made under the New LightSquared Term Loan Facility and New LightSquared Class A Common Equity, subject to the Auction described below.

The allowance and treatment of Prepetition LP Facility SPSO Claims will be determined by whether the Holders of Prepetition LP Facility SPSO Claims vote to accept or reject the Plan. If Holders of Prepetition LP Facility SPSO Claims vote to accept the Plan, such Claims will be Allowed in the reduced amount of $900 million (plus interest accrued from the Confirmation Date through the Effective Date), and Holders of such Allowed Claims will receive their Pro Rata share (along with Holders of Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition Inc. Facility Non-Subordinated Claims (if applicable)) of (i) New LightSquared Term Loans under the New LightSquared Term Loan Facility and (ii) New LightSquared Common Equity. If, however, Holders of Prepetition LP Facility SPSO Claims vote to reject the Plan, the Prepetition LP Facility SPSO Claims will be subject to equitable subordination (the "Subordinated SPSO Claims"), and the remaining secured portion of the Prepetition LP Facility SPSO Claims will receive New LightSquared Term Loans in the Allowed amount of such secured Claims. The Subordinated SPSO Claims will be treated along with other junior claims, as described below. The New LightSquared Term Loans and New LightSquared Common Equity to be issued to Holders of Allowed Prepetition LP Facility Non-SPSO Claims, as applicable, will be New LightSquared Tranche B Term Loans and New LightSquared Class B Common Equity, respectively.

The treatment of Prepetition Inc. Facility Non-Subordinated Claims will be determined by whether the Holders of Prepetition Inc. Facility Non-Subordinated Claims vote to accept or reject the Plan. If Holders of Prepetition Inc. Facility Non-Subordinated Claims vote to accept the Plan, such Holders will receive their Pro Rata share (along with Holders of Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition LP SPSO Claims (if applicable)) of (i) New LightSquared Term Loans under the New LightSquared Term Loan Facility and (ii) New LightSquared Common Equity. The New LightSquared Term Loans and New LightSquared Common Equity to be issued to Holders of Allowed Prepetition Inc. Facility Non-Subordinated Claims, as applicable, will be New LightSquared Tranche A Term Loans and New LightSquared Class A Common Equity, respectively. If, however, Holders of Prepetition Inc. Facility Non-Subordinated Claims vote to reject the Plan, then, as discussed below, the Plan shall be withdrawn with respect to all of the Inc. Debtors, shall be a plan only for the LP Debtors, and may be confirmed with respect to the LP Debtors.

The New LightSquared Common Equity to be distributed on account of Allowed Prepetition LP Facility Non-SPSO Claims, Allowed LP Facility SPSO Claims (if applicable), and Allowed Prepetition Inc. Facility Non-Subordinated Claims (if applicable) may be sold pursuant to an Auction that will occur following confirmation of the Plan. The Auction Proceeds shall be applied first in lieu of the New LightSquared Common Equity to be otherwise distributed to Holders of Allowed Prepetition LP Facility Non-SPSO Claims, Allowed LP Facility SPSO Claims (if applicable), and Allowed Prepetition Inc. Facility Non-Subordinated Claims (if applicable), then to reduce on a dollar for dollar basis the amount of New LightSquared Term Loans to be issued to satisfy such Claims, and then to pay Allowed New DIP Facility Claims (and thereby reduce the amount of the New LightSquared Working Capital

Facility). If the Allowed Prepetition LP Facility Non-SPSO Claims, Allowed LP Facility SPSO Claims (excluding any Subordinated SPSO Claims), Allowed Prepetition Inc. Facility Non-Subordinated Claims, and Allowed New DIP Facility Claims are satisfied in full in Cash from the Auction Proceeds, then the remaining Auction Proceeds, if any, will be held in trust subject to a determination by the Bankruptcy Court regarding the allocation of such remaining Auction Proceeds as between the Estates of the Inc. Debtors, on the one hand, and the LP Debtors, on the other hand. Following such allocation, the remaining Auction Proceeds will be distributed in order of priority to the other Holders of Claims against, and Equity Interests in, the Inc. Debtors and LP Debtors, respectively (including the Subordinated SPSO Claims).

Holders of Allowed LP General Unsecured Claims or Allowed Inc. Convenience Claims (which are General Unsecured Claims asserted against an Inc. Debtor that are Allowed in an amount equal to or less than $65,000), shall receive Plan Consideration in the form of Cash in an amount equal to the principal amount of such Allowed LP General Unsecured Claims or Allowed Inc. Convenience Claims.

Notwithstanding any of the foregoing, the Plan includes a "toggle" concept whereby, if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan, then the Plan shall be withdrawn with respect to all of the Inc. Debtors, shall be a plan only for the LP Debtors, and may be confirmed with respect to the LP Debtors. If the Plan is withdrawn with respect to the Inc. Debtors, then without any further notice or action, order, or approval of the Bankruptcy Court, and notwithstanding anything to the contrary contained in the Plan, the Plan shall be deemed amended and modified to, among other things, eliminate (i) the Inc. Debtors from the Plan, (ii) treatment of all Claims against, and Equity Interests in, any of the Inc. Debtors, (iii) the combination of Inc. Debtors' Assets with and into LightSquared LP pursuant to Article IV.B.2 of the Plan, (iv) the substantive consolidation of the Inc. Debtors pursuant to Article I.C of the Plan, (v) the inclusion of any Claims against, or Equity Interests in, the Inc. Debtors in the calculation of the Pro Rata share of treatment provided to a Holder of an Allowed Claim against the LP Debtors, (vi) any New LightSquared Working Capital Facility Loans related to repayment of New DIP Inc. Facility Loans, and the amount of the New LightSquared Working Capital Facility will be adjusted accordingly, (vii) any Inc. Debtor and any Holder of a Claim against, or Equity Interest in, any Inc. Debtor, in their capacity as such a Holder, from the definition of "Released Party," and (viii) any settlement or compromise for the benefit of any Inc. Debtor or any Holder of a Claim against, or Equity Interest in, any Inc. Debtor, in their capacity as such a Holder.

Notwithstanding anything to the contrary contained in the Plan, if the Plan is withdrawn with respect to the Inc. Debtors, then all claims and Causes of Action held by any LP Debtor or any Holder of a Claim against, or Equity Interest in, an LP Debtor against any Inc. Debtor or any Holder of a Claim against, or Equity Interest in, an Inc. Debtor shall be and are preserved and shall not be and are not released, waived, or compromised under or pursuant to the Plan, including, without limitation, any and all claims arising under and pursuant to the Prepetition LP Loan Documents. Moreover, if the Plan is withdrawn with respect to the Inc. Debtors, all parties (a) reserve their respective rights and defenses with respect to the foregoing (including with respect to the value of consideration provided to Holders of Allowed Claims under the Plan and in connection with the Prepetition LP Loan Documents), and (b) reserve their rights with

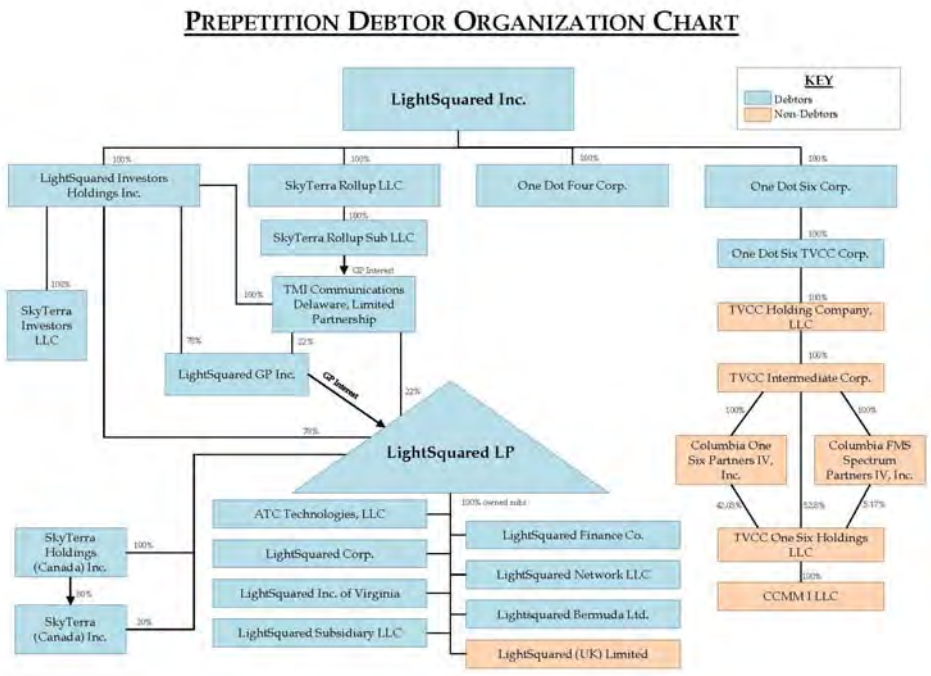
respect to any Claims or Causes of Action challenging the liens securing the Prepetition Inc. Facility Claims or otherwise seeking to recharacterize any Claims held by the Prepetition Inc. Lenders (any such action, a "Prepetition Inc. Facility Action").

For the avoidance of doubt, the Debtors take no position with respect to a grant of standing to the Ad Hoc LP Secured Group for purposes of pursuing any Prepetition Inc. Facility Action, and the filing of the Plan shall not be deemed as the Debtors' consent or support with respect to the grant of such standing.

For more details, refer to the Plan, attached hereto as Exhibit A.

3. General Structure of LightSquared and Reorganized Debtors Under Plan

As of the Petition Date, LightSquared maintained the following corporate organizational structure:



Article IV.B of the Plan sets forth the key restructuring transactions contemplated by LightSquared's reorganization. In connection with the Plan, the Debtors will be reorganized, and each Inc. Debtor shall sell, assign, and/or transfer to LightSquared LP, including through a merger or other combination, all of such Inc. Debtor's assets and equity interests, including all legal, equitable, and beneficial right, title, and interest thereto and therein, including, without limitation, all of such Inc. Debtor's equity interests, if any, in any Reorganized Debtor, intellectual property, contractual rights, Retained Causes of Action, and the right to prosecute such Retained Causes of Action and receive the benefits therefrom. LightSquared LP shall then be converted into a Delaware corporation or limited liability company with the appropriate governmental authorities pursuant to applicable law.

4. Administrative and Priority Claims

a. Treatment of Administrative and Priority Claims Generally

In accordance with section 1123(a)(l) of the Bankruptcy Code, Administrative Claims (including Accrued Professional Compensation Claims, DIP Claims, KEIP Payments, and U.S. Trustee Fees) and Priority Tax Claims have not been classified, and the Holders thereof are not entitled to vote on the Plan. Such Claims shall be satisfied in full in accordance with the Plan. All other Claims and Equity Interests are classified under the Plan.

b. Treatment of DIP Inc. Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP Inc. Facility Claim, except to the extent that a Holder of a DIP Inc. Facility Claim agrees to less favorable or other treatment, each Holder of a DIP Inc. Facility Claim shall receive on the Confirmation Date, New DIP Inc. Facility Loans to be issued under the New DIP Inc. Facility in an amount equal to the Allowed DIP Inc. Facility Claims; provided, however, that to the extent a Holder of an Allowed DIP Inc. Facility Claim objects to such treatment, such Holder of an Allowed DIP Inc. Facility Claim shall receive Cash from the proceeds of the New DIP Inc. Facility on the New DIP Facilities Closing Date in an amount equal to its Allowed DIP Inc. Facility Claim.

c. Treatment of DIP LP Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP LP Facility Claim, except to the extent that a Holder of a DIP LP Facility Claim agrees to less favorable or other treatment, each Holder of a DIP LP Facility Claim shall receive on the Confirmation Date, New DIP LP Facility Loans to be issued under the New DIP LP Facility in an amount equal to the Allowed DIP LP Facility Claims; provided, however, that to the extent a Holder of an Allowed DIP LP Facility Claim objects to such treatment, such Holder of an Allowed DIP LP Facility Claim shall receive Cash from the proceeds of the New DIP LP Facility on the New DIP Facilities Closing Date in an amount equal to its Allowed DIP LP Facility Claim. Any New DIP LP Facility Loans to be made by SPSO, either in satisfaction of Allowed DIP LP Facility Claims held by SPSO or otherwise, shall be New DIP LP Facility Tranche B Loans, subject to the restrictions set forth in Article IV.B.1(a) of the Plan.

d. Treatment of New DIP Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each New DIP Facility Claim, except to the extent that a Holder of a New DIP Facility Claim agrees to a less favorable or other treatment, each Holder of a New DIP Facility Claim shall receive, on the Effective Date, New LightSquared Working Capital Facility Loans to be issued under the New LightSquared Working Capital Facility in an amount equal to the Allowed New DIP Facility Claims; provided, however, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed New DIP Facility Claims shall receive Auction Proceeds in lieu of New LightSquared Working Capital Facility Loans as

provided in Article IV.C of the Plan; provided further, however, that to the extent a Holder of an Allowed New DIP Facility Claim objects to the treatment set forth above, such Holder of an Allowed New DIP Facility Claim shall receive Plan Consideration in the form of Cash on the Effective Date in an amount equal to its Allowed New DIP Facility Claim. Any New LightSquared Working Capital Loans to be made by SPSO, either in satisfaction of Allowed New DIP Facility Claims held by SPSO, if any, or otherwise, shall be New LightSquared Tranche B Working Capital Loans, and shall be subject to the restrictions set forth in Article IV.B.2(c) and (d) of the Plan.

5. Classes and Treatment

Pursuant to the Bankruptcy Code, not all Classes are entitled to vote on the Plan. Under the Plan, (a) Classes 1, 2, 3, 4, and 16 are Unimpaired, and the Holders of Claims in such Classes are conclusively presumed to have accepted the Plan and (b) Class 15 is Impaired and shall receive no distributions under the Plan on account of its Claims, and the Holders of Claims in such Class are deemed to have rejected the Plan. As a result, the Holders of Claims or Equity Interests in the foregoing Classes are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited.

The chart below summarizes the Classes of Claims and Equity Interests, the treatment of such Classes (except to the extent a Holder agrees to other treatment), whether they are Impaired or Unimpaired, and the entitlement of such Classes to vote. This chart and its content are subject to change based upon changes in the amount of Allowed Claims and Allowed Equity Interests and the amounts available for distribution. Unless otherwise provided in the Plan or the Confirmation Order, the treatment of any Claim or Equity Interest under the Plan will be in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Claim or Equity Interest.

Reference should be made to the entirety of the Specific Disclosure Statement and the Plan for a complete understanding of the classification and treatment of Allowed Claims and Allowed Equity Interests.

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
1	LP Other Priority Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP Other Priority Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed LP Other Priority Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed LP Other Priority Claim.	Unimpaired	No (Deemed To Accept)	100%

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
2	Inc. Other Priority Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Other Priority Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed Inc. Other Priority Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed Inc. Other Priority Claim.	Unimpaired	No (Deemed To Accept)	100%
3	LP Other Secured Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP Other Secured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed LP Other Secured Claim each Holder of an Allowed LP Other Secured Claim shall receive one of the following treatments, in the sole discretion of the Plan Proponents: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed LP Other Secured Claim; (ii) delivery of the Collateral securing such Allowed LP Other Secured Claim and payment of interest required to be paid under section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed LP Other Secured Claim in any other manner such that the Allowed LP Other Secured Claim shall be rendered Unimpaired.	Unimpaired	No (Deemed To Accept)	100%
4	Inc. Other Secured Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Other Secured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Inc. Other Secured Claim shall receive one of the following treatments, in the sole discretion of the Plan Proponents: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Inc. Other Secured Claim; (ii) delivery of the Collateral securing such Allowed Inc. Other Secured Claim and payment of interest required to be paid under section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed Inc.	Unimpaired	No (Deemed To Accept)	100%

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		Other Secured Claim in any other manner such that the Allowed Inc. Other Secured Claim shall be rendered Unimpaired.			
5A	Prepetition LP Facility Non-SPSO Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility Non-SPSO Claim, on the Effective Date, and except to the extent that a Holder of an Allowed Prepetition LP Facility Non-SPSO Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility Non-SPSO Claim shall receive its Pro Rata share of (i) $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche A Term Loans, and (ii) 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class A Common Equity; provided, however, that if Class 5B votes to reject the Plan, the amount of the New LightSquared Term Loans issued pursuant to Article III.B.5(c) of the Plan shall be increased to $1.2 billion. A Holder's Pro Rata share in Article III.B.5(c) of the Plan shall be the proportion that a Holder's Allowed Prepetition LP Facility Non-SPSO Claim bears to the aggregate amount of all (A) Allowed Prepetition LP Facility Non-SPSO Claims, plus (B) Allowed Prepetition LP Facility SPSO Claims if Class 5B votes to accept the Plan, plus (C) Allowed Prepetition Inc. Facility Non-Subordinated Claims if Class 6 votes to accept the Plan. Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition LP Facility Non-SPSO Claims shall receive Auction Proceeds in lieu of certain consideration set forth in Article III.B.5(c) of the Plan, as provided in Article IV.C of the Plan. For the avoidance of doubt, except as set forth in Article IV.U of the Plan, the treatment specified in Article III.B.5(c) of the Plan shall be deemed in full and final satisfaction of Allowed Prepetition LP Facility Non-SPSO Claims and, upon the occurrence of the Effective Date and receipt of the treatment provided for herein, Holders of such Allowed Prepetition LP Facility Non-SPSO Claims shall not hold or assert deficiency claims against	Impaired	Yes	Undetermined

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		any of the Inc. Debtors' Estates.			
5B	Prepetition LP Facility SPSO Claims	*Allowance:* Prepetition LP Facility SPSO Claims shall be Allowed as follows: (i) in the event that Class 5B votes to accept the Plan, the Prepetition LP Facility SPSO Claims shall be Allowed Claims on the Effective Date for all purposes, without subordination, in the aggregate amount of (A) $900 million (which amount, for the avoidance of doubt, includes all Prepetition LP Facility Postpetition Interest, all Prepetition LP Facility Prepetition Interest, the Prepetition LP Facility Repayment Premium, SPSO Fee Claims, and all other amounts otherwise accrued under the Prepetition LP Loan Documents with respect to such Prepetition LP Facility SPSO Claims through and including the Confirmation Date), plus (B) all Prepetition LP Facility Postpetition Interest that accrues on such Prepetition LP Facility SPSO Claims between the Confirmation Date and the Effective Date, plus (C) all SPSO Fee Claims incurred between the Confirmation Date and the Effective Date; or (ii) in the event that Class 5B votes to reject the Plan, (A) the Allowed amount of the Prepetition LP Facility SPSO Claims, including the amount of the Prepetition LP Facility SPSO Subordinated Claims, shall be determined by the Bankruptcy Court after the Confirmation Date, (B) the Class 5B – Prepetition LP Facility SPSO Claims will be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII of the Plan, (C) each Holder of a Prepetition LP Facility SPSO Claim will not be treated as a Released Party, and (D) all claims against SPSO will be preserved. *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility SPSO Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition LP Facility SPSO Claim agrees to less favorable treatment, each Holder of a Prepetition LP Facility SPSO Claim shall receive: (i) in the event that Class 5B votes to accept the	Impaired	Yes	In the event that Class 5B votes to accept the Plan: Undetermined In the event that Class 5B votes to reject the Plan: 100% of secured Claim remaining after subordination

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		Plan, (A) Cash in the amount of the SPSO Fee Claims incurred between the Confirmation Date and the Effective Date, (B) its Pro Rata share of $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche B Term Loans, and (C) its Pro Rata share of 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class B Common Equity. A Holder's Pro Rata share in Article III.B.6(c)(i) of the Plan shall be the proportion that a Holder's Allowed Prepetition LP Facility SPSO Claim bears to the aggregate amount of all (x) Allowed Prepetition LP Facility SPSO Claims, plus (y) Allowed Prepetition LP Facility Non-SPSO Claims, plus (z) Allowed Prepetition Inc. Facility Non-Subordinated Claims if Class 6 votes to accept the Plan; or (ii) in the event that Class 5B votes to reject the Plan, New LightSquared Tranche B Term Loans issued under the New LightSquared Term Loan Facility in an amount equal to its Allowed Prepetition LP Facility SPSO Claim. Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition LP Facility SPSO Claims may receive Auction Proceeds in lieu of certain consideration set forth in Article III.B.6(c) of the Plan, as provided in Article IV.C of the Plan. For the avoidance of doubt, except as set forth in Article IV.U of the Plan, the treatment specified in Article III.B.6(c) of the Plan shall be deemed in full and final satisfaction of Allowed Prepetition LP Facility SPSO Claims and, upon the occurrence of the Effective Date and receipt of the treatment provided for herein, Holders of such Allowed Prepetition LP Facility SPSO Claims shall not hold or assert deficiency claims against any of the Inc. Debtors' Estates.			
5C	Prepetition LP Facility SPSO Subordinated Claims	*Allowance*: In the event that Class 5B votes to reject the Plan, (i) the Allowed Amount of the Prepetition LP Facility SPSO Subordinated Claims shall be determined by the Bankruptcy Court after the Confirmation Date, (ii) the Class 5C –	Impaired	Yes	0%

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		Prepetition LP Facility SPSO Subordinated Claims will be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII of the Plan, (iii) each Holder of a Prepetition LP Facility SPSO Subordinated Claim will not be treated as a Released Party, and (iv) all claims against SPSO will be preserved. *Treatment*: In the event that Class 5B votes to reject the Plan, then in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility SPSO Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim shall receive its Pro Rata share of (i) Excess LP Auction Proceeds, if any, and (ii) on account of any Allowed Prepetition LP Facility SPSO Subordinated Guarantee Claims, Excess Inc. Auction Proceeds, if any, as provided in Article IV.C of the Plan; provided, in no event shall any distribution to a Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Prepetition LP Facility SPSO Subordinated Claim (including any Allowed Prepetition LP Facility SPSO Subordinated Guarantee Claims).			
6	Prepetition Inc. Facility Non-Subordinated Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Non-Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, each Holder of a Prepetition Inc. Facility Non-Subordinated Claim shall receive (i) Cash in the amount of the MAST Fee Claims, (ii) its Pro Rata share of $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche A Term Loans, and (iii) its Pro Rata share 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class A Common Equity; provided, however, that if Class 5B votes to reject the Plan,	Impaired	Yes	Undetermined

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		the amount of the New LightSquared Term Loans issued pursuant to Article III.B.8(c) of the Plan shall be increased to $1.2 billion. A Holder's Pro Rata share in Article III.B.8(c) of the Plan shall be the proportion that a Holder's Allowed Prepetition Inc. Facility Non-Subordinated Claim bears to the aggregate amount of all (A) Allowed Prepetition Inc. Facility Non-Subordinated Claims, plus (B) Allowed Prepetition LP Facility Non-SPSO Claims, plus (C) Allowed Prepetition LP Facility SPSO Claims if Class 5B votes to accept the Plan. Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition Inc. Facility Non-Subordinated Claims may receive Auction Proceeds in lieu of certain consideration set forth in Article III.B.8(c) of the Plan, as provided in Article IV.C of the Plan.			
7	Prepetition Inc. Facility Subordinated Claims	*Allowance*: Prepetition Inc. Facility Subordinated Claims shall be Allowed as follows: (i) in the event that Class 7 votes to accept the Plan, the Prepetition Inc. Facility Subordinated Claims shall be Allowed Claims on the Effective Date for all purposes; or (ii) in the event that Class 7 votes to reject the Plan, (A) the Allowed amount of the Prepetition Inc. Facility Subordinated Claims shall be determined by the Bankruptcy Court following and after giving effect to the outcome of the Prepetition Inc. Facility Actions, (B) the Class 7 – Prepetition Inc. Facility Subordinated Claims will be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII of the Plan, (C) each Holder of a Prepetition Inc. Facility Subordinated Claim will not be treated as a Released Party, and (D) all claims against Holders of Prepetition Inc. Facility Subordinated Claims will be preserved. *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Prepetition Inc. Facility	Impaired	Yes	0%

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		Subordinated Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition Inc. Facility Subordinated Claim shall receive its Pro Rata share of Excess Inc. Auction Proceeds, if any, as provided in Article IV.C of the Plan; provided, in no event shall any distribution to a Holder of an Allowed Prepetition Inc. Facility Subordinated Claim pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Prepetition Inc. Facility Subordinated Claim.			
8	LP General Unsecured Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed LP General Unsecured Claim shall receive Plan Consideration in the form of Cash in an amount equal to the principal amount of such Allowed LP General Unsecured Claim.	Impaired	Yes	100%
9	Inc. Convenience Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Convenience Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Inc. Convenience Claim shall receive Plan Consideration in the form of Cash in an amount equal to the principal amount of such Allowed Inc. Convenience Claim.	Impaired	Yes	100%
10	Inc. General Unsecured Claims	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed Inc. General Unsecured Claim shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C of the Plan; provided, in no event shall any distribution to a Holder of an Allowed Inc. General	Impaired	Yes	0%

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		Unsecured Claim pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Inc. General Unsecured Claim.			
11	Existing LP Preferred Units Equity Interests	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Preferred Units Equity Interest, each Existing LP Preferred Units Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing LP Preferred Units Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing LP Preferred Units Equity Interest shall receive its Pro Rata share of Excess LP Auction Proceeds, if any, as provided in Article IV.C of the Plan; provided, in no event shall any distribution to a Holder of an Allowed Existing LP Preferred Units Equity Interest pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Existing LP Preferred Units Equity Interest.	Impaired	Yes	0%
12	Existing Inc. Preferred Stock Equity Interests	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Preferred Stock Equity Interest, each Existing Inc. Preferred Stock Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing Inc. Preferred Stock Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing Inc. Preferred Stock Equity Interest shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C of the Plan; provided, in no event shall any distribution to a Holder of an Allowed Existing Inc. Preferred Stock Equity Interest pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Existing Inc. Preferred Stock Equity Interest.	Impaired	Yes	0%
13	Existing LP Common Units Equity Interests	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Common Units Equity Interest, each Existing LP Common Units Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably	Impaired	Yes	0%

Class	Claims or Equity Interests	Treatment	Impairment Status	Entitlement to Vote	Estimated Percentage Recovery of Allowed Claims or Equity Interests
		practicable, each Holder of an Allowed Existing LP Common Units Equity Interest shall receive its Pro Rata share of Excess LP Auction Proceeds, if any, as provided in Article IV.C of the Plan.			
14	Existing Inc. Common Stock Equity Interests	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Common Stock Equity Interest, each Existing Inc. Common Stock Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing Inc. Common Stock Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing Inc. Common Stock Equity Interest shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C of the Plan.	Impaired	Yes	0%
15	Intercompany Claims	All Allowed Intercompany Claims shall be cancelled as of the Effective Date, and Holders of Allowed Intercompany Claims shall not receive any distribution from Plan Consideration, or retain any Claims, on account of such Allowed Intercompany Claims; [provided, however, that any Allowed Intercompany Claim of SkyTerra (Canada) Inc. against LightSquared Corp. shall not be cancelled and shall be Reinstated for the benefit of the Holder thereof.]	Impaired	No (Deemed to Reject)	0%
16	Intercompany Interests	In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Intercompany Interest other than Allowed Existing LP Common Units Equity Interests, on the Effective Date or as soon thereafter as reasonably practicable, each Allowed Intercompany Interest other than an Existing LP Common Units Equity Interests shall be Reinstated for the benefit of the Holder thereof and treated in accordance with the Plan, as applicable.	Unimpaired	No (Deemed To Accept)	100%

B. Chapter 11 Cases

Reference should be made to Article III of the General Disclosure Statement, entitled "Chapter 11 Cases," for a discussion of, among other things, the events leading to the Chapter 11 Cases, events in the Chapter 11 Cases, pending litigation proceedings, and LightSquared's restructuring efforts.

1. Debtor-in-Possession Financing

A description of the DIP Inc. Facility is provided in Article III.B.3 of the General Disclosure Statement, entitled "**DIP Inc. Facility**." Notwithstanding the foregoing, the following information is intended to supplement Article III.B.3 of the General Disclosure Statement and additionally provide a description of the DIP LP Facility:

a. DIP Inc. Facility

As described in Article III.B.3 of the General Disclosure Statement, on July 17, 2012, the Bankruptcy Court entered an order (the "DIP Inc. Order"), which provided the DIP Borrower access to $41.4 million of secured, priming postpetition borrowings [Docket No. 224] (the "DIP Inc. Facility"). The DIP Inc. Order was subsequently amended pursuant to those certain orders dated as of March 13, 2013 [Docket No. 579], December 23, 2013 [Docket No. 1126], January 31, 2014 [Docket No. 1286], March 25, 2014 [Docket No. 1444], April 15, 2014 [Docket No. 1492], June 13, 2014 [Docket No. 1581], June 30, 2014 [Docket No. 1613], July 8, 2014 [Docket No. 1625], July 18, 2014 [Docket No. 1653], and August 1, 2014 [Docket No. 1680]. The DIP Inc. Facility is scheduled to mature on August 31, 2014.

b. DIP LP Facility

On January 18, 2014, the Debtors filed a motion (the "DIP LP Motion") seeking authority to allow LightSquared LP (the "DIP LP Borrower") to obtain, and each LightSquared LP subsidiary (collectively, the "DIP LP Guarantors" and, together with the DIP LP Borrower, the "LP Obligors") to unconditionally guaranty jointly and severally the DIP LP Borrower's obligations in respect of, secured, priming superpriority postpetition financing (the "DIP LP Facility") in the amount of $33 million [Docket No. 1237]. On February 4, 2014, the Bankruptcy Court entered the order approving the DIP LP Motion (the "DIP LP Order**Error! Bookmark not defined.**") [Docket No. 1291].

On April 10, 2014, the Bankruptcy Court entered the *Final Order (A) Authorizing LP DIP Obligors To Obtain Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay* [Docket No. 1476] and thereby approved, among other things, the provision of certain superpriority senior secured priming postpetition financing by the DIP LP Lenders to the DIP LP Obligors through June 15, 2014. On June 9, 2014, the Debtors filed the *Notice of Extension of Final Maturity Date Under Replacement LP DIP Facility* [Docket No. 1574], providing that the DIP LP Lenders had agreed to extend the maturity of the replacement DIP LP Facility to June 30, 2014. The existing DIP LP Facility was subsequently supplanted with a "replacement" DIP LP

Facility with an extended maturity date pursuant to those certain orders dated as of June 30, 2014 [Docket No. 1614], July 11, 2014 [Docket No. 1634], July 24, 2014 [Docket No. 1668], and August 1, 2014 [Docket No. 1681]. Such DIP LP Facility is scheduled to mature on August 31, 2014.

2. Ergen Adversary Proceeding

Article III.D.3 of the General Disclosure Statement and the Introduction hereof provides a discussion of the adversary proceeding brought against the Ergen Defendants. Following the issuance of the Ergen Adversary Decision, parties in interest in the Ergen Adversary Proceeding filed notices of appeal regarding certain issues and pleadings related thereto. The appeal process is ongoing.

3. Postpetition FCC Developments

A detailed description of the FCC process is provided in Article III.F.1 of the General Disclosure Statement, entitled "**Current Status of FCC Process**." Notwithstanding the foregoing, the following information is intended to supplement Article III.F.1 of the General Disclosure Statement:

On July 1, 2014, Karl B. Nebbia, the Associate Administrator of the Office of Spectrum Management of the National Telecommunications and Information Administration (the "NTIA") sent a letter to Julius Knapp, Chief, Office of Engineering and Technology of the FCC. The letter forwarded, for inclusion in the record of the License Modification Application and related FCC proceedings and for consideration by the FCC, a letter to the NTIA from the Department of Transportation ("DOT"). That DOT letter raises certain issues about the compatibility of GPS receivers with terrestrial "uplink" operations (i.e., terrestrial handset operations) over LightSquared's network. To the extent that the FCC is inclined to authorize terrestrial-only handsets in the 1626.5-1660.5 MHz band, NTIA urges the FCC to carefully consider the issues raised by DOT along with the rest of the record and to ensure that LightSquared's proposal is adequately supported.

C. Solicitation Process and Voting Procedures

1. Solicitation Process

a. General

A description of the solicitation process is provided in Article I.C of the General Disclosure Statement, entitled "**Solicitation Process and Voting Procedures**." Notwithstanding the foregoing, the following process and procedures apply with respect to the Plan:

On [__], 2014, the Bankruptcy Court entered the *Order with Respect to Motion for Entry of Order with Respect to Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders (I) Approving the Disclosure Statement; (II) Approving Solicitation and Voting Procedures; (III) Scheduling the Plan Confirmation Process; and (IV) Granting Related Relief* [Docket No. __] (the "Solicitation

Order"), which, among other things, approved the Specific Disclosure Statement and the solicitation of the Plan.

This Specific Disclosure Statement and other documents described herein are being furnished by the Plan Proponents to Holders of Claims against, and Equity Interests in, the Debtors pursuant to the Disclosure Statement Order, as recognized in the Canadian Proceedings (the "Disclosure Statement Recognition Order"), for the purpose of soliciting votes on the Plan. There will be no separate voting process for Canadian Holders of Claims or Equity Interests, and Canadian Holders of Claims or Equity Interests will be subject to the voting process set out in the Disclosure Statement Order, as recognized by the Disclosure Statement Recognition Order.

Copies of the Disclosure Statement Order entered by the Bankruptcy Court, the Disclosure Statement Recognition Order entered by the Canadian Court, and a notice (the "Confirmation Hearing Notice") of, among other things, voting procedures and the dates set for objections to, and the hearing on, confirmation (the "Confirmation Hearing") of the Plan is also being transmitted with this Specific Disclosure Statement. The Disclosure Statement Order and the Confirmation Hearing Notice set forth in detail the deadlines, procedures, and instructions for casting votes to accept or reject the Plan, for filing objections to confirmation of the Plan, the treatment for balloting purposes of certain types of Claims and Equity Interests, and the assumptions for tabulating ballots. In addition, detailed voting instructions will accompany each ballot. Each Holder of a Claim or Equity Interest within a Class entitled to vote should read, as applicable, the General Disclosure Statement, the Specific Disclosure Statement (including all exhibits, attachments, and other accompanying documents), the Plan, the Disclosure Statement Order, the Confirmation Hearing Notice, and the instructions accompanying the ballots in their entirety before voting on the Plan. These documents contain important information concerning how Claims and Equity Interests are classified for voting purposes and how votes will be tabulated.

b. Who Is Entitled To Vote

Pursuant to the Disclosure Statement Order, the Bankruptcy Court has established [_] (the "Voting Record Date") as the record date for determining the Holders of Claims or Equity Interests entitled to vote to accept or reject the Plan. Under the provisions of the Bankruptcy Code, not all parties in interest are entitled to vote on a chapter 11 plan. Creditors or equity interest Holders whose claims or interests are not impaired by a plan are deemed to accept the plan under section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote. Creditors or equity interest Holders whose claims or interests are impaired by a plan, but who will receive no distribution under a plan, are also not entitled to vote because they are deemed to have rejected the plan under section 1126(g) of the Bankruptcy Code.

Under the Plan, Classes 5A, 5B, 5C, 6, 7, 8, 9, 10, 11, 12, 13, and 14 are "Impaired," and the Holders in such Classes are entitled to vote to accept or reject the Plan.

c. Summary of Voting Procedures

If you are entitled to vote to accept or reject the Plan, a ballot providing for voting on the Plan is enclosed for voting purposes. If you hold Claims or Equity Interests in more than one

Class and you are entitled to vote Claims or Equity Interests in more than one Class, you will receive separate ballots, which must be used for each separate Class. Each ballot votes only your Claim or Equity Interest indicated on that Ballot. Please vote and return your ballot(s) in accordance with the instructions set forth herein and the instructions accompanying your ballot(s).

TO BE COUNTED, YOUR VOTE INDICATING ACCEPTANCE OR REJECTION OF THE PLAN MUST BE PROPERLY COMPLETED IN ACCORDANCE WITH THE INSTRUCTIONS ON THE BALLOT, AND MUST BE **ACTUALLY RECEIVED** BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN 4:00 P.M. (PREVAILING PACIFIC TIME) ON [_], 2014. BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.

BALLOTS MUST BE DELIVERED TO THE CLAIMS AND SOLICITATION AGENT BY (A) E-MAIL TO LIGHTSQUAREDBALLOTS@KCCLLC.COM, (B) FACSIMILE TO (310) 776-8379, OR (C) FIRST CLASS MAIL, OVERNIGHT COURIER, OR PERSONAL DELIVERY TO:

LIGHTSQUARED BALLOT PROCESSING
c/o KURTZMAN CARSON CONSULTANTS LLC
2335 ALASKA AVENUE
EL SEGUNDO, CA 90245

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THEIR APPLICABLE VOTING INSTRUCTIONS BY (A) FIRST CLASS MAIL, (B) OVERNIGHT DELIVERY, (C) PERSONAL DELIVERY, (D) E-MAIL, OR (E) FACSIMILE, SO THAT THE BALLOTS ARE ACTUALLY RECEIVED NO LATER THAN THE VOTING DEADLINE BY THE CLAIMS AND SOLICITATION AGENT.

ANY PROPERLY EXECUTED, TIMELY RECEIVED BALLOT THAT DOES NOT INDICATE EITHER ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED. ANY PROPERLY EXECUTED, TIMELY RECEIVED BALLOT THAT INDICATES BOTH ACCEPTANCE AND REJECTION OF THE PLAN WILL NOT BE COUNTED. **BALLOTS SHOULD NOT BE DELIVERED DIRECTLY TO THE BANKRUPTCY COURT, LIGHTSQUARED, LIGHTSQUARED'S AGENTS (OTHER THAN THE CLAIMS AND SOLICITATION AGENT), LIGHTSQUARED'S FINANCIAL OR LEGAL ADVISORS, THE AD HOC LP SECURED GROUP, OR THE AD HOC LP SECURED GROUP'S FINANCIAL OR LEGAL ADVISORS.**

d. Inquiries

If you are a Holder of a Claim or Equity Interest entitled to vote on the Plan and did not receive a ballot, received a damaged ballot, or lost your ballot, or if you have questions about the procedures for voting your Claim or Equity Interest or about the packet of materials that you received, please contact the Claims and Solicitation Agent, Kurtzman Carson Consultants LLC,

by writing at 2335 Alaska Avenue, El Segundo, CA 90245, Attn: LightSquared, by telephone at (877) 499-4509, or by email at LightSquaredInfo@kccllc.com.

If you wish to obtain additional copies of the Plan, the General Disclosure Statement, this Specific Disclosure Statement, or the exhibits to those documents, you may do so at your own expense, unless otherwise specifically required by Bankruptcy Rule 3017(d): (a) from the Claims and Solicitation Agent (i) (except Ballots) at its website at http://www.kccllc.net/lightsquared, (ii) by writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, (iii) by calling (877) 499-4509, or (iv) by emailing LightSquaredInfo@kccllc.com; or (b) (except Ballots) for a fee via PACER at http://www.nysb.uscourts.gov.

2. Confirmation Hearing

Pursuant to section 1128 of the Bankruptcy Code, the Confirmation Hearing will be held on [_], 2014 at 10:00 a.m. (prevailing Eastern time), before the Honorable Shelley C. Chapman, United States Bankruptcy Judge. The Bankruptcy Court has directed that objections, if any, to confirmation be filed and served so that they are received on or before [_], 2014 at 4:00 p.m. (prevailing Eastern time). The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or the Plan Proponents (at the Bankruptcy Court's direction) without further notice except for the announcement of the adjourned date made at the Confirmation Hearing or at any adjourned Confirmation Hearing. Should a Confirmation Order be entered, it is anticipated that recognition of such order will be sought in the Canadian Proceedings thereafter.

D. Plan Supplement

The Plan Supplement documents for the Plan (the "Plan Supplement") will be filed with the Bankruptcy Court by [_], 2014. The Plan Supplement will include executed commitment letters, engagement letters, highly confident letters, related term sheets, or form and/or definitive agreements, and documents with respect to:

- New LightSquared Loan Facility Agreement
- New DIP Facility Credit Agreements
- Reorganized Debtors Corporate Governance Documents
- Schedule of Assumed Agreements
- Schedule of Retained Causes of Action
- Auction Procedures

E. Confirmation and Related Procedures

A description of the procedures and requirements to achieve Confirmation of the Plan is provided in Article IV of the General Disclosure Statement, entitled "**Confirmation Procedures**." Notwithstanding the foregoing, pursuant to the Solicitation Order, the Bankruptcy

Court approved the following dates and deadlines with respect to the confirmation and related processes:

- Plan Voting Deadline: [_], 2014 at 4:00 p.m. (prevailing Pacific time)
- Plan Objection Deadline: [_], 2014 at 12:00 p.m. (prevailing Eastern time)
- Deadline to submit Voting Report: [_], 2014 at 4:00 p.m. (prevailing Eastern time)
- Deadline to submit confirmation briefs in support of the Plan and in response to Plan Objections: [_], 2014 at 4:00 p.m. (prevailing Eastern time)
- Commencement of Confirmation Hearing: [_], 2014 at 10:00 a.m. (prevailing Eastern time).

The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or Plan Proponents (at the Bankruptcy Court's direction) without further notice except for the announcement of the adjourned date made at the Confirmation Hearing or at any adjourned Confirmation Hearing. Should a confirmation order be entered, it is anticipated that recognition of such order will be sought in the Canadian Proceedings thereafter.

F. Risk Factors

Prior to deciding whether and how to vote on the Plan, Holders of Claims or Equity Interests in a Voting Class should read and consider carefully all of the information in the Plan, the General Disclosure Statement, including the risk factors described in Article V thereof, entitled "**General Risk Factors**," and the Specific Disclosure Statement, including the risk factors described in Article V, entitled "**Plan-Related Risk Factors to Confirming and Consummating Plan**."

G. Identity of Persons to Contact for More Information

Any interested party desiring further information about the Plan should contact: Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, via electronic mail at LightSquaredInfo@kccllc.com, or by phone at (877) 499-4509.

H. Disclaimer

In formulating the Plan, the Plan Proponents have relied on financial data derived from the books and records of LightSquared. The Plan Proponents, therefore, represent that everything stated in the Specific Disclosure Statement is true to the best of their knowledge. The Plan Proponents nonetheless cannot, and does not, confirm the current accuracy of all statements appearing in the Specific Disclosure Statement. Moreover, the Bankruptcy Court has not yet determined whether the Plan is confirmable, and the Bankruptcy Court does not recommend whether you should vote to accept or reject the Plan.

Although the attorneys, accountants advisors, and other professionals employed by the Plan Proponents have assisted in preparing the Disclosure Statement based upon factual

information and assumptions respecting financial, business, and accounting data found in the books and records of LightSquared, they have not independently verified such information and make no representations as to the accuracy thereof. The attorneys, accountants, advisors, and other professionals employed by the Plan Proponents shall have no liability for the information in the Disclosure Statement.

The Plan Proponents and their professionals also have made a diligent effort to identify the pending litigation claims and projected objections to Claims and Equity Interests. However, no reliance should be placed on the fact that a particular litigation claim or projected objection to a Claim and Interest is, or is not, identified in the Disclosure Statement.

I. Rules of Interpretation

The following rules for interpretation and construction shall apply to the Specific Disclosure Statement: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in such form or substantially on such terms and conditions; (3) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit (as it may thereafter be amended, modified, or supplemented); (4) unless otherwise stated, all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time; (5) any reference herein to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (6) unless otherwise specified, all references herein to "**Articles**" are references to Articles hereof or hereto; (7) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to the Specific Disclosure Statement in its entirety rather than to a particular portion of the Specific Disclosure Statement; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of, or to affect, the interpretation hereof; (9) unless otherwise stated, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined herein shall have the meaning ascribed to that term in the Plan; (11) any term used in capitalized form herein that is not otherwise defined herein or in the Plan, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (12) in computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply, and if the date on which a transaction may occur pursuant to the Specific Disclosure Statement shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day; and (13) unless otherwise specified, all references in the Specific Disclosure Statement to monetary figures shall refer to currency of the United States of America.

ARTICLE II
SUMMARY OF PLAN

The terms of the Plan are incorporated by reference herein. The statements contained in the Specific Disclosure Statement include summaries of the provisions contained in the Plan and

in the documents referred to therein, which are qualified in their entirety by reference to the Plan (as well as the exhibits thereto and definitions therein), which is attached hereto as Exhibit A. The statements contained in the Specific Disclosure Statement do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein, and reference is made to the Plan and to such documents for the full and complete statement of such terms and provisions of the Plan or documents referred to therein.

The Plan itself and the documents therein control the actual treatment of Claims against, and Equity Interests in, LightSquared under the Plan and will, upon the occurrence of the Effective Date, be binding upon all Holders of Claims against, and Equity Interests in, LightSquared, LightSquared's Estates, the Reorganized Debtors, all parties receiving property under the Plan, and other parties in interest. In the event of any conflict between the Specific Disclosure Statement, the General Disclosure Statement, and the Plan or any other operative document, the terms of the Plan and/or such other operative document shall control.

Notwithstanding the foregoing, however, if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan, then the Plan shall be withdrawn with respect to all of the Inc. Debtors, shall be a plan only for the LP Debtors, and may be confirmed with respect to the LP Debtors and be binding upon all Holders of Claims against, and Equity Interests in, the LP Debtors, the LP Debtors' Estates, the Reorganized Debtors (excluding the Inc. Debtors), all parties receiving property under the Plan, and other parties in interest.

ARTICLE III
VALUATION CONSIDERATIONS AND FINANCIAL PROJECTIONS

A. Valuation Considerations

As previously stated, the purpose of the Disclosure Statement is to provide "adequate information" of a kind, and in sufficient detail, as far as is reasonably practicable, that would enable a hypothetical, reasonable investor typical of Holders of Claims or Equity Interests of the relevant Class to make an informed judgment concerning the Plan. See 11 U.S.C. § 1125(a). The Bankruptcy Court may approve the Disclosure Statement without a valuation of the Debtors or an appraisal of the Debtors' Assets. See 11 U.S.C. § 1125(b).

As discussed in Article I.A.1.a of this Specific Disclosure Statement, the Debtors' Assets have been extensively marketed over at least the past year, including at the direction of the Special Committee following its appointment in September 2013. While the marketing process produced some indications of interest, given the highly contentious and litigious nature of these Chapter 11 Cases, it did not produce adequate bids for the Debtors' Assets that were capable of execution. In denying confirmation of the Third Amended Plan, the Bankruptcy Court also recognized the uncertainty of the value of the Debtors' Assets under certain circumstances when it did not accept the valuations submitted in support of, and opposition to, the Third Amended Plan, finding that such plan was based "entirely on unsupportable assumptions about the timing of FCC approvals." See, e.g., In re LightSquared Inc., et al., Case No. 12-12080 (SCC) [Docket No. 1631] (Bankr. S.D.N.Y. July 11, 2014) at 55.

Given these considerations, the Plan Proponents have designed the Plan to test the value of the Debtors' Assets through the Auction of the New LightSquared Common Equity following confirmation of the Plan. (See Article I.A.1.e of this Specific Disclosure Statement and Article IV.B.1.b of the Plan.) As such, the Specific Disclosure Statement does not include a valuation or appraisal of the Debtors' Assets.

B. Financial Projections

As a condition to confirmation of a chapter 11 plan, the Bankruptcy Code requires, among other things, that a bankruptcy court find that confirmation "is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is contemplated by the plan." 11 U.S.C. § 1129(a)(11). For the purposes of determining whether the Plan satisfies feasibility standards, LightSquared's management has, through the development of certain financial projections attached hereto as Exhibit B (the "Projections"), analyzed the Reorganized Debtors' ability to meet their obligations under the Plan and to maintain sufficient liquidity and capital resources to conduct their businesses. The Projections will also assist each Holder of a Claim or Equity Interest in the Voting Classes in determining whether to vote to accept or reject the Plan.

The Plan Proponents believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Reorganized Debtors. In general, as illustrated by the Projections, the Plan Proponents believe that the Reorganized Debtors will be financially viable. Indeed, the Plan Proponents believe that the Reorganized Debtors will have sufficient liquidity, assuming the availability of the New LightSquared Working Capital Facility, to fund obligations as they arise, thereby maintaining value. Accordingly, the Plan Proponents believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code. LightSquared prepared the Projections in good faith based upon, among other things, the estimates and assumptions as to the future financial condition and results of operations of the Reorganized Debtors. Although the Projections represent LightSquared's best estimates of the results of LightSquared's operations and financial position after giving effect to the reorganization contemplated under the Plan, and although LightSquared believes it has a reasonable basis for the Projections as of the date hereof, the Projections are only estimates, and actual results may vary considerably from forecasts. Consequently, the inclusion of the information regarding the Projections herein should not be regarded as a representation by the Plan Proponents, their advisors, or any other Entity that the forecast results will be achieved.

The estimates and assumptions in the Projections, while considered reasonable by LightSquared's management, may not be realized and are inherently subject to a number of uncertainties and contingencies. The Projections also are based on factors such as industry performance and general business, economic, competitive, regulatory, market, and financial conditions, all of which are difficult to predict and generally beyond LightSquared's control. Because future events and circumstances may well differ from those assumed, and unanticipated events or circumstances may occur, the Plan Proponents expect that the actual and projected

results will differ, and the actual results may differ materially from those contained in the Projections. No representations can be made as to the accuracy of the Projections or the Reorganized Debtors' ability to achieve the projected results. Therefore, the Projections may not be relied upon as a guaranty or other assurance of the actual results that will occur. The inclusion of the Projections herein should not be regarded as an indication that the Plan Proponents considered or consider the Projections to reliably predict future performance. The Projections are subjective in many respects and, thus, are susceptible to interpretations and periodic revisions based on actual experience and developments. The Plan Proponents do not intend to update or otherwise revise the Projections to reflect the occurrence of future events, even if assumptions underlying the Projections are not borne out. The Projections should be read in conjunction with the assumptions and qualifications set forth herein.

LightSquared did not prepare the Projections with a view towards complying with the guidelines for prospective financial statements published by the American Institute of Certified Public Accountants. LightSquared's independent auditor has neither compiled nor examined the accompanying prospective financial information to determine the reasonableness thereof and, accordingly, has not expressed an opinion or any other form of assurance with respect thereto.

LightSquared does not, as a matter of course, publish projections of its anticipated financial position, results of operations, or cash flows. Accordingly, neither LightSquared, the Ad Hoc LP Secured Group, nor the Reorganized Debtors intend to, and each disclaims any obligation to: (1) furnish updated projections to (a) Holders of Claims or Equity Interests prior to the Effective Date, (b) holders of claims under the New LightSquared Working Capital Facility, or the New LightSquared Common Equity (unless otherwise required to do so), or (c) any other Entity after the Effective Date; (2) include any such updated information in any documents that may be required to be filed with the Securities and Exchange Commission; or (3) otherwise make such updated information publicly available. LightSquared periodically issues press releases reporting financial results, and Holders of Claims or Equity Interests are urged to review any such press releases when, and as, issued.

The Projections were not prepared with a view toward general use, but rather for the limited purpose of providing information in conjunction with the Plan. In addition, the Projections have been presented in lieu of pro forma historical financial information. Reference should be made to Article V hereof, entitled "**Plan-Related Risk Factors To Confirming And Consummating Plan**" for a discussion of the risks related to the Plan.

The Projections assume that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated by the assumed Effective Date. Any significant delay in the assumed Effective Date of the Plan may have a significant negative impact on the operations and financial performance of the Reorganized Debtors.

ARTICLE IV
CERTAIN PLAN MATTERS

As mentioned, a description of the procedures and requirements to achieve Confirmation of the Plan is provided in Article IV of the General Disclosure Statement, entitled "**Confirmation Procedures**." The Plan Proponents believe that: (a) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (b) it has complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and (c) the Plan has been proposed in good faith. This section discusses certain specific requirements for confirmation of the Plan, including that the Plan is (y) in the "best interests" of creditors and equity interest holders that are Impaired under the Plan and (z) feasible.

A. Best Interests of Creditors Test

Please refer to (1) Article IV.C.2 of the General Disclosure Statement, entitled "**Best Interests of Creditors Test and Liquidation Analysis**" for a description of the confirmation requirement for a chapter 11 plan to be in the "best interests" of holders of claims and equity interests and (2) Exhibit C attached to the General Disclosure Statement setting forth an analysis of the estimated aggregate amount of liquidation proceeds available to Holders of Claims or Equity Interests in a hypothetical chapter 7 liquidation of LightSquared. In addition, a comparison of the estimated recoveries of Holders of Claims or Equity Interests in a hypothetical chapter 7 liquidation of LightSquared and the estimated recoveries of Holders of Claims or Equity Interests under the Plan is attached hereto as Exhibit C (the "Liquidation Analysis/Comparison").

Under the Plan, Classes 5A, 5B, 5C, 6, 7, 8, 9, 10, 11, 12, 13, and 14 are "Impaired," and the Holders in such Classes are entitled to vote to accept or reject the Plan. Because the Bankruptcy Code requires that Holders of Impaired Claims or Equity Interests either accept the Plan or receive at least as much under the Plan as they would in a hypothetical chapter 7 liquidation, the operative "best interests" inquiry in the context of the Plan is whether in a chapter 7 liquidation (after accounting for recoveries by Holders of Unimpaired or unclassified Claims), the Holders of Impaired Claims or Equity Interests will receive more than under the Plan. The Plan is not in the best interests of Impaired Claims or Equity Interest Holders if the probable distribution to the Impaired Claims or Equity Interest Holders under a hypothetical chapter 7 liquidation is greater than the distributions to be received by such Holders under the Plan.

The Plan Proponents believe that the value of any distributions in a chapter 7 case would be the same or less than the value of distributions under the Plan. In particular, proceeds generated in a chapter 7 liquidation are likely to be significantly discounted due to the distressed nature of the sale. Holders of Impaired Claims or Equity Interests will likely receive at least as much or more of a recovery under the Plan because, among other things, the continued operation of LightSquared as a going concern, rather than a chapter 7 liquidation, will allow the realization of more value on account of the assets of LightSquared, including through the Auction. A chapter 7 liquidation also would give rise to additional costs, expenses, and Administrative Claims, including the fees and expenses of a chapter 7 trustee, further reducing Cash available for distribution. In the event of a chapter 7 liquidation, the aggregate amount of General

Unsecured Claims no doubt will increase as a result of rejection of a greater number of LightSquared's Executory Contracts and Unexpired Leases. All of these factors lead to the conclusion that recoveries under the Plan would be greater than the recoveries available in a chapter 7 liquidation.

Accordingly, the Ad Plan Proponents believe that the Plan meets the "best interests" test as set forth in section 1129(a)(7) of the Bankruptcy Code. The Plan Proponents believe that the members of each Class that is Impaired will receive at least as much as they would if LightSquared were liquidated under chapter 7 of the Bankruptcy Code.

B. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires the Bankruptcy Court to find, as a condition to confirmation, that confirmation "is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is contemplated by the plan." Under the Plan, Holders of Allowed Claims will receive cash, new debt, and/or equity, or may receive a share of the Auction Proceeds, to the extent applicable, in accordance with the Plan. Moreover, the Plan Proponents believe that the Reorganized Debtors, as applicable, will have sufficient liquidity to fund obligations as they arise. Specifically, the New LightSquared Working Capital Facility will provide sufficient liquidity to keep the business of the Reorganized Debtors running. Additionally, set forth on Exhibit B are the Projections for the Reorganized Debtors, which analyze the Reorganized Debtors' ability to meet their obligations under the Plan and to maintain sufficient liquidity and capital resources to conduct their businesses. Based upon the Projections (but subject to assumptions made in connection therewith), the Plan Proponents submit that further reorganization or liquidation of the Reorganized Debtors is not likely to be required. Accordingly, the Plan Proponents believe that the Plan satisfies the financial feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

ARTICLE V
PLAN-RELATED RISK FACTORS TO CONFIRMING AND CONSUMMATING PLAN

The following provides a summary of various important considerations and risk factors associated with the Plan; however, it is not exhaustive. **Prior to deciding whether and how to vote on the Plan, Holders of Claims or Equity Interests in a Voting Class should read and consider carefully all of the information in the Plan, the General Disclosure Statement (including the risk factors set forth therein), and the Specific Disclosure Statement (including the risk factors set forth herein), as well as all other information referenced or incorporated by reference into the General Disclosure Statement or the Specific Disclosure Statement.**

Please refer to Article V of the General Disclosure Statement, entitled "**General Risk Factors**" for a description of (a) risk factors affecting LightSquared, including business-related risks, regulatory risks, and legal proceedings, (b) risks that information in the General Disclosure Statement may be inaccurate, and (c) risks related to liquidation under chapter 7 of the Bankruptcy Code.

A. Certain Bankruptcy Law Considerations

1. Parties in Interest May Object To Plan's Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a class of claims or equity interests in a particular class only if such claim or equity interest is substantially similar to the other claims and equity interests in such class. The Plan Proponents believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code, because each Class created by the Plan Proponents contains Claims or Equity Interests that are substantially similar to the other Claims or Equity Interests in each such Class. Furthermore, the Bankruptcy Court has previously ruled in these Chapter 11 Cases that similar classifications were acceptable and complied with section 1122 of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion with respect to the Plan.

2. Plan May Not Receive Requisite Acceptances

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Plan Proponents intend to seek Confirmation of the Plan. If the Plan does not receive the required support from the Voting Classes, the Plan Proponents may elect to amend the Plan.

3. Plan Proponents May Not Be Able To Obtain Confirmation of Plan

The Plan Proponents cannot ensure that it will receive the requisite acceptances to confirm the Plan. Even if the Plan Proponents receive the requisite acceptances, the Plan Proponents cannot ensure that the Bankruptcy Court will confirm the Plan. The Bankruptcy Court may decline to confirm the Plan if it found that any of the statutory requirements for Confirmation had not been met. As discussed in further detail in Article IV of the General Disclosure Statement, section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan and requires, among other things: (a) a finding by a bankruptcy court that the plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes under section 1129(b) of the Bankruptcy Code; (b) that confirmation "is not likely to be followed by a liquidation, or the need for further financial reorganization" under section 1129(a)(11) of the Bankruptcy Code; and (c) the value of distributions to non-accepting Holders of Claims or Equity Interests within an impaired class will not be "less than the amount that such Holder would receive or retain if the debtor were liquidated under chapter 7" of the Bankruptcy Code pursuant to section 1129(a)(7) of the Bankruptcy Code. While the Plan Proponents believes that the Plan complies with section 1129 of the Bankruptcy Code, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

The Plan Proponents, subject to the terms and conditions of the Plan (including the consent rights provided to the relevant parties therein), reserves the right to modify the terms of the Plan as necessary for Confirmation. Any such modification could result in a less favorable treatment of any non-accepting Class or Classes, as well as of any Classes junior to such non-

accepting Classes, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

In addition, the Plan provides that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan, then the Plan shall be withdrawn with respect to all of the Inc. Debtors and shall be a plan only for the LP Debtors. If that occurs, the Plan will not be confirmed with respect to the Inc. Debtors and may only be confirmed with respect to the LP Debtors.

4. Plan Proponents May Not Obtain Recognition from Canadian Court

As a condition precedent to the Effective Date, the Plan requires that the Canadian Court shall have entered the Confirmation Recognition Order and such order shall have become a Final Order. The Plan Proponents believe that such order will be approved and entered by the Canadian Court and become a Final Order for all purposes under the Plan; however, there can be no guarantee as to such outcome.

5. Plan Proponents May Not Be Able To Consummate Plan

Although the Plan Proponents believe that they will be able to consummate the Plan and the Effective Date will occur, there can be no assurance as to timing or the likelihood of the occurrence of the Effective Date. Consummation of the Plan is also subject to certain conditions set forth in the Plan itself. If the Plan is not consummated, it is unclear what distributions to Holders of Allowed Claims or Equity Interests (other than distributions to Holders of Allowed DIP LP Claims and Allowed DIP Inc. Claims, which Allowed Claims shall receive New DIP LP Facility Loans to be issued under the New DIP LP Facility on the Confirmation Date and New DIP Inc. Facility Loans to be issued under the New DIP Inc. Facility on the Confirmation Date, respectively, or, to the extent such Holders object, paid in full, in Cash, on the New DIP Facilities Closing Date) ultimately would receive with respect to their Claims and Equity Interests.

In addition, the Effective Date may not occur, or may be delayed, to the extent one or more parties appeals the entry of the Confirmation Order and an appellate court stays such order.

6. Plan Proponents May Object to Amount or Classification of Claim

Except as otherwise provided in the Plan, each of the Plan Proponents reserves the right to object to the amount or classification of any Claim or Equity Interest. The estimates set forth in the Specific Disclosure Statement cannot be relied on by any Holder of a Claim or Equity Interest where such Claim or Equity Interest is subject to an objection. Any Holder of a Claim or Equity Interest may not receive its specified share of the estimated distributions described in the Specific Disclosure Statement.

7. Contingencies Not To Affect Votes of Impaired Classes To Accept Plan

The distributions available to Holders of Allowed Claims and Equity Interests under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Claims to be subordinated to other Claims and the amount of Auction Proceeds available for distribution to Holders of Allowed Claims and Equity Interests. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Equity Interests under the Plan, however, will not require re-solicitation of the Impaired Classes.

8. Plan Proponents May Not Obtain Harbinger Litigation Determination

The Plan contemplates the Plan Proponents commencing an action (the "Harbinger Litigation Action") seeking a determination by the Bankruptcy Court or other court of competent jurisdiction to stay or otherwise enjoin certain claims and Causes of Action commenced by Harbinger against the GPS Industry and the United States of America (the "Harbinger Litigation Determination"). If the Harbinger Litigation Determination is not obtained, however, the continued prosecution of such claims and Causes of Action by Harbinger may interfere with, or otherwise negatively impact, the License Modification Application or other solution with respect to the Debtors' spectrum rights.

9. Withdrawal of Plan for Inc. Debtors May Result in Litigation Among Debtor Estates

As discussed above, the Plan provides that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan, then the Plan shall be withdrawn with respect to all of the Inc. Debtors. In the event the Plan is not confirmed with respect to the Inc. Debtors, there is a risk that litigation will arise between the Inc. Debtors' Estates and the LP Debtors' Estates and/or their respective stakeholders, including litigation with respect to the allocation of the costs and benefits associated with the Inmarsat Cooperation Agreement between LightSquared LP, SkyTerra (Canada) Inc., on the one hand, and the LightSquared Inc., on the other hand.

B. Factors Affecting LightSquared

LightSquared is exposed to various factors and risks that include, without limitation, the following.

1. Regulatory Risks

a. LightSquared May Not Receive FCC Consents To Emerge From Chapter 11 in Timely Fashion

The effectiveness of the Plan would result in an assignment and/or transfer of control requiring prior FCC consent(s) under the Communications Act and the FCC's implementing rules. Under those rules, any proposed buyer or buyer group must be "qualified" and capable of satisfying requirements established under FCC policies with respect to foreign ownership, character, spectrum aggregation, competition, etc. In connection with any assignment or transfer

of control, other FCC consents also could be required. For example, under the Communications Act and the FCC's implementing rules, a common carrier licensee must petition the FCC for approval of specific foreign ownership in excess of a twenty-five percent (25%) threshold (or twenty percent (20%) in some cases). The filing and grant of such a petition could be required in connection with the Plan to the extent it results in any material change in the indirect foreign ownership of the holder on an FCC authorization. There is no set timetable for the processing of such applications and related filings.

b. LightSquared May Not Receive FCC Consents and Related Relief Necessary To Implement Its Current Business Plan

Although not a condition to the effectiveness of the Plan, the implementation of LightSquared's current business plan, post-Effective Date, is contingent upon LightSquared holding certain spectrum rights in 30 MHz of spectrum in the United States. As described in the General Disclosure Statement, LightSquared's License Modification Application seeks to modify certain of LightSquared's FCC licenses and authorizations so as to secure such access. Nevertheless, LightSquared can provide no assurance that the FCC will grant the requested relief, or without also imposing conditions that would adversely impact LightSquared's operations and/or ability to implement its business plan, post-Effective Date.

Furthermore, the Plan provides that, if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Plan, then the Plan shall be withdrawn with respect to all of the Inc. Debtors and shall be a plan only for the LP Debtors. LightSquared's License Modification Application contemplates the use of spectrum rights held by the Inc. Debtors in conjunction with spectrum rights held by the LP Debtors. If the Inc. Debtors are severed from the Plan, there can be no assurances that LightSquared's current business plan will remain viable.

c. FCC May Protect Spectrum Operations in Manner that May Not Be Compatible with LightSquared's Terrestrial Wireless Service

LightSquared currently is required to provide its terrestrial wireless service without causing "harmful interference" to other spectrum users. LightSquared also currently is required to accept interference into that terrestrial wireless service from certain other spectrum users. It is possible that the FCC could impose restrictions on LightSquared's operations designed to protect spectrum operations in adjacent bands or along border areas that may not be compatible with LightSquared's terrestrial wireless services—regardless of whether such operations currently are legally entitled to interference protection vis-à-vis LightSquared. These requirements and restrictions could hinder the operation or limit the deployment of its 4G LTE terrestrial wireless network, or add additional cost, and may, in certain cases, subject its users to a degradation in service quality. Although LightSquared has agreements with certain spectrum users in neighboring spectrum bands and within LightSquared's authorized spectrum that are intended to ensure compatibility, there can be no assurance that these agreements will be sufficient or that additional instances of incompatibility with other spectrum users will not occur in the future.

d. Transactions Contemplated by Plan May Require Various Other Regulatory Approvals

Various other regulatory approvals, including the expiry of certain statutory waiting periods, may be required to give effect to the transactions contemplated in the Plan, including approvals and/or pre-merger filings under the *Investment Canada Act*, the *Competition Act* (Canada), the *Radiocommunication Act* (Canada), and the *Defence Production Act* (Canada). There is no guarantee that such approvals would be obtained in a timely manner or, possibly, at all. In addition, obtaining these approvals could result in one or more delays in completing the transactions or the imposition of onerous and/or materially disadvantageous terms and conditions.

2. Business-Related Risks

a. LightSquared Will Emerge with Substantial Indebtedness, Which May Adversely Affect Cash Flow, Reduce LightSquared's Ability To Obtain Additional Financing, and Limit LightSquared's Ability To Operate Its Business

LightSquared will emerge from bankruptcy a highly leveraged company as a result of entering into the New LightSquared Loan Facility. LightSquared may incur significant additional indebtedness to finance the deployment of its 4G LTE terrestrial wireless network, fund its operations, and service its outstanding indebtedness. LightSquared's substantial indebtedness could limit its ability to incur additional indebtedness or issue equity, which it would need to fund its 4G LTE terrestrial wireless network deployment and operating expenses until it can launch commercial services and begin generating cash flow from operations. LightSquared's substantial indebtedness also reduces the amount of cash available for capital expenditures, operating expenses, or other corporate purposes by requiring it to dedicate a substantial portion of its available cash to pay interest on its indebtedness.

Although certain of the agreements governing LightSquared's indebtedness place limitations on the amount of indebtedness it may incur, LightSquared may be able to incur substantial amounts of additional indebtedness in the future and, as a result, it may become even more highly leveraged. If LightSquared incurs additional indebtedness, the related risks could intensify.

b. The New LightSquared Loan Facility Contemplated Under Plan May Contain Covenants that May Limit Operating Flexibility, and LightSquared May Incur Additional Future Debt

The New LightSquared Loan Facility contemplated by the Plan may contain covenants that, among other things, restrict LightSquared's ability to take specific actions, including restrictions that may limit LightSquared's ability to engage in actions or transactions that may be in LightSquared's long-term interest. In addition, as described above, LightSquared may incur other indebtedness in the future that may contain financial or other covenants more restrictive than those of the New LightSquared Loan Facility. These covenants may limit LightSquared's ability to, among other things, incur additional indebtedness, create or incur liens, pay dividends,

redeem or prepay indebtedness, make certain investments, engage in mergers or other strategic transactions, sell assets, and engage in transactions with affiliates. These operating restrictions may adversely affect LightSquared's ability to finance future operations or capital needs, engage in transactions with potential strategic partners, respond to changes in its business or the wireless industry by acquiring or disposing of certain assets, or engage in other business activities. LightSquared's ability to comply with any financial covenants may be affected by events beyond LightSquared's control, and there is no assurance that LightSquared will satisfy those requirements.

A breach of any of the restrictive covenants in the agreements governing LightSquared's indebtedness could result in a default, which could allow LightSquared's lenders to declare all outstanding borrowings, together with accrued interest and other fees, to be immediately due and payable, enforce their security interest, or require LightSquared to apply all available cash to repay these borrowings. If LightSquared is unable to repay outstanding borrowings when due, its lenders may have the right to proceed against the collateral granted to them to secure the debt owed to them.

c. LightSquared May Not Be Successful in Implementing Its Current Business Plan, and Such Failure Would Have a Material Effect on LightSquared's Financial Condition and Ability To Generate Revenues From Operations and Realize Earnings

LightSquared's current business plan contemplates building a nationwide 4G LTE terrestrial wireless network that incorporates satellite coverage throughout North America. There are significant risks and uncertainties associated with the deployment of LightSquared's 4G LTE terrestrial wireless network and the execution of LightSquared's business plan, and, as a result, LightSquared is unable to predict the extent of its future losses or when it will become profitable, if at all. If LightSquared proceeds with its current business plan but is unable to deploy its network on a timely basis, or if it fails to successfully sell wholesale capacity on its network, its business, prospects, financial condition, and results of operations could be materially adversely affected, and LightSquared could be unable to continue operations.

d. LightSquared May Be Unable To Deploy Its Terrestrial Wireless Network in Appropriate Timeframe and at Appropriate Cost, Which Would Have Material Effect on Its Financial Condition and Ability To Generate Revenues from Operations and To Realize Earnings

LightSquared is at an early stage of deploying its 4G LTE terrestrial wireless network and might not be able to execute its deployment plan in accordance with its currently contemplated timing, budget, or nationwide coverage, if at all. If LightSquared elects to pursue its current business plan, deployment delays could cause LightSquared to delay the launch of its commercial service in certain markets, which will negatively impact LightSquared's ability to generate revenues and could jeopardize its ability to maintain certain of its licenses. Failure to complete the nationwide 4G LTE terrestrial wireless network on a timely basis could also discourage potential wholesale customers from using LightSquared's wireless services or negatively impact such customers' ability to provide retail service offerings that are competitive

with wireless operators, such as Verizon Communications Inc., AT&T Inc., or Clearwire Corporation, which could have more fully deployed nationwide 4G networks.

Service limitations during the network deployment phase could impact the marketability of LightSquared's service. While LightSquared expects to be able to provide coverage during its network deployment pursuant to 3G roaming arrangements with wireless carriers, as well as via its integrated next generation satellite network, the quality of the wireless services that it will be able to provide may not meet consumer expectations and may not compare favorably with the 4G services provided by other operators. Wireless services provided by LightSquared's roaming partners' 3G networks and its next generation satellite network will likely offer lower speeds and performance relative to other 4G terrestrial services. Furthermore, when services are provided via LightSquared's satellite network, availability of such services will be limited to outdoor use in areas with line of sight to a satellite and will experience latency delays. These service limitations could negatively impact the experience of consumers using LightSquared's network and damage the reputation of its network quality and reliability.

If commercial service is not launched during LightSquared's network deployment, LightSquared may fail to generate sufficient revenue to continue operating its business. Deployment delays, budget overruns, or failure to fully deploy LightSquared's network nationwide could materially impair LightSquared's ability to generate cash flow from operations and could materially adversely affect its business, prospects, financial condition, and results of operations.

e. LightSquared Faces Significant Competition from Companies that Are Larger and/or Have Greater Resources

LightSquared faces significant competition both from companies that are larger and/or have greater resources and from companies that may introduce new technologies. While LightSquared had planned to be one of the first companies to offer integrated satellite and ATC-based terrestrial services, due to delays, the Plan Proponents expect that parts of LightSquared's business will face competition from many well-established and well-financed competitors, including existing cellular and personal communications service operators who have large established customer bases and may be able to roll out their businesses ahead of LightSquared. Many of these competitors have substantially greater access to capital and have significantly more operating experience than LightSquared. Further, due to their larger size, many of these competitors enjoy economies of scale benefits that are not available to LightSquared.

LightSquared may also face competition from other MSS operators planning to offer MSS/ATC services. In addition, the FCC or Industry Canada could make additional wireless spectrum available to new or existing competitors.

LightSquared may also face competition from the entry of new competitors or from companies with new technologies, and LightSquared cannot predict the impact that this would have on any business plan it employs or the future results of operations.

f. Device Manufacturers May Not Make Their Products Compatible with LightSquared's 4G LTE Terrestrial Wireless Network

Devices operating on LightSquared's 4G LTE terrestrial wireless network would be required to incorporate chipsets that are compatible with LightSquared's 4G LTE terrestrial wireless network. Qualcomm's standard LTE chipset platforms are capable of the L-band spectrum support required to operate on LightSquared's terrestrial wireless network, and LightSquared may promote additional chipset development in order to develop additional sources of compatible chipsets. However, there can be no assurance that device manufacturers will select compatible chipsets in a sufficient number of popular wireless devices. If manufacturers of commercially popular devices, such as smartphones or tablet computers, do not incorporate compatible chipsets in their products, LightSquared will not be able to offer retail wireless services using capacity on its 4G LTE terrestrial wireless network to connect such devices, which could render LightSquared's service offering less attractive or require LightSquared to deploy alternative technologies.

g. LightSquared's Success Depends Upon Key Management Personnel, and LightSquared's Limited Liquidi ty and Related Business Risks May Make It Difficult To Reta in Key Managers and, If Necess ary, Attract New Managers

LightSquared's future success may depend upon the knowledge, ability, experience, and reputation of its personnel. The loss of key personnel and the inability to recruit and retain qualified individuals could adversely affect LightSquared's ability to implement its business strategy and to operate its businesses.

h. Adverse Conditions in U.S. and Global Economies C ould Impact LightSquared's Results of Operations

Unfavorable general economic conditions, such as a recession or economic slowdown in the United States, could negatively affect the affordability of, and demand for, 4G LTE terrestrial wireless products and services. In difficult economic conditions, consumers may seek to reduce discretionary spending by electing to use fewer higher margin services or obtaining products and services under lower-cost programs offered by other companies. Similarly, under these conditions, the wholesale customers that LightSquared intends to serve may delay strategic decisions, including the rollout of new retail service offerings. Should these current economic conditions worsen, LightSquared likely would experience a decrease in revenues, which could have a material adverse effect on its results of operations.

3. Risks Related to New LightSquared Common Equity and the Auction

There is currently no existing trading market for the New LightSquared Common Equity. The Auction contemplated by the Plan, therefore, may not produce a Successful Purchaser. Accordingly, Holders of Allowed Claims and Equity Interest entitled only to receive Excess Auction Proceeds under the Plan may not receive any recovery, and Holders of Allowed Claims who receive New LightSquared Common Equity pursuant to the Plan may not be able to sell such securities at desired times and prices or at all.

Furthermore, the Plan does not currently contemplate applying for listing of the New LightSquared Common Equity on any securities exchange or for quotation of such securities on any automated dealer quotation system. An active public trading market may not develop for the New LightSquared Common Equity and, even if one develops, such public trading market may not be maintained. If an active public trading market for the New LightSquared Common Equity does not develop or is not maintained, the market price and liquidity of such securities are likely to be adversely affected, and holders may not be able to sell such securities at desired times and prices or at all.

The liquidity of the trading market, if any, and future trading prices of the New LightSquared Common Equity will depend on, and may be adversely affected by, unfavorable changes in many factors, including, without limitation:

- Prevailing interest rates;
- LightSquared's businesses, financial condition, results of operations, prospects, and credit quality;
- The market for similar securities and the overall securities market; and
- General economic and financial market conditions.

Many of these factors are beyond LightSquared's and the Ad Hoc LP Secured Group's control. Historically, the market for equity securities has been volatile. Market volatility could materially and adversely affect the New LightSquared Common Equity, regardless of LightSquared's businesses, financial condition, results of operations, prospects, or credit quality.

The New LightSquared Common Equity has not been registered under the Securities Act, which could affect the liquidity and price of the New LightSquared Common Equity. The New LightSquared Common Equity may be transferred by holders of such interests to the extent that there is an available exemption from the registration requirements of the Securities Act. This could substantially adversely impact both the liquidity and the share price of the New LightSquared Common Equity.

C. Litigation Risks

To the extent that distributions available to Holders of Allowed Claims or Equity Interests under the Plan may be affected, in whole or in part, from recoveries from Causes of Action asserted by LightSquared or the Reorganized Debtors, including, without limitation, the Prepetition Inc. Facility Actions, there can be no assurance as to the outcome of such Causes of Action and the effect on distributions to be made to Holders of Allowed Claims or Equity Interests under the Plan. Additionally, there may be significant delays before any resolution of such Causes of Action and, therefore, any distributions made on account of such Causes of Action may not occur until much later in time.

D. Certain Tax Matters

For a discussion of certain United States federal income tax consequences of the Plan to certain Holders of Claims or Equity Interests and to the Reorganized Debtors, see Article VII hereof, entitled "**Certain United States Federal Income Tax Consequences**."

This statement does not address the Canadian federal income tax considerations of the Plan (if any) to the Holders of Claims and Equity Interests. Holders to whom the Canadian federal income tax rules may be relevant should consult their own tax advisors.

ARTICLE VI
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a discussion of certain United States federal income tax consequences of the Plan to LightSquared and certain Holders of Claims and Holders of Equity Interests that receive consideration from the Debtors pursuant to the Plan. This discussion does not address the United States federal income tax consequences to Holders of Claims or Holders of Equity Interests who are Unimpaired or Holders who are not entitled to vote because they are deemed to reject the Plan, and, except as specifically provided below, does not apply with respect to DIP Claims. Further, this discussion does not address the Canadian federal or provincial income or transactional tax considerations of the Plan (if any) to the Holders of Claims and Equity Interests. Holders to whom Canadian tax rules may be relevant should consult their own tax advisors.

ALL HOLDERS OF CLAIMS AND HOLDERS OF EQUITY INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE UNITED STATES FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

This discussion is based on the Internal Revenue Code of 1986 (as amended, the "Tax Code"), Treasury Regulations thereunder, and administrative and judicial interpretations and practice, all as in effect on the date of this Specific Disclosure Statement and all of which are subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty exists with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and LightSquared does not intend to seek a ruling from the Internal Revenue Service (the "IRS") as to any of the tax consequences of the Plan, including those items discussed below. The characterization of the Plan set forth in this discussion will not be binding on the IRS or the U.S. courts. Therefore, there can be no assurance that the IRS will not challenge one or more of the tax consequences of the Plan or that such characterization will be sustained by a U.S. court if so challenged. Except as otherwise specifically provided, this discussion applies solely to Holders that are U.S. Holders (defined below), and does not apply to Holders of Claims or Holders of Equity Interests that are otherwise subject to special treatment under United States federal income tax law (including, without limitation, banks, governmental authorities or agencies, financial institutions, insurance companies, pass-through entities, tax-exempt organizations, brokers and dealers in securities, mutual funds, small business investment companies, regulated investment companies, partnerships, or other pass-through entities (and partners or members in

such entities)). The following discussion assumes that Holders of Claims and Holders of Equity Interests hold such Claims and Equity Interests as "capital assets" within the meaning of section 1221 of the Tax Code. Moreover, this discussion does not purport to cover all aspects of United States federal income taxation that may apply to LightSquared and Holders of Claims or Holders of Equity Interests based upon their particular circumstances. Additionally, this discussion does not discuss any tax consequences that may arise under any laws other than United States federal income tax law, including under state, local, or foreign tax law and does not address the United States "Medicare" tax on certain net investment income.

For purposes of the following discussion, the New LightSquared Term Loans are assumed to be debt for United States federal income tax purposes. The treatment of the Plan, particularly to persons that receive New LightSquared Term Loans, may be materially different if the New LightSquared Term Loans are not treated as debt. Additionally, for purposes of this discussion, Auction Proceeds are assumed to be exclusively Cash (as contemplated by the Plan and Auction Procedures), and there is no discussion regarding the consequences of receiving Auction Proceeds other than Cash. Finally, other than as specifically provided, this discussion assumes that Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to accept the Plan and, therefore, the Plan is not withdrawn with respect to the Inc. Debtors. If the Plan were withdrawn with respect to the Inc. Debtors as described in Article IV.U of the Plan, the United States federal income tax consequences of the Plan may be materially different for the Inc. Debtors and Holders of Claims against the Inc. Debtors, or Holders of Equity Interests in LightSquared Inc. For example, if the Plan is withdrawn with respect to the Inc. Debtors, New LightSquared would not succeed to the Group NOLs. Instead, those NOLs would remain with the Inc. Debtors.

THE FOLLOWING DISCUSSION OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE SPECIFIC CIRCUMSTANCES OF A HOLDER OF A CLAIM OR A HOLDER OF AN EQUITY INTEREST. ALL HOLDERS OF CLAIMS AND ALL HOLDERS OF EQUITY INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

A. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF PLAN TO LIGHTSQUARED

For United States federal income tax purposes, LightSquared Inc. is the parent of an affiliated group of corporations that files a consolidated federal income tax return. Through December 31, 2012, this group has reported that it incurred United States federal tax net operating loss carryforwards ("NOLs") of approximately $2.3 billion, and it expects that additional NOLs were generated in 2013 (such NOLs of the consolidated group of which LightSquared Inc. is the parent, the "Group NOLs"). Some small portion of these Group NOLs may be subject to existing limitations.

1. U.S. Federal Income Tax Consequences of Plan to LightSquared Inc.

It is anticipated that New LightSquared will be treated as a corporation for U.S. federal income tax purposes and the remainder of this discussion assumes that is the case. If New LightSquared is not treated as a corporation for U.S. federal income tax purposes, the tax consequences of the Plan to the Debtors and Holders of Claims may be materially different than described herein. Depending on the amount and type of consideration received by Holders pursuant to the Plan, the contribution of the assets of LightSquared Inc. to New LightSquared (the "LightSquared Inc. Reorganization") may qualify as a reorganization within the meaning of Section 368(a) of the Tax Code (a "Reorganization"). If such transaction qualifies as a Reorganization, all or a portion of the Group NOLs generally would carry over to New LightSquared, subject to reductions with respect to cancellation of indebtedness, as discussed below. The usage of such NOLs also could be limited by the change in ownership limitation discussed below. If, however, such transaction does not qualify as a Reorganization within the meaning of Section 368(a) of the Tax Code, the Group NOLs would not carry over to New LightSquared and would likely be lost when LightSquared Inc. liquidates.

Implementation of the Plan through a Reorganization may, and receipt of Auction Proceeds following a successful sale will likely, give rise to currently taxable income or gain for LightSquared Inc. and other entities in the group. As noted above, the LightSquared Inc. consolidated U.S. federal income tax group has significant NOLs, all or a portion of which may be used to offset all or a portion of any gain recognized in connection with the implementation of the Plan. Depending on the amount of taxable income or gain, NOLs may not be sufficient to offset U.S. federal taxable income, and even if there are sufficient NOLs to offset all income or gain recognized as a result of the consummation of the Plan, alternative minimum tax may be payable as described below. In addition, state and local income taxes may arise as a result of implementation of the Plan.

In general, an alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income ("AMTI") at a 20% rate to the extent such tax exceeds the corporation's regular U.S. federal income tax for the year. AMTI is generally equal to regular taxable income with certain adjustments. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated. For example, only 90% of a corporation's AMTI generally may be offset by available NOLs. The effect of this rule could cause LightSquared Inc. and the other corporate members of the LightSquared Inc. consolidated U.S. federal income tax group to be liable for U.S. federal income taxes in connection with gain, if any, arising in connection with the transactions contemplated by the Plan, even if there are Group NOLs in excess of the amount of any such gain.

2. Cancellation of Debt and Reduction of Tax Attributes to LightSquared

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (i) the amount of cash paid, (ii) the issue price of any new indebtedness issued in satisfaction of such existing indebtedness and the fair market value of any other consideration given in satisfaction of such

indebtedness at the time of the exchange. A corporate debtor will not, however, be required to include any amount of COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. In the case of a debtor that is a partnership, partners of such partnership will not be required to include any amount of COD Income of the partnership in gross income if such partner is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor (or its partners) must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the Tax Code. In general, tax attributes will be reduced in the following order: (w) NOLs; (x) most tax credits and capital loss carryovers; (y) tax basis in assets; and (z) foreign tax credits. A debtor (or partner) with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code.

Under the Plan, LightSquared will satisfy most of the Claims for Cash, debt obligations, and equity interests of New LightSquared. Whether LightSquared Inc. and its corporate subsidiaries will recognize COD Income will depend, in part, on the amount that they are considered to owe on the Claims against them for U.S. federal income tax purposes and the amount of Cash, the value of the equity interests and the issue price of the debt obligations transferred in exchange for the Claims, in each case as of the New DIP Closing Date or the Effective Date, as relevant. To the extent LightSquared Inc. or its subsidiaries that are taxed as corporations recognize (or are treated as recognizing through LightSquared LP) COD Income, such income will reduce tax attributes, including NOLs (if any), that may remain available to New LightSquared and its reorganized subsidiaries.

3. Potential Limitations on NOLs and Other Tax Attributes

Following the Effective Date, the NOLs and certain other tax attributes of LightSquared that remain and are allocable to periods prior to the Effective Date (collectively, "pre-change losses") may be subject to limitation under section 382 of the Tax Code. Any section 382 limitations apply in addition to, and not in lieu of, the use of attributes or the attribute reduction that results from COD Income, if any, arising in connection with the Plan.

In general under section 382, if a corporation undergoes an "ownership change" the amount of its pre-change losses that may be utilized to offset future taxable income is subject to an annual limitation. The transactions contemplated by the Plan are likely to constitute an "ownership change" with respect to the Group NOLs and other tax attributes.

For a corporation in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the amount of the annual limitation on the usage of pre-change losses is equal to the product of (i) the fair market value of the stock of the corporation immediately after the ownership change after giving effect to the discharge of creditors' claims, but subject to certain adjustments, multiplied by (ii) the "long term tax exempt rate" in effect for the month in which the ownership change occurs (e.g., 3.14% for ownership changes occurring in August, 2014). For purposes of this calculation, in no event, can the corporation's stock value exceed the pre-change gross value of the corporation's assets. As discussed below, this annual

limitation often may be increased in the event the corporation has an overall "built-in gain" in its assets at the time of the ownership change.

Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. However, if the corporation does not continue its historic business or use a significant portion of its historic assets in a new business for at least two (2) years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero (0), thereby precluding any utilization of the corporation's pre-change losses, absent any increases due to recognized built-in gains discussed below. Generally, NOLs expire twenty (20) years after the year in which they arose.

Section 382 of the Tax Code adjusts, in certain cases, for built-in gain or loss. If the loss corporation has a net unrealized built-in gain at the time of an ownership change, any built-in gains recognized (or, according to an IRS notice, treated as recognized) during the following five (5) years (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year recognized, such that the loss corporation would be permitted to use its pre-change losses against such built-in gain income in addition to its regular annual allowance. Corresponding rules may reduce the corporation's ability to use losses if it has a built-in loss in its assets. In general, a loss corporation's (or consolidated group's) net unrealized built-in gain or loss will be deemed to be zero unless the amount is greater than the lesser of (i) $10 million or (ii) 15% of the fair market value of its assets (with certain adjustments) before the ownership change. The Debtors expect that they have a substantial net unrealized built-in gain in their assets.

B. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF CLAIMS AND HOLDERS OF EQUITY INTERESTS UNDER PLAN

As used in this section of the Disclosure Statement, the term "U.S. Holder" means a beneficial owner of Claims or Equity Interests that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holds Claims or Equity Interests, the tax treatment of a partner generally will depend upon the

status of the partner and the activities of the partnership. If you are a partner in a partnership holding any of such instruments, you should consult your own tax advisor. Where gain or loss is recognized by a Holder of a Claim or a Holder of an Equity Interest, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder and how long the Claim or Equity Interest has been held.

1. Consequences to Holders of Claims

a. Holders of Prepetition LP Facility Non-SPSO Claims

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility Non-SPSO Claim, on the Effective Date, and except to the extent that a Holder of an Allowed Prepetition LP Facility Non-SPSO Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility Non-SPSO Claim shall receive its Pro Rata share of (i) $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche A Term Loans, and (ii) 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class A Common Equity; provided, however, that if Class 5B votes to reject the Plan, the amount of the New LightSquared Term Loans issued pursuant to Article III.B.5(c) of the Plan shall be increased to $1.2 billion. A Holder's Pro Rata share in Article III.B.5(c) of the Plan shall be the proportion that a Holder's Allowed Prepetition LP Facility Non-SPSO Claim bears to the aggregate amount of all (A) Allowed Prepetition LP Facility Non-SPSO Claims, plus (B) Allowed Prepetition LP Facility SPSO Claims if Class 5B votes to accept the Plan, plus (C) Allowed Prepetition Inc. Facility Non-Subordinated Claims if Class 6 votes to accept the Plan.

The U.S. federal income tax consequences of the Plan for the U.S. Holders of Prepetition LP Facility Non-SPSO Claims are not certain.

The Plan may be a taxable transaction for the U.S. Holders of Prepetition LP Facility Non-SPSO Claims, in which case a Holder of an Allowed Prepetition LP Facility Non-SPSO Claim is likely to have gain or loss equal to the difference between such Holder's basis in its Allowed Prepetition LP Facility Non-SPSO Claim and the sum of the amount of any Cash, the issue price of the New LightSquared Term Loans and the fair market value of the New LightSquared Common Equity it receives pursuant to the Plan. A U.S. Holder's tax basis in the New LightSquared Term Loans should equal the issue price of the New LightSquared Term Loans and the U.S. Holder's holding period for the New LightSquared Term Loans should begin on the day following the Effective Date. A U.S. Holder's tax basis in the New LightSquared Common Equity, if applicable, should equal the fair market value of the New LightSquared Common Equity on the Effective Date and the U.S. Holder's holding period for the New LightSquared Common Equity should begin on the day following the Effective Date.

U.S. Holders of Prepetition LP Facility Non-SPSO Claims should discuss with their tax advisors potential alternative U.S. federal income tax treatment of the Plan, including the possibility that the Plan is partially tax-free to them and the U.S. federal income tax consequences of such treatment.

Where gain or loss is recognized by such U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including, but not limited to, the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held, whether the claim was acquired at a market discount, and whether and to what extent the Holder previously had claimed a bad debt deduction. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of Allowed Prepetition LP Facility Non-SPSO Claims held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

b. Holders of Prepetition LP Facility SPSO Claims and Prepetition LP Facility SPSO Subordinated Claims

(i) Class 5B Votes to Accept the Plan

In the event that Class 5B votes to accept the Plan, then pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility SPSO Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition LP Facility SPSO Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility SPSO Claim shall receive: (A) Cash in the amount of the SPSO Fee Claims incurred between the Confirmation Date and the Effective Date, (B) its Pro Rata share of $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche B Term Loans, and (C) its Pro Rata share of 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class B Common Equity. A Holder's Pro Rata share in Article III.B.6(c)(i) of the Plan shall be the proportion that a Holder's Allowed Prepetition LP Facility SPSO Claim bears to the aggregate amount of all (x) Allowed Prepetition LP Facility SPSO Claims, plus (y) Allowed Prepetition LP Facility Non-SPSO Claims, plus (z) Allowed Prepetition Inc. Facility Non-Subordinated Claims if Class 6 votes to accept the Plan.

In the event that Class 5B votes to accept the Plan, the U.S. federal income tax consequences of the Plan for the U.S. Holders of Prepetition LP Facility SPSO Claims are not certain.

The Plan may be a taxable transaction for the U.S. Holders of Prepetition LP Facility SPSO Claims, in which case a Holder of an Allowed Prepetition LP Facility SPSO Claim is likely to have gain or loss equal to the difference between such Holder's combined basis in their Allowed Prepetition LP Facility SPSO Claim and Prepetition LP Facility SPSO Subordinated Claim and the sum of the amount of any Cash, the issue price of the New LightSquared Term Loans and the fair market value of the New LightSquared Common Equity they receive pursuant to the Plan. A U.S. Holder's tax basis in the New LightSquared Term Loans should equal the issue price of the New LightSquared Term Loans and the U.S. Holder's holding period for the New LightSquared Term Loans should begin on the day following the Effective Date. A U.S. Holder's tax basis in the New LightSquared Common Equity, if applicable, should equal the fair market value of the New LightSquared Common Equity on the Effective Date and the U.S.

Holder's holding period for the New LightSquared Common Equity should begin on the day following the Effective Date.

U.S. Holders of Prepetition LP Facility SPSO Claims should discuss with their tax advisors potential alternative U.S. federal income tax treatment of the Plan, including the possibility that the Plan is partially tax-free to them and the U.S. federal income tax consequences of such treatment.

Where gain or loss is recognized by such Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including, but not limited to, the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held, whether the claim was acquired at a market discount, and whether and to what extent the Holder previously had claimed a bad debt deduction. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of Allowed Prepetition LP Facility SPSO Claims held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

(ii) Class 5B Votes to Reject the Plan

In the event that Class 5B votes to reject the Plan, then pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Prepetition LP Facility SPSO Claim treated as an Allowed Prepetition LP Facility SPSO Claim and an Allowed Prepetition LP Facility SPSO Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition LP Facility SPSO Claim agrees to less favorable treatment, each Holder of a Prepetition LP Facility SPSO Claim treated as, in part, an Allowed Prepetition LP Facility SPSO Claim and an Allowed Prepetition LP Facility SPSO Subordinated Claim shall receive (A) in respect of the portion of the Claim treated as an Allowed Prepetition LP Facility SPSO Claim, New LightSquared Tranche B Term Loans issued under the New LightSquared Term Loan Facility in an amount equal to its Allowed Prepetition LP Facility SPSO Claim, and (B) in respect of the portion of the Claim treated as an Allowed Prepetition LP Facility SPSO Subordinated Claim, its Pro Rata share of (i) Excess LP Auction Proceeds, if any, and (ii) on account of any Allowed Prepetition LP Facility SPSO Subordinated Guarantee Claims, Excess Inc. Auction Proceeds, if any, as provided in Article IV.C of the Plan.

A U.S. Holder of a Prepetition LP Facility SPSO Claim treated as an Allowed Prepetition LP Facility SPSO Claim and an Allowed Prepetition LP Facility SPSO Subordinated Claim generally should recognize gain or loss in an amount equal to the difference, if any, between (A) the sum of (i) the issue price of the New LightSquared Term Loans received pursuant to the Plan (or the amount of Cash from Auction Proceeds received in lieu thereof) and (ii) the amount of Cash received by such Holder with respect to its share of Excess LP Auction Proceeds and Excess Inc. Auction Proceeds, if any, and (B) the sum of such Holder's adjusted tax basis in its Claim.

Where gain or loss is recognized by such Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a

number of factors, including, but not limited to, the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held, whether the claim was acquired at a market discount, and whether and to what extent the Holder previously had claimed a bad debt deduction. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of a Prepetition LP Facility SPSO Claim treated as an Allowed Prepetition LP Facility SPSO Claim and an Allowed Prepetition LP Facility SPSO Subordinated Claim held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

c. Holders of Prepetition Inc. Facility Non-Subordinated Claims

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Non-Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim shall receive (i) Cash in the amount of the MAST Fee Claims, (ii) its Pro Rata share of $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche A Term Loans, and (iii) its Pro Rata share 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class A Common Equity; provided, however, that if Class 5B votes to reject the Plan, the amount of the New LightSquared Term Loans issued pursuant to Article III.B.8(c) of the Plan shall be increased to $1.2 billion. A Holder's Pro Rata share in Article III.B.8(c) of the Plan shall be the proportion that a Holder's Allowed Prepetition Inc. Facility Non-Subordinated Claim bears to the aggregate amount of all (A) Allowed Prepetition Inc. Facility Non-Subordinated Claims, plus (B) Allowed Prepetition LP Facility Non-SPSO Claims, plus (C) Allowed Prepetition LP Facility SPSO Claims if Class 5B votes to accept the Plan.

The tax consequences to the U.S. Holders will depend on whether the Plan is treated as a Reorganization for U.S. federal income tax purposes, which determination will be based, in part, on whether a Prepetition Inc. Facility Non-Subordinated Claim is a "Security." There is no precise definition of what constitutes a Security, and all facts and circumstances pertaining to the origin and character of a claim are relevant in determining whether or not it is a Security. Courts have held that a corporate debt instrument with an original maturity of ten years or more generally will be considered a Security, while an instrument with an original maturity of less than five years generally will not be considered a Security. Additional relevant factors for purposes of making this determination may include: (i) whether the instrument is secured; (ii) the degree of subordination of the instrument; (iii) the ratio of debt to equity of the issuer; (iv) the negotiability of the instruments; (v) the creditworthiness of the obligor; (vi) the right to vote or otherwise participate in the management of the obligor; (vii) the convertibility of the instrument into an equity interest of the obligor; (viii) whether payments of interest are fixed, variable, or contingent; and (ix) whether such payments are made on a current basis or are accrued.

If a U.S. Holder's Allowed Prepetition LP Facility Non-SPSO Claim qualifies as a Security for U.S. federal income tax purposes and the LightSquared Inc. Reorganization qualifies

as a Reorganization for U.S. federal income tax purposes, then the LightSquared Inc. Reorganization generally would result in the following U.S. federal income tax consequences to U.S. Holders of Allowed Prepetition Inc. Facility Non-Subordinated Claims: (1) no gain or loss would be recognized by such a U.S. Holder with respect to the U.S. Holder's Allowed Prepetition Inc. Facility Non-Subordinated Claim surrendered pursuant to the Plan, except that such a U.S. Holder would recognize gain, if any, up to the amount of the sum of any Cash received and the value of the New LightSquared Term Loan received pursuant to the Plan (assuming the New LightSquared Term Loan is not treated as a Security); (2) the aggregate tax basis of the New LightSquared Common Equity received in the LightSquared Inc. Reorganization would be the same as the aggregate tax basis of the U.S. Holder's Allowed Prepetition Inc. Facility Non-Subordinated Claims surrendered in exchange for the New LightSquared Common Equity Interest, decreased by the amount of cash and the value of the New LightSquared Term Loan received pursuant to the Plan and increased by any gain recognized in connection with the LightSquared Inc. Reorganization; and (3) the U.S. Holder's holding period of the New LightSquared Common Equity received generally would include the holding period of the Allowed Prepetition Inc. Facility Non-Subordinated Claims surrendered in exchange therefor.

If the LightSquared Inc. Reorganization does not qualify as a Reorganization for U.S. federal income tax purposes or if the Allowed Prepetition Inc. Facility Non-Subordinated Claims do not qualify as Securities for U.S. federal income tax purposes, a U.S. Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim generally should recognize gain or loss in an amount equal to the difference, if any, between the sum of any Cash, the issue price of any New LightSquared Tranche A Term Loans and the fair market value of any New LightSquared Common Equity received by such Holder and such Holder's adjusted tax basis in its Allowed Prepetition Inc. Facility Non-Subordinated Claim. The U.S. Holder's will have an initial tax basis with respect to the New LightSquared Tranche A Term Loans equal to their issue price and an initial tax basis with respect to its New LightSquared Common Equity equal to the fair market value of such interests at the Effective Date.

Where gain or loss is recognized by such Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including, but not limited to, the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held, whether the claim was acquired at a market discount, and whether and to what extent the Holder previously had claimed a bad debt deduction. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of Allowed Prepetition Inc. Facility Non-Subordinated Claim held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

d. Holders of Prepetition Inc. Facility Subordinated Claims

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Prepetition Inc. Facility Subordinated Claim agrees to less favorable treatment, each

Holder of an Allowed Prepetition Inc. Facility Subordinated Claim shall receive its Pro Rata share of Excess Inc. Auction Proceeds, if any, as provided in Article IV.C of the Plan.

A U.S. Holder of an Allowed Prepetition Inc. Facility Subordinated Claim generally should recognize gain or loss in an amount equal to the difference, if any, between the amount of Cash received by such Holder with respect to its share of Excess Inc. Auction Proceeds, if any, and such Holder's adjusted tax basis in its Allowed Prepetition Inc. Facility Subordinated Claim. If a Holder does not receive any Excess Inc. Auction Proceeds with respect to its Allowed Prepetition Inc. Facility Subordinated Claim, such Holder generally will recognize a loss in an amount equal to such Holder's adjusted tax basis, if any, in such Allowed Prepetition Inc. Facility Subordinated Claim. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of Allowed Prepetition Inc. Facility Subordinated Claims held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

e. Holders of LP General Unsecured Claims

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed LP General Unsecured Claim shall receive Plan Consideration in the form of Cash in an amount equal to the principal amount of such Allowed LP General Unsecured Claim.

A U.S. Holder of an Allowed LP General Unsecured Claim generally will recognize gain or loss in an amount equal to the difference, if any, between the amount of Cash received by such Holder in connection with the Plan and such Holder's adjusted tax basis in its Allowed LP General Unsecured Claim. Where gain or loss is recognized by such Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held, whether the claim was acquired at a market discount, and whether and to what extent the holder previously had claimed a bad debt deduction or worthless securities deduction. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of an Allowed LP General Unsecured Claim held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

f. Holders of Inc. Convenience Claims

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Convenience Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Inc. Convenience Claim shall receive Plan Consideration in the form of Cash in an amount equal to the principal amount of such Allowed Inc. Convenience Claim.

A U.S. Holder of an Allowed Inc. Convenience Claim generally will recognize gain or loss in an amount equal to the difference, if any, between the amount of Cash received by such Holder in connection with the Plan and such Holder's adjusted tax basis in its Allowed Inc. Convenience Claim. Where gain or loss is recognized by such Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held, whether the claim was acquired at a market discount, and whether and to what extent the Holder previously had claimed a bad debt deduction or worthless securities deduction. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of Allowed Inc. Convenience Claim held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

g. Holders of Inc. General Unsecured Claims

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed Inc. General Unsecured Claim shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C of the Plan.

A U.S. Holder of an Allowed Inc. General Unsecured Claim generally will recognize gain or loss in an amount equal to the difference, if any, between the amount of Cash received by such Holder with respect to its share of Excess Inc. Auction Proceeds, if any, and such Holder's adjusted tax basis in its Allowed Inc. General Unsecured Claim. If a Holder does not receive any Excess Inc. Auction Proceeds with respect to its Allowed Inc. General Unsecured Claim, such Holder generally will recognize a loss in an amount equal to such Holder's adjusted tax basis, if any, in such Allowed Inc. General Unsecured Claim. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition in connection with the Plan of Allowed Inc. General Unsecured Claims held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

h. Issue Price

The issue price of a debt instrument will depend on whether it or property for which it is exchanged is considered to be "traded on an established market." In general, a debt instrument will be treated as traded on an established market if, at any time during the thirty-one (31)-day

period ending fifteen (15) days after the issue date, (i) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (ii) a "firm" price quote for the debt instrument is available from at least one broker, dealer, or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (iii) there are one or more "indicative" quotes available from at least one broker, dealer, or pricing service for property. If a debt instrument (or property for which it is exchanged) is traded on an established market, the issue price of the debt instrument is generally its fair market value (or the fair market value of the property for which it was issued) as of the date of the exchange. If a debt instrument (and property for which it is exchanged) is not traded on an established market, its issue price is generally its stated principal amount.

i. Accrued but Untaxed Interest

A portion of the consideration received by a Holder of Claims may be attributable to accrued but unpaid interest on such Claims. Any amounts treated as received for accrued interest should be taxable to that Holder as interest income if such accrued interest has not been previously included in the Holder's gross income for United States federal income tax purposes. If the fair value of the consideration received by a Holder of Claims is not sufficient to fully satisfy all principal and interest on such Claims, the extent to which the consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to a Holder of Claims will be allocated first to the principal amount of the Holder's Claims, with any excess allocated to accrued but unpaid interest, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan is binding for United States federal income tax purposes. The IRS could take the position, however, that the consideration received by the Holder should be allocated in some way other than as provided in the Plan. A Holder of an Allowed Claim should generally recognize a deductible loss to the extent the Holder previously included accrued interest in its gross income and such interest is not paid in full. A Holder of Claims that receives property other than cash in satisfaction of accrued interest should generally have a tax basis in such property that equals the fair market value of the property on the New DIP Closing Date or Effective Date, as relevant, and the Holder's holding period for such property should begin on the day following the New DIP Closing Date or Effective Date, as relevant. Holders of Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

j. Market Discount

Holders of Claims may be affected by the "market discount" provisions of sections 1276 through 1278 of the Tax Code. Under these provisions, some or all of the gain recognized by a Holder may be treated as ordinary income (instead of capital gain), to the extent of the amount of accrued "market discount" on such Claims.

In general, a debt obligation with a fixed maturity of more than one (1) year that is acquired by a Holder on the secondary market (or, in certain circumstances, upon original

issuance) is considered to be acquired with "market discount" as to that Holder if the debt obligation's stated redemption price at maturity (or revised issue price as defined in section 1278 of the Tax Code, in the case of a debt obligation issued with original issue discount) exceeds the tax basis of the debt obligation in the Holder's hands immediately after its acquisition. However, a debt obligation is not a "market discount bond" if the excess is less than a statutory *de minimis* amount (equal to 0.25% of the debt obligation's stated redemption price at maturity, or revised issue price in the case of a debt obligation issued with original issue discount, multiplied by the number of complete years remaining until maturity at the time of the acquisition).

Any gain recognized by a Holder on the taxable disposition of Claims (determined as described above) that were acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Claims were considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued).

2. Consequences to Holders of Equity Interests

a. Consequences to Holders of Existing LP Preferred Units Equity Interests

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Preferred Units Equity Interest, each Existing LP Preferred Units Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing LP Preferred Units Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing LP Preferred Units Equity Interest shall receive its Pro Rata share of Excess LP Auction Proceeds, if any, as provided in Article IV.C of the Plan.

Regardless of whether a Holder of Allowed Existing LP Preferred Units Equity Interests receives any Auction Proceeds, such a Holder may be allocated COD income in connection with the implementation of the Plan. After taking into account any COD income allocated to a Holder of Allowed Existing LP Preferred Units Equity Interests, a U.S. Holder of any such interests will recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of (A) the amount of Cash received by such Holder with respect to its share of Excess LP Auction Proceeds, if any, and (B) any amount deemed distributed to the U.S. Holder in connection with the Plan as a result of the relief of a liability under Section 752 of the Tax Code; and (ii) such Holder's adjusted tax basis in its Allowed Existing LP Preferred Equity Interest (adjusted to take into account any COD income allocable to such Holder).

Where gain or loss is recognized by such U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held, and the mix of assets held by LightSquared LP.

A U.S. Holder of Existing LP Preferred Units Equity Interests may be allocated gain in connection with an Auction sale and COD Income arising with respect to the repayment of

certain LightSquared LP Claims for less than the full amount of such Claims in excess of any Excess Auction Proceeds received by the Holder.

b. Consequences to Holders of Existing Inc. Preferred Stock Equity Interests

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Preferred Stock Equity Interest, each Existing Inc. Preferred Stock Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing Inc. Preferred Stock Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing Inc. Preferred Stock Equity Interest shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C of the Plan.

A Holder generally will recognize gain or loss in an amount equal to the difference, if any, between the sum of any Cash received by such Holder with respect to its share of Excess Inc. Auction Proceeds, if any, and such Holder's adjusted tax basis in its Allowed Existing Inc. Preferred Stock Equity Interest. If a Holder does not receive any Excess Inc. Auction Proceeds with respect to its Allowed Existing Inc. Preferred Equity Interest, such Holder will recognize a loss in an amount equal to such Holder's adjusted tax basis, if any, in such Allowed Existing Inc. Preferred Equity Interest.

Where gain or loss is recognized by such Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held and whether and to what extent the Holder previously had claimed a worthless securities deduction.

c. Consequences to Holders of Existing Inc. Common Stock Equity Interests

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Common Stock Equity Interest, each Existing Inc. Common Stock Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing Inc. Common Stock Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing Inc. Common Stock Equity Interest shall receive its Pro Rata share of Excess Inc. Auction Proceeds remaining, if any, as provided in Article IV.C of the Plan.

A Holder generally will recognize gain or loss in an amount equal to the difference, if any, between the sum of any Cash received by such Holder with respect to its share of Excess Inc. Auction Proceeds, if any, and such Holder's adjusted tax basis in its Allowed Existing Inc. Common Stock Equity Interest. If a Holder does not receive any Excess Inc. Auction Proceeds with respect to its Allowed Existing Inc. Common Stock Equity Interest, such Holder will recognize a loss in an amount equal to such Holder's adjusted tax basis, if any, in such Allowed Existing Inc. Common Stock Equity Interest.

Where gain or loss is recognized by such Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, whether the claim constitutes a capital asset in the hands of the Holder and how long it has been held and whether and to what extent the Holder previously had claimed a worthless securities deduction.

3. Consequences of Holding New LightSquared Common Equity and Debt Obligations

The following is a description of the principal U.S. federal income tax consequences that may be relevant with respect to the ownership and disposition of New LightSquared Term Loans and New LightSquared Common Equity. This discussion addresses only the U.S. federal income tax considerations of U.S. Holders that will receive an interest in the New LightSquared Term Loans or New LightSquared Common Equity under the Plan and that will hold such an interest in the New LightSquared Term Loans or New LightSquared Common Equity as capital assets.

a. Consequences of Ownership of New LightSquared Common Equity Issued Pursuant to the Plan

(i) Distributions

The gross amount of any distribution of Cash and the fair market value of any property distributed to a U.S. Holder with respect to the New LightSquared Common Equity generally will be includible in gross income by such Holder as dividend income to the extent such distributions are paid out of the current or accumulated earnings and profits of New LightSquared as determined under U.S. federal income tax principles. Dividends received by non-corporate Holders may qualify for a reduced rate of taxation if certain holding period and other requirements are met.

A distribution in excess of New LightSquared's current and accumulated earnings and profits will first be treated as a return of capital to the extent of the Holder's adjusted tax basis in the New LightSquared Common Equity and will be applied against and reduce such basis. To the extent that such distribution exceeds the Holder's adjusted tax basis in its New LightSquared Common Equity, the distribution will be treated as capital gain, which will be treated as long-term capital gain if such Holder's holding period in its New LightSquared Common Equity exceeds one year as of the date of the distribution. Long term capital gains may be eligible for reduced rates of taxation.

(ii) Sale and Exchange of New LightSquared Common Equity

For U.S. federal income tax purposes, a Holder generally will recognize capital gain or loss on the sale, exchange, or other taxable disposition of any of its New LightSquared Common Equity in an amount equal to the difference, if any, between the amount realized for the New LightSquared Common Equity and the Holder's adjusted tax basis in the New LightSquared Common Equity. Capital gains of non-corporate Holders derived with respect to a sale, exchange, or other disposition of New LightSquared Common Equity held for more than one

year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

b. Consequences of Holding New LightSquared Term Loans Issued Pursuant to the Plan

The New LightSquared Term Loans will be treated as being issued with OID in an amount equal to the difference between (i) the sum of all payments of principal and stated interest due under the New LightSquared Term Loans and (ii) the issue price of the New LightSquared Term Loans. The issue price of the New LightSquared Term Loans will depend on whether it or the property for which it was exchanged is considered to be "traded on an established market." It is not clear whether the New LightSquared Term Loans will be considered traded on an established market. If the New LightSquared Term Loans (or the property for which they are exchanged) are traded on an established market, the issue price of the New LightSquared Term Loans will be the fair market value of the New LightSquared Term Loans (or the fair market value of the property for which they are exchanged) as of the date they are received pursuant to the Plan. If the New LightSquared Term Loans (and the property for which they are exchanged) is not traded on an established market, the issue price of the New LightSquared Term Loans generally will be their stated principal amount.

U.S. Holders of the New LightSquared Term Loans must include OID in their gross income as ordinary income calculated on a constant-yield method before the receipt of cash attributable to the income. The amount of OID includible in income by a U.S. Holder is the sum of the daily portions of OID with respect to the New LightSquared Term Loan for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the New LightSquared Term Loan ("accrued OID"). The daily portion is determined by allocating to each day in any "accrual period" a pro rata portion of the OID allocable to that accrual period. Accrual periods with respect to the New LightSquared Term Loan may be of any length selected by the U.S. Holder and may vary in length over the term of the New LightSquared Term Loan as long as (i) no accrual period is longer than one year and (ii) each scheduled payment of interest or principal on the New LightSquared Term Loan occurs on either the final or first day of an accrual period. The amount of OID allocable to an accrual period equals the product of the New LightSquared Term Loan's adjusted issue price at the beginning of the accrual period and the New LightSquared Term Loan's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted to reflect the length of the accrual period). The adjusted issue price of the New LightSquared Term Loan at the beginning of any accrual period will generally be the issue price of the New LightSquared Term Loan increased by (i) the amount of accrued OID for each prior accrual period and decreased by (ii) the amount of any payments previously made on the New LightSquared Term Loan.

A U.S. Holder will generally recognize gain or loss on the sale, exchange or other disposition of a New LightSquared Term Loan equal to the difference between (i) the amount realized upon the sale, exchange, retirement or other taxable disposition and (ii) the U.S. Holder's adjusted tax basis in the New LightSquared Term Loan. Long term capital gain recognized in respect of a New LightSquared Term Loan by certain non-corporate U.S. Holders generally will be subject to tax at a reduced rate. The ability of U.S. Holders to offset capital losses against ordinary income is limited.

The New LightSquared Term Loans may be treated as contingent payment debt instruments ("CPDIs") for U.S. federal income tax purposes. The CPDI rules could affect the timing of accruals and the character of gain on the sale or other disposition of the New LightSquared Term Loans.

4. Information Reporting and Backup Withholding

In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder of a Claim or Equity Interest may be subject to backup withholding (at a rate of 28%) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact or (b) provides a correct taxpayer identification number and certifies under penalty of perjury that its taxpayer identification number is correct and that the Holder is not subject to backup withholding because of a failure to report all dividend and interest income. Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided, however, that the required information is provided to the IRS.

THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF UNITED STATES FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM OR EQUITY INTEREST IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND HOLDERS OF EQUITY INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTION CONTEMPLATED BY THE RESTRUCTURING, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS

ARTICLE VII
CONCLUSION AND RECOMMENDATION

The Plan Proponents believe that Confirmation of the Plan is in the best interests of its Estates and all stakeholders because it is fairest, most confirmable, and provides the greatest opportunity to maximize value for Holders of Claims against and Equity Interests in the LightSquared entities. **Accordingly, the Plan Proponents urge all Holders of Claims or Equity Interests entitled to vote on the Plan to vote to accept the Plan and to evidence such acceptance by returning their Ballots so that they are received no later than 4:00 p.m. (prevailing Pacific time) on [_], 2014.**

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New York, New York
Dated: August 7, 2014

LIGHTSQUARED INC. (FOR ITSELF AND ALL OTHER DEBTORS)

By: */s/ Douglas Smith*
Name: Douglas Smith
Title: Chief Executive Officer, President, and Chairman of the Board of LightSquared Inc.

CAPITAL RESEARCH AND MANAGEMENT COMPANY, IN ITS CAPACITY AS INVESTMENT MANAGER TO CERTAIN FUNDS THAT ARE HOLDERS OF PREPETITION LP FACILITY CLAIMS

By: */s/ Kristine M. Nishiyama*
Name: Kristine M. Nishiyama
Title: Authorized Signatory

CYRUS CAPITAL PARTNERS, L.P., IN ITS CAPACITY AS INVESTMENT MANAGER TO CERTAIN FUNDS THAT ARE HOLDERS OF PREPETITION LP FACILITY CLAIMS

By: */s/ Jennifer M. Pulick*
Name: Jennifer M. Pulick
Title: Authorized Signatory

Exhibit A

Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders

[Filed at Docket No. 1686]

Exhibit B

Projections

[To Come]

Exhibit C

Liquidation Analysis/Comparison

[To Come]

TAB G

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Exhibit "**G**" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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Docket #1696 Date Filed: 8/11/2014

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

HARBINGER CAPITAL PARTNERS LLC'S JOINT PLAN OF REORGANIZATION FOR THE INC. DEBTORS PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

THIS PLAN IS BEING SUBMITTED FOR APPROVAL BY THE BANKRUPTCY COURT. THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE, 11 U.S.C. § 1125. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT HAS APPROVED A DISCLOSURE STATEMENT. NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, OR A LEGALLY BINDING OBLIGATION OF THE INITIAL INVESTORS, THE DEBTORS OR ANY OTHER PARTY IN INTEREST.

David M. Friedman
Adam L. Shiff
Matthew B. Stein
KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP
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Counsel to Harbinger Capital Partners LLC

Dated: New York, New York
August 11, 2014

[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 10802 Parkridge Boulevard, Reston, VA 20191.

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ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "**Accrued Professional Compensation Claims**" means, at any given moment, all accrued fees and expenses (including success fees) asserted against the Inc. Debtors for services rendered to the Inc. Debtors by all Professionals through and including the Effective Date, to the extent such fees and expenses have not been paid and regardless of whether a fee application has been Filed for such fees and expenses, but in all events subject to estimation as provided in Article VII.C hereof. To the extent that the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claim.

2. **"Acquired Inc. Facility Claims**" has the meaning set forth in Article III.B.3(b).

3. "**Administrative Claim**" means a Claim against any of the Inc. Debtors for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates of the Inc. Debtors and operating the businesses of the Inc. Debtors (including wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses pursuant to sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and ending on the Effective Date, including Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates of the Inc. Debtors pursuant to chapter 123 of the Judicial Code, including the U.S. Trustee Fees; (d) the New DIP Facility Claims; (e) the DIP Inc. Facility Claims; and (f) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code. To the extent an Allowed Administrative Claim was a cost or expense of administration of both the Inc. Debtors' and LP Debtors' Chapter 11 Cases, such Allowed Administrative Claims shall be deemed incurred by the Inc. Debtors in an amount not to exceed 15% of the aggregate amount of those Administrative Claims; provided, however, that the Reorganized Inc. Debtors and the Initial Investors reserve the right to challenge this amount and/or recapture from the LP Debtors any Administrative Claim incurred by the LP Debtors that is satisfied by the Inc. Debtors pursuant to this Plan.

4. "**Administrative Claim Bar Date**" means the deadline for filing requests for payment of Administrative Claims, which shall be thirty (30) days after the Effective Date.

5. "**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "**Allowed**" means, with respect to Claims, any Claim that (a) is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code or a Final Order, (b) is listed on the Schedules as of the Effective Date as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed, (c) has been compromised, settled, or otherwise resolved pursuant to the authority granted to the Inc. Debtors by a Final Order of the Bankruptcy Court, or (d) is Allowed pursuant to the Plan or a Final Order; provided, however, with respect to any Claim described in clauses (a) or (b) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to any Claim, no objection to the allowance thereof, request for estimation, motion to deem the Schedules amended, or other challenge has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, if any, or such a challenge is so interposed and the Claim shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed on the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Inc. Debtors or the Reorganized Inc. Debtors, as applicable, and without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Inc. Debtor or Reorganized Inc. Debtor, as applicable.

7. "**Assets**" means all rights, titles, and interest of any nature in property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.

8. "**Avoidance Actions**" means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Inc. Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547-553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

9. "**Ballot**" means the ballot upon which Holders of Claims or Equity Interests entitled to vote shall cast their vote to accept or reject the Plan.

10. "**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, as may be amended from time to time.

11. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under section 157 of the Judicial Code or the General Order of the District Court pursuant to section 151 of the Judicial Code, the United States District Court for the Southern District of New York.

12. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

13. "**Bid Procedures Order**" means the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892].

14. "**Business Day**" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

15. "**Canadian Court**" means the Ontario Superior Court of Justice (Commercial List) having jurisdiction over the proceedings commenced by the Debtors pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36.

16. "**Canadian Proceedings**" means the proceedings commenced with respect to the Chapter 11 Cases in the Canadian Court pursuant to Part IV of the Companies' Creditors Arrangement Act.

17. "**Cash**" means the legal tender of the United States of America or the equivalent thereof.

18. "**Cause of Action**" means any claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Cause of Action also includes, without limitation, the following: (a) any right of setoff, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims; (c) any claim pursuant to section 362 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions; (f) any claim or cause of action of any kind against any Exculpated Party based in whole or in part upon acts or omissions occurring prior to or after the Petition Date; and (g) any cause of action listed on the Schedule of Retained Causes of Action.

19. "**Certificate**" means any instrument evidencing a Claim or an Equity Interest.

20. "**Chapter 11 Cases**" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

21. "**Claim**" means any claim against an Inc. Debtor as defined in section 101(5) of the Bankruptcy Code.

22. "**Claims and Solicitation Agent**" means Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by the Debtors in the Chapter 11 Cases, or such other entity identified by the Initial Investors in advance of the hearing to approve the Inc. Disclosure Statement.

23. "**Claims Bar Date**" means the date by which Proofs of Claim must be or must have been Filed with respect to such Claim, as ordered by the Bankruptcy Court pursuant to the Claims Bar Date Order or another Final Order of the Bankruptcy Court.

24. "**Claims Bar Date Order**" means the *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* [Docket No. 266].

25. "**Claims Objection Bar Date**" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) four (4) months after the Effective Date and (b) such later period of limitation as may be specifically fixed by an order of the Bankruptcy Court.

26. "**Claims Register**" means the official register of Claims maintained by the Claims and Solicitation Agent.

27. "**Class**" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

28. "**Collateral**" means any property or interest in property of the Estates of the Inc. Debtors subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

29. "**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases of the Inc. Debtors.

30. "**Confirmation Date**" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases of the Inc. Debtors, within the meaning of Bankruptcy Rules 5003 and 9021.

31. "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court on the Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

32. "**Confirmation Hearing Date**" means the date of the commencement of the Confirmation Hearing.

33. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

34. "**Consummation**" means the occurrence of the Effective Date.

35. "**Cure Costs**" means all amounts (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed, or assumed and assigned, by the Inc. Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

36. "**D&O Liability Insurance Policies**" means all insurance policies of any of the Inc. Debtors for directors', managers', and officers' liability.

37. "**Debtor**" means one of the Debtors, in its individual capacity as a debtor in these Chapter 11 Cases or the Chapter 11 Cases of the LP Debtors.

38. "**Debtors**" means, collectively, the Inc. Debtors and the LP Debtors.

39. "**DIP Facility Claim"** means a New DIP Facility Claim or DIP Inc. Facility Claim.

40. "**DIP Inc. Agent**" means U.S. Bank National Association, as administrative agent under the DIP Inc. Credit Agreement, or any successor agent appointed in accordance with the DIP Inc. Credit Agreement.

41. "**DIP Inc. Borrower**" means One Dot Six Corp., in its respective capacities as a borrower under the New DIP Credit Agreement or the DIP Inc. Credit Agreement, as applicable.

42. "**DIP Inc. Credit Agreement**" means that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of July 19, 2012, among the DIP Borrower, the DIP Guarantors, the DIP Agent, and the DIP Inc. Lenders.

43. "**DIP Inc. Facility**" means that certain debtor in possession credit facility provided in connection with the DIP Inc. Credit Agreement and DIP Inc. Order.

44. "**DIP Inc. Facility Claim**" means a Claim held by the DIP Inc. Agent or DIP Inc. Lenders arising under, or related to, the DIP Inc. Facility.

45. "**DIP Inc. Guarantors**" means LightSquared Inc., One Dot Four Corp., and One Dot Six TVCC Corp., in their respective capacities as guarantors under the New DIP Credit Agreement or DIP Inc. Credit Agreement, as applicable.

46. "**DIP Inc. Lenders**" means the lenders party to the DIP Inc. Credit Agreement from time to time.

47. "**DIP Inc. Order**" means 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] (as amended, supplemented, or modified from time to time).

48. "**Disbursing Agent**" means the Reorganized Inc. Debtors, or the Entity or Entities designated by the Reorganized Inc. Debtors and the Initial Investors to make or facilitate Plan Distributions pursuant to the Plan.

49. "**Disclosure Statement Hearing**" means the hearing held in the Bankruptcy Court to consider the approval of the Inc. Disclosure Statement.

50. "**Disclosure Statement Order**" means the *Order (I) Approving Disclosure Statement, (II) Approving Solicitation and Notice Procedures, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation, and (V) Granting Related Relief* [Docket No. ___] (as amended, supplemented, or modified from time to time).

51. "**Disputed**" means, with respect to any Claim, any Claim that is not yet Allowed.

52. "**Disputed Claims Reserve**" means sufficient availability in the One Dot Six Revolving Loan Facility reserved for the benefit of each Holder of a Disputed Claim, in an amount equal to the Plan Distributions such Disputed Claim would be entitled to on the Effective Date if such Disputed Claim were Allowed in its full amount on the Effective Date.

53. "**Distribution Record Date**" means the New DIP Closing Date.

54. "**Effective Date**" means the date selected by the Initial Investors that is a Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent specified in Article IX.A hereof have been satisfied or waived (in accordance with Article IX.B hereof).

55. "**Employee Settlement Agreement**" means that certain Settlement Agreement, by and among LightSquared Inc., on behalf of itself and each of its Debtor Affiliates, Harbinger, and Mr. Sanjiv Ahuja, approved by the Bankruptcy Court pursuant to the *Order, Pursuant to Sections 105(a) and 365(a) of Bankruptcy Code and Bankruptcy Rules 6006, 9014, and 9019, (a) Approving Settlement Agreement Regarding Employment Agreement Claims, (b) Rejecting Employment Documents, and (c) Authorizing Any and All Actions Necessary To Consummate Settlement Agreement* [Docket No. 223].

56. "**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code.

57. "**Equity Interest**" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in an Inc. Debtor, including any issued or unissued share of common stock, Preferred Equity Interests, or other instrument evidencing an ownership interest in an Inc. Debtor, whether or not transferable, including membership interests in limited liability companies and partnership interests in partnerships, and any option, warrant or right, contractual or otherwise, to acquire any such interest in an Inc. Debtor that existed immediately prior to the Effective Date, any award of stock options, equity appreciation rights, restricted equity, or phantom equity granted to an existing employee of the Debtors pursuant to any equity plan maintained by the Inc. Debtors or under any existing employment agreement of the Debtors' existing employees, any Existing Shares, and any Claim against the Inc. Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

58. "**Estate**" means the bankruptcy estate of any Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

59. "**Exculpated Party**" means (a) the Inc. Debtors; (b) the New DIP Agent and each New DIP Lender; (c) the One Dot Six Exit Agent and each One Dot Six Exit Lender; (d) the

Proponent; (e) the Initial Investors (individually and together with their respective Affiliates in each of their respective capacities contemplated hereunder); and (f) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including *ex officio* members), officers, directors, principals, managers, trustees, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives (in each case, in his, her, or its capacity as such).

60. "**Executory Contract**" means a contract to which one or more of the Inc. Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

61. "**Existing Inc. Common Stock**" means the Equity Interests in LightSquared Inc. (other than the Existing Inc. Preferred Equity Interests). For the avoidance of doubt, Existing Inc. Common Stock includes the common equity interest in LightSquared Inc. Allowed pursuant to the Employee Settlement Agreement.

62. "**Existing Inc. Preferred Equity Interest**" means the outstanding shares of Existing Inc. Series A Preferred Equity Interests and Existing Inc. Series B Preferred Equity Interests.

63. "**Existing Inc. Series A Preferred Equity Interests**" means the outstanding shares of Convertible Series A Preferred Equity Interests issued by LightSquared Inc.

64. "**Existing Inc. Series B Preferred Equity Interests**" means the outstanding shares of Convertible Series B Preferred Equity Interests issued by LightSquared Inc.

65. "**Existing Shares**" means all Equity Interests related to Existing Inc. Common Stock, Existing Inc. Preferred Equity Interests, and Intercompany Interests.

66. "**FCC**" means the Federal Communications Commission.

67. "**Federal Judgment Rate**" means the federal judgment rate in effect as of the Petition Date.

68. "**File**," "**Filed**," or "**Filing**" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

69. "**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, however, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed relating to such order shall not prevent such order from being a Final Order; provided, further, the Initial Investors reserve the right to waive any appeal period.

70. "**First Day Pleadings**" means those certain pleadings Filed by the Debtors on or around the Petition Date.

71. "**General Unsecured Claim**" means any Claim against any of the Inc. Debtors that is not one of the following Claims: (a) Administrative Claim; (b) Priority Tax Claim; (c) New DIP Facility Claim; (d) DIP Inc. Facility Claim; (e) Other Priority Claim; (f) Other Secured Claim; (g) Prepetition Inc. Facility Claim; or (h) Inc. Intercompany Claim.

72. "**Governmental Unit**" has the meaning set forth in section 101(27) of the Bankruptcy Code.

73. "**Harbinger**" means Harbinger Capital Partners, LLC and its designated affiliates.

74. "**Holder**" means the Entity holding the beneficial interest in a Claim or Equity Interest.

75. "**Impaired**" means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is not Unimpaired.

76. "**Inc. Debtors**" means, collectively, LightSquared Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, One Dot Six TVCC Corp, LightSquared Investors Holdings Inc., and TMI Communications Delaware, Limited Partnership.

77. "**Inc. Disclosure Statement**" means, collectively, (a) the *First Amended General Disclosure Statement* [Docket No. 918], and (b) the *Specific Disclosure Statement for Harbinger Capital Partners LLC and SIG Holdings, Inc.'s Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. ____] (as either may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan).

78. "**Inc. Facility Claim Purchase Agreement**" means that certain purchase agreement to be entered into between SIG and the Inc. Facility Claim Sellers on terms mutually acceptable to the parties pursuant to which SIG shall purchase Acquired Inc. Facility Claims in cash from the Inc. Facility Claim Sellers on the New DIP Closing Date.

79. "**Inc. Facility Claim Sellers**" means the Holders of Prepetition Inc. Facility Non-Subordinated Claims immediately prior to the New DIP Closing Date.

80. "**Inc. Intercompany Claim**" means any Claim against an Inc. Debtor held by an Inc. Debtor.

81. "**Inc. Intercompany Interest**" means any Equity Interest in an Inc. Debtor held by another Inc. Debtor.

82. "**Initial Investors**" means Harbinger and SIG.

83. "**Inmarsat Cooperation Agreement**" means that certain Amended and Restated Cooperation Agreement (as amended, supplemented, restated, or otherwise modified from time to time), dated as of August 6, 2010, by and among LightSquared LP, SkyTerra (Canada) Inc., LightSquared Inc. and Inmarsat Global Limited.

84. "**Insider**" shall have the definition ascribed to it in Section 101(31) of the Bankruptcy Code.

85. "**Insider General Unsecured Claim**" means General Unsecured Claims that are held by Insiders.

86. "**Intercompany Contract**" means any agreement, contract, or lease, all parties to which are Inc. Debtors.

87. "**Interim Compensation Order**" means the *Order Authorizing and Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 122], as may have been modified by a Bankruptcy Court order approving the retention of the Professionals.

88. "**Judicial Code**" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

89. "**Lien**" has the meaning set forth in section 101(37) of the Bankruptcy Code.

90. "**LightSquared Inc. Exit Agent**" means the administrative agent under the LightSquared Inc. Exit Facility Agreement or any successor agent appointed in accordance with the LightSquared Inc. Exit Facility Agreement.

91. "**LightSquared Inc. Exit Facility**" means that certain $200 million term loan credit facility provided in connection with the LightSquared Inc. Exit Agreement

92. "**LightSquared Inc. Exit Facility Agreement**" means that certain credit agreement to be entered into among Reorganized LightSquared Inc., the LightSquared Inc. Exit Agent, and the LightSquared Inc. Exit Lenders on the Effective Date.

93. "**LP Debtor Plan**" means any confirmed plan of reorganization or plan of liquidation for the reorganization or liquidation, as applicable, of the LP Debtors' estates.

94. "**LP Debtors**" means, collectively, LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc., Lightsquared Bermuda Ltd., and LightSquared GP Inc.

95. "**New DIP Agent**" means the administrative agent under the New DIP Credit Agreement, or any successor agent appointed in accordance with the New DIP Credit Agreement.

96. "**New DIP Closing Date**" means the date on or before the 14th day after Confirmation upon which the New DIP Credit Agreement shall have been executed by all of the

Entities that are parties thereto, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the incurrence of obligations pursuant to the New DIP Facility shall have occurred.

97. "**New DIP Credit Agreement**" means that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of New DIP Closing Date, among the New DIP Obligors, the New DIP Agent, and the New DIP Lenders.

98. "**New DIP Facility**" means that certain debtor in possession credit facility provided in connection with the New DIP Credit Agreement and New DIP Order in the aggregate principal amount of approximately $460 million, comprised of (i) the New Senior DIP Facility provided by the New Senior DIP Facility Lenders, and (ii) the New Junior DIP Facility provided by the Initial Investors.

99. "**New DIP Facility Claim**" means a Claim held by the New DIP Agent or New DIP Lenders arising under, or related to, the New DIP Facility.

100. "**New DIP Facility Claims Treatment**" means that (i) the New Senior DIP Facility Claims shall convert into the One Dot Six Term Loan Facility, (ii) the New Junior DIP Facility Claims, in the original principal amount of $200 million and held by SIG, shall convert into the LightSquared Inc. Exit Facility, and (iii) the New Junior DIP Facility Claims, in the original principal amount of $100 million and held by Harbinger, shall be contributed to Reorganized One Dot Four and TVCC.

101. "**New DIP Lenders**" means the New Senior DIP Lenders and the Initial Investors, as parties to the New DIP Credit Agreement.

102. "**New DIP Obligors**" means the Inc. Debtors.

103. "**New DIP Order**" means each of the *Final Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, (A) Authorizing New DIP Obligors To Obtain Postpetition Financing, (B) Granting Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay*.

104. "**New Junior DIP Facility**" means that certain junior debtor in possession credit facility provided to LightSquared Inc. as the borrower (a) in the original principal amount of $300 million, comprised of (i) $200 million provided by SIG through the conversion of the Acquired Inc. Facility Claims, and (ii) $100 million provided by Harbinger in new funding, (b) guaranteed by the New DIP Obligors other than LightSquared Inc. and (c) secured by Liens junior to the Liens securing the New Senior DIP Facility, in accordance with the Plan, the New DIP Credit Agreement, and the New DIP Order.

105. "**New Junior DIP Facility Claim**" means a Claim held by the New DIP Agent or New DIP Lenders arising under, or related to, the New Junior DIP Facility.

106. "**New Senior DIP Facility**" means that certain senior debtor in possession credit facility provided to One Dot Six Corp. (a) in the original principal amount of $160 million provided by the New Senior DIP Facility Lenders, (b) guaranteed by the New DIP Obligors other

than One Dot Six Corp. and (c) secured by Liens senior to the Liens securing the New Junior DIP Facility, in accordance with the Plan, the New DIP Credit Agreement, and the New DIP Order.

107. "**New Senior DIP Facility Claim**" means a Claim held by the New DIP Agent or New DIP Lenders arising under, or related to, the New Senior DIP Facility.

108. "**New Senior DIP Facility Lenders**" means the banks or other financial institutions providing funding under the New Senior DIP Facility from time to time.

109. "**One Dot Six Exit Agent**" means the administrative agent under the One Dot Six Exit Facility Agreement or any successor agent appointed in accordance with the One Dot Six Exit Facility Agreement.

110. "**One Dot Six Exit Facility**" means the One Dot Six Term Loan Facility and the One Dot Six Revolving Loan Facility obtained pursuant to the One Dot Six Exit Facility Agreement.

111. "**One Dot Six Exit Facility Agreement**" means that certain credit agreement to be entered into among Reorganized One Dot Six, the One Dot Six Exit Facility Guarantors, the One Dot Six Exit Agent, and the One Dot Six Exit Lenders on the Effective Date.

112. "**One Dot Six Exit Facility Collateral**" means (a) all assets of Reorganized One Dot Six (including all assets contributed to Reorganized One Dot Six in accordance with Article IV.D.2(a)) and (b) all Causes of Action of Harbinger or its affiliates arising out of, relating to, or in connection with the Chapter 11 Cases, the Debtors or the Debtors' businesses on and after the Effective Date.

113. "**One Dot Six Exit Facility Guarantors**" means the Reorganized Inc. Debtors that guarantee the payment and performance of the One Dot Six Exit Facility and the One Dot Six Second Lien Exit Facility; provided that, Reorganized LightSquared Inc. and its subsidiaries shall not be One Dot Six Exit Facility Guarantors.

114. "**One Dot Six Exit Lenders**" means the lenders party to the One Dot Six Exit Facility Agreement from time to time.

115. "**One Dot Six Revolving Loan Facility**" means that certain $100 million revolving loan credit facility provided in connection with the One Dot Six Exit Agreement.[2]

116. "**One Dot Six Second Lien Exit Agent**" means the administrative agent under the One Dot Six Second Lien Exit Facility Agreement or any successor agent appointed in accordance with the One Dot Six Second Lien Exit Facility Agreement.

117. "**One Dot Six Second Lien Exit Facility**" means that certain $40 million term loan credit facility provided in connection with the One Dot Six Second Lien Exit Agreement.

[2] The One Dot Six Revolving Loan Facility may be structured as a delayed draw term loan.

118. "**One Dot Six Second Lien Exit Facility Agreement**" means that certain credit agreement to be entered into among Reorganized One Dot Six, the One Dot Six Exit Facility Guarantors, the One Dot Six Second Lien Exit Agent, and SIG on the Effective Date.

119. "**One Dot Six Term Loan Facility**" means that certain $160 million term loan credit facility provided in connection with the One Dot Six Exit Agreement.

120. "**Other Existing Inc. Preferred Equity Interest Holders**" means each Holder of Existing Inc. Preferred Equity Interests other than SIG.

121. "**Other Priority Claim**" means any Claim against an Inc. Debtor accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

122. "**Other Secured Claim**" means any Secured Claim against an Inc. Debtor that is not a New DIP Facility Claim or Prepetition Facility Claim.

123. "**Person**" has the meaning set forth in section 101(41) of the Bankruptcy Code.

124. "**Petition Date**" means May 14, 2012.

125. "**Plan**" means this *Harbinger Capital Partners LLC Joint Plan of Reorganization for the Inc. Debtors Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or modified from time to time with the prior consent of the Initial Investors), including, without limitation, the Plan Supplement, which is incorporated herein by reference.

126. "**Plan Consideration**" means, as applicable, (a) Cash provided by (i) New DIP Facility, (ii) One Dot Six Revolving Loan Exit Facility, and (iii) Inc. Debtors' Cash on hand; (b) One Dot Six Term Loan Facility; (c) One Dot Six Second Lien Exit Facility; (d) LightSquared Inc. Exit Facility; (e) Reorganized LightSquared Inc. Common Shares; and (f) Reorganized One Dot Six Interests.

127. "**Plan Distribution**" means a payment or distribution to Holders of Allowed Claims, or other eligible Entities under the Plan or Plan Supplement documents.

128. "**Plan Documents**" means the documents other than this Plan, to be executed, delivered, assumed, or performed in conjunction with the Consummation of this Plan on the Effective Date, including, without limitation, any documents included in the Plan Supplement.

129. "**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof, in accordance with the Bankruptcy Code and the Bankruptcy Rules) to be Filed no later than the Plan Supplement Date or such other date as may be permitted by the Bankruptcy Court, including: (a) executed commitment letters, engagement letters, highly confident letters, and related term sheets, or form and/or definitive agreements and related documents with respect to (i) the One Dot Six Exit Facility Agreement, (ii) One Dot Six Second Lien Exit Facility Agreement, and (iii) the LightSquared Inc. Exit Facility Agreement; (b) the Reorganized Inc. Debtors Corporate

Governance Documents; (c) the Schedule of Assumed Agreements; and (d) the Schedule of Retained Causes of Action.

130. "**Plan Supplement Date**" means _____, 2014 at 4:00 p.m. (prevailing Eastern time), or such other, later date set by the Bankruptcy Court; provided, however, that the Initial Investors reserve the right to File amended Plan Documents at any time prior to the conclusion of the Confirmation Hearing.

131. "**Plan Transactions**" means one or more transactions to occur on the Effective Date or as soon thereafter as reasonably practicable, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, equity issuance, sale, reconstitution, dissolution, certificates of incorporation, certificates of partnership, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; and (c) all other actions that the Inc. Debtors or the Reorganized Inc. Debtors, as applicable, and the Initial Investors determine are necessary or appropriate.

132. "**Prepetition Inc. Agent**" means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch under the Prepetition Inc. Credit Agreement.

133. "**Prepetition Inc. Borrower**" means LightSquared Inc., as borrower under the Prepetition Inc. Credit Agreement.

134. "**Prepetition Inc. Credit Agreement**" means that certain Credit Agreement, dated as of July 1, 2011, among the Prepetition Inc. Obligors, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders.

135. "**Prepetition Inc. Facility**" means that certain $278,750,000 term loan credit facility provided in connection with the Prepetition Inc. Credit Agreement.

136. "**Prepetition Inc. Facility Claim**" means, collectively, any Prepetition Inc. Facility Non-Subordinated Claim and Prepetition Inc. Facility Subordinated Claim.

137. "**Prepetition Inc. Facility Lender Subordination Agreement**" means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined therein), by which the Affiliate Lenders agreed to subordinate their Liens (as such term is used therein) and Claims under the Prepetition Inc. Loan Documents to the Liens and Claims of the Non-Affiliate Lenders.

138. "**Prepetition Inc. Facility Non-Subordinated Claim**" means a Claim held by the Prepetition Inc. Agent or Prepetition Inc. Lenders arising under, or related to, the Prepetition Inc. Loan Documents, but excluding any Prepetition Inc. Facility Subordinated Claim.

139. "**Prepetition Inc. Facility Subordinated Claim**" means a Claim held by a Prepetition Inc. Lender arising under, or related to, the Prepetition Inc. Loan Documents that is subordinated to the Prepetition Inc. Facility Non-Subordinated Claims pursuant to the Prepetition Inc. Facility Lender Subordination Agreement.

140. "**Prepetition Inc. Lenders**" means the lenders party to the Prepetition Inc. Credit Agreement from time to time.

141. "**Prepetition Inc. Loan Documents**" means the Prepetition Inc. Credit Agreement together with all related security agreements, notes, guarantees, pledge agreements, mortgages, fixture filings, transmitting utility filings, deeds of trust, financing statements, instruments, agreements, documents, assignments, account control agreements, or other security documents.

142. "**Prepetition Inc. Obligors**" means the Prepetition Inc. Facility Borrower and One Dot Four Corp., One Dot Six Corp., and One Dot Six TVCC Corp., as guarantors under the Prepetition Inc. Credit Agreement.

143. "**Prepetition LP Agent**" means, collectively, UBS AG, Stamford Branch, as administrative agent, and Wilmington Trust FSB, as collateral trustee, under the Prepetition LP Credit Agreement.

144. "**Prepetition LP Credit Agreement**" means that certain Credit Agreement, dated as of October 1, 2010, among the Prepetition LP Obligors, the Prepetition LP Agent, and the Prepetition LP Lenders.

145. "**Prepetition LP Facility**" means that certain $1,500,000,000 term loan credit facility provided in connection with the Prepetition LP Credit Agreement.

146. "**Prepetition LP Facility Claim**" means a Claim held by the Prepetition LP Agent or Prepetition LP Lenders arising under, or related to, the Prepetition LP Loan Documents.

147. "**Prepetition LP Facility Guarantee Claim**" means a Claim held by the Prepetition LP Agent or Prepetition LP Lenders (including any LP Lender whose Claim or portion thereof is subordinated pursuant to section 510(c) of the Bankruptcy Code) arising under, or related to, the Prepetition LP Loan Documents against any Inc. Debtors, including the Parent Guarantors as defined in the Prepetition LP Credit Agreement.

148. "**Prepetition LP Facility Guarantee Claim Order**" means an order (which may be the Confirmation Order) entered by the Bankruptcy Court estimating the Prepetition LP Facility Guarantee Claim at zero dollars pursuant to Article VII.C of the Plan and/or expunging the Prepetition LP Facility Guarantee Claim.

149. "**Prepetition LP Lenders**" means the lenders party to the Prepetition LP Credit Agreement from time to time.

150. "**Prepetition LP Loan Documents**" means the Prepetition LP Credit Agreement together with all related security agreements, notes, guarantees, pledge agreements, mortgages, fixture filings, transmitting utility filings, deeds of trust, financing statements, instruments, agreements, documents, assignments, account control agreements, or other security documents.

151. "**Prepetition LP Obligors**" means LightSquared LP, as borrower, under the Prepetition LP Credit Agreement, and LightSquared Inc., 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., as guarantors under the Prepetition LP Credit Agreement.

152. "**Priority Tax Claim**" means any Claim against an Inc. Debtor of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

153. "**Pro Rata**" means, with respect to Claims, the proportion that an Allowed Claim in a particular Class (or among particular unclassified Claims) bears to the aggregate amount of the Allowed Claims in that Class (or among those particular unclassified Claims), or the proportion that Allowed Claims in a particular Class and other Classes (or particular unclassified Claims) entitled to share in the same recovery as such Allowed Claim under the Plan bears to the aggregate amount of such Allowed Claims.

154. "**Professional**" means an Entity employed pursuant to a Bankruptcy Court order in accordance with sections 327, 328, 330, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363, and 331 of the Bankruptcy Code or awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code (excluding those Entities entitled to compensation for services rendered after the Petition Date in the ordinary course of business pursuant to a Final Order granting such relief).

155. "**Professional Fee Reserve**" means sufficient availability in the One Dot Six Revolving Loan Facility in an amount equal to the Professional Fee Reserve Amount.

156. "**Professional Fee Reserve Amount**" means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with Article II.B.3 hereof.

157. "**Proof of Claim**" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

158. "**Proponent**" means Harbinger.

159. "**Reinstated**" or "**Reinstatement**" means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default (i) curing any such default that occurred before or after

the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured, (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default, (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law, (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the Inc. Debtors or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure, and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Equity Interest entitles the Holder.

160. "**Reinstated Intercompany Interests**" means the Inc. Intercompany Interests that are Reinstated under, and pursuant to, the Plan.

161. "**Released Party**" means an Exculpated Party.

162. "**Reorganized Inc. Debtors**" means the Inc. Debtors, as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date in connection with the Plan Transactions contemplated by Article IV.D.

163. "**Reorganized Inc. Debtors Boards**" means, collectively, the boards of directors of each of the Reorganized Inc. Debtors.

164. "**Reorganized Inc. Debtors Bylaws**" means, collectively, the bylaws of each of the Reorganized Inc. Debtors.

165. "**Reorganized Inc. Debtors Charters**" means, collectively, the charters of each of the Reorganized Inc. Debtors.

166. "**Reorganized Inc. Debtors Corporate Governance Documents**" means, collectively, (a) the Reorganized Inc. Debtors Bylaws, (b) the Reorganized Inc. Debtors Charters, (c) the Reorganized One Dot Six Interest Holders Agreement, and (d) any other applicable organizational or operational documents with respect to the Reorganized Inc. Debtors.

167. "**Reorganized Inc. Debtors Equity Interests**" means, collectively, the Reorganized LightSquared Inc. Common Shares, One Dot Six Preferred Shares, and the Reinstated Intercompany Interests.

168. "**Reorganized LightSquared Inc.**" means LightSquared Inc., as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date in connection with the Plan Transactions contemplated by Article IV.D hereof.

169. "**Reorganized LightSquared Inc. Common Shares**" means those certain common shares issued by Reorganized LightSquared Inc. in connection with, and subject to, the Plan and the Confirmation Order.

170. "**Reorganized One Dot Four**" means One Dot Four Corp., as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date in connection with the Plan Transactions contemplated by Article IV.D hereof.

171. "**Reorganized One Dot Four Common Shares**" means those certain common interests issued by Reorganized One Dot Four Reinstated in connection with, and subject to, the Plan, and the Confirmation Order.

172. "**Reorganized One Dot Six**" means One Dot Six Corp., as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date in connection with the Plan Transactions contemplated by Article IV.D.

173. "**Reorganized One Dot Six Common Shares**" means those certain common interests issued by Reorganized One Dot Six in connection with, and subject to, the Plan, the Confirmation Order, and the Reorganized One Dot Six Interest Holders Agreement.

174. "**Reorganized One Dot Six Interest Holders Agreement**" means that certain agreement with respect to the Reorganized One Dot Six Interests, to be effective on the Effective Date and binding on all holders of Reorganized One Dot Six Interests.

175. "**Reorganized One Dot Six Interests**" means collectively, the Reorganized One Dot Six Common Shares and Reorganized One Dot Six Preferred Shares.

176. "**Reorganized One Dot Six Preferred Shares**" means those certain payable-in-kind preferred interests issued by Reorganized One Dot Six in connection with, and subject to, the Plan, the Confirmation Order, and the Reorganized One Dot Six Interest Holders Agreement.

177. "**Reorganized TMI**" means TMI Communications Delaware, Limited Partnership, as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date in connection with the Plan Transactions contemplated by Article IV.D hereof.

178. "**Retained Causes of Action**" means the Causes of Action of the Inc. Debtors.

179. "**Schedule of Assumed Agreements**" means the schedule of certain Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, by the Inc. Debtors pursuant to the Plan, including any Cure Costs related thereto (as the same may be amended, modified, or supplemented from time to time).

180. "**Schedules**" means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules (as they may be amended, modified, or supplemented from time to time).

181. "**Secured**" means, when referring to a Claim, (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to a valid right of

setoff pursuant to section 553 of the Bankruptcy Code as determined pursuant to section 506(a) of the Bankruptcy Code, or (b) Allowed pursuant to the Plan as a Secured Claim.

182. "**Securities Act**" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect and hereafter amended, or any similar federal, state, or local law.

183. "**Securities Exchange Act**" means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as now in effect and hereafter amended, or any similar federal, state, or local law.

184. "**Security**" has the meaning set forth in section 2(a)(1) of the Securities Act.

185. "**SIG**" means SIG Holdings, Inc. and one or more of its designated affiliates.

186. "**TVCC**" means TVCC Intermediate Corp.

187. **"TVCC Common Shares**" means those certain common interests issued by Reorganized TVCC.

188. "**Unexpired Lease**" means a lease to which one or more of the Inc. Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

189. "**Unimpaired**" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

190. "**U.S. Trustee**" means the United States Trustee for the Southern District of New York.

191. "**U.S. Trustee Fees**" means fees arising under section 1930(a)(6) of the Judicial Code and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

192. "**Voting Record Date**" means the first day of the hearing held by the Bankruptcy Court to consider approval of the Inc. Disclosure Statement filed with respect to the Plan.

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in such form or substantially on such terms and conditions; (3) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit (as it may thereafter be amended, modified, or supplemented); (4) unless otherwise stated, all references to statutes, regulations, orders, rules of courts, and the like shall mean as

amended from time to time; (5) any reference herein to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (6) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (7) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (9) unless otherwise stated, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (11) any reference to an agreement, contract or instrument shall, unless otherwise specified, refer to such agreement, contract or instrument as amended, supplemented, restated, or otherwise modified from time to time; and (12) unless otherwise specified herein, any Plan Supplement Document, any Order (including the Confirmation Order) and any other agreement, contract, instrument or Plan Transaction relating to the New DIP Facility or to Confirmation or Consummation shall be in form and substance reasonably satisfactory to each of the Initial Investors.

C. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, corporate governance matters relating to the Inc. Debtors or the Reorganized Inc. Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation of the applicable Inc. Debtor or Reorganized Inc. Debtor, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II.
ADMINISTRATIVE CLAIMS, ACCRUED PROFESSIONAL COMPENSATION CLAIMS, DIP FACILITY CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES

All Claims and Equity Interests (except Administrative Claims, Accrued Professional Compensation Claims, DIP Inc. Facility Claims, New DIP Facility Claims, Priority Tax Claims,

and U.S. Trustee Fees) are placed in the Classes set forth in Article III hereof. In accordance with section 1123(a)(l) of the Bankruptcy Code, Administrative Claims, Accrued Professional Compensation Claims, DIP Inc. Facility Claims, New DIP Facility Claims, Priority Tax Claims, and U.S. Trustee Fees have not been classified, and the Holders thereof are not entitled to vote on the Plan. A Claim or Equity Interest is placed in a particular Class only to the extent that the Claim or Equity Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes.

A. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Initial Investors, each Holder of an Allowed Administrative Claim (including an Accrued Professional Compensation Claim, but other than a DIP Inc. Facility Claim and New DIP Facility Claim) shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Administrative Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Administrative Claim either: (1) on the Effective Date or as soon thereafter as reasonably practicable, or, if not then due, when such Allowed Administrative Claim is due or as soon thereafter as reasonably practicable; (2) if the Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order of the Bankruptcy Court Allowing such Administrative Claim becomes a Final Order, or as soon thereafter as reasonably practicable or, if not then due, when such Allowed Administrative Claim is due or as soon thereafter as reasonably practicable; (3) if the Allowed Administrative Claim is based on liabilities incurred by the Inc. Debtors in the ordinary course of their businesses after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, without any further action by the Holders of such Allowed Administrative Claims; (4) at such other time that is agreed to by the Inc. Debtors or the Reorganized Inc. Debtors and the Holders of such Allowed Administrative Claim; or (5) at such other time and on such other terms set forth in an order of the Bankruptcy Court; provided that, to the extent any Allowed Administrative Claims are due and payable after the Effective Date, such Claims shall be paid by, and be the sole obligation of, Reorganized One Dot Six.

Except for DIP Inc. Facility Claims, New DIP Facility Claims and U.S. Trustee Fees, and unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Inc. Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the occurrence of the Confirmation Date. Objections to such requests must be Filed and served on the Reorganized Inc. Debtors and the requesting party by the later of (1) one hundred and eighty (180) days after the Effective Date and (2) one hundred and eighty (180) days after the Filing of the applicable request for payment of Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the

Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Inc. Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Inc. Debtors or any action by the Bankruptcy Court.

B. Accrued Professional Compensation Claims

1. Final Fee Applications

All final requests for payment of Claims of a Professional shall be Filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court and satisfied in accordance with an order of the Bankruptcy Court.

2. Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Professionals shall estimate their Accrued Professional Compensation Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through the Effective Date, and shall deliver such estimate to the Inc. Debtors and the Initial Investors no later than five (5) days prior to the anticipated Confirmation Date; provided, however, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional. If a Professional does not provide an estimate, the Initial Investors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated as of the Confirmation Date shall comprise the Professional Fee Reserve Amount.

C. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, on and after the Confirmation Date, the Inc. Debtors or Reorganized Inc. Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, Professional, or other fees and expenses related to the Consummation and implementation of the Plan incurred by the Inc. Debtors or Reorganized Inc. Debtors, as applicable, on or after the Confirmation Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Inc. Debtors or Reorganized Inc. Debtors, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to, or action, order, or approval of, the Bankruptcy Court.

D. DIP Inc. Facility Claims

The DIP Inc. Facility Claims shall be Allowed in the full aggregate principal amount outstanding as of the New DIP Closing Date, plus all accrued and unpaid interest, fees, costs, expenses, and other charges payable as of the New DIP Closing Date pursuant to the terms of the DIP Inc. Credit Agreement. In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP Inc. Facility Claim, on the New DIP Closing Date, except to the

extent that a Holder of a DIP Inc. Facility Claim agrees to a less favorable or other treatment, each Holder of a DIP Inc. Facility Claim shall receive Cash in an amount equal to the full amount of its DIP Inc. Facility Claim.

E. New DIP Facility Claims

The New DIP Facility Claims shall be Allowed in the full aggregate principal amount outstanding as of the Effective Date, plus all accrued and unpaid interest, fees, costs, expenses, and other charges payable as of the Effective Date pursuant to the terms of the New DIP Credit Agreement. In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Holder of a New DIP Facility Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of a New DIP Facility Claim agrees to a less favorable or other treatment, shall receive the New DIP Facility Claims Treatment in accordance with the Plan Transactions set forth in Article IV.D.2 below, provided, however, that any indemnification and expense reimbursement obligations of the Inc. Debtors under the New DIP Credit Agreement that are contingent as of the Effective Date shall survive and be paid by the Inc. Debtors or, following the Effective Date, Reorganized One Dot Six as and when due under the New DIP Credit Agreement.

F. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable or other treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive on the Effective Date or as soon thereafter as reasonably practicable: (1) Plan Consideration in the form of Cash in an amount equal to such Allowed Priority Tax Claim; (2) Plan Consideration in the form of Cash in an amount agreed to by such Holder and the Reorganized Inc. Debtors; or (3) at the option of the Reorganized Inc. Debtors, Plan Consideration in the form of Cash in an aggregate amount equal to such Allowed Priority Tax Claim payable in installment payments over a period of not more than five (5) years after the Petition Date pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, the Holder of such Claim shall receive Plan Consideration in the form of Cash in accordance with the terms of any agreement between the Reorganized Inc. Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

G. Payment of Statutory Fees

On the Effective Date or as soon thereafter as reasonably practicable, Reorganized One Dot Six shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. Following the Effective Date, Reorganized One Dot Six shall pay the U.S. Trustee Fees for each quarter (including any fraction thereof) until the first to occur of the Chapter 11 Cases being converted, dismissed, or closed.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Summary

The categories listed in Article III.B hereof classify Claims against, and Equity Interests in, each of the Inc. Debtors for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(l) of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving Plan Distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

B. Classification and Treatment of Claims and Equity Interests

To the extent a Class contains Allowed Claims or Equity Interests with respect to a particular Inc. Debtor, the treatment provided to each Class for distribution purposes is specified below:

1. Class 1 – Other Priority Claims

   (a) *Classification*: Class 1 consists of all Other Priority Claims.

   (b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Other Priority Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Other Priority Claim agrees to any other treatment, each Holder of an Allowed Other Priority Claim against an individual Inc. Debtor shall receive Plan Consideration attributed to such Inc. Debtor in the form of Cash in an amount equal to such Allowed Other Priority Claim.

   (c) *Voting*: Class 1 is Unimpaired by the Plan. Each Holder of a Class 1 Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 1 Other Priority Claim is entitled to vote to accept or reject the Plan.

2. Class 2 – Other Secured Claims

   (a) *Classification*: Class 2 consists of all Other Secured Claims.

   (b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Other Secured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Other Secured Claim agrees to any

other treatment, each Holder of an Allowed Other Secured Claim against an individual Inc. Debtor shall receive one of the following treatments, in the sole discretion of the Inc. Debtors or the Reorganized Inc. Debtors, as applicable: (i) Plan Consideration attributed to such Inc. Debtor in the form of Cash in an amount equal to such Allowed Other Secured Claim; (ii) delivery of the Collateral securing such Allowed Other Secured Claim and payment of interest required to be paid under section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed Other Secured Claim in any other manner such that the Allowed Other Secured Claim shall be rendered Unimpaired.

(c) *Voting*: Class 2 is Unimpaired by the Plan. Each Holder of a Class 2 Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 2 Other Secured Claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Prepetition Inc. Facility Non-Subordinated Claims

(a) *Classification*: Class 3 consists of all Prepetition Inc. Facility Non-Subordinated Claims. The Prepetition Inc. Facility Non-Subordinated Claims shall be Allowed in the full aggregate principal amount outstanding as of the New DIP Closing Date, plus all accrued and unpaid interest, fees, costs, expenses and other charges payable as of the New DIP Closing Date pursuant to the terms of the Prepetition Inc. Credit Agreement.

(b) *Treatment*: On the New DIP Closing Date, SIG shall purchase from the Inc. Facility Claim Sellers all rights, title, and interest to $200 million of the Prepetition Inc. Facility Non-Subordinated Claims (the "**Acquired Inc. Facility Claims**") for $200 million, which Acquired Inc. Facility Claims shall be converted into the New Junior DIP Tranche Facility on a dollar for dollar basis.

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Non-Subordinated Claim other than the Acquired Inc. Facility Claims, on the New DIP Closing Date, except to the extent that a Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim agrees to any other treatment, each Holder of such Allowed Prepetition Inc. Facility Non-Subordinated Claim shall receive Plan Consideration in the form of its Pro Rata share of Cash in an amount equal to such Allowed Prepetition Inc. Facility Non-Subordinated Claims.

(c) *Voting:* Class 3 is Unimpaired by the Plan. Each Holder of a Class 3 Prepetition Inc. Facility Non-Subordinated Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the

Bankruptcy Code. No Holder of a Class 3 Prepetition Inc. Facility Non-Subordinated Claim is entitled to vote to accept or reject the Plan.

4. Class 4 – Prepetition Inc. Facility Subordinated Claims

(a) *Classification*: Class 4 consists of all Prepetition Inc. Facility Subordinated Claims. The Prepetition Inc. Facility Subordinated Claims shall be Allowed in the full aggregate principal amount outstanding as of the Effective Date, plus all accrued and unpaid interest, fees, costs, expenses and other charges payable as of the Effective Date pursuant to the terms of the Prepetition Inc. Credit Agreement.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Prepetition Inc. Facility Subordinated Claim agrees to any other treatment, each Holder of an Allowed Prepetition Inc. Facility Subordinated Claim shall receive such Holder's Pro Rata share of (a) 100% of the Reorganized One Dot Four Common Shares and 100% of the TVCC Common Shares; (b) 70% of the Reorganized One Dot Six Common Shares; and (c) Reorganized One Dot Six Preferred Shares having an original stated principal value of $75 million; provided, however, that the Class 4 treatment is subject to the Plan Transactions set forth in Article IV herein. For purposes of this Plan only, Harbinger agrees to accept Plan treatment in full satisfaction of its legal, equitable, and contractual rights.

(c) *Voting:* Class 4 is Unimpaired by the Plan because of its acceptance of its treatment under the Plan in full satisfaction of its legal, equitable, and contractual rights pursuant to sections 1123(a)(4) and 1124 of the Bankruptcy Code. Each Holder of a Class 4 Prepetition Inc. Facility Subordinated Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 4 Prepetition Inc. Facility Subordinated Claim is entitled to vote to accept or reject the Plan.

5. Class 5 – General Unsecured Claims

(a) *Classification*: Class 5 consists of all General Unsecured Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed General Unsecured Claim agrees to any other treatment, each Holder of an Allowed General Unsecured Claim against an individual Inc. Debtor shall receive Plan Consideration in the

form of Cash in an amount equal to the principal amount of such Allowed General Unsecured Claim, plus any accrued interest.

(c) *Voting*: Class 5 is Unimpaired by the Plan. Each Holder of a Class 5 General Unsecured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 5 General Unsecured Claim is entitled to vote to accept or reject the Plan.

6. Class 6 – Insider General Unsecured Claims

(a) *Classification*: Class 6 consists of all Insider General Unsecured Claims.

(b) *Treatment*: Holders of Allowed Insider General Unsecured Claims shall not receive any distribution from Plan Consideration on account of such Insider General Unsecured Claims.

(c) *Voting*: Class 6 is Impaired by the Plan. Each Holder of a Class 6 Insider General Unsecured Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. No Holder of a Class 6 Insider General Unsecured Claim is entitled to vote to accept or reject the Plan.

7. Class 7 – Existing Inc. Preferred Equity Interests

(a) *Classification*: Class 7 consists of all Existing Inc. Preferred Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Preferred Equity Interest held by the Other Existing Inc. Preferred Equity Interest Holders, on the Effective Date, except to the extent that an Other Existing Inc. Preferred Equity Interest Holder agrees to any other treatment, each Other Existing Inc. Preferred Equity Interest Holder shall receive Plan Consideration in the form of its Pro Rata share of 8.0% of the Reorganized One Dot Six Common Shares.

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Preferred Equity Interest held by SIG, on the Effective Date SIG shall receive 100% of the Reorganized LightSquared Inc. Common Shares.

(c) *Voting*: Class 7 is Impaired by the Plan. Each Holder of a Class 7 Existing Inc. Preferred Equity Interest as of the Voting Record Date is entitled to vote to accept or reject the Plan.

8. Class 8 – Existing Inc. Common Stock Equity Interests

(a) *Classification*: Class 8 consists of all Existing Inc. Common Stock Equity Interests.

(b) *Treatment*: Holders of Allowed Existing Inc. Common Stock Equity Interests shall not receive any distribution from Plan Consideration, or retain any Interest, on account of such Existing Inc. Common Stock Equity Interests.

(c) *Voting*: Class 8 is Impaired by the Plan. Each Holder of a Class 8 Existing Inc. Common Stock Equity Interest is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. No Holder of a Class 8 Existing Inc. Common Stock Equity Interest is entitled to vote to accept or reject the Plan.

9. Class 9 – Inc. Intercompany Interests

(a) *Classification*: Class 9 consists of all Inc. Intercompany Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Intercompany Interest, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that (i) a Holder of an Allowed Inc. Intercompany Interest agrees to any other treatment or (ii) different treatment is necessary, as determined by the Initial Investors, to effectuate the Plan Transactions (including as set forth in Article IV), each Allowed Inc. Intercompany Interest shall be Reinstated for the benefit of the Holder thereof.

(c) *Voting*: Class 9 is Unimpaired by the Plan. Each Holder of a Class 9 Inc. Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 9 Inc. Intercompany Interest is entitled to vote to accept or reject the Plan.

10. Class 10 – Inc. Intercompany Claims

(a) *Classification*: Class 10 consists of all Inc. Intercompany Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Inc. Intercompany Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Inc. Intercompany Claim agrees to any other treatment, each Allowed Inc. Intercompany Claim shall be Reinstated for the benefit of the Holder thereof.

(c) *Voting*: Class 10 is Unimpaired by the Plan. Each Holder of a Class 10 Inc. Intercompany Claim is presumed to have accepted the Plan pursuant

to section 1126(f) of the Bankruptcy Code. No Holder of a Class 10 Inc. Intercompany Claim is entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Inc. Debtors' rights in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims. The Plan, and the treatment hereunder of all Claims and Equity Interests, are predicated on either (i) all of the Prepetition LP Facility Claims having been or being satisfied in full pursuant to an LP Debtor Plan, or (ii) as provided in Article VII.C herein, the Bankruptcy Court issuing the Prepetition LP Facility Guarantee Claim Order expunging the Prepetition LP Facility Guarantee Claim or estimating the Prepetition LP Facility Guarantee Claim in the amount of zero dollars.

D. Acceptance or Rejection of Plan

1. Voting Classes Under Plan

Under the Plan, Class 7 is Impaired, and each Holder of a Class 7 as of the Voting Record Date is entitled to vote to accept or reject the Plan; provided, however, to the extent that any Class of Claims is satisfied in full, in Cash, from Plan Consideration, the Initial Investors reserve the right to (a) deem such Class as Unimpaired and (b) treat the Holders in such Class as conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Presumed Acceptance Under Plan

Under the Plan, (a) Classes 1, 2, 3, 4, 5, 9 and 10 are Unimpaired, (b) the Holders of Claims and Equity Interests in such Classes are conclusively presumed to have accepted the Plan, and (c) such Holders are not entitled to vote to accept or reject the Plan.

3. Presumed Rejection Under Plan

Under the Plan, (a) Classes 6 and 8 are Impaired, (b) the Holders of Claims and Equity Interests in such Classes are conclusively presumed to have rejected the Plan, and (c) such Holders are not entitled to vote to accept or reject the Plan.

4. Acceptance by Impaired Classes of Claims or Equity Interests

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

Pursuant to section 1126(d) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds (2/3) in amount of the Allowed Equity Interests in such

Class actually voting have voted to accept the Plan.

5. Presumed Acceptance by Non-Voting Classes

If a Class contains Claims or Equity Interests eligible to vote and no Holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Equity Interests in such Class.

E. Elimination of Vacant Classes

Any Class of Claims or Equity Interests that does not have a Holder of an Allowed Claim or Allowed Equity Interest, or a Claim or Equity Interest temporarily Allowed by the Bankruptcy Court as of the Confirmation Hearing Date, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Confirmation Pursuant to Section 1129(b) of Bankruptcy Code

To the extent that any Impaired Class votes to or is deemed to reject the Plan, the Initial Investors may request Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code. The Initial Investors reserve the right to alter, amend, modify, revoke, or withdraw this Plan or any document in the Plan Supplement, including amending or modifying it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

G. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Equity Interests, or any Class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF PLAN

A. Overview of Plan

The Plan contemplates, among other things, (1) $460 million in new debtor in possession financing (approximately $360 million of which will be converted into first lien exit financing), (2) $100 million in first lien revolving exit financing, (3) the issuance of new debt and equity instruments, (4) the assumption of certain liabilities, (5) the satisfaction in full of all Allowed Claims, and (6) the preservation of the Debtors' litigation claims.

B. Plan Transactions

The Confirmation Order shall be deemed to authorize, among other things, the Plan Transactions. On the Confirmation Date or the Effective Date, as applicable, or as soon thereafter as reasonably practicable, the Reorganized Inc. Debtors, with the consent of the Initial Investors, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and this Article

IV, including: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, reorganization, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (3) the filing of appropriate certificates of incorporation, formation, partnership, merger, amalgamation, consolidation, conversion or dissolution with the appropriate governmental authorities pursuant to applicable law; and (4) all other actions that the Inc. Debtors or Reorganized Inc. Debtors, as applicable, and the Initial Investors determine are necessary or appropriate.

C. Sources of Consideration for Plan Distributions

All consideration necessary for the Reorganized Inc. Debtors or Disbursing Agent to make Plan Distributions shall be obtained from the Plan Consideration. After the satisfaction of all Allowed Claims in accordance with the Plan, all remaining proceeds from the New DIP Facility and the One Dot Six Exit Facility shall be placed in a working capital reserve of Reorganized One Dot Six.

D. Certain Confirmation Date and Effective Date Plan Transactions

1. Confirmation Date Plan Transactions. Certain Plan Transactions occurring on or as soon as practicable after the Confirmation Date shall include, without limitation, the following:

   (a) Contemporaneously with the New DIP Closing Date, pursuant to the Inc. Facility Claim Purchase Agreement, SIG shall purchase from the Inc. Facility Claim Sellers all rights, title, and interest to the Acquired Inc. Facility Claims for $200 million.

   (b) The New DIP Obligors and the other relevant Entities shall enter into the New DIP Credit Agreement. On the New DIP Closing Date, subject to the terms of the New DIP Credit Agreement, the New DIP Lenders shall fund the New DIP Facility as follows: (i) SIG shall convert the Acquired Inc. Facility Claims into $200 million under the New Junior DIP Facility; (ii) Harbinger shall provide new financing in the amount of $100 million under the New Junior DIP Facility; (iii) the New Senior DIP Facility Lenders shall provide new financing in the amount of $160 million under the New Senior DIP Facility, in each instance in accordance with the Plan, Confirmation Order, New DIP Credit Agreement, and New DIP Order.

   (c) The Inc. Debtors shall use the proceeds of the New DIP Facility to, among other things, indefeasibly repay in full the Allowed DIP Inc. Claims and Allowed Prepetition Inc. Facility Non-Subordinated Claims (other than the Acquired Inc. Facility Claims, which shall be converted into the New Junior DIP Facility) and fund the working capital requirements of the Inc. Debtors prior to the Effective Date.

2. Effective Date Plan Transactions. Certain Plan Transactions occurring on or as soon as practicable after the Effective Date shall include, without limitation, the following:

(a) Certain Transactions Concerning Reorganized Inc. Debtors

(1) One Dot Six Corp. shall be reconstituted as a limited liability company with the appropriate governmental authorities pursuant to applicable law.

(2) Each of the Reorganized Inc. Debtors, other than Reorganized One Dot Six, shall contribute and/or distribute, as applicable, all such Entity's legal, equitable, and beneficial right, title, and interest in its Retained Causes of Action and the right to prosecute such Retained Causes of Action to Reorganized One Dot Six.

(3) Reorganized TMI and Reorganized LightSquared Investors Holdings Inc. shall distribute to Reorganized LightSquared Inc. their respective Equity Interests in LightSquared LP and LightSquared GP Inc., and Reorganized LightSquared Inc. shall contribute to Reorganized One Dot Six all such Equity Interests; provided that, both Reorganized TMI and Reorganized LightSquared Investors Holdings Inc. shall each retain 1% of the Equity Interest in LightSquared LP.

(4) Reorganized Inc. Debtors shall cause TVCC Holding Company, LLC to transfer to Harbinger, as Holder of Prepetition Inc. Facility Subordinated Claims, in partial satisfaction of such Claims, 100% of the TVCC Common Shares.

(b) Certain Transactions Concerning Reorganized One Dot Six

(1) Reorganized One Dot Six, the One Dot Six Exit Lenders, the One Dot Six Exit Agent and the other relevant Entities shall enter into the One Dot Six Exit Facility Agreement. The One Dot Six Exit Lenders shall (A) fund the One Dot Six Term Loan Facility by converting the New Senior DIP Facility Claims into the One Dot Six Term Loan Facility on the Effective Date and (B) provide commitments for the One Dot Six Revolving Loan Facility, in each instance in accordance with the Plan, the Confirmation Order, and the One Dot Six Exit Facility Agreement. The proceeds of the One Dot Six Exit Facility shall be used to, among other things, refinance the New Senior DIP Facility Claims, fund the Cash payments contemplated by the Plan to be made on the Effective Date and provide post-Effective Date working capital. The One Dot Six Exit Facility shall be secured by first priority Liens on the One Dot Six Exit Facility Collateral.

(2) Reorganized One Dot Six, Reorganized LightSquared Inc., the One Dot Six Second Lien Exit Agent and the other relevant Entities shall enter into the One Dot Six Second Lien Exit Facility Agreement. Reorganized One Dot Six shall issue to Reorganized LightSquared Inc. the One Dot Six Second Lien Exit Facility in connection with the recapitalization of Reorganized One Dot Six described in the immediately succeeding subsection. The One Dot Six Second Lien Exit Facility shall be secured by second priority Liens on the One Dot Six Exit Facility Collateral, junior to the Liens Securing the One Dot Six Exit Facility pursuant to the an intercreditor agreement.

(3) The Equity Interests in Reorganized One Dot Six shall be cancelled and in exchange Reorganized One Dot Six shall issue to Reorganized LightSquared Inc. (A) the One Dot Six Second Lien Exit Facility, (B) Reorganized One Dot Six Preferred Shares having an original stated principal value of $335 million and (C) 100% of the Reorganized One Dot Six Common Shares.

(c) Certain Transactions Concerning Reorganized LightSquared Inc.

(1) Reorganized LightSquared Inc. shall transfer to Harbinger, as a Holder of Prepetition Inc. Facility Claims, in partial satisfaction of such Claims, 100% of the Reorganized One Dot Four Common Shares.

(2) Reorganized LightSquared Inc. shall transfer to Holders of New Junior DIP Facility Claims (other than SIG) and Holders of Prepetition Inc. Facility Subordinated Claims in satisfaction of such Claims, (A) Reorganized One Dot Six Preferred Shares having an original stated principal value of $175 million and (B) 70% of the Reorganized One Dot Six Common Shares.

(3) Reorganized LightSquared Inc., SIG, the LightSquared Inc. Exit Facility Agent and the other relevant Entities shall enter into the LightSquared Inc. Exit Facility Agreement. Reorganized LightSquared Inc. shall issue the LightSquared Inc. Exit Facility to SIG in satisfaction of its New Junior DIP Facility Claims.

(4) Reorganized LightSquared Inc. shall transfer to the Other Existing Inc. Preferred Equity Interest Holders, in satisfaction for such Holders' Existing Inc. Preferred Equity Interests, 8.0% of the Reorganized One Dot Six Common Shares.

(5) Reorganized LightSquared Inc. shall issue to SIG, in satisfaction of its Existing Series B Preferred Equity Interests, 100% of the Reorganized Inc. Common Shares.

(d) Certain Transactions Concerning Harbinger

(1) Prior to the transfer of Reorganized One Dot Six Preferred Shares and One Dot Six Common Shares to the Holders of New Junior DIP Facility Claims and the Holders of Prepetition Inc. Facility Subordinated Claims in IV.D.2(c)(2) above, but after the distribution of Reorganized One Dot Four Common Shares and TVCC Common Shares to the Holders of Prepetition Inc, Facility Subordinated Claims, Harbinger shall contribute its Prepetition Inc. Facility Subordinated Claims to Reorganized One Dot Four and TVCC.

As a result of the foregoing Plan Transactions, (A) Reorganized One Dot Six shall directly or indirectly wholly own LightSquared GP Inc. and 98% of the Equity Interests in LightSquared LP; (B) Reorganized LightSquared Inc. shall retain its 100% direct or indirect ownership, as applicable, of Reorganized SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, LightSquared Investors Holdings Inc., SkyTerra Investors LLC, and TMI and, indirectly, 2% of the Equity Interests in LightSquared LP; (C) Reorganized LightSquared Inc. will own 22% of the Reorganized One Dot Six Common Shares; (D) Other Existing Inc. Preferred Equity Interest Holders will own 8% of Reorganized One Dot Six Common Shares; (E) Reorganized One Dot Four and TVCC will own, collectively, 70% of Reorganized One Dot Six Common Shares; (f) SIG will own 100% of Reorganized LightSquared Inc. Common Shares; and (G) Harbinger will own 100% of Reorganized One Dot Four Common Shares and TVCC Common Shares.

E. One Dot Six Exit Facility

On the Effective Date, Reorganized One Dot Six and the other relevant Entities shall enter into the One Dot Six Exit Facility Agreement and the One Dot Six Exit Facility shall be funded as set forth in Article IV.D.2 hereof. The One Dot Six Exit Facility shall permit Reorganized One Dot Six to incur the One Dot Six Revolving Loan Facility. Reorganized One Dot Six shall use the One Dot Six Exit Facility for the purposes specified in the Plan, the One Dot Six Exit Facility Agreement, and the other governing documents.

Consummation of the Plan shall constitute, upon the occurrence of the Effective Date, (1) approval of the One Dot Six Exit Facility and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by Reorganized One Dot Six in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (2) authorization for Reorganized One Dot Six to enter into and execute the One Dot Six Exit Facility Agreement and such other documents as may be required or appropriate. On the Effective Date, the One Dot Six Exit Facility, together with any new promissory notes evidencing the obligation of Reorganized One Dot Six and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by Reorganized One Dot Six pursuant to the One Dot Six Exit Facility and any related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the One Dot Six Exit Facility Agreement and the related documents. Neither Reorganized LightSquared Inc.,

Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries after the Effective Date shall be obligors for, nor be liable for any obligations arising under, the One Dot Six Exit Facility.

F. One Dot Six Second Lien Exit Facility

On the Effective Date, Reorganized One Dot Six and the other relevant Entities shall enter into the One Dot Six Second Lien Exit Facility Agreement and the One Dot Six Second Lien Exit Facility shall be funded as set forth in Article IV.D.2 hereof. Reorganized One Dot Six shall use the One Dot Six Second Lien Exit Facility for the purposes specified in the Plan, the One Dot Six Second Lien Exit Facility Agreement, and the other governing documents.

Consummation of the Plan shall constitute, upon the occurrence of the Effective Date, (1) approval of the One Dot Six Second Lien Exit Facility and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by Reorganized One Dot Six in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (2) authorization for Reorganized One Dot Six to enter into and execute the One Dot Six Second Lien Exit Facility Agreement and such other documents as may be required or appropriate. On the Effective Date, the One Dot Six Second Lien Exit Facility, together with any new promissory notes evidencing the obligation of Reorganized One Dot Six and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by Reorganized One Dot Six pursuant to the One Dot Six Second Lien Exit Facility and any related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the One Dot Six Second Lien Exit Facility Agreement and the related documents. Neither Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries after the Effective Date shall be obligors for, nor be liable for any obligations arising under, the One Dot Six Second Lien Exit Facility.

G. LightSquared Inc. Exit Facility

On the Effective Date, Reorganized LightSquared Inc. and the other relevant Entities shall enter into the LightSquared Inc. Exit Facility Agreement and the LightSquared Inc. Exit Facility shall be funded as set forth in Article IV.D.2 hereof. Reorganized LightSquared Inc. shall use the LightSquared Inc. Exit Facility for the purposes specified in the Plan, the LightSquared Inc. Exit Facility Agreement, and the other governing documents.

Consummation of the Plan shall constitute, upon the occurrence of the Effective Date, (1) approval of the LightSquared Inc. Exit Facility and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by Reorganized LightSquared Inc. in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (2) authorization for Reorganized LightSquared Inc. to enter into and execute the LightSquared Inc. Exit Facility Agreement and such other documents as may be required or appropriate. On the Effective Date, the LightSquared Inc. Exit Facility, together with any new promissory notes evidencing the obligation of Reorganized LightSquared Inc. and all other documents, instruments, mortgages,

and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by Reorganized LightSquared Inc. pursuant to the LightSquared Inc. Exit Facility and any related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the LightSquared Inc. Exit Facility Agreement and the related documents. Neither Reorganized One Dot Six, Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries after the Effective Date shall be obligors for, nor be liable for any obligations arising under, the LightSquared Inc. Exit Facility.

H. Issuance of Reorganized Inc. Debtors Equity Interests; Reinstatement of Intercompany Claims and Intercompany Interests

On the Effective Date or as soon thereafter as reasonably practicable, except as otherwise provided herein, (1) the Reorganized Inc. Debtors shall issue the Reorganized LightSquared Inc. Common Shares for distribution to the eligible Holders of Allowed Claims and Allowed Interests, and the other Entities hereunder, as applicable, in accordance with the Plan and other governing documents, and (2) all Intercompany Claims and Intercompany Interests shall be Reinstated for the benefit of the Holders thereof. The issuance of the Reorganized LightSquared Inc. Common Shares, the Reorganized One Dot Six Interests, and the Reinstatement of the Intercompany Claims and Intercompany Interests to the extent provided for in the Plan are authorized without the need for any further corporate action or without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity. All of the Reorganized Inc. Debtors Equity Interests issued (or Reinstated) pursuant to the Plan shall be duly authorized, validly issued, and, if applicable, fully paid, and non-assessable.

The applicable Reorganized Inc. Debtors Corporate Governance Documents shall contain provisions necessary to (1) except as consented to by the initial holder thereof, prohibit the issuance of nonvoting equity securities as required by section 1123(a)(6) of the Bankruptcy Code, subject to further amendments of the applicable Reorganized Inc. Debtors Corporate Governance Documents as permitted by applicable law, and (2) effectuate the provisions of the Plan, in each case without any further action by the holders of the Reorganized Inc. Debtors Equity Interests or directors of the Inc. Debtors or the Reorganized Inc. Debtors.

I. Section 1145 and Other Exemptions

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the Reorganized Inc. Debtors Equity Interests shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act, and any other applicable state and federal law requiring registration or delivery of a prospectus prior to the offering, issuance, distribution, or sale of securities.

In addition, under section 1145 of the Bankruptcy Code, any securities contemplated by the Plan and any and all agreements incorporated therein, including the Reorganized Inc. Debtors Equity Interests shall be subject to (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (2) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments, (3) the

restrictions, if any, on the transferability of such securities and instruments, including those set forth in the Reorganized Inc. Debtors Corporate Governance Documents, and (4) applicable regulatory approval, if any.

J. Reorganized One Dot Six Interest Holders Agreement

On the Effective Date, Reorganized One Dot Six and each holder of Reorganized One Dot Six Equity Interests shall enter into and deliver the Reorganized One Dot Six Interest Holders Agreement. Consummation of the Plan shall constitute, upon the occurrence of the Effective Date, (1) approval of the Reorganized One Dot Six Interest Holders Agreement and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by Reorganized One Dot Six and (2) authorization for Reorganized One Dot Six and each holder of Reorganized One Dot Six Equity Interests to enter into and execute the Reorganized One Dot Six Interest Holders Agreement and such other documents that may be required or appropriate. On the Effective Date, the Reorganized One Dot Six Interest Holders Agreement, together with all other documents, instruments and agreements to be entered into, delivered or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each holder of Reorganized One Dot Six Equity Interests shall be bound thereby.

K. Listing of Reorganized Inc. Debtors Equity Interests; Reporting Obligations

The Reorganized Inc. Debtors shall not be (1) obligated to list any of the Reorganized Inc. Debtors Equity Interests on a national securities exchange, (2) reporting companies under the Securities Exchange Act, (3) required to file reports with the Securities and Exchange Commission or any other entity or party, or (4) required to file monthly operating reports, or any other type of report, with the Bankruptcy Court after the Effective Date.

L. Indemnification Provisions in Reorganized Inc. Debtors Corporate Governance Documents

As of the Effective Date, the Reorganized Inc. Debtors Corporate Governance Documents of Reorganized One Dot Six shall provide for the indemnification, defense, reimbursement, exculpation, and limitation of liability of, and advancement of fees and expenses to, the Reorganized Inc. Debtors' current and former directors, managers, officers, employees, or agents at least to the same extent as the organizational documents of each of the respective Inc. Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, or asserted or unasserted, and, other than Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC and their respective wholly owned subsidiaries after the Effective Date, none of the Reorganized Inc. Debtors shall amend or restate the applicable Reorganized Inc. Debtors Governance Documents before or after the Effective Date to terminate or materially adversely affect any of such Reorganized Inc. Debtors' obligations to provide such indemnification rights or such directors', officers', employees', or agents' indemnification rights.

M. Corporate Governance

As shall be set in the Reorganized Inc. Debtors Corporate Governance Documents, the Reorganized Inc. Debtors Boards shall consist of a number of members, and appointed in a manner to be agreed upon by the Initial Investors or otherwise provided in the Reorganized Inc. Debtors Corporate Governance Documents.

In accordance with section 1129(a)(5) of the Bankruptcy Code, the Initial Investors shall disclose the following at, or prior to, the Confirmation Hearing: (1) the identities and affiliations of any Person proposed to serve as a member of the Reorganized Inc. Debtors Boards or officer of the Reorganized Inc. Debtors and (2) the nature of compensation for any officer employed or retained by the Reorganized Inc. Debtors who is an "insider" under section 101(31) of the Bankruptcy Code.

N. Vesting of Assets in Reorganized Inc. Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, on the Effective Date, notwithstanding any prohibition of assignability under applicable non-bankruptcy law and in accordance with section 1141 of the Bankruptcy Code, all property in each Estate of the Inc. Debtors, and any property acquired by any of the Inc. Debtors pursuant to the Plan shall vest in each respective Reorganized Inc. Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for (1) any Liens granted to secure the One Dot Six Exit Facility, the One Dot Six Second Lien Exit Facility or the LightSquared Inc. Exit Facility and any rights of any of the parties under any One Dot Six Exit Facility Agreement, One Dot Six Second Lien Exit Facility Agreement or the LightSquared Inc. Exit Facility Agreement, or any of the related documents, and (2) any rights of any of the parties under any of the Reorganized Inc. Debtors Corporate Governance Documents) without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

On and after the Effective Date of the Plan, except as otherwise provided in the Plan, each Reorganized Inc. Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims or Retained Causes of Action without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject to Article IV.D.2(a)(2).

O. Cancellation of Securities and Agreements

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Inc. Debtors under the New DIP Facility, DIP Inc. Facility, the Prepetition Loan Documents, the Existing Shares, and any other Certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors giving rise to any Claim or Equity Interest (except such Certificates, Equity Interests, notes, or other instruments or documents evidencing indebtedness or obligations of the Inc. Debtors that may be Reinstated pursuant to the Plan), shall be cancelled solely as to the Inc. Debtors, and the Reorganized Inc. Debtors shall not have any continuing obligations thereunder; and (2) the obligations of the Inc. Debtors pursuant, relating, or pertaining to any agreements, indentures,

certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, Certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Inc. Debtors (except such agreements, Certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; provided, however, any agreement that governs the rights of the Holder of a Claim or Equity Interest shall continue in effect solely for the purposes of allowing such Holders to receive Plan Distributions under the Plan; provided, further, the preceding proviso shall not affect the discharge of Claims or Equity Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Inc. Debtors.

P. Corporate Existence

Except as otherwise provided in the Plan or as contemplated by the Plan Transactions, each Inc. Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, unlimited liability company, partnership, or other form, as applicable, with all the powers of a corporation, limited liability company, unlimited liability company, partnership, or other form, as applicable, pursuant to the applicable law in the jurisdiction in which each applicable Inc. Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

Q. Corporate Action

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Equity Interests, directors, managers, or officers of the Debtors, the Reorganized Inc. Debtors, or any other Entity or Person, including, without limitation, the following: (1) execution of, and entry into, the One Dot Six Exit Facility Agreement, One Dot Six Second Lien Exit Facility Agreement, LightSquared Inc. Exit Facility Agreement, the Reorganized Inc. Debtors Corporate Governance Documents, and such other documents as may be required or appropriate with respect to the foregoing; (2) consummation of the reorganization and restructuring transactions contemplated by the Plan and performance of all actions and transactions contemplated thereby; (3) rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (4) selection of the members of the Reorganized Inc. Debtors Boards, managers and officers for the Reorganized Inc. Debtors; (5) the issuance and distribution of the Reorganized Inc. Debtors Equity Interests; and (6) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Inc. Debtors, and any company action required by the Inc. Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or

officers of the Inc. Debtors.

On or, as applicable, prior to the Effective Date, the appropriate officers, managers, or authorized person of the Inc. Debtors (including, any president, vice-president, chief executive officer, treasurer, general counsel, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name, and on behalf, of the Inc. Debtors, including, as appropriate: (1) the One Dot Six Exit Facility Agreement; (2) the One Dot Six Second Lien Exit Facility Agreement; (3) the LightSquared Inc. Exit Facility Agreement; (4) the Reorganized Inc. Debtors Corporate Governance Documents; and (5) any and all other agreements, documents, securities, and instruments related to the foregoing. The authorizations and approvals contemplated by this Article IV.O shall be effective notwithstanding any requirements under non-bankruptcy law.

R. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Inc. Debtors and the officers and members of the boards of directors thereof, are authorized and directed to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name, and on behalf, of the Reorganized Inc. Debtors, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

S. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from an Inc. Debtor to a Reorganized Inc. Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan, or pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Inc. Debtors, (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, FCC filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

T. Preservation of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article IV.D.2(a)(2) and Article VIII hereof, the Reorganized Inc. Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any Retained Causes of Actions, and the Reorganized Inc. Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Inc. Debtors, subject to Article IV.D.2(a)(2), may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Inc. Debtors. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Inc. Disclosure Statement to any Cause of Action against them as any indication that the Inc. Debtors or the Reorganized Inc. Debtors, as applicable, shall not pursue any and all available Causes of Action against them. The Debtors or the Reorganized Inc. Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, subject to Article IV.D.2(a)(2) and except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Inc. Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that an Inc. Debtor may hold against any Entity shall vest in the Reorganized Inc. Debtors, as applicable, subject to Article IV.D.2(a)(2). The Reorganized Inc. Debtors, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Inc. Debtors, subject to Article IV.D.2(a)(2), shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Inc. Debtors reserve and shall retain the foregoing Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan or the release, transfer or settlement of any such Cause of Action by the LP Debtors.

U. Assumption of D&O Liability Insurance Policies

To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, then, notwithstanding anything in the Plan to the contrary, the Inc. Debtors shall be deemed to have assumed all of the Inc. Debtors' unexpired D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date; provided that, all D&O Liability Insurance Policies to which Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC or any of their respective wholly owned subsidiaries after the Effective Date would be a counterparty or obligor shall be assigned to Reorganized One Dot Six on the Effective Date and neither Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries after the Effective Date shall have any liability or obligations with respect to any D&O Liability Insurance Policies. Entry of the

Confirmation Order shall constitute the Bankruptcy Court's approval of the Inc. Debtors' foregoing assumption and, as applicable, assignment of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, but without limiting the proviso in the first sentence of this paragraph, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Inc. Debtors under the Plan as to which no Proof of Claim need be filed.

In addition, but subject to the proviso in the first sentence of the first paragraph of this Article IV.U, after the Effective Date, none of the Reorganized Inc. Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect on the Petition Date, with respect to conduct occurring prior thereto, and all directors and officers of the Inc. Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date. As of the Effective Date, Reorganized One Dot Six anticipates purchasing and maintaining continuing director and officer insurance coverage for a tail period of six (6) years.

V. Employee and Retiree Benefits

Except as otherwise provided in the Plan, on and after the Effective Date, Reorganized One Dot Six shall assume and continue to perform the Inc. Debtors' obligations to: (1) honor, in the ordinary course of business, any contracts, agreements, policies, programs, and plans, in each case to the extent disclosed in the Inc. Disclosure Statement or the First Day Pleadings, for, among other things, compensation and wages (including equity based and bonus compensation), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, severance or termination benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Inc. Debtors who served in such capacity at any time; and (2) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date; provided, however, the Inc. Debtors' or Reorganized Inc. Debtors' performance of any employment agreement shall not entitle any Person or Entity to any benefit or alleged entitlement under any policy, program, or plan that has expired or been terminated before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program, or plan. In addition, as of the Effective Date, (1) Equity Interests granted to an existing employee of the Inc. Debtors pursuant to any equity plan maintained by the Inc. Debtors or under any existing employment agreement of the Inc. Debtors, and any such applicable equity plan, shall be (a) fully vested and (b) cancelled and terminated and (2) Holders of such Equity Interests shall be treated in accordance with Article III.B.7 hereof; provided, further, the applicable Reorganized Inc. Debtors Boards shall maintain the discretion to execute and implement agreements or plans that grant employees of the applicable Reorganized Inc. Debtors awards of stock options, equity appreciation rights, restricted equity, phantom equity, or any other cash or performance-based awards as the Reorganized Inc. Debtors Boards deem appropriate.

Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Inc. Debtors'

defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid to the extent required by applicable law.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein (including Article IV.S hereof), each Executory Contract and Unexpired Lease shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (a) is listed on the Schedule of Assumed Agreements in the Plan Supplement; (b) has been previously assumed, assumed and assigned, or rejected by the Debtors by Final Order of the Bankruptcy Court or has been assumed, assumed and assigned, or rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (c) is the subject of a motion to assume, assume and assign, or reject pending as of the Effective Date; (d) is an Intercompany Contract; or (e) is otherwise assumed, or assumed and assigned, pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Non-Debtor parties to Executory Contracts or Unexpired Leases that are rejected as of the Effective Date shall have the right to assert a Claim on account of the rejection of such Executory Contracts or Unexpired Leases, including under section 502(g) of the Bankruptcy Code; provided, however, the non-Debtor parties must comply with Article V.B hereof.

Any Executory Contract and Unexpired Lease not previously assumed, assumed and assigned, or rejected by an order of the Bankruptcy Court, and not listed on the Schedule of Assumed Agreements in the Plan Supplement, shall be rejected on the Effective Date.

2. Assumption of Executory Contracts and Unexpired Leases

In connection with the Confirmation and Consummation of the Plan, the Initial Investors shall designate the Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, pursuant to, and in accordance with, the Plan. On the Effective Date, the Inc. Debtors shall assume, or assume and assign, all of the Executory Contracts and Unexpired Leases listed on the Schedule of Assumed Agreements in the Plan Supplement; provided that, all assumed Executory Contracts and Unexpired Leases to which Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC or any of their respective wholly owned subsidiaries after the Effective Date would be a counterparty or obligor shall be assigned to Reorganized One Dot Six on the Effective Date and neither Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries after the Effective Date shall have any liability or obligations with respect to any such Executory Contracts and Unexpired Leases.

With respect to each such Executory Contract and Unexpired Lease listed on the Schedule of Assumed Agreements in the Plan Supplement, the Initial Investors (upon consultation with the Inc. Debtors) shall have designated a proposed amount of the Cure Costs, and the assumption, or assumption and assignment, of such Executory Contract and Unexpired Lease may be conditioned upon the disposition of all issues with respect to such Cure Costs. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any such assumptions, or assumptions and assignments, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed, or assumed and assigned, in the Chapter 11 Cases, including hereunder, except Proofs of Claim asserting Cure Costs pursuant to the order approving such assumption, or assumption and assignment, including the Confirmation Order, shall be deemed disallowed and expunged from the Claims Register as of the Effective Date without any further notice to, or action, order, or approval of, the Bankruptcy Court.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Notwithstanding anything in the Claims Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease, including pursuant hereto, gives rise to a Claim by the non-Debtor party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Inc. Debtors, their respective successors, or their respective property unless a Proof of Claim is Filed and served on the Reorganized Inc. Debtors no later than thirty (30) days after the Effective Date. All Allowed Claims arising from the rejection of the Inc. Debtors' Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B.5 hereof and all payments thereon, if any, shall be solely paid by, and the obligation of, Reorganized One Dot Six. After the Effective Date, neither Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries shall have any obligations with respect to the Allowed Claims arising from the rejection of the Inc. Debtors' Executory Contracts and Unexpired Leases.

C. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed Pursuant to Plan

With respect to any Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, pursuant hereto, all Cure Costs shall be satisfied at the option of the Initial Investors or Reorganized Inc. Debtors, as applicable, (1) by payment of the Cure Costs in Cash on the Effective Date or as soon thereafter as reasonably practicable or (2) on such other terms as the parties to each such Executory Contract or Unexpired Lease may otherwise agree without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity. Cure Costs to be paid in accordance with the Plan shall be solely paid by, and the obligation of, Reorganized One Dot Six and, after the Effective Date, neither Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries shall have any obligations with respect to the Cure Costs.

In accordance with the Bid Procedures Order, on November 22, 2013, the Debtors Filed

with the Bankruptcy Court and served upon all counterparties to such Executory Contracts and Unexpired Leases, a notice regarding any potential assumption, or assumption and assignment, of their Executory Contracts and Unexpired Leases and the proposed Cure Costs in connection therewith, which notice (1) listed the applicable Cure Costs, if any, (2) described the procedures for filing objections to the proposed assumption, assumption and assignment, or Cure Costs, and (3) explained the process by which related disputes shall be resolved by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to any potential assumption, assumption and assignment, or related Cure Costs must have been Filed, served, and actually received by (1) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, counsel to the Debtors, and (2) any other notice parties identified on the notice no later than 4:00 p.m. (prevailing Eastern time) on November 29, 2013; provided, however, that any objection by a counterparty to an Executory Contract or Unexpired Lease solely to the Reorganized Inc. Debtors' financial wherewithal must be Filed, served, and actually received by the appropriate notice parties no later than August 8, 2014, at 4:00 p.m. (prevailing Eastern time) (the "Financial Wherewithal Objection Deadline"). Any counterparty to an Executory Contract or Unexpired Lease that has failed to timely object to the proposed assumption, assumption and assignment, or Cure Costs shall be deemed to have assented to such assumption, assumption and assignment, or Cure Costs, as applicable.

In the event of a dispute regarding the ability of the Reorganized Inc. Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under such Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, the payment of any Cure Costs shall be made by Reorganized One Dot Six following the entry of a Final Order resolving the dispute and approving the assumption, or assumption and assignment, of such Executory Contract or Unexpired Lease; provided, however, the Reorganized Inc. Debtors may settle any dispute without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity; provided, further, notwithstanding anything to the contrary herein, prior to the Effective Date or such other date as determined by the Bankruptcy Court and prior to the entry of a Final Order resolving any dispute and approving the assumption, or assumption and assignment, of such Executory Contract or Unexpired Lease, the Initial Investors and the Reorganized Inc. Debtors reserve the right, to reject any Executory Contract or Unexpired Lease which is subject to dispute.

Assumption, or assumption and assignment, of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed, or assumed and assigned, Executory Contract or Unexpired Lease at any time prior to the effective date of assumption, or assumption and assignment.

D. Pre-existing Obligations to Inc. Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Inc. Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Inc. Debtors and Reorganized Inc. Debtors expressly reserve and do not waive any

right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Inc. Debtors or the Reorganized Inc. Debtors, as applicable, from non-Debtor counterparties to rejected Executory Contracts or Unexpired Leases.

E. Intercompany Contracts, Contracts, and Leases Entered into After Petition Date, Assumed Executory Contracts, and Unexpired Leases

The obligations arising under any (1) Intercompany Contracts, (2) contracts and leases entered into after the Petition Date by any Inc. Debtor to the extent not rejected prior to the Effective Date, and (3) any Executory Contracts and Unexpired Leases assumed, or assumed and assigned, by any Inc. Debtor and not rejected prior to the Effective Date, may be performed by the applicable Reorganized Inc. Debtor in the ordinary course of business; provided that, any such contracts and leases described in the foregoing clauses (1) through (3) to which Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC or any of their respective wholly owned subsidiaries after the Effective Date are a counterparty or obligor shall be assigned to Reorganized One Dot Six, and neither Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC nor any of their respective wholly owned subsidiaries after the Effective Date shall retain any obligations or liabilities thereunder.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed, or assumed and assigned, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or is rejected under the Plan.

Modifications, amendments, supplements, and restatements to Executory Contracts and Unexpired Leases that have been executed by the Inc. Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease by the Initial Investors on any exhibit to the Plan Supplement, nor anything contained in the Plan, shall constitute an admission that any such contract or lease is or is not, in fact, an Executory Contract or Unexpired Lease or that the Inc. Debtors, or their respective Affiliates, have any liability thereunder. The Initial Investors reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Agreements until and including the Effective Date or as otherwise provided by Bankruptcy Court order.

H. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain

jurisdiction with respect to any consensual request to extend the deadline for assuming, assuming and assigning, or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distribution Record Date

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the Inc. Debtors, the DIP Inc. Agent, the New DIP Agent, the Prepetition Inc. Agent, or their respective agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Equity Interests without the consent of the Initial Investors and the Inc. Debtors. The Initial Investors and the Reorganized Inc. Debtors, as applicable, shall have no obligation to recognize any transfer of the Claims or Equity Interests occurring on or after the Distribution Record Date. The Initial Investors and the Reorganized Inc. Debtors, as applicable, shall be entitled to recognize and deal for all purposes hereunder only with those record Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

B. Timing and Calculation of Amounts To Be Distributed

Unless otherwise provided in the Plan, on the Effective Date or as soon thereafter as reasonably practicable (or if a Claim is not Allowed on the Effective Date, on the date that such a Claim is Allowed, or as soon thereafter as reasonably practicable), each Holder of an Allowed Claim shall receive the full amount of the Plan Distribution that such Holder is entitled to pursuant to the Plan; provided, however, (i) Allowed Administrative Claims with respect to liabilities incurred by the Inc. Debtors in the ordinary course of business during the Chapter 11 Cases, or assumed by the Inc. Debtors prior to the Effective Date, shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice and (ii) the Allowed DIP Inc. Facility Claims and Allowed Prepetition Inc. Facility Non-Subordinated Claims (other than the Acquired Inc. Facility Claims) shall be repaid in full on the New DIP Closing Date with the proceeds of the New DIP Facility.

Upon the Consummation of the Plan (subject to the terms hereof, including Article IV), the Reorganized Inc. Debtors Equity Interests shall be deemed to be issued to (and the Intercompany Interests, shall be deemed to be Reinstated for the benefit of), as of the Effective Date, the eligible Holders of Allowed Claims, and the other eligible Entities hereunder, as applicable, without the need for further action by the Initial Investors, any Inc. Debtor, Disbursing Agent, Reorganized Inc. Debtor, or any other Entity, including, without limitation, the issuance or delivery of any certificate evidencing any such debts, securities, shares, units, or interests, as applicable. Except as otherwise provided herein, the eligible Holders of Allowed Claims and Equity Interests, and the other eligible Entities hereunder entitled to receive Plan Distributions pursuant to the terms of the Plan shall not be entitled to interest, dividends, or accruals on such Plan Distributions, regardless of whether such Plan Distributions are delivered

on or at any time after the Effective Date.

C. Disbursing Agent

All Plan Distributions shall be made by the Reorganized Inc. Debtors as Disbursing Agent or such other Entity designated by the Reorganized Inc. Debtors or the Initial Investors as a Disbursing Agent. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that a Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be as agreed by and between the Reorganized Inc. Debtors and such Disbursing Agent.

Plan Distributions of Plan Consideration under the Plan shall be made by the Reorganized Inc. Debtors to the Disbursing Agent for the benefit of Holders of Allowed Claims and Equity Interests, and the other eligible Entities hereunder, as applicable. All Plan Distributions by the Disbursing Agent shall be at the discretion of the Reorganized Inc. Debtors and the Initial Investors, and the Disbursing Agent shall not have any liability to any Entity for Plan Distributions made by them under the Plan.

D. Rights and Powers of Disbursing Agent

1. Powers of Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all Plan Distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

2. Expenses Incurred on or After Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorneys' fees and expenses) made by the Disbursing Agent, shall be paid in Cash by Reorganized One Dot Six.

E. Plan Distributions on Account of Claims Allowed After Effective Date

1. Payments and Plan Distributions on Disputed Claims

Plan Distributions made after the Effective Date to Holders of Claims that are not Allowed as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Effective Date.

2. Special Rules for Plan Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial Plan Distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order.

F. Delivery of Plan Distributions and Undeliverable or Unclaimed Plan Distributions

1. Delivery of Plan Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make Plan Distributions to Holders of Allowed Claims and Equity Interests at the address for each such Holder as indicated on the Reorganized Inc. Debtors' records as of the date of any such Plan Distribution; provided, however, the manner of such Plan Distributions shall be determined at the discretion of the Reorganized Inc. Debtors; provided, further, the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder. Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Disbursing Agent by check or by wire transfer.

Except as set forth in Article VI.F.4 and VI.F.5 hereof, each Plan Distribution referred to in Article VI hereof shall be governed by the terms and conditions set forth herein applicable to such Plan Distribution and by the terms and conditions of the instruments evidencing or relating to such Plan Distribution, which terms and conditions shall bind each Entity receiving such Plan Distribution.

2. Delivery of Plan Distributions to Holders of Allowed DIP Inc. Facility Claims

The Plan Distributions provided for Allowed DIP Inc. Facility Claims pursuant to Article II.D hereof shall be made to the DIP Inc. Agent on the New DIP Closing Date.

3. Delivery of Plan Distributions to Holders of Allowed New DIP Facility Claims

The Plan Distributions provided for Allowed New DIP Facility Claims pursuant to Article II.E hereof shall be made to the New DIP Agent. To the extent possible, the Reorganized Inc. Debtors and the Disbursing Agent shall provide that the applicable Plan Consideration is eligible to be distributed to the New DIP Lenders at the direction of the New DIP Agent.

4. Delivery of Plan Distributions to Holders of Allowed Prepetition Inc. Facility Claims

The Plan Distribution provided by Article III.B.3 and Article III.B.4. hereof shall be made to the Prepetition Inc. Agent. To the extent possible, the Reorganized Inc. Debtors and the Disbursing Agent shall provide that the applicable Plan Consideration is eligible to be distributed to the Prepetition Inc. Lenders at the direction of the Prepetition Inc. Agent.

5. Minimum Plan Distributions

Notwithstanding anything herein to the contrary, the Disbursing Agent shall not be required to make Plan Distributions or payments of Cash of less than the amount of $100 and shall not be required to make partial Plan Distributions or payments of fractions of dollars. Whenever any payment or Plan Distributions of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or Plan Distribution shall reflect a rounding of such fraction to the nearest whole dollar, with half dollars or less being rounded down. The Disbursing Agent shall not be required to make partial or fractional Plan Distributions of Reorganized Inc. Debtors Equity Interests and such fractions shall be deemed to be zero.

6. Undeliverable Plan Distributions and Unclaimed Property

In the event that any Plan Distribution to any Holder is returned as undeliverable, no Plan Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such Plan Distribution shall be made to such Holder without interest; provided, however, such Plan Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Inc. Debtors (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property shall be discharged and forever barred.

G. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Inc. Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Plan Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Inc. Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Plan Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Plan Distributions pending receipt of information necessary to facilitate such Plan Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Inc. Debtors reserve the right to allocate all Plan Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Plan Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent that the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. Setoffs

Except as otherwise expressly provided for in the Plan, each Inc. Debtor or Reorganized Inc. Debtor, as applicable, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a

Claim, may set off against any Allowed Claim and the Plan Distributions to be made pursuant to the Plan on account of such Allowed Claim (before any Plan Distribution is made on account of such Allowed Claim) any claims, rights, and Causes of Action of any nature that such Inc. Debtor or Reorganized Inc. Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Inc. Debtor or Reorganized Inc. Debtor, as applicable, of any such claims, rights, or Causes of Action that such Reorganized Inc. Debtor may possess against such Holder. In no event shall any Holder of Claims be entitled to set off any Claim against any claim, right, or Cause of Action of the Inc. Debtor or Reorganized Inc. Debtor, as applicable, unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 or otherwise.

I. Recoupment

In no event shall any Holder of Claims against the Inc. Debtors be entitled to recoup any such Claim against any claim, right, or Cause of Action of the Inc. Debtors or the Reorganized Inc. Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Inc. Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Inc. Debtors or the Reorganized Inc. Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not an Inc. Debtor or a Reorganized Inc. Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a Plan Distribution on account of such Claim and receives payment from an Entity that is not an Inc. Debtor or a Reorganized Inc. Debtor on account of such Claim, such Holder shall, within two (2) weeks of receipt thereof, repay or return the Plan Distribution to the applicable Reorganized Inc. Debtor, to the extent that the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Plan Distribution under the Plan. The failure of such Holder to timely repay or return such Plan Distribution shall result in the Holder owing the applicable Reorganized Inc. Debtor annualized interest at the Federal Judgment Rate on such amount owed for each calendar day after the two (2)-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No Plan Distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Inc. Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Inc. Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be Filed and without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, Plan Distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Inc. Debtors, the Reorganized Inc. Debtors, or any other Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims

After the Effective Date, the Reorganized Inc. Debtors shall have and retain any and all rights and defenses that the Inc. Debtors had with respect to any Claim immediately prior to the Effective Date. Except as expressly provided herein, no Claim shall become Allowed unless and until such Claim is deemed Allowed under Article I.A.5 hereof or the Bankruptcy Code.

B. Claims Administration Responsibilities

Except as otherwise provided in the Plan, after the Effective Date, the Reorganized Inc. Debtors shall have the sole and exclusive authority to (1) File, withdraw, or litigate to judgment, objections to Claims, (2) settle or compromise any Disputed Claim without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity, and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

The Reorganized Inc. Debtors shall maintain the Disputed Claims Reserve on account of the Disputed Claims or, at its discretion, shall reserve sufficient availability under the One Dot Six Revolving Loan Facility to satisfy the Disputed Claims. The Disputed Claims Reserve or the reserved amount of the One Dot Six Revolving Loan Facility may be adjusted from time to time, and funds previously held in the Disputed Claims Reserve (if any) on account of Disputed Claims that have subsequently become Disallowed Claims shall be released from such reserve and used to fund the other reserves and Plan Distributions.

C. Estimation of Claims

Before the Effective Date, the Initial Investors, and after the Effective Date, the Reorganized Inc. Debtors, may at any time request that the Bankruptcy Court estimate (1) any Disputed Claim pursuant to applicable law and (2) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any Entity previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection.

The Bankruptcy Court shall retain jurisdiction to estimate any Claim, any group of Claims, or any Class of Claims, at any time during litigation concerning any objection, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute either (1) the Allowed amount of such Disputed Claim, (2) a maximum limitation on such Disputed Claim, or (3) in the event such Disputed Claim is estimated in connection with the estimation of other Claims within the same Class, a maximum limitation on the aggregate amount of Allowed Claims on account of such Disputed Claims so estimated, in each case for all purposes under the Plan (including for purposes of Plan Distributions); provided, however, the Initial Investors or Reorganized Inc. Debtors may elect to pursue supplemental proceedings to object to any ultimate allowance of any Disputed Claim and any ultimate Plan Distributions on such Claim. Notwithstanding any provision in the Plan to the contrary, a Claim that has been disallowed or expunged from the Claims Register or stock transfer ledger or similar register of the applicable Inc. Debtor, as applicable, but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars unless otherwise ordered by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated.

The Initial Investors will seek entry of the Prepetition LP Facility Guarantee Claim Order from the Bankruptcy Court estimating the Prepetition LP Facility Guarantee Claim in the amount of zero dollars and/or expunging the Prepetition LP Facility Guarantee Claim and any Liens securing any such Claims on the assets of the Inc. Debtors.

All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied, superseded, or compromised in full may be expunged on the Claims Register or stock transfer ledger or similar register of the applicable Inc. Debtor, as applicable, by the Reorganized Inc. Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Inc. Debtors, in both cases without a Claims objection having to be Filed and without any further notice to, or action, order, or approval of,

the Bankruptcy Court or any other Entity. Additionally, any Claim that is duplicative or redundant with another Claim against the same Inc. Debtor may be adjusted or expunged on the Claims Register or stock transfer ledger or similar register of the applicable Inc. Debtor, as applicable, by the Reorganized Inc. Debtors without a Claims objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

E. No Interest

Unless otherwise (1) specifically provided for in the Plan or the Confirmation Order, (2) agreed to by the Initial Investors or Reorganized Inc. Debtors, (3) provided for in a postpetition agreement in writing between the Initial Investors or Reorganized Inc. Debtors and a Holder of a Claim, or (4) allowed under applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final Plan Distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

F. Deadline To File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

G. Disallowance of Claims

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are transferees of transfers avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code or otherwise, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any Plan Distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered and all sums due, if any, to the Inc. Debtors by that Entity have been turned over or paid.

EXCEPT AS PROVIDED HEREIN OR OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO, OR ACTION, ORDER, OR APPROVAL OF, THE BANKRUPTCY COURT OR ANY OTHER ENTITY, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY PLAN DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS ON OR BEFORE THE CONFIRMATION HEARING SUCH LATE CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

H. Amendments to Claims

On or after the later of the Effective Date or the applicable deadline set by the Bankruptcy Court, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court, the Initial Investors, or the Reorganized Inc. Debtors, and any such new or

amended Claim Filed shall be deemed disallowed in full and expunged without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Equity Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Plan Distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Equity Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Equity Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests in, the Inc. Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Equity Interests relate to services performed by employees of the Inc. Debtors prior to the Effective Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (1) a Proof of Claim or proof of Equity Interest based upon such debt, right, or Equity Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (2) a Claim or Equity Interest based upon such debt, right, or Equity Interest is Allowed pursuant to section 502 of the Bankruptcy Code, or (3) the Holder of such a Claim or Equity Interest has accepted the Plan. Any default by the Inc. Debtors or their Affiliates with respect to any Claim or Equity Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Equity Interests subject to the occurrence of the Effective Date.

B. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and the respective Plan Distributions and treatments under the Plan shall give effect to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Initial Investors or the Reorganized Inc. Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Equity Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

C. Compromise and Settlement of Claims and Controversies

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019,

and in consideration for the Plan Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Equity Interests, Causes of Action, and controversies resolved pursuant to the Plan and relating to any contractual, legal, and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any Plan Distributions to be made on account of such an Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests, Causes of Action, controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Inc. Debtors, their Estates, and Holders of Claims or Equity Interests and is fair, equitable, and reasonable. Plan Distributions made to Holders of Allowed Claims or Equity Interests are intended to be final. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, after the Effective Date, the Reorganized Inc. Debtors may compromise and settle Claims against, or Equity Interests in, the Inc. Debtors, and Causes of Action against other Entities.

D. Releases By Inc. Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Inc. Debtors and the implementation of the restructuring transactions contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Inc. Debtors, the Reorganized Inc. Debtors, and the Estates from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including, but not limited to, any derivative claims asserted on behalf of the Inc. Debtors or the Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Inc. Debtors, the Reorganized Inc. Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Inc. Debtors, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Inc. Debtors, the DIP Inc. Facility, the New DIP Facility, the One Dot Six Exit Facility, the One Dot Six Second Lien Exit Facility, the LightSquared Inc. Exit Facility, or the Reorganized One Dot Six Interests, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Inc. Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Inc. Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything contained herein to the contrary, the foregoing release does not

release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New DIP Credit Agreement, One Dot Six Exit Facility Agreement, One Dot Six Second Lien Exit Facility Agreement, LightSquared Inc. Exit Facility Agreement, Reorganized Inc. Debtors Corporate Governance Documents, and the Plan Supplement) executed to implement the Plan.

E. Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Confirmation or Consummation of this Plan, the Inc. Disclosure Statement, the Plan Documents, or any contract, instrument, release, or other agreement, or document created or entered into in connection with this Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with, or in contemplation of, the restructuring of the Inc. Debtors, the approval of the Inc. Disclosure Statement, or Confirmation or Consummation of this Plan, except for (1) willful misconduct (including fraud) or gross negligence and/or (2) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under, or in connection with, this Plan, or assumed pursuant to this Plan, or assumed pursuant to a Final Order, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

F. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been discharged pursuant to Article VIII.A hereof or are subject to exculpation pursuant to Article VIII.D hereof are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Inc. Debtors or the Reorganized Inc. Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of

such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plan. Nothing in the Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Inc. Debtors or Reorganized Inc. Debtors, as applicable, and any such Entity agree in writing that such Entity shall: (1) waive all Claims against the Inc. Debtors, the Reorganized Inc. Debtors, and the Estates related to such action; and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

G. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, (1) on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and (2) in the case of a Secured Claim, upon satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates of the Inc. Debtors shall be fully released, settled, discharged, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledge, or other security interests against any property of the Estates of the Inc. Debtors shall revert to the Reorganized Inc. Debtors and their successors and assigns. The Reorganized Inc. Debtors shall be authorized to file any necessary or desirable documents to evidence such release in the name of such Holder of a Secured Claim.

Pursuant to the Prepetition LP Facility Guarantee Claim Order, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates of the Inc. Debtors granted or purported to be granted to secure the Prepetition LP Facility Claims, including the Prepetition LP Facility Guarantee Claims, shall be fully released, settled, discharged, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledge, or other security interests against any property of the Estates of the Inc. Debtors shall revert to the Reorganized Inc. Debtors and their successors and assigns.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION DATE AND EFFECTIVE DATE OF PLAN

A. Conditions Precedent to Confirmation Date

It shall be a condition to the Confirmation Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. The Disclosure Statement Order, in form and substance satisfactory to the Initial Investors, shall have been entered.

2. The Confirmation Order shall have been entered in form and substance satisfactory to the Initial Investors.

3. The New DIP Order, in form and substance reasonably satisfactory to the Initial Investors, shall have been entered contemporaneously with the Confirmation Order.

4. The Inc. Debtors shall have received binding commitments with respect to the New Senior DIP Facility on terms and conditions reasonably satisfactory to the Initial Investors.

5. All conditions to the consummation of the New DIP Facility to be satisfied or waived on or before the Confirmation Date shall have been satisfied or waived in accordance with the terms of the New DIP Credit Agreement, and the New DIP Credit Agreement shall be in full force and effect (but for the non-satisfaction or waiver of the condition that the New DIP Order shall be a Final Order).

6. The Bankruptcy Court shall have entered the Prepetition LP Facility Guarantee Claim Order.

7. Since August 11, 2014, the DIP Inc. Credit Agreement and the DIP Inc. Order shall not have been amended or modified without the prior consent of each of the Initial Investors.

B. Conditions Precedent to Effective Date

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. The Confirmation Order, in a form and in substance satisfactory to the Initial Investors, shall have become a Final Order.

2. The Plan Documents, to the extent applicable to the transactions to be consummated pursuant to the Confirmation Order, shall have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by the Initial Investors that the Effective Date has occurred) contained therein shall have been waived or satisfied in accordance therewith, including, but not limited to:

(a) the One Dot Six Exit Facility Agreement and any related documents, in form and substance acceptable to the Initial Investors, the One Dot Six Exit Agent, and One Dot Six Exit Lenders, shall have been executed and delivered by all of the Entities that are parties thereto, all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the incurrence of obligations pursuant to the One Dot Six Exit Facility shall have occurred;

(b) the One Dot Six Second Lien Exit Facility Agreement and any related documents, in form and substance acceptable to the Initial Investors, and the One Dot Six Second Lien Exit Agent, shall have been executed and delivered by all of the Entities that are parties thereto, all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the incurrence of obligations pursuant to the One Dot Six Second Lien Exit Facility shall have occurred;

(c) the LightSquared Inc. Exit Facility Agreement and any related documents, in form and substance acceptable to SIG, and the LightSquared Inc. Exit Agent shall have been executed and delivered by all of the Entities that are parties thereto, all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the incurrence of obligations pursuant to the LightSquared Inc. Exit Facility shall have occurred;

(d) the Reorganized Inc. Debtors Corporate Governance Documents, in forms and substance acceptable to the Initial Investors, shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof; and

(e) the Inc. Debtors shall have sufficient availability in the One Dot Six Revolving Loan Facility to constitute the Disputed Claims Reserve.

3. The final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed in form and substance acceptable to the Initial Investors, without prejudice to the Reorganized Inc. Debtors' rights under the Plan to alter, amend, or modify certain of the schedules, documents, and exhibits contained in the Plan Supplement; provided, however, each such altered, amended, or modified schedule, documents, or exhibit shall be in form and substance acceptable to the Reorganized Inc. Debtors and the Initial Investors.

4. All necessary actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

5. All authorizations, consents, and regulatory approvals required by applicable law in order to effect the transactions to be consummated pursuant to the Confirmation Order shall have been obtained from the FCC or any other regulatory agency including, without limitation, any approvals required in connection with the transfer, change of control, or assignment of FCC licenses (each of which license is set forth on a schedule to be included as a Plan Supplement), and no appeals of such approvals remain outstanding.

C. Waiver of Conditions

The conditions to the Effective Date of the Plan set forth in Article IX.A may be waived by the Initial Investors, and without notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Initial Investors reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in the Plan, the Initial Investors expressly reserve their respective rights to revoke or withdraw, or, to alter, amend, or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court or Canadian Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Inc. Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article X.A.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Initial Investors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent chapter 11 plans. If the Initial Investors revoke or withdraw the Plan, or if the Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claims or Equity Interests or Class of Claims or Equity Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (3) nothing contained in the Plan or the Inc. Disclosure Statement shall (a) constitute a waiver or release of any Claims or Equity Interests in any respect, (b) prejudice in any manner the rights of any Inc. Debtor or any other Entity in any respect, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Inc. Debtor or any other Entity in any respect.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim, including the resolution of any request for payment of any Administrative Claim, of any request for the payment or Plan Distribution on account of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code, and of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims;

2. Decide and resolve all matters relating to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters relating to the following: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which an Inc. Debtor is party or with respect to which an Inc. Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed, or assumed and assigned; (c) the Reorganized Inc. Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned; and (d) any dispute regarding whether a contract or lease is or was executory or unexpired;

4. Ensure that Plan Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving an Inc. Debtor that may be pending on the Effective Date;

6. Adjudicate, decide, or resolve any and all matters related to Causes of Action;

7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Inc. Disclosure Statement;

9. To hear and determine any matters relating to, arising out of, or in connection with the implementation of the One Dot Six Exit Facility, the One Dot Six Second Lien Exit Facility, LightSquared Inc. Exit Facility, or any ancillary or related agreements thereto;

10. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Consummation or enforcement of the Plan;

12. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

13. Hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

14. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of Plan Distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.J hereof;

15. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. Determine any other matters that may arise in connection with or relate to the Plan, the Inc. Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Inc. Disclosure Statement;

17. Enter an order or final decree concluding or closing the Chapter 11 Cases;

18. Adjudicate any and all disputes arising from or relating to Plan Distributions under the Plan or any transactions contemplated therein;

19. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

20. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

21. Enforce all orders previously entered by the Bankruptcy Court; and

22. Hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX.A hereof, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Inc. Debtors, and any and all Holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties, or are subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring or receiving property under the Plan, and any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Inc. Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents

On or before the Effective Date, the Initial Investors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Initial Investors or the Reorganized Inc. Debtors, as applicable, and all Holders of Claims or Equity Interests receiving Plan Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or appropriate to effectuate the provisions and intent of the Plan.

C. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall have entered the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Initial Investors or any Inc. Debtor with respect to the Plan or the Inc. Disclosure Statement, shall be or shall be deemed to be an admission or waiver of any rights of any Inc. Debtor with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

D. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of each Entity.

E. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to:

the Debtors or the Reorganized Inc. Debtors, shall be served on:

LightSquared Inc.
Attn: General Counsel
10802 Parkridge Boulevard
Reston, VA 20191

Milbank, Tweed, Hadley & McCloy LLP
Matthew S. Barr
Steven Z. Szanzer
Karen Gartenberg
One Chase Manhattan Plaza
New York, NY 10005

the special committee of the Debtors' board of directors, shall be served on:

Kirkland & Ellis LLP
Paul M. Basta
Joshua A. Sussberg
601 Lexington Avenue
New York, NY 10022

Harbinger or its affiliates, shall be served on:

Kasowitz, Benson, Torres & Friedman LLP
David M. Friedman
Adam L. Shiff
Matthew B. Stein
1633 Broadway
New York, NY 10019

SIG, shall be served on:

Simpson Thacher & Bartlett LLP
Sandeep Qusba
Nicholas Baker
425 Lexington Avenue
New York, NY 10017

After the Effective Date, the Reorganized Inc. Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Inc. Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

F. Term of Injunctions or Stays

Unless otherwise provided in the Plan or the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan, or the Confirmation Order), shall remain in full force and effect

until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

G. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into, and are a part of, the Plan as if set forth in full in the Plan, and any reference to the Plan shall mean the Plan and the Plan Supplement. Upon its Filing, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, at the Bankruptcy Court's website at www.nysb.uscourts.gov, and at the website of the Claims and Solicitation Agent. The documents contained in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

H. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

I. Non-severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (1) valid and enforceable pursuant to its terms, (2) integral to the Plan and may not be deleted or modified without the Initial Investors' or the Reorganized Inc. Debtors', as applicable, consent, and (3) non-severable and mutually dependent.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Initial Investors shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Inc. Debtors and each of their respective Affiliates, subsidiaries, members, principals, shareholders, officers, directors, employees, representatives, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, shall have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

K. Waiver or Estoppel

Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel or any other Entity, if such agreement was not disclosed in the Plan, the Inc. Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

L. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Inc. Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall govern and control.

Dated: August 11, 2014
New York, New York

By: /s/ *David M. Friedman*
David M. Friedman
Adam L. Shiff
Matthew B. Stein
KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP
1633 Broadway
New York, New York 10019
Telephone: (212) 506-1700
Facsimile: (212) 506-1800

Attorneys for Harbinger Capital Partners LLC

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TAB H

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Exhibit "**H**" to the Affidavit of Elizabeth Creary, sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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Docket #1701 Date Filed: 8/13/2014

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
LIGHTSQUARED INC., *et al.*,[1]	Case No. 12-12080 (SCC)
Debtors.	Jointly Administered

SPECIFIC DISCLOSURE STATEMENT FOR THE JOINT PLAN OF REORGANIZATION FOR LIGHTSQUARED INC. AND ITS SUBSIDIARIES PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE, 11 U.S.C. § 1125. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT HAS APPROVED A DISCLOSURE STATEMENT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL TO THE BANKRUPTCY COURT AND HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AT THIS TIME.

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
David M. Friedman
Adam L. Shiff
Matthew B. Stein
1633 Broadway
New York, New York 10019
(212) 506-1700

Counsel for Harbinger Capital Partners, LLC

Dated: August 12, 2014
New York, New York

[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 10802 Parkridge Boulevard, Reston, VA 20191.

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I.
INTRODUCTION.[2]

THE INFORMATION CONTAINED IN THIS SPECIFIC DISCLOSURE STATEMENT (THE "HARBINGER SPECIFIC DISCLOSURE STATEMENT") FOR THE JOINT PLAN OF REORGANIZATION FOR THE INC. DEBTORS (ATTACHED HERETO AS EXHIBIT A, AND AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE "HARBINGER INC. PLAN") PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC ("HARBINGER") IS INCLUDED FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE HARBINGER INC. PLAN, AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE HARBINGER INC. PLAN. NO SOLICITATION OF VOTES TO ACCEPT THE HARBINGER INC. PLAN MAY BE MADE EXCEPT PURSUANT TO SECTION 1125 OF TITLE 11 OF THE UNITED STATES CODE ("BANKRUPTCY CODE"). CERTAIN LANGUAGE OR SECTIONS CONTAINED IN THIS HARBINGER SPECIFIC DISCLOSURE STATEMENT REFLECT ONLY THE UNDERSTANDINGS OR OPINIONS OF HARBINGER.

THE HARBINGER SPECIFIC DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN. ALL CREDITORS ENTITLED TO VOTE ON THE HARBINGER INC. PLAN ARE ADVISED AND ENCOURAGED TO READ THE FIRST AMENDED GENERAL DISCLOSURE STATEMENT FILED BY THE DEBTORS [DOCKET NO. 918] (THE "GENERAL DISCLOSURE STATEMENT"), THE HARBINGER SPECIFIC DISCLOSURE STATEMENT, AND THE HARBINGER INC. PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE HARBINGER INC. PLAN. ALL CREDITORS ENTITLED TO VOTE ON THE HARBINGER INC. PLAN SHOULD CAREFULLY READ AND CONSIDER FULLY THE RISK FACTORS SET FORTH IN ARTICLE V OF THE GENERAL DISCLOSURE STATEMENT AND ARTICLE VII OF THE HARBINGER SPECIFIC DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE HARBINGER INC. PLAN OR ANY COMPETING PLAN.

THE STATEMENTS CONTAINED IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE HARBINGER INC. PLAN AND THE EXHIBITS ANNEXED TO THE HARBINGER INC. PLAN. THE STATEMENTS CONTAINED IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH DATE. THE DELIVERY OF THE HARBINGER SPECIFIC DISCLOSURE STATEMENT SHALL NOT CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION STATED SINCE THE DATE HEREOF. HARBINGER HAS NO DUTY TO UPDATE THE HARBINGER SPECIFIC DISCLOSURE STATEMENT UNLESS OTHERWISE ORDERED TO DO SO BY THE BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "BANKRUPTCY COURT").

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[2] Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Harbinger Inc. Plan.

THE HARBINGER SPECIFIC DISCLOSURE STATEMENT SUMMARIZES THE TERMS OF THE HARBINGER INC. PLAN. THESE SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE SUBJECT TO, AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO, THE FULL TEXT OF THE HARBINGER INC. PLAN, INCLUDING THE DEFINITIONS OF TERMS CONTAINED IN THE HARBINGER INC. PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THE GENERAL DISCLOSURE STATEMENT, THE HARBINGER SPECIFIC DISCLOSURE STATEMENT AND THE TERMS OF THE HARBINGER INC. PLAN, THE TERMS OF THE HARBINGER INC. PLAN WILL GOVERN.

THE HARBINGER SPECIFIC DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT NECESSARILY IN ACCORDANCE WITH NON-BANKRUPTCY LAW. CERTAIN STATEMENTS CONTAINED IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT ARE BASED, AT LEAST IN PART, ON ESTIMATES AND ASSUMPTIONS OBTAINED DIRECTLY FROM THE DEBTORS, AS SET FORTH IN THE GENERAL DISCLOSURE STATEMENT. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN OR ADOPTED BY THE HARBINGER SPECIFIC DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN AND IN THE GENERAL DISCLOSURE STATEMENT.

FURTHER, YOU ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ON ASSUMPTIONS THAT ARE BELIEVED TO BE REASONABLE, BUT ARE SUBJECT TO A WIDE RANGE OF RISKS INCLUDING, BUT NOT LIMITED TO, RISKS ASSOCIATED WITH (I) FUTURE FINANCIAL RESULTS AND LIQUIDITY, INCLUDING THE ABILITY TO FINANCE OPERATIONS IN THE NORMAL COURSE, (II) VARIOUS FACTORS THAT MAY AFFECT THE VALUE OF THE DEBT AND EQUITY RETAINED AND/OR ISSUED UNDER THE HARBINGER INC. PLAN, (III) THE RELATIONSHIPS WITH AND PAYMENT TERMS PROVIDED BY TRADE CREDITORS, (IV) ADDITIONAL FINANCING REQUIREMENTS POST-RESTRUCTURING, (V) FUTURE DISPOSITIONS AND ACQUISITIONS, (VI) THE EFFECT OF COMPETITIVE PRODUCTS, SERVICES OR PRICING BY COMPETITORS, (VII) THE PROPOSED RESTRUCTURING COSTS AND COSTS ASSOCIATED THEREWITH, (VIII) THE ABILITY TO OBTAIN RELIEF FROM THE BANKRUPTCY COURT TO FACILITATE THE SMOOTH OPERATION UNDER CHAPTER 11, (IX) THE CONFIRMATION AND CONSUMMATION OF THE HARBINGER INC. PLAN, AND (X) EACH OF THE OTHER RISKS IDENTIFIED HEREIN AND IN THE GENERAL DISCLOSURE STATEMENT. DUE TO THESE UNCERTAINTIES, YOU CANNOT BE ASSURED THAT ANY FORWARD-LOOKING STATEMENTS WILL PROVE TO BE CORRECT. HARBINGER IS UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIMS ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING

STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THE HARBINGER SPECIFIC DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THE HARBINGER SPECIFIC DISCLOSURE STATEMENT WILL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING INVOLVING THE INC. DEBTORS, HARBINGER OR ANY OTHER PARTY, NOR WILL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE HARBINGER INC. PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR EQUITY INTERESTS IN, THE INC. DEBTORS IN THESE CHAPTER 11 CASES.

HOLDERS OF CLAIMS AND EQUITY INTERESTS ARE HEREBY NOTIFIED THAT, (A) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY HOLDERS OF CLAIMS OR EQUITY INTERESTS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

HARBINGER BELIEVES THAT THE HARBINGER INC. PLAN IS FAIR AND EQUITABLE, WILL MAXIMIZE THE RECOVERY FOR THE INC. DEBTORS' CREDITORS AND EQUITY INTEREST HOLDERS, ENABLE THE INC. DEBTORS TO REORGANIZE SUCCESSFULLY AND EMERGE ON A QUICKER TIMETABLE THAN ANY ALTERNATIVE PLAN, AND ACCOMPLISH THE OBJECTIVES OF CHAPTER 11, AND THAT ACCEPTANCE OF THE HARBINGER INC. PLAN IS IN THE BEST INTEREST OF THE INC. DEBTORS AND THEIR CREDITORS.

HARBINGER URGES ALL CREDITORS AND EQUITY INTEREST HOLDERS ENTITLED TO VOTE TO ACCEPT THE HARBINGER INC. PLAN. HARBINGER BELIEVES THAT THE HARBINGER INC. PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR THE INC. DEBTORS' CREDITORS AND EQUITY INTEREST HOLDERS ON A QUICKER TIMETABLE THAN ANY ALTERNATIVE PLAN.

II.
PATH TO THE HARBINGER INC. PLAN.

The following is a general summary of the significant events that occurred during the Chapter 11 Cases following the events described in Article III.B. of the General Disclosure Statement.

A. Second Amended Plan.

Beginning in November 2013, third parties, including Harbinger, expressed to the Debtors an interest in providing new debt financing and equity investments to support a reorganization of the Debtors. The Debtors and their advisors, at the direction of the special committee of the board of directors of LightSquared Inc. (the "Special Committee"), worked with such third parties over the course of two months to develop a new value reorganization proposal. Accordingly, on December 24, 2013, the Debtors filed the *Debtors' Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 1133] and subsequently, on December 31, 2013, filed the *Debtors' Revised Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 1166] (the "Second Amended Plan")[3] that, among other things, contemplated a reorganization of the Debtors.

The Second Amended Plan also contained a "toggle" plan, contemplating that to the extent the Bankruptcy Court did not approve and confirm the transactions embodied in the Second Amended Plan, the confirmation of an alternate separate chapter 11 plan for the Inc. Debtors would proceed. This "toggle" plan contemplated, among other things, (a) $300 million in senior secured exit facility financing (including a $50 million working capital facility), (b) $100 million in new equity contributions, (c) the conversion of $50 million of existing claims into new equity securities, (d) the issuance of new equity instruments, (e) the assumption of approximately $160 million in liabilities, and (f) the satisfaction in full of all allowed claims and equity interests with cash and other consideration. This "toggle" plan is the underlying predicate of the Harbinger Inc. Plan.

Following the filing of the Second Amended Plan, on January 7, 2014, L-Band Acquisition, LLC ("LBAC"), through its counsel, sent the Ad Hoc Secured Group written notice of LBAC's termination of the Plan Support Agreement, dated as of July 23, 2013 (the "Plan Support Agreement"), between the Ad Hoc Secured Group and LBAC, based on the alleged, among other things, failure to meet certain milestones set forth therein, and subsequently informed the Ad Hoc Secured Group of the termination of the LBAC Bid. On January 13, 2014, the Ad Hoc Secured Group filed the *Statement of the Ad Hoc Secured Group of LightSquared LP Lenders and Notice of Intent To Proceed with Confirmation of the First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 1220] (the "Ad Hoc Secured Group Statement"), in which the Ad Hoc Secured Group challenged LBAC's termination of its bid for the LP Debtors' assets.

On January 22, 2014, following contested motion practice between LBAC and the Ad Hoc Secured Group regarding LBAC's ability to terminate the LBAC Bid and Plan Support

[3] On August 30, 2013, the Debtors filed the *Debtors' Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 817] and subsequently filed on October 7, 2013, and commenced the solicitation of votes for, the *Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 919] (the "First Amended Plan") that, among other things, contemplated the sale of substantially all of the Debtors' assets.

Agreement, the Bankruptcy Court issued a preliminary ruling finding that the Plan Support Agreement and the LBAC Bid were appropriately and lawfully terminated by LBAC.

B. Third Amended Plan.

After the filing of the Second Amended Plan, the Debtors, at the direction of the Special Committee, and the parties sponsoring such plan, including Harbinger, discussed modifications to the Second Amended Plan to garner as much support as possible for the reorganization. These discussions led to the filing of the *Debtors' Third Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 1482] (the "Third Amended Plan") to enhance the transactions contemplated by the Second Amended Plan and place the Debtors in a better position to reorganize and maximize value.

The Third Amended Plan contemplated, among other things, (A) $1.65 billion in new debtor in possession financing (approximately $930 million of which would be converted into second lien exit financing, $300 million of which would be converted into a separate loan for Reorganized LightSquared Inc. and approximately $115 million of which would be converted into equity, in each case, subject to adjustments as set forth in the Third Amended Plan), (B) first lien exit financing, including a facility of not less than $1 billion, (C) the issuance of new debt and equity instruments, (D) the assumption of certain liabilities, (E) the satisfaction in full of all Allowed Claims and Allowed Equity Interests with Cash and other consideration, as applicable, and (F) the preservation of LightSquared's litigation claims. Notably, to expedite the Debtors' emergence from bankruptcy, effectiveness of the Third Amended Plan, in contrast to previous proposals, was not conditioned on the Debtors' receipt of a series of regulatory approvals from the FCC related to terrestrial spectrum rights (e.g., the grant of the License Modification Application). Rather, the only regulatory conditions precedent to the effectiveness of the Third Amended Plan were customary filings with, and approvals by, the FCC, Industry Canada, and other applicable governmental authorities and the expiry of statutory waiting periods (including under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* and the *Competition Act* (Canada)) that would be necessary for the Debtors to emerge from chapter 11.

C. The Ergen Adversary Proceeding.[4]

The Third Amended Plan was dependent upon the success of certain claims asserted by certain of the Debtors, including LightSquared Inc., against Charles W. Ergen, EchoStar Corporation, DISH Network Corporation, L-Band Acquisition LLC, SP Special Opportunities LLC ("SPSO"), and SP Special Opportunities Holdings LLC (collectively, the "Dish/Ergen Defendants"). The adversary proceeding (the "Ergen Adversary Proceeding"), originally commenced by Harbinger on August 6, 2013 (as described in more detail below) and into which the Debtors intervened on November 15, 2013, sought the disallowance of SPSO's claim against LightSquared LP, both on equitable grounds and as a matter of contract, because SPSO was not an Eligible Assignee under the Prepetition LP Credit Agreement. The Inc. Debtors also sought equitable subordination of SPSO's claim and affirmative damages based on claims for breach of contract and tortious interference.

[4] Additional information concerning the Ergen Adversary Proceeding, as of October 7, 2013, is available in Article III.D.3 of the General Disclosure Statement.

Beginning on January 9, 2014, the Bankruptcy Court held a trial on the Ergen Adversary Proceeding. The evidentiary portion of such trial took place over a five (5) day period, and concluded on March 17, 2014 following closing arguments. On May 8, 2014, the Bankruptcy Court issued a bench ruling with respect to the Ergen Adversary Proceeding, finding, among other things, that SPSO engaged in misconduct warranting equitable subordination of SPSO's Claim in an amount to be determined at a later stage. The Bankruptcy Court denied the claims for relief against Ergen, EchoStar, and DISH. The bench ruling was subsequently issued in publication form on June 10, 2014 [Adv. Proc. Docket No. 165] (the "Ergen Adversary Decision").

D. Denial Of Confirmation Of The Third Amended Plan.

Following the solicitation of the Third Amended Plan, all impaired Classes of Claims and Equity Interests in which votes were cast, other than SPSO's Class 7B, overwhelmingly voted to accept such plan.

The Bankruptcy Court considered confirmation of the Third Amended Plan in tandem with the Ergen Adversary Proceeding and related litigation. The Debtors and various parties submitted extensive filings in support of the relief sought in the Third Amended Plan, the Ergen Adversary Proceeding, and related pleadings, including *LightSquared's Motion for Entry of Order Designating Vote of SP Special Opportunities, LLC* [Docket No. 1371] (the "Original Designation Motion"), which sought entry of an order, pursuant to section 1126(e) of the Bankruptcy Code, designating the vote of SPSO to reject the Third Amended Plan. SPSO submitted filings in opposition to such relief.

On March 19, 2014, the Bankruptcy Court commenced the confirmation hearing for the Third Amended Plan. The evidentiary portion of such confirmation hearing concluded on March 31, 2014, and closing arguments took place on May 5 and May 6, 2014. On May 8, 2014, the Bankruptcy Court (A) issued a bench decision denying confirmation of the Third Amended Plan, (B) directed that the parties work to reach a consensual resolution on a reorganization path, taking into account the Bankruptcy Court's findings with respect to both plan confirmation and the Ergen Adversary Proceeding, and (C) imposed a deadline of May 27, 2014 to reach any such resolution, absent which the Bankruptcy Court would appoint a mediator. The bench ruling was subsequently issued in publication form on July 11, 2014 [Docket No. 1631] (the "Confirmation Decision").

The Bankruptcy Court held a status conference on May 27, 2014, at which time the parties informed the Bankruptcy Court that no resolution had been reached. Accordingly, on May 28, 2014, the Bankruptcy Court entered an order appointing the Honorable Robert D. Drain, United States Bankruptcy Judge for the Southern District of New York, as the mediator [Docket No. 1557] (the "Mediation Order").

E. Mediation.

Pursuant to the Mediation Order, Judge Drain conducted mediation sessions on June 9, June 17, and June 23, 2014. Over the course of the mediation, the Debtors, certain parties that contributed to the Third Amended Plan (i.e., JPMorgan Chase & Co., Fortress Investment Group

LLC, and Harbinger Capital Partners, LLC), a certain new investor (i.e., Cerberus Capital Management, L.P.), existing stakeholders, and third parties continued discussions regarding key issues for a chapter 11 plan. In addition, Judge Drain and LightSquared engaged the parties in numerous other discussions during this period. On June 27, 2014, Judge Drain filed the *Mediator's Memorandum Under ¶¶ 14 and 15 of Mediation Order* [Docket No. 1612] (the "Mediator's Memorandum"), reporting that (i) SPSO and Charles Ergen had not participated in the mediation in good faith, and (ii) with the exception of SPSO, all parties to the mediation (including LightSquared and the Plan Support Parties) had reached agreement on key business terms that would form the basis of a new plan of reorganization (i.e., the Plan) "that should be confirmable without the support of . . . SPSO." Mediator's Memorandum at 2.

On July 1, 2014, Judge Chapman convened a status conference at which the Debtors outlined a further developed framework for a plan of reorganization and agreed to a schedule pursuant to which, among other things, an amended plan and disclosure statement would be filed by July 14, 2014. Subsequent to the July 1 status conference, additional negotiations involving SPSO occurred. On July 14, 2014, Judge Drain filed the *Mediator's Supplemental Memorandum Under ¶¶ 14 and 15 of Mediation Order* [Docket No. 1612] (the "Mediator's Supplemental Memorandum"), which stated that certain parties reached an agreement "on the key terms of SPSO/Ergen's treatment under a chapter 11 plan as well as new funding that is fundamentally consistent with the consensual plan terms previously negotiated by the other parties." On July 14, 2014, Judge Chapman convened another status conference. During this status conference, the Ad Hoc Secured Group, Mast, and Harbinger all raised significant concerns with the new plan terms. At the conclusion of the conference, the Bankruptcy Court scheduled another status conference for July 22, 2014 pending the resolution of these issues and the filing of the new plan. The new plan based upon the "framework" announced on July 1, 2014 was never filed.

F. The Fourth Amended Plan And Need For The Harbinger Inc. Plan.

On August 7, 2014, the Debtors filed the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed By Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 1686] (the "Fourth Amended Plan") and *Specific Disclosure Statement For Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed By Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 1689] ("Fourth Amended Plan Disclosure Statement"). Harbinger believes that certain terms embedded within the Fourth Amended Plan are entirely antithetical to positions that the Debtors have taken throughout the Chapter 11 Cases. First, the Fourth Amended Plan imposes an illegal death trap upon Holders of Prepetition Inc. Facility Non-Subordinated Claims and Prepetition Inc. Facility Subordinated Claims, compelling such Holders to accept their treatment and release certain claims against the threat of litigation considered by Harbinger to be frivolous. Second, the Fourth Amended Plan values the LP Debtors far lower than the Debtors' had valued them in connection with the Third Amended Plan three months ago. As a result, all creditors and interest holders of the Inc. Debtors will receive a distribution under the Fourth Amended Plan that is much lower than they are entitled. Finally, the Fourth Amended Plan seeks to settle the Ergen Adversary Proceeding and gives up on the Debtors' attempt to subordinate SPSO's claim for little or no consideration upon SPSO's vote in favor of the Fourth Amended Plan, even though the Bankruptcy Court already concluded in the Ergen Adversary Decision that a legitimate basis exists to subordinate SPSO's claim. The

Fourth Amended Plan would also dismiss the pending appeal that the Debtors filed with respect to the Ergen Adversary Decision.

Accordingly, Harbinger disagrees with the Fourth Amended Plan and instead, proposes the Harbinger Inc. Plan.

III.
SUMMARY OF THE HARBINGER INC. PLAN.

A. Introduction.

The following summary of the Harbinger Inc. Plan is a general overview only, which is qualified in its entirety by, and should be read in conjunction with, the more detailed discussions, information, and financial statements and notes thereto appearing elsewhere in the Harbinger Specific Disclosure Statement, the General Disclosure Statement and the Harbinger Inc. Plan. Harbinger is the proponent of the plan within the meaning of Section 1129 of the Bankruptcy Code. Harbinger reserves the right to modify the Harbinger Inc. Plan consistent with Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

The Harbinger Inc. Plan described herein constitutes a separate plan of reorganization for each of LightSquared Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, One Dot Six TVCC Corp, LightSquared Investors Holdings Inc., and TMI Communications Delaware, Limited Partnership (collectively, the "Inc. Debtors"). The Harbinger Inc. Plan provides that on the New DIP Closing Date $200 million of the Prepetition Inc. Facility Non-Subordinated Claims will be sold by the Inc. Facility Claim Sellers pursuant to the Inc. Facility Claim Purchase Agreement and the Inc. Facility Claim Sellers will have the remainder of their Allowed Prepetition Inc. Facility Non-Subordinated Claims and all of their Allowed DIP Inc. Facility Claims satisfied in full in Cash with the proceeds of the New DIP Facility. The Acquired Inc. Facility Claims sold pursuant to the Inc. Facility Claim Purchase Agreement will be converted into the New Junior DIP Facility on a dollar for dollar basis. On the Effective Date, (i) all Holders of Claims against the Inc. Debtors (other than Insider General Unsecured Claims) that have not previously been satisfied will be paid substantially in full through the distribution of Cash and certain Equity Interests, (ii) all Holders of Existing Inc. Preferred Stock Equity Interests will receive a distribution of Reorganized LightSquared Inc. Common Shares or Reorganized One Dot Six Common Shares, as applicable, and (iii) Intercompany Claims and Interests will be Reinstated, in each instance subject to certain Plan Transactions described in Article IV.D of the Plan.

The Harbinger Inc. Plan provides, pursuant to the Prepetition LP Facility Guarantee Claim Order, that the Prepetition LP Guarantee Claims are estimated at zero dollars and/or will be expunged together with any Liens securing the same. Accordingly, there will be no Prepetition LP Facility Claims against the Inc. Debtors to satisfy.

The Harbinger Inc. Plan also provides that, on the Effective Date, certain direct and indirect the Equity Interests in LightSquared LP will be transferred to Reorganized One Dot Six such that substantially all the residual value attributable to such Equity Interests will be allocated to Reorganized One Dot Six.

B. Business And Operations Of The Inc. Debtors And Reorganized Inc. Debtors.

The Harbinger Inc. Plan reflects a recapitalization of the Inc. Debtors' existing debts and interests, without any material changes to the Inc. Debtors' existing business and/or operations and with the Inc. Debtors assets vesting in the Reorganized Inc. Debtors. The Inc. Debtors' business, operations and certain assets are discussed in detail in Article II.A.2.c of the General Disclosure Statement.

The Inc. Debtors primary asset consists of a lease of the 1670-1675 MHz terrestrial spectrum (the "1.6 Spectrum") by One Dot Six Corp. ("One Dot Six"), a wholly owned direct subsidiary of LightSquared Inc. On July 16, 2007, TVCC One Six Holdings LLC, an indirectly wholly-owned subsidiary of One Dot Six Corp., entered into a Master Agreement (the "Crown Castle Master Agreement") with Crown Castle MM Holding LLC and OP LLC ("OP" and, together with Crown Castle MM Holding LLC, "Crown Castle"), in which the parties agreed to enter into either a long-term *de facto* transfer lease agreement or a spectrum management lease agreement with respect to the lease by OP of its rights to TVCC One Six Holdings LLC under a license issued by the FCC to use spectrum at the 1670-1675 MHz frequencies and Call Sign WPYQ831 in the United States. On April 13, 2010, One Dot Six Corp. acquired all of TVCC One Six Holdings LLC's rights to use this spectrum under its lease with Crown Castle pursuant to that certain Lease Purchase Agreement, between One Dot Six Corp., as purchaser, TVCC One Six Holdings LLC, as seller, and TVCC Holding Company, LLC (the "One Dot Six Lease Purchase Agreement" and, collectively with all rights conveyed thereby to One Dot Six Corp. in that certain (a) Long-Term De Facto Transfer Lease Agreement, dated as of July 23, 2007, between OP LLC, as lessor, and TVCC One Six Holdings, LLC, as lessee, and (b) the Long-Term De Facto Transfer Sublease Agreement, dated as of August 13, 2008, between OP LLC, as lessee, and TVCC One Six Holdings, LLC, as lessor, the "One Dot Six Lease"). One Dot Six Corp. also acquired in the Crown Castle Master Agreement a purchase option to acquire the underlying FCC license for this spectrum.

Pursuant to an agreement with the FCC, One Dot Six originally had until October 1, 2013, to complete construction of a one-way video network. When it filed its notification of construction at that time, One Dot Six showed that the network was comprised of 59 transmitters, deployed at a total capital investment of $7 million, and operated at a cost approximately $1 million annually, and covered approximately 88.5 million people, or 28.3 percent of the United States population. In May 2014, the FCC found that the service did not amount to "substantial service." However, the FCC extended the October 1, 2013 deadline through October 2015, finding that there had been sufficient progress to warrant providing One Dot Six with an additional two years to develop service offerings further.

Separately from the 1.6 Spectrum, LightSquared Inc. is also a party to and has an interest in that certain Amended and Restated Cooperation Agreement, dated as of August 6, 2010 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Inmarsat Cooperation Agreement"), by and between LightSquared LP, SkyTerra (Canada) Inc., LightSquared Inc. and Inmarsat Global Limited. The Inmarsat Cooperation Agreement governs the use of L-band spectrum for both Mobile Satellite Service and Ancillary Terrestrial Component services in North America. LightSquared Inc.'s interest in the Inmarsat

Cooperation Agreement is a valuable asset and LightSquared Inc. will seek an appropriate allocation of value of such asset to its estate.

Moreover, Reorganized One Dot Six will pursue the acquisition of the 5MHz of spectrum that is contiguous to the 1.6 Spectrum at 1675-1680MHz (the "NOAA Spectrum") currently held by the National Oceanic and Atmospheric Administration. The 2015 budget of the Executive Branch of the United States government proposes to auction or assign for a fee the NOAA Spectrum. If an auction does occur and Reorganized One Dot Six does successfully acquire the NOAA Spectrum, such acquisition would provide Reorganized One Dot Six with highly valuable 10MHz of contiguous spectrum. If, however, the NOAA Spectrum is assigned for a fee, Reorganized One Dot Six would seek to negotiate with the relevant federal authorities to secure such assignment.

C. Other Assets Of The Inc. Debtors.

The Inc. Debtors' assets also include certain causes of action, which, likewise, will vest in the Reorganized Inc. Debtors upon the Effective Date. These causes of action consist of, among other claims, the following:

Ergen Adversary Proceeding: As set forth in above in Article II.C, certain of the Debtors, including LightSquared Inc. asserted claims in the Ergen Adversary Proceeding. Although the Ergen Adversary Decision denied relief with respect to each of the Debtors' claims except equitable subordination, the Debtors have appealed and Harbinger believes that the damages claims remain viable and very valuable even after the Effective Date.

GPS Adversary Proceeding: On November 1, 2013, certain of the Debtors, including LightSquared Inc., filed a complaint in the Bankruptcy Court against Deere, Garmin, Trimble, the U.S. GPS Industry Council, and the Coalition to Save Our GPS (the "GPS Defendants") alleging claims of breach of contract and promissory estoppels (the "GPS Adversary Proceeding"). On November 15, 2013, the defendants filed a motion in the District Court to withdraw the reference of the LightSquared complaint from the Bankruptcy Court in an action captioned *LightSquared Inc. v. Deere & Company*, 13-cv-8157-RMB. On January 31, 2014, the Court granted the defendants' motion to withdraw the reference of the action from Bankruptcy Court. As a result, the GPS Adversary Proceeding is being administered together with similar claims brought by Harbinger against the GPS Defendants. On May 28, 2014, the defendants jointly filed a motion to dismiss both the Harbinger and LightSquared actions. On July 29, 2014, LightSquared and Harbinger filed memoranda in opposition to the defendants' joint motion. On July 31, 2014, at the defendants' request, the Court ordered LightSquared to resubmit its opposition to comply with the page limits. Reply papers were previously due on August 18, 2014; however, the defendants will have additional time to reply to compensate for the time it takes LightSquared to resubmit its opposition.[5]

[5] An additional description of the GPS Adversary Proceeding, as of October 7, 2013, appears in Article III.D.4 of the General Disclosure Statement.

D. Harbinger Inc. Plan Financing.

As described below, the Harbinger Inc. Plan is dependent upon (i) a new debtor-in-possession facility in the amount of $460 million of which $360 million will roll into various exit facilities and $100 million will be contributed back to the Reorganized Inc. Debtors, and (ii) a $100 million revolving loan facility.

1. The New DIP Facility Replaces The Existing DIP Inc. Facility And Provides Liquidity Through The Effective Date.

The Harbinger Inc. Plan provides that on the New DIP Facility Closing Date, the Initial Investors and New Senior DIP Facility Lenders will fund the $460 million replacement DIP facility (the "New DIP Facility"), with the Initial Investors providing $300 million through the New Junior DIP Facility and the New Senior DIP Facility Lenders providing $160 million through the New Senior DIP Facility. The New DIP Facility will be secured by liens on substantially all the assets of the Inc. Debtors, with the New Senior DIP Facility secured by first priority liens on such assets and the New Junior DIP Facility being secured by second priority liens on such assets. Harbinger will consent to the priming of the Liens securing the Prepetition Inc. Facility Subordinated Claims. The New DIP Facility will be used to (a) replace the DIP Inc. Facility by satisfying such Claims in full in cash, (b) satisfy the Prepetition Inc. Facility Non-Subordinated Claims in full in cash other than the Acquired Inc. Facility Claims which will be converted into the New DIP Facility, and (c) provide liquidity to the Inc. Debtors through the Effective Date.

On the Effective Date, the New DIP Facility will (a) roll into the One Dot Six Term Loan Facility, (b) roll into the LightSquared Inc. Exit Facility, and (c) be contributed to Reorganized One Dot Four and TVCC.

2. The One Dot Six Exit Facility, One Dot Six Second Lien Exit Facility, And LightSquared Inc. Exit Facility Funds Plan Distributions And Provides Reorganized Inc. Debtors With Liquidity.

On the Effective Date of the Harbinger Inc. Plan, the New Senior DIP Facility will convert into the One Dot Six Exit Term Loan Facility, the portion of the New Junior DIP Facility not held by Harbinger will convert into the LightSquared Inc. Exit Facility and the portion of the New Junior DIP Facility held by Harbinger will be contributed to TVCC and Reorganized One Dot Four and such contributed Claims held by TVCC and Reorganized will be satisfied through the distribution of Reorganized One Dot Six Preferred Shares having an original stated principal value of $100 million. Additionally, Reorganized One Dot Six, as borrower, and certain other Reorganized Inc. Debtors (other than Reorganized LightSquared Inc., Reorganized One Dot Four, TVCC and their respective post-Effective Date wholly owned subsidiaries), as guarantors, shall become party to, and be bound by the terms of, the One Dot Six Revolving Loan Facility in an amount not less than $100 million. As depicted in the sources and uses chart, attached hereto as Exhibit B, this amount is sufficient, along with the other sources of consideration for plan distributions, to satisfy all obligations under the Harbinger Inc. Plan due on the Effective Date, including, without limitation, the payment in full in Cash of all Administrative Claims and Priority Claims, as well as a providing sufficient

liquidity to satisfy Disputed Claims and Accrued Professional Compensation Claims that are Allowed after the Effective Date.

3. Harbinger Inc. Plan Sources And Uses.

The Inc. Debtors' existing Cash, together with the proceeds of the New DIP Facility and the One Dot Six Revolving Loan Facility shall be used to fund (A) the Cash obligations under the Harbinger Inc. Plan, including (i) payment in full of Allowed Prepetition Inc. Facility Non-Subordinated Claims, (ii) payment in full of the principal amount of the General Unsecured Claims and (iii) payment in full of Administrative and priority claims, and (B) meeting the Reorganized Inc. Debtors' ongoing liquidity requirements.[6] An illustrative chart depicting the sources and uses is attached hereto as Exhibit B.

Harbinger intends to use its best efforts to obtain confirmation and consummation of its plan by December 31, 2014. Harbinger believes that the Harbinger Inc. Plan is capable of consummation within this timeframe because the FCC review and approval of the Harbinger Inc. Plan is limited to approving a reversion of ownership of One Dot Six Corp. – the FCC regulated Entity – to its prepetition majority owner. Nonetheless, factors beyond any party's control -- including the requirement of FCC approval incident to the Harbinger Inc. Plan[7] -- dictate that the Inc. Debtors retain the necessary liquidity for an additional three months to achieve regulatory relief and the anticipated benefits that will deliver enormous incremental value to the Inc. Debtors' estates. Harbinger believes that it would be unfortunate and imprudent for the Inc. Debtors' estates not to have financing available to continue operations through the first quarter of 2015.

E. Certain Confirmation Date And Effective Date Plan Transactions.

On the Confirmation Date, or as soon as practical thereafter, the Inc. Debtors will enter into certain Plan Transactions, as described more fully in Article IV.D.a of the Harbinger Inc. Plan. On the Effective Date, or as soon as practical thereafter, the Inc. Debtors will enter into certain Plan Transactions, as described more fully in Article IV.D.b of the Harbinger Inc. Plan. As a result of the Plan Transactions, (A) Reorganized One Dot Six shall directly or indirectly wholly own LightSquared GP Inc. and 98% of the Equity Interests in LightSquared LP; (B) Reorganized LightSquared Inc. shall retain its 100% direct or indirect ownership, as applicable, of Reorganized SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, LightSquared Investors Holdings Inc., SkyTerra Investors LLC and TMI, and, indirectly, 2% of the Equity Interests in LightSquared LP; (C) Reorganized LightSquared Inc. will own 22% of Reorganized One Dot Six Common Shares; (D) Other Existing Inc. Preferred Equity Interest Holders will own 8% of Reorganized One Dot Six Common Shares; (E) Reorganized One Dot Four and TVCC will own, collectively, 70% of Reorganized One Dot Six Common Shares; (F) SIG will own 100% of Reorganized LightSquared Inc. Common Shares; and (G) Harbinger will own 100% of Reorganized One Dot Four Common Shares and TVCC Common Shares.

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[6] The prepetition capital structure of the Inc. Debtors is fully described in Article II.A.3 of the General Disclosure Statement.

[7] The need for FCC approval was emphasized by the FCC in its filing dated August 30, 2013 and statements given on the record of the hearing on September 30, 2013. (*See* Article VII.B.1.(a) below.)

F. Other Key Terms.

1. Releases By Inc. Debtors.

The Harbinger Inc. Plan provides that pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Inc. Debtors and the implementation of the restructuring transactions contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Inc. Debtors, the Reorganized Inc. Debtors, and the Estates from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including, but not limited to, any derivative claims asserted on behalf of the Inc. Debtors or the Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Inc. Debtors, the Reorganized Inc. Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Inc. Debtors, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Inc. Debtors, the DIP Inc. Facility, the New DIP Facility, the One Dot Six Exit Facility, the One Dot Six Second Lien Exit Facility, the LightSquared Inc. Exit Facility, or the Reorganized One Dot Six Interests, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Inc. Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Inc. Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything contained herein to the contrary, the foregoing release does not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New DIP Credit Agreement, One Dot Six Exit Facility Agreement, One Dot Six Second Lien Exit Facility Agreement, LightSquared Inc. Exit Facility Agreement, Reorganized Inc. Debtors Corporate Governance Documents, and the Plan Supplement) executed to implement the Plan.

2. Exculpation.

The Harbinger Inc. Plan provides that except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any exculpated Claim, except for willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated

Parties have, and upon Confirmation of the Harbinger Inc. Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Harbinger Inc. Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Harbinger Inc. Plan or such distributions made pursuant to the Harbinger Inc. Plan.

3. Injunction.

The Harbinger Inc. Plan provides that except as otherwise expressly provided in the Harbinger Inc. Plan or for obligations issued pursuant to the Harbinger Inc. Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been discharged pursuant to Article VIII.A of the Harbinger Inc. Plan or are subject to exculpation pursuant to Article VIII.D of the Harbinger Inc. Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Inc. Debtors or the Reorganized Inc. Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Harbinger Inc. Plan. Nothing in the Harbinger Inc. Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Inc. Debtors in a nominal capacity to recover insurance proceeds so long as the Inc. Debtors or Reorganized Inc. Debtors, as applicable, and any such Entity agree in writing that such Entity shall: (1) waive all Claims against the Inc. Debtors, the Reorganized Inc. Debtors, and the Estates related to such action; and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

G. Identity Of Persons To Contact For More Information.

Any interested party desiring further information about the Harbinger Inc. Plan should contact: Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway, New York, New York 10019 Attn: David M. Friedman (DFriedman@kasowitz.com), Adam L. Shiff

(AShiff@kasowitz.com), and Matthew B. Stein (MStein@kasowitz.com), or by phone at (212) 506-1700.

H. Disclaimer.

In formulating the Harbinger Inc. Plan, Harbinger has relied on financial data derived from the books and records of the Inc. Debtors. Harbinger, therefore, represents that everything stated in the Harbinger Specific Disclosure Statement is true to the best of its knowledge. Harbinger nonetheless cannot, and does not, confirm the current accuracy of all statements appearing in the General Disclosure Statement and the Harbinger Specific Disclosure Statement. Moreover, the Bankruptcy Court has not yet determined whether the Harbinger Inc. Plan is confirmable, and the Bankruptcy Court provides no recommendation as to whether you should vote to accept or reject the Harbinger Inc. Plan.

Although the attorneys, accountants, advisors, and other professionals employed by Harbinger have assisted in preparing the Harbinger Specific Disclosure Statement based upon factual information and assumptions respecting financial, business, and accounting data found in the books and records of the Inc. Debtors, they have not independently verified such information and make no representations as to the accuracy thereof. The attorneys, accountants, advisors, and other professionals employed by Harbinger shall have no liability for the information in the Harbinger Specific Disclosure Statement or the General Disclosure Statement.

Harbinger and its professionals also have made a diligent effort to identify the pending litigation claims and projected objections to Claims and Equity Interests. However, no reliance should be placed on the fact that a particular litigation claim or projected objection to a Claim or Equity Interest is, or is not, identified in the Harbinger Specific Disclosure Statement.

I. Rules Of Interpretation.

The following rules for interpretation and construction shall apply to the Harbinger Specific Disclosure Statement: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in such form or substantially on such terms to be Filed shall mean that document or exhibit (as it may thereafter be amended, modified, or supplemented); (4) unless otherwise stated, all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time; (5) any reference herein to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (6) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (7) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to the Harbinger Specific Disclosure Statement in its entirety rather than to a particular portion of the Harbinger Specific Disclosure Statement; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of, or to affect, the interpretation hereof; (9) unless otherwise stated, the rules of construction set forth in section

102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined herein shall have the meaning ascribed to that term in the Harbinger Inc. Plan; (11) any term used in capitalized form herein that is not otherwise defined herein or in the Harbinger Inc. Plan, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (12) in computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply, and if the date on which a transaction may occur pursuant to the Harbinger Specific Disclosure Statement shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day; and (13) unless otherwise specified, all references in the Harbinger Specific Disclosure Statement to monetary figures shall refer to currency of the United States of America.

IV.
TREATMENT AND ESTIMATED RECOVERIES UNDER THE HARBINGER INC. PLAN.

A. Chart Of Consideration Allocable To Non-Classified Claims.

Class	Treatment	Estimated Recovery
Inc. DIP Facility Claims	Payment in full, in Cash, on the New DIP Closing Date	100%
Administrative Expense and Tax Priority Claims	Payment in full, in Cash, on the Effective Date or at the time such Administrative Expense Claim or Priority Claim becomes Allowed.	100%

B. Chart Of Consideration Allocable To Classified Claims.

Class Number	Class	Treatment	Estimated Recovery
Class 1	Other Priority Claims	Payment in full, in Cash, on the Effective Date or at such time such Other Priority Claim becomes Allowed.	100%
Class 2	Other Secured Claims	Either (i) payment in full, in Cash; (ii) delivery of the collateral securing such Allowed Other Secured Claim and payment of interest required to be paid under Section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed Other Secured Claim in any other manner such that the Allowed Other Secured Claim shall be rendered Unimpaired, on the Effective Date or at such time such Other Secured Claim becomes Allowed.	100%

Class Number	**Class**	**Treatment**	**Estimated Recovery**
Class 3	Prepetition Inc. Facility Non-Subordinated Claims	Payment in full, in Cash, on the New DIP Facility Closing Date other than the Acquired Inc. Facility Claims which shall be converted into the New Junior DIP Facility on a dollar for dollar basis.	100%
Class 4	Prepetition Inc. Facility Subordinated Claims	Payment in full, by receiving a pro rata share of 100% of the Reorganized One Dot Four Common Shares and TVCC Common Shares, 70% of the Reorganized One Dot Six Common Shares and Reorganized One Dot Six Preferred Shares having an original stated principal value of $75 million.	100%
Class 5	General Unsecured Claims	Payment of principal amount of Claim plus any accrued interest at the legal rate in full, in Cash, on the Effective Date or at the time such General Unsecured Claim becomes Allowed.	100%
Class 6	Insider General Unsecured Claims	No Recovery.	0%
Class 7	Existing Inc. Preferred Equity Interests	On the Effective Date, Holders of Existing Inc. Preferred Equity Interests (other than SIG) shall receive their pro rata share of 8.0% of the Reorganized One Dot Six Common Shares and SIG, on the Effective Date, shall receive 100% of the Reorganized LightSquared Inc. Common Shares.	N/A
Class 8	Existing Inc. Common Stock Equity Interests	No Recovery.	0%
Class 9	Intercompany Interests	On the Effective Date or as soon thereafter as practicable, each Allowed Intercompany Interests shall be Reinstated for the benefit of the Holder thereof.	100%
Class 10	Inc. Intercompany Claims	On the Effective Date or as soon thereafter as practicable, each Allowed Intercompany Claim shall be Reinstated for the benefit of the Holder thereof.	100%

V.
CLASSES ENTITLED TO VOTE ON THE HARBINGER INC. PLAN.

The following chart describes whether each Class of Claims and Equity Interests is entitled to vote to accept or reject the Harbinger Inc. Plan. For a complete description of voting procedures and deadlines, please see the *Stipulated Order (I) Approving Solicitation and Notice Procedures, (II) Approving Forms of Various Ballots and Notices in Connection Therewith, (III) Approving Scheduling of Certain Dates in Connection with Confirmation, and (IV) Granting Related Relief* [Docket No. ___] (the "Solicitation Procedures Stipulation").

Class Number	**Class**	**Impaired/Unimpaired**	**Entitled To Vote**
Class 1	Other Priority Claims	Unimpaired	No
Class 2	Other Secured Claims	Unimpaired	No
Class 3	Prepetition Inc. Facility Non-Subordinated Claims	Unimpaired	No
Class 4	Prepetition Inc. Facility Subordinated Claims	Unimpaired	No
Class 5	General Unsecured Claims	Unimpaired	No
Class 6	Insider General Unsecured Claims	Impaired	No
Class 7	Existing Inc. Preferred Equity Interests	Impaired	Yes
Class 8	Existing Inc. Common Stock Equity Interests	Impaired	No
Class 9	Intercompany Interests	Unimpaired	No
Class 10	Inc. Intercompany Claims	Unimpaired	No

VI.
CONFIRMATION OF THE HARBINGER INC. PLAN.

A. Confirmation Related Procedures.

A full description of the procedures relating to confirmation of the Harbinger Inc. Plan is set forth in the Solicitation Procedures Stipulation. Pursuant to the Solicitation Procedures Stipulation, the Bankruptcy Court approved the following dates and deadlines with respect to confirmation and related processes:

Plan Voting Deadline: September 29, 2014 at 4:00 p.m. PDT

Deadline To Submit Voting Report: October 2, 2014

Plan Objection Deadline: October 3, 2014 at 12:00 p.m. EDT

Deadline To Submit Confirmation Brief: October 10, 2014 at 5:00 p.m. EDT

Commencement Of Confirmation Hearing: October 20, 2014 at 10:00 a.m. EDT

The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or Harbinger (at the Bankruptcy Court's discretion) without further notice except for the announcement of the adjourned date made at the Confirmation Hearing or at any adjourned Confirmation Hearing.

B. Confirmation Requirements.

1. General Requirements.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the confirmation requirements specified in Section 1129(a) of the Bankruptcy Code have been satisfied. Such requirements are more fully set forth in Article IV.C of the General Disclosure Statement. Harbinger believes that the Harbinger Inc. Plan satisfies (or will satisfy on or prior to the Effective Date as required by law) these requirements, including for the reasons discussed in Article VII.C below.

2. The Best Interest Test And The Debtors' Liquidation Analysis.

Pursuant to Section 1129(a)(7) of the Bankruptcy Code (the "Best Interest Test"), Holders of Allowed Claims and Equity Interests must either (a) accept the Harbinger Inc. Plan or (b) receive or retain under the Harbinger Inc. Plan property of a value, as of the Harbinger Inc. Plan's assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Inc. Debtors were to be liquidated under chapter 7 of the Bankruptcy Code ("Chapter 7").

The first step in meeting the Best Interest Test is to determine the dollar amount that would be generated from a hypothetical liquidation of the Inc. Debtors' assets and properties in the context of Chapter 7 cases. The gross amount of Cash available would be the sum of the proceeds from the disposition of the Inc. Debtors' assets and the Cash held by the Inc. Debtors at the time of the commencement of the Chapter 7 cases. The next step is to reduce that total by the amount of any Claims secured by such assets, the costs and expenses of the liquidation, and such additional administrative expenses and priority Claims that may result from the termination of the Inc. Debtors' businesses and the use of Chapter 7 for the purposes of liquidation. Any remaining net Cash would be allocated to creditors and shareholders in strict priority in accordance with Section 726 of the Bankruptcy Code. Finally, taking into account the time necessary to accomplish the liquidation, the present value of such allocations may be compared to the value of the property that is proposed to be distributed under the Harbinger Inc. Plan on the Effective Date.

The Inc. Debtors' costs of liquidation under Chapter 7 would include the fees payable to a Chapter 7 trustee in bankruptcy, as well as those that might be payable to attorneys and other professionals that such a trustee may engage, plus any unpaid expenses incurred by the Inc. Debtors during the Chapter 11 Cases and allowed in the Chapter 7 cases, such as compensation for attorneys, financial advisors, appraisers, accountants and other professionals, and costs and

expenses of members of the Creditors' Committee appointed by the United States Trustee pursuant to Section 1102 of the Bankruptcy Code and any other committee so appointed. Moreover, in a Chapter 7 liquidation, additional Claims would arise by reason of the breach or rejection of obligations incurred and executory contracts or leases entered into by the Debtors both prior to, and during the pendency of, the Chapter 11 Cases.

The foregoing types of Claims, costs, expenses, fees and such other Claims that may arise in a liquidation case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay pre-Chapter 11 priority and unsecured claims. Under the absolute priority rule, no junior creditors would receive any distribution until all senior creditors are paid in full, with interest, and no equity holder would receive any distribution until all creditors are paid in full, with interest.

The Debtors, with the assistance of the restructuring and financial advisors, have prepared a hypothetical liquidation analysis ("Liquidation Analysis") in connection with the Specific Disclosure Statement for the Debtors' Fourth Amended Plan. Harbinger adopts the Liquidation Analysis for illustrative purposes relating to the Harbinger Inc. Plan and the Harbinger Specific Disclosure Statement. A copy of the Liquidation Analysis is attached hereto as Exhibit C.

After consideration of the effects that a Chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in a Chapter 7 case, including (i) the increased costs and expenses of a liquidation under Chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such trustee, as well as potential added expenses related to FCC approvals arising from the liquidation process; (ii) where applicable, the erosion in value of assets in a Chapter 7 case in the context of the expeditious liquidation required under Chapter 7 and the "forced sale" atmosphere that would prevail; and (iii) substantial increases in claims which would be satisfied on a priority basis, Harbinger has determined that Confirmation of the Harbinger Inc. Plan will substantially mitigate each of the foregoing risks and will provide each Holder of a Claim or Equity Interest against the Inc. Debtors with a recovery that is either greater than or is equal to such Holder's recovery in a liquidation. UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES AND ASSUMPTIONS MADE BY THE DEBTORS AND THEIR ADVISORS REGARDING LIQUIDATION PROCEEDS THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS' MANAGEMENT AND THEIR ADVISORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. FURTHERMORE, HARBINGER HAS NOT CONDUCTED AN INDEPENDENT ANALYSIS OF THE DEBTORS' LIQUIDATION ANALYSIS AND CANNOT ENSURE THE ACCURACY THEREOF. THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO UNDERGO SUCH A LIQUIDATION. HARBINGER IS USING THE DEBTORS' ANALYSIS SOLELY FOR ILLUSTRATIVE PURPOSES.

3. Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires the Bankruptcy Court to find, as a condition to confirmation, that confirmation "is not likely to be followed by the liquidation, or the need for further financial reorganization, of a debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is contemplated by the plan." In addition to the sources and uses, attached hereto as Exhibit D, is a projection of the Inc. Debtors' cash flow following the Effective Date through the end of the first quarter of 2016. The sources and uses and the cash flow projection demonstrates that the Reorganized Inc. Debtors' are able to meet their financial obligations under the Harbinger Inc. Plan and their liquidity needs through the first quarter of 2016. Accordingly, Harbinger believes that the Harbinger Inc. Plan satisfies the financial feasibility requirements of Section 1129(a)(11) of the Bankruptcy Code.

4. Requirements Of Section 1129(b) Of The Bankruptcy Code.

The Bankruptcy Court may confirm the Harbinger Inc. Plan over the rejection or deemed rejection of the Harbinger Inc. Plan by a Class of Claims or Equity Interests if the Harbinger Inc. Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Class.[8]

(a) No Unfair Discrimination.

This test applies to Classes of Claims or Equity Interests that are of equal priority and are receiving different treatment under a plan of reorganization. The test does not require that the treatment be the same or equivalent, but that such treatment is "fair."

(b) Fair And Equitable.

This test applies to Classes of different priority (e.g., unsecured versus secured) and includes the general requirement that no Class of Claims receives more than 100% of the Allowed amount of the Claims in such Class. As to the dissenting Class, the test sets different standards depending on the type of Claims or Equity Interests in such Class:

> Secured Claims. Each Holder of an Impaired secured Claim either (i) retains its Liens on the property (or if sold, on the proceeds thereof) to the extent of the Allowed amount of its secured Claim and receives deferred Cash payments having a value, as of the effective date of the Harbinger Inc. Plan, of at least the Allowed amount of such Claim, or (ii) receives the "indubitable equivalent" of its Allowed secured Claim.
>
> Unsecured Claims. Either (i) each Holder of an Impaired unsecured Claim receives or retains under the Harbinger Inc. Plan property of a value equal to the amount of its Allowed unsecured Claim, or (ii) the Holders of Claims and Equity Interests that are junior to the Claims of the dissenting Class will not receive or retain any property under the Harbinger Inc. Plan.

[8] A complete description of the "cram down" requirements of Section 1129(b) of the Bankruptcy Code is included in Article IV.C.5 of the General Disclosure Statement.

Equity Interests. Either (i) such Holder of an Equity Interest will receive or retain under the Harbinger Inc. Plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock, and (b) the value of the stock, or (ii) the Holders of Equity Interests that are junior to the Equity Interests of the dissenting Class will not receive or retain any property under the Harbinger Inc. Plan.

Harbinger believes that the Harbinger Inc. Plan satisfies both the "unfair discrimination" requirement and the "fair and equitable" requirement notwithstanding the rejection of the Harbinger Inc. Plan by any Class of Claims or Equity Interests.

VII.
CERTAIN RISK FACTORS SPECIFIC TO THE HARBINGER INC. PLAN.

In addition to the risk factors set forth in Article V of the General Disclosure Statement, the following provides a summary of various important considerations and risk factors associated with the Harbinger Inc. Plan:[9]

A. Regulatory Risks.

The Harbinger Inc. Plan reflects a recapitalization of the Inc. Debtors' existing debts and interests, without any material changes to the Inc. Debtors' existing businesses and/or operations. The regulatory risks facing the Reorganized Inc. Debtors are substantially the same identified by the Debtors in the Section of the General Disclosure Statement titled "Regulatory Risk." (*See* General Disclosure Statement, Art. V.A.2.) Specifically, the Inc. Debtors are subject to significant government regulation and any change of control of LightSquared Inc. is subject to prior regulatory approval.

Additionally, the FCC has extended the deadline within which One Dot Six must complete construction of a one-way video network to October 1, 2015. In May 2014, the FCC found that the Debtors' existing service did not amount to "substantial service." There is no guarantee that the Reorganized Inc. Debtors will meet the substantial service requirement before the October 2015 deadline, nor is there any guarantee that the FCC will provide the Inc. Debtors with an additional extension if the one-way video network is not completed before the October 2015 deadline.

B. Consummation Of New DIP Facility, One Dot Six Exit Facility, One Dot Six Second Lien Exit Facility, And LightSquared Inc. Exit Facility.

As a condition precedent for the occurrence of the New DIP Closing Date, One Dot Six shall enter into the New DIP Facility in the amount of not less than $460 million to provide the Reorganized Inc. Debtors with the requisite Cash to satisfy their obligations under the Harbinger Inc. Plan and capitalize the Inc. Debtors with sufficient liquidity between the Confirmation Date and Effective Date. The funding of the One Dot Six Exit Facility will be conditioned on the availability of the $100 million One Dot Six Revolving Loan Facility in

[9] Not all of the risks identified in Article V of the General Disclosure Statement are applicable to the Inc. Debtors or the Harbinger Inc. Plan.

addition to rolling over $160 million of the New Senior DIP Facility. Additionally, each of the New DIP Facility, One Dot Six Exit Facility, One Dot Six Second Lien Facility, and LightSquared Inc. Exit Facility will be subject to certain conditions precedent. These conditions will include, without limitation, confirmation of the Harbinger Inc. Plan by the Bankruptcy Court. There is no certainty that the Bankruptcy Court will confirm the Harbinger Inc. Plan (as discussed below). Finally, even if all conditions precedent to funding of the each exit facility occurs, there is no guaranty each exit facility will be funded as required, in which case, the Effective Date of the Harbinger Inc. Plan may be threatened and/or delayed.

C. Confirmation Of The Harbinger Inc. Plan.

The Harbinger Inc. Plan requires the acceptance by a requisite number of Holders of Claims and/or Equity Interests that are Impaired and entitled to vote on the Plan, and the approval of the Court. There can be no assurance that such acceptances and approvals will be obtained and therefore, that the Harbinger Inc. Plan will be confirmed.

As set forth above in Article VI.B.4, in the event that any Impaired Class of Claims or Equity Interests of a particular Inc. Debtor does not accept or is deemed not to accept the Harbinger Inc. Plan, the Court may nevertheless confirm the Harbinger Inc. Plan as to that Inc. Debtor if at least one Impaired Class of Claims of the Inc. Debtor has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such Class), and, as to each Impaired Class that has not accepted the Harbinger Inc. Plan, the Court determines that the Harbinger Inc. Plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting Classes.

Harbinger believes that the Harbinger Inc. Plan comports with the "cram-down" requirements in Section 1129(b) of the Bankruptcy Code as described in Section IV.C.5 of the General Disclosure Statement. Harbinger believes that, as to any Impaired Classes, the Harbinger Inc. Plan "does not discriminate unfairly" and is "fair and equitable."

Further, confirmation of the Harbinger Inc. Plan is dependent upon the entry by the Bankruptcy Court of the Prepetition LP Facility Guarantee Claim Order. There is no assurance that the Bankruptcy Court will enter Prepetition LP Facility Guarantee Claim Order. If the Bankruptcy Court does not enter the Prepetition LP Facility Guarantee Claim Order, the Harbinger Inc. Plan will not be confirmed.

D. Risks Related To Reorganized Inc. Debtors Equity Interests.

1. Liquid Trading Of Reorganized Inc. Debtors Equity Interests.

The Reorganized Inc. Debtors Equity Interests will not initially be listed on an exchange and Harbinger makes no assurance that liquid trading markets for the Reorganized Inc. Debtors Equity Interests will develop. The liquidity of the Reorganized Inc. Debtors Equity Interests will depend upon, among other things, the number of Holders of Reorganized Inc. Debtors Equity Interest, the Reorganized Inc. Debtors' financial performance and the market for similar securities, none of which can be determined or predicted. Harbinger therefore cannot make assurances as to the development of an active trading market or, if a market develops, the liquidity or pricing characteristics of that market.

2. Trading Reorganized Inc. Debtors Equity Interests.

Holders of Reorganized Inc. Debtors Equity Interests may seek to sell such securities in an effort to obtain liquidity. These sales and the volume of Reorganized Inc. Debtors Equity Interests available for trading could cause the trading price for the Reorganized Inc. Debtors Equity Interests to be depressed, particularly in the absence of an established trading market for the stock.

E. Additional Risks.

1. Harbinger Has No Duty To Update.

The statements contained in the Harbinger Specific Disclosure Statement are made by Harbinger as of the date hereof, unless otherwise specified herein, and the delivery of the Harbinger Specific Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. Harbinger has no duty to update the Harbinger Specific Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

2. No Representations Outside The Harbinger Specific Disclosure Statement.

No representations concerning or related to the Inc. Debtors, the Chapter 11 Cases, or the Harbinger Inc. Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Harbinger Specific Disclosure Statement. Any representations or inducements made to secure acceptance or rejection of the Harbinger Inc. Plan that are other than as contained in, or included with, the Harbinger Specific Disclosure Statement should not be relied upon by you in arriving at your decision.

3. No Legal Or Tax Advice Is Provided To You By The Harbinger Specific Disclosure Statement.

The contents of the Harbinger Specific Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or Equity Interest should consult his, her or its own legal counsel and accountant as to legal, tax and other matters concerning his, her or its Claim or Equity Interest. The Harbinger Specific Disclosure Statement is not legal advice to you. The Harbinger Specific Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Harbinger Inc. Plan or object to Confirmation of the Harbinger Inc. Plan.

4. No Admission Made.

The Harbinger Inc. Plan and this Harbinger Specific Disclosure Statement is an offer to resolve the claims against and interests in the Inc. Debtors. Accordingly, nothing contained herein shall constitute an admission of, or be deemed evidence of, the tax or other legal effects of the Harbinger Inc. Plan on the Inc. Debtors or on Holders of Claims or Equity Interests or be deemed an admission in any litigation to which Harbinger is a party.

VIII.
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES.

The following is a discussion of certain United States federal income tax consequences of the Harbinger Inc. Plan to the Inc. Debtors and certain Holders of Claims and Equity Interests. This discussion does not address the United States federal income tax consequences to Holders of Claims or Holders of Equity Interests who are Unimpaired or Holders who are not entitled to vote because they are deemed to reject the Plan. Further, this discussion does not address the Canadian federal or provincial income or transactional tax considerations of the Plan (if any) to the Holders of Claims and Equity Interests. Holders to whom Canadian tax rules may be relevant should consult their own tax advisors.

ALL HOLDERS OF CLAIMS AND HOLDERS OF EQUITY INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE UNITED STATES FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

This discussion is based on the Internal Revenue Code of 1986 (as amended, the "Tax Code"), Treasury Regulations thereunder, and administrative and judicial interpretations and practice, all as in effect on the date of this Harbinger Disclosure Statement and all of which are subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty exists with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and the Inc. Debtors do not intend to seek a ruling from the Internal Revenue Service as to any of the tax consequences of the Harbinger Inc. Plan, including those items discussed below. There can be no assurance that the Internal Revenue Service will not challenge one or more of the tax consequences of the Harbinger Inc. Plan. This discussion does not apply to Holders of Claims or Equity Interests that are not United States persons (as such term is defined in the Tax Code (except to the limited extent specifically noted herein)), or that are otherwise subject to special treatment under United States federal income tax law (including, without limitation, banks, governmental authorities or agencies, financial institutions, insurance companies, pass-through entities, tax-exempt organizations, brokers and dealers in securities, mutual funds, small business investment companies, regulated investment companies, partnerships, or other pass-through entities (and partners or members in such entities)). The following discussion assumes that Holders of Claims and Equity Interests hold such Claims and Equity Interests as "capital assets" within the meaning of section 1221 of the Tax Code. Moreover, this discussion does not purport to cover all aspects of United States federal income taxation that may apply to the Inc. Debtors and Holders of Claims and Equity Interests based upon their particular circumstances. Additionally, this discussion does not discuss any tax consequences that may arise under any laws other than United States federal income tax law, including under state, local, or foreign tax law and does not address the United States "Medicare" tax on certain net investment income.

THE FOLLOWING DISCUSSION OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE SPECIFIC CIRCUMSTANCES OF A HOLDER OF A CLAIM OR AN EQUITY INTEREST. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS ARE URGED TO CONSULT

THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE HARBINGER INC. PLAN.

A. Certain Federal Income Tax Consequences Of The Harbinger Inc. Plan To Inc. Debtors.

For United States federal income tax purposes, LightSquared Inc. is the parent of an affiliated group of corporations that files a consolidated federal income tax return. Through December 31, 2012, this group has reported that it incurred United States federal tax net operating loss carryforwards ("NOLs") of approximately $2.3 billion, and it expects that additional NOLs were generated in 2013. Some small portion of these NOLs may be subject to existing limitations.

1. Cancellation Of Debt And Reduction Of Tax Attributes.

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (i) the amount of cash paid and (ii) the fair market value of any other consideration given in satisfaction of such indebtedness at the time of the exchange. A debtor will not, however, be required to include any amount of COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the Tax Code. In general, tax attributes will be reduced in the following order: (w) NOLs; (x) most tax credits and capital loss carryovers; (y) tax basis in assets; and (z) foreign tax credits. A debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code.

Under the Harbinger Inc. Plan, the Inc. Debtors will satisfy most of the Claims for Cash, debt obligations, and equity interests of the Reorganized Inc. Debtors. Whether LightSquared Inc. and its corporate subsidiaries will recognize COD Income will depend, in part, on the amount that they are considered to owe on the Claims against them for federal income tax purposes and the value of the equity interests transferred in exchange for the Claims, in each case as of the Effective Date. To the extent LightSquared Inc. or its subsidiaries that are taxed as corporations recognize (or are treated as recognizing) COD Income, such income will reduce tax attributes, including NOLs, that may remain available to the Inc. Debtors.

2. Potential Limitations On NOLs And Other Tax Attributes.

Following the Effective Date, the NOLs and certain other tax attributes of the Inc. Debtors that remain and are allocable to periods prior to the Effective Date (collectively, "pre-change losses") may be subject to limitation under section 382 of the Tax Code. Any section 382 limitations apply in addition to, and not in lieu of, the use of attributes or the attribute reduction that results from COD Income, if any, arising in connection with the Plan.

Under section 382, if a corporation undergoes an "ownership change" and the corporation does not qualify for (or elects out of) the special bankruptcy exception in section 382(l)(5) of the Tax Code discussed below, the amount of its pre-change losses that may be utilized to offset future taxable income is subject to an annual limitation.

The transactions contemplated by the Harbinger Inc. Plan are likely to constitute an "ownership change" of LightSquared Inc. and its corporate subsidiaries other than Reorganized One Dot Four and TVCC, and could constitute an ownership change of Reorganized One Dot Four and TVCC, for these purposes.

(a) General Annual Limitation.

In general, the amount of the annual limitation to which a corporation that undergoes an ownership change will be subject is equal to the product of (i) the fair market value of the stock of the corporation ***immediately before*** the ownership change (with certain adjustments) multiplied by (ii) the "long term tax exempt rate" in effect for the month in which the ownership change occurs (e.g., 3.27% for ownership changes occurring in July, 2014). As discussed below, this annual limitation often may be increased in the event the corporation has an overall "built-in" gain in its assets at the time of the ownership change. For a corporation in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined immediately ***after*** (rather than before) the ownership change after giving effect to the discharge of creditors' claims, but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation's assets.

Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. However, if the corporation does not continue its historic business or use a significant portion of its historic assets in a new business for at least two (2) years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero (0), thereby precluding any utilization of the corporation's pre-change losses, absent any increases due to recognized built-in gains discussed below. Generally, NOLs expire twenty (20) years after the year in which they arose.

Section 382 of the Tax Code adjusts, in certain cases, for built-in gain or loss. If the loss corporation has a net unrealized built-in gain at the time of an ownership change, any built-in gains recognized (or, according to an Internal Revenue Service notice, treated as recognized) during the following five (5) years (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year recognized, such that the loss corporation would be permitted to use its pre-change losses against such built-in gain income in addition to its regular annual allowance. Corresponding rules may reduce the corporation's ability to use losses if it has a built-in loss in its assets. In general, a loss corporation's (or consolidated group's) net unrealized built-in gain or loss will be deemed to be zero unless the amount is greater than the lesser of (i) $10 million or (ii) 15% of the fair market value of its assets (with certain adjustments) before the ownership change. The Inc. Debtors expect that they have a substantial net unrealized built-in gain in their assets.

If section 382(l)(5) of the Tax Code, described below, does not apply (either because the Reorganized Inc. Debtors do not qualify or elects not to apply it), and the Reorganized Inc. Debtors are treated as continuing its historic business or uses a significant portion of its historic assets in a new business for at least two (2) years after the ownership change of LightSquared Inc. (there is no dispositive guidance on the application of the continuing business requirement on these particular facts), the Reorganized Inc. Debtors would retain the use and benefit of LightSquared's NOLs subject to the limitations described above.

(b) Section 382(l)(5) Bankruptcy Exception.

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where the shareholders and/or qualified (so-called "old and cold") creditors of a debtor receive or retain, in respect of their claims or equity interests, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. If section 382(l)(5) applies, the loss corporation's losses and tax credits will be reduced by the interest deductions claimed during the current and preceding three (3) taxable years with respect to any debt that was exchanged for equity pursuant to the Chapter 11 Cases. Moreover, if section 382(l)(5) applies and the debtor thereafter undergoes another ownership change within two (2) years, the debtor's pre-change losses with respect to such ownership change (which would include any pre-change loss as of the effective date of the plan of reorganization, to the extent not yet used or otherwise reduced, and any NOLs incurred in the interim) will be subject to a section 382 limitation of zero (0), which may effectively render such pre-change losses unavailable.

It is uncertain whether section 385(l)(5) of the Tax Code will apply to the ownership changes that occur as a result of the consummation of the Plan or, if it does apply, whether the Reorganized Inc. Debtors (including Reorganized One Dot Four and TVCC, if the transactions contemplated by the Harbinger Inc. Plan constitute an ownership change of Reorganized One Dot Four and TVCC) will elect not to apply it. Even if the Reorganized Inc. Debtors qualify for this exception, they may, if they so desire, elect not to have the exception apply and instead remain subject to the annual limitation described above. If section 382(l)(5) of the Tax Code does apply, the Reorganized Inc. Debtors would retain the full use and benefit of LightSquared's NOLs remaining after taking into account the use of NOLs to offset any COD Income. Any such NOLs may be substantial and will be available to the Reorganized Inc. Debtors.

3. Alternative Minimum Tax.

In general, an alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income ("AMTI") at a 20% rate to the extent such tax exceeds the corporation's regular federal income tax for the year. AMTI is generally equal to regular taxable income with certain adjustments. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated. For example, only 90% of a corporation's AMTI generally may be offset by available NOLs. The effect of this rule could cause the Inc. Debtors to be liable for federal income taxes in connection with gain, if any, arising in connection with the transactions contemplated by the Harbinger Inc. Plan, even if the Inc. Debtors have NOLs in excess of the amount of any such gain.

B. Certain Federal Income Tax Consequences Of The Harbinger Inc. Plan To Holders Of Claims Under Plan.

As used in this section of the Disclosure Statement, the term "U.S. Holder" means a beneficial owner of Claims that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holds Claims or Equity Interests, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding any of such instruments, you should consult your own tax advisor. Where gain or loss is recognized by a Holder of a Claim, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder and how long the Claim has been held.

1. Consequences To Holders Of Claims.

(a) Holders Of Prepetition Inc. Facility Subordinated Claims.

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder agrees to any other treatment, each Holder of an Allowed Prepetition Inc. Facility Subordinated Claim will receive such Holder's Pro Rata share of (a) 100% the Reorganized One Dot Four Common Shares and TVCC Common Shares; (b) 70% of the Reorganized One Dot Six Common Shares; and (c) Reorganized One Dot Six Preferred Shares having an original stated principal value of $75 million. A U.S. Holder of an Allowed Prepetition Inc. Facility Subordinated Claim will recognize gain or loss in an amount equal to the different, if any, between (i) the sum of the fair market value their share of the Reorganized One Dot Four Common Shares and TVCC Common Shares received in the exchange (other than amounts allocable to accrued but unpaid interest), fair market value of the Reorganized One Dot Six Common Shares and the fair market value of the Reorganized One Dot Six Preferred Shares and (ii) the Holder's adjusted tax basis in the Claim (other than in respect of accrued but unpaid interest).

(b) Holders Of Prepetition Inc. Facility Non-Subordinated Claims.

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Non-Subordinated Claim (other than an Acquired Inc. Facility Claim, on the New DIP Closing Date**)**, except to the extent that a Holder agrees to any other treatment, each Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim will receive Cash in the amount equal to such Allowed Prepetition Inc. Facility Non-Subordinated Claim. A U.S. Holder of an Allowed Prepetition Inc. Facility Non-Subordinated Claim will recognize gain or loss in an amount equal to the different, if any, between (i) the amount of Cash received in the exchange (other than amounts allocable to accrued but unpaid interest) and (ii) the Holder's adjusted tax basis in the Claim (other than in respect of accrued but unpaid interest).

(c) Holders Of Inc. General Unsecured Claims.

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder agrees to any other treatment, each Holder of an Allowed General Unsecured Claim against an individual Inc. Debtor will receive Cash. A U.S. Holder of an Allowed General Unsecured Claim generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of Cash received in the exchange (other than amounts allocable to accrued but unpaid interest) and (ii) the Holder's adjusted tax basis in the Claim (other than in respect of accrued but unpaid interest).

(d) Issue Price.

The issue price of a debt instrument will depend on whether it or property for which it is exchanged is considered to be "traded on an established market." In general, a debt instrument will be treated as traded on an established market if, at any time during the thirty-one (31)-day period ending fifteen (15) days after the issue date, (i) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (ii) a "firm" price quote for the debt instrument is available from at least one broker, dealer, or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (iii) there are one or more "indicative" quotes available from at least one broker, dealer, or pricing service for property. If a debt instrument (or property for which it is exchanged) is traded on an established market, the issue price of the debt instrument is generally its fair market value (or the fair market value of the property for which it was issued) as of the date of the exchange. If a debt instrument (and property for which it is exchanged) is not traded on an established market, its issue price is generally its stated principal amount.

(e) Accrued But Untaxed Interest.

A portion of the consideration received by a Holder of Claims may be attributable to accrued but unpaid interest on such Claims. Any amounts treated as received for accrued interest

should be taxable to that Holder as interest income if such accrued interest has not been previously included in the Holder's gross income for United States federal income tax purposes. If the fair value of the consideration received by a Holder of Claims is not sufficient to fully satisfy all principal and interest on such Claims, the extent to which the consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to a Holder of Claims will be allocated first to the principal amount of the Holder's Claims, with any excess allocated to accrued but unpaid interest, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan is binding for United States federal income tax purposes. The Internal Revenue Service could take the position, however, that the consideration received by the Holder should be allocated in some way other than as provided in the Plan. A Holder of an Allowed Claim should generally recognize a deductible loss to the extent the Holder previously included accrued interest in its gross income and such interest is not paid in full. A Holder of Claims that receives property other than cash in satisfaction of accrued interest should generally have a tax basis in such property that equals the fair market value of the property on the Effective Date and the Holder's holding period for such property should begin on the day following the Effective Date. Holders of Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

(f) Market Discount.

Holders of Claims may be affected by the "market discount" provisions of sections 1276 through 1278 of the Tax Code. Under these provisions, some or all of the gain recognized by a Holder may be treated as ordinary income (instead of capital gain), to the extent of the amount of accrued "market discount" on such Claims.

In general, a debt obligation with a fixed maturity of more than one (1) year that is acquired by a holder on the secondary market (or, in certain circumstances, upon original issuance) is considered to be acquired with "market discount" as to that holder if the debt obligation's stated redemption price at maturity (or revised issue price as defined in section 1278 of the Tax Code, in the case of a debt obligation issued with original issue discount) exceeds the tax basis of the debt obligation in the holder's hands immediately after its acquisition. However, a debt obligation is not a "market discount bond" if the excess is less than a statutory *de minimis* amount (equal to 0.25% of the debt obligation's stated redemption price at maturity, or revised issue price in the case of a debt obligation issued with original issue discount, multiplied by the number of complete years remaining until maturity at the time of the acquisition).

Any gain recognized by a Holder on the taxable disposition of Claims (determined as described above) that were acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Claims were considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued).

2. Consequences To Holders Of Equity Interests.

(a) Consequences To Holders Of Existing Inc. Preferred Stock.

Pursuant to the Plan, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing Inc. Preferred Stock Equity Interest held by an Other Existing Inc. Preferred Equity Interest Holder, except to the extent that a Holder agrees to any other treatment, will receive, such Holder's Pro Rata share of 8.0% of the Reorganized One Dot Six Common Shares. A Holder generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the fair market value of the Reorganized One Dot Six Common Shares received and (ii) the Holder's adjusted tax basis in its Existing Inc. Preferred Stock Equity Interests. Notwithstanding the foregoing, if (i) there is accrued but unpaid yield on the Existing Inc. Preferred Stock Equity Interests and (ii) LightSquared Inc. has current or accumulated earnings and profits (as determined for United States federal income tax purposes) at the end of that taxable year, a portion of the consideration received may be treated as received in exchange for the unpaid yield. Any such amount will be treated as dividend income to the extent of such Holder's share of LightSquared Inc.'s earnings and profits. A Holder's basis in the consideration received in respect of accrued yield paid out of LightSquared Inc.'s earnings and profits would be the fair market value of such consideration on the Effective Date, and the Holder's holding period for the consideration should begin on the day following the Effective Date.

SIG, in its capacity as a Holder of the Existing Inc. Series B Preferred Stock Equity Interests, should contact its advisor regarding the U.S. federal income tax consequences of the Plan to it in light of its particular circumstances.

3. Consequences Of Holding Certain Reorganized Inc. Debtors Shares And Debt Obligations.

(a) Reorganized One Dot Six Common Interests.

Reorganized One Dot Six is expected to be taxed as a partnership for United States federal income tax purposes and not as a publicly traded partnership taxed as a corporation. Assuming Reorganized One Dot Six is taxed as a partnership, it will generally not be subject to United States federal income tax. Instead, its taxable income or loss will be allocated to Holders of Reorganized One Dot Six equity interests based on United States federal income tax rules. Allocation of taxable income to a holder of Reorganized One Dot Six Common Interests may result in such Holder being required to pay tax on such income in advance of its receipt of cash distributions from Reorganized One Dot Six. In that case, a Holder would be required to fund any such taxes from other sources.

While this discussion of Certain United States Federal Income Tax Consequences generally does not apply to a Holder that is not a U.S. Holder (a "Non-U.S. Holder"), we note that a Non-U.S. Holder of Reorganized One Dot Six Common Interests may, as a result of owning an interest in a United States partnership, be attributed income effectively connected with a United States trade or business, and be subject to United States tax and tax filing requirements with respect to its share of income from such trade or business as if it were a U.S. Holder.

(b) Reorganized One Dot Six Preferred Shares.

Assuming Reorganized One Dot Six is taxed as a partnership for United States federal income tax purposes, it will generally not be subject to income tax. Instead, its taxable income or loss will be allocated to Holders of Reorganized One Dot Six equity interests based on United States federal income tax rules. Allocation of taxable income to a holder of Reorganized One Dot Six Preferred Shares may result in such Holder being required to pay tax on such income in advance of its receipt of cash distributions from Reorganized One Dot Six. In that case, a Holder would be required to fund any such taxes from other sources. In addition, to the extent a Holder of Reorganized One Dot Six Preferred Shares is or will be entitled to a payment that is determined without regard to Reorganized One Dot Six's income, such Holder may be treated as receiving guaranteed payments under section 707(c) of the Tax Code. A Holder would generally have ordinary income to the extent of any guaranteed payment received (or deemed received as it accrues) with respect to a Reorganized One Dot Six Preferred Share.

While this discussion of Certain United States Federal Income Tax Consequences generally does not apply to a Non-U.S. Holder (defined above), we note that a Non-U.S. Holder of Reorganized One Dot Six Preferred Shares that is a Non-U.S. Holder may, as a result of owning an interest in a United States partnership, be attributed income effectively connected with a United States trade or business, and be subject to United States tax and tax filing requirements with respect to its share of income from such trade or business as if it were a U.S. Holder.

4. Information Reporting And Backup Withholding.

In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder of a Claim or Equity Interest may be subject to backup withholding (at a rate of 28%) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact or (b) provides a correct taxpayer identification number and certifies under penalty of perjury that its taxpayer identification number is correct and that the Holder is not subject to backup withholding because of a failure to report all dividend and interest income. Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided, however, that the required information is provided to the Internal Revenue Service.

THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF UNITED STATES FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM OR EQUITY INTEREST IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTION CONTEMPLATED BY THE RESTRUCTURING, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

IX.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE HARBINGER INC. PLAN.

If the Harbinger Inc. Plan is not confirmed and consummated, alternatives to the Harbinger Inc. Plan include (i) liquidation of the Debtors under Chapter 7 of the Bankruptcy Code, or (ii) confirmation of an alternative plan of reorganization proposed in the Chapter 11 Cases.

A. Liquidation Under Chapter 7.

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under Chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a Chapter 7 liquidation would have on the recovery of Holders of Claims and Equity Interests is set forth in Article VI.A.1(b) above. Harbinger believes that liquidation under Chapter 7 would result in smaller distributions being made to creditors than those provided for in the Harbinger Inc. Plan because the Harbinger Inc. Plan would distribute to all Holders of Claims an amount greater than the amount that they would be entitled to in a liquidation. Moreover, a liquidation of the Inc. Debtors is undesirable because of (i) the likelihood that the assets of the Inc. Debtors would have to be sold or otherwise disposed of in a less orderly fashion over a shorter period of time; (ii) additional administrative expenses involved in the appointment of a Chapter 7 trustee; and (iii) additional expenses and Claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of leases and other executory contracts in connection with a cessation of the Inc. Debtors' operations.

B. Alternative Plans.

On August 7, 2014, the Debtors filed their Fourth Amended Plan. As described above in Article II.D, Harbinger does not believe that the Fourth Amended Plan sufficiently maximizes the assets of the Inc. Debtors. Specifically the Harbinger Inc. Plan is better for creditors of the Inc. Debtors than the Fourth Amended Plan because under the Harbinger Inc Plan:

(a) Holders of Prepetition Inc. Facility Non-Subordinated Claims will receive payment in full *in Cash*;

(b) Holders of Prepetition Inc. Facility Subordinated Claims will receive 100% of the Reorganized One Dot Four Common Shares and TVCC Common Shares;

(c) Holders of Existing Inc Preferred Equity Interests will receive a distribution of Reorganized LightSquared Inc. Common Shares and/or Reorganized One Dot Six Common Shares; and

(d) All causes of action currently held by the Inc. Debtors are preserved for the benefit of the Reorganized Inc. Debtors, including highly valuable claims against SPSO and its affiliates.

X.
CONCLUSION.

Harbinger respectfully submits that the Harbinger Inc. Plan maximizes the value of the Inc. Debtors' estates, provides for the Inc. Debtors' to maximize the recovery of their creditors and minimizes to the greatest possible extent the enormous risk and delay of approval of a transfer of control. For these reasons, Harbinger urges all Holders of Claims entitled to vote to accept the Harbinger Inc. Plan.

Dated: August 12, 2014
New York, New York

By: /s/ *David M. Friedman*
David M. Friedman
Adam L. Shiff
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Attorneys for Harbinger Capital Partners LLC

EXHIBIT A

Harbinger Capital Partners LLC's Joint Plan of Reorganization For The Inc. Debtors Pursuant To Chapter 11 Of The Bankruptcy Code

[Filed at Docket No. 1696]

EXHIBIT B

Sources and Uses

SOURCES & USES

SOURCES	
New First Lien Term Loan	$160
New Second Lien Term Loan	40
New Revolver/Delayed Draw ($100 Facility Size)	-
Preferred New Money Equity Investment	260
Existing Cash [(a)]	-
Total Sources	**$460**

USES	
Inc. DIP Repayment [(b)]	$101
Mast Inc. Pre-petition Debt Repayment [(b)(c)]	325
Estimated Admin. & Priority Claims	7
General Unsecured Claims	0.1
Cash to Balance Sheet at Close [(d)]	27
Total Uses	**$460**
Memo:	
Liquidity at Close [(d)(e)]	$127

Note: Calculated as of 9/30/14.

(a) Assumes $0 cash at 9/30/14.
(b) Includes 2% fee.
(c) Assumes accrual at default interest rate.
(d) Subject to adjustments for costs of financing.
(e) Pursuant to $100 million revolver.

EXHIBIT C

Liquidation Analysis

[To Come]

EXHIBIT D

Projections

[To Come]

TAB I

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Exhibit "I" to the Affidavit of Elizabeth Creary,
sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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Attorneys for U.S. Bank National Association and MAST Capital Management, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,[1]	)	Case No. 12-12080 (SCC)
Debtors.	)	Jointly Administered

NOTICE OF FILING OF CLEAN AND BLACKLINE VERSIONS OF (A) SECOND AMENDED CHAPTER 11 PLAN FOR ONE DOT SIX CORP. PROPOSED BY U.S. BANK NATIONAL ASSOCIATION AND MAST CAPITAL MANAGEMENT, LLC AND (B) AMENDED PURCHASE AGREEMENT

PLEASE TAKE NOTICE that U.S. Bank National Association and MAST Capital Management, LLC (on behalf of itself and its managed funds and accounts), by and through their undersigned counsel, hereby file (i) the *Second Amended Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC* (as the same may be amended from time to time, the "One Dot Six Plan"), attached as Exhibit 1 hereto, (ii) a

[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) ("One Dot Six"), 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 10802 Parkridge Boulevard, Reston, VA 20191.

blackline reflecting changes to the version of the One Dot Six Plan filed on January 21, 2014 [ECF No. 1240], attached as Exhibit 2 hereto, (iii) an amended *Purchase Agreement by and between One Dot Six Corp. and MAST Spectrum Acquisition Company LLC* (as the same may be amended from time to time, the "Purchase Agreement"), attached as Exhibit 3 hereto, and (iv) a blackline reflecting changes to the version of the Purchase Agreement filed on October 7, 2013 [ECF No. 914], attached as Exhibit 4 hereto.

PLEASE TAKE FURTHER NOTICE that on **October 20, 2014** at a time to be determined, a hearing will be held before the Honorable Shelley C. Chapman in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), at One Bowling Green, New York, New York 10004, at which the Bankruptcy Court will consider confirmation of the One Dot Six Plan (the "Confirmation Hearing"). The Confirmation Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Confirmation Hearing or by the filing of a hearing agenda.

[*Concluded on the following page*.]

PLEASE TAKE FURTHER NOTICE THAT copies of the One Dot Six Plan and the Purchase Agreement may be obtained from the Bankruptcy Court's website, https://ecf.nysb.uscourts.gov/ for a nominal fee or, free of charge, from the website of the claims and noticing agent, www.kccllc.net/LightSquared.

Dated: August 19, 2014
New York, New York

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ *Philip C. Dublin*

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EXHIBIT 1

Second Amended One Dot Six Plan

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED, INC., et al.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

SECOND AMENDED CHAPTER 11 PLAN FOR ONE DOT SIX CORP. PROPOSED BY U.S. BANK NATIONAL ASSOCIATION AND MAST CAPITAL MANAGEMENT, LLC

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Counsel to U.S. Bank National Association and MAST Capital Management, LLC

Dated New York, New York
August 19, 2014

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registrations numbers, 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).

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INTRODUCTION

U.S. Bank National Association and MAST Capital Management, LLC hereby propose the following plan pursuant to chapter 11 of the Bankruptcy Code for the resolution of claims against, and equity interests in, One Dot Six Corp., one of the Debtors in the above-captioned cases. This plan does not comprise a plan for, nor is it proposed with respect to, any other Debtor whose chapter 11 case is being jointly administered with the chapter 11 case of One Dot Six Corp.[2]

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS

A. Rules Interpretation and Computation of Time

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (e) unless otherwise stated, the words "herein," "hereof" and "hereto" refer to the One Dot Six Plan in its entirety rather than to a particular portion of the One Dot Six Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (i) the terms of the One Dot Six Plan are not intended to alter the terms of the Purchase Agreement in any way and, in the event of any inconsistency between the terms of the One Dot Six Plan and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

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[2] *See* Order Directing the Joint Administration of the Debtors' Chapter 11 Cases [Docket No. 33].

1. "*Acquired Assets*" means the Assets of One Dot Six to be sold pursuant to the terms and conditions of the Purchase Agreement and the Sale Order. For the avoidance of doubt, "Acquired Assets" shall include any and all claims held by One Dot Six against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

2. "*Administrative Claim*" means any right to payment constituting a cost or expense of administration of the Chapter 11 Case of One Dot Six under Bankruptcy Code sections 503(b), 507(a)(2) or 1114(e)(2), including, without limitation, (i) any actual and necessary expenses of preserving the One Dot Six Estate, (ii) any actual and necessary expenses of operating the businesses of One Dot Six, (iii) any indebtedness or obligations incurred or assumed by One Dot Six in connection with the conduct of its business from and after the Petition Date, (iv) One Dot Six Fee Claims, (v) any fees and charges assessed against the One Dot Six Estate under section 1930 of chapter 123 of title 28 of the United States Code, (vi) the Plan Proponent Fee Claims, and (vii) the Inc. Expense Reimbursement.

3. "*Affiliate*" has the meaning set forth in Bankruptcy Code section 101(2).

4. "*Allowed*" means, with respect to a Claim or Equity Interest, or any portion thereof, in any Class or category specified, a Claim or Equity Interest (i) that is evidenced by a Proof of Claim or Equity Interest to which no objection or request for estimation has been filed on or before any objection deadline set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court, (ii) that is listed on the Schedules but is not listed as disputed, contingent or unliquidated, that is not otherwise subject to an objection and as for which no contrary or superseding Proof of Claim or Equity Interest has been filed, (iii) as to which any objection has been settled, waived, withdrawn or overruled by a Final Order or (iv) that is expressly allowed (a) by a Final Order, (b) solely with respect to those Claims that are not pre-petition Claims and are not required under applicable bankruptcy law to be allowed pursuant to an order of the Bankruptcy Court, by an agreement between the holder of such Claim and One Dot Six pursuant to an agreement which was approved or otherwise permitted by a Final Order of the Bankruptcy Court or is an ordinary course agreement that, unless *de minimis* in nature, has been provided to and has not been objected to in writing by the Plan Proponents or (c) pursuant to the terms of the One Dot Six Plan regardless of whether an objection is pending or subsequently brought against such Claim or Equity Interest. For the avoidance of doubt, to the extent a Claim is not Allowed, such Claim is still subject to objection based upon potentially applicable rights of avoidance, setoff, subordination and any other defense.

5. "*Applicable Law*" means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

6. "*Assets*" means all of One Dot Six's assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

7. "*Assumed Liabilities*" means the liabilities of One Dot Six assumed by the Purchaser pursuant to the Purchase Agreement, the Sale Order and the Confirmation Order.

8. "*Avoidance Actions*" means all Causes of Action of the One Dot Six Estate that arise under Bankruptcy Code sections 544, 545, 547, 548, 549, 550, 551 and/or 553.

9. "*Ballot*" means the ballot upon which holders of impaired Claims against, or Equity Interests in, One Dot Six entitled to vote indicated their acceptance or rejection of the One Dot Six Plan in accordance with the One Dot Six Plan and the procedures governing the solicitation process, and which must have been actually received on or before the Voting Deadline.

10. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

11. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of New York, or such other court having jurisdiction over the Chapter 11 Case of One Dot Six.

12. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Case of One Dot Six, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

13. "*Bid Procedures Order*" means the Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief [Docket No. 892].

14. "*Business*" means the Seller's possession of certain rights to control, use and operate, on a nationwide basis, a wireless network providing service using 5 MHz of Spectrum in the 1670-1675 MHz band.

15. "*Business Day*" means any day, other than a Saturday, Sunday or "*legal holiday*" (as defined by Bankruptcy Rule 9006(a)).

16. "*Cash*" means cash and cash equivalents, in legal tender of the United States of America.

17. "*Causes of Action*" means all claims, rights, actions, causes of action (including Avoidance Actions), liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, asserted or unasserted, arising in law, equity or otherwise, including intercompany claims.

18. "*Chapter 11 Cases*" means the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. "*Claim*" means any claim as defined in Bankruptcy Code section 101(5) against One Dot Six.

20. "*Claims Agent*" means Kurtzman Carson Consultants LLC, or any other Person approved by the Bankruptcy Court to act as the Debtors' claims and noticing agent pursuant to 28 U.S.C. § 156(c).

21. "*Class*" means each category of Claims or Equity Interests established under Article III.A of the One Dot Six Plan pursuant to Bankruptcy Code sections 1122 and 1123(a).

22. "*Closing*" means the consummation of all transactions required to close the One Dot Six Sale, after satisfaction of all applicable conditions to Closing, as set forth in the Purchase Agreement.

23. "*Collateral*" means any property or interest in property of the One Dot Six Estate that is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

24. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

25. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court, as it may be continued from time to time, to consider confirmation of the One Dot Six Plan.

26. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the One Dot Six Plan pursuant to Bankruptcy Code section 1129, which order may also authorize and direct One Dot Six to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date) pursuant to Bankruptcy Code sections 105(a), 365, 1123(b)(4), 1129, 1142(b) and 1146(b), in form and substance acceptable to the Purchaser and the Plan Proponents.

27. "*Cure Costs*" means the amount, if any, that One Dot Six contends is the amount needed to cure any defaults and pecuniary losses with respect to executory contracts and unexpired leases anticipated to be Designated Contracts.

28. "*Cure Dispute*" means a dispute regarding (i) any Cure Cost; (ii) the ability of One Dot Six or the Purchaser to demonstrate adequate assurance of future performance (within the meaning of Bankruptcy Code section 365) under any contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption.

29. "*Debtors*" means 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.

30. "*Designated Contract*" has the meaning set forth in the Purchase Agreement.

31. "*Designated Representative*" means Eugene I. Davis and any successor thereto designated from time to time by the Plan Administrator to hold office and serve as the sole officer and director of reorganized One Dot Six.

32. "*DIP Agent*" means U.S. Bank National Association, in its capacity as administrative agent on behalf of the DIP Lenders under the DIP Credit Agreement.

33. "*DIP Claims*" means the Claims of the DIP Agent and the DIP Lenders arising under the DIP Credit Agreement, including, without limitation, all principal, interest, default interest and exit fees provided for thereunder.

34. "*DIP Credit Agreement*" means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), between One Dot Six Corp., as borrower, LightSquared, Inc., One Dot Four Corp. and One Dot Six TVCC Corp., as guarantors, the DIP Lenders, the DIP Agent and the other parties thereto.

35. "*DIP Lenders*" means the lenders and financial institutions from time to time party to the DIP Credit Agreement and defined as Lenders thereunder.

36. "*DIP Order*" means 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], as amended.

37. "*Disallowed Claim*" means a Claim, or such portion of a Claim, that has been disallowed by a Final Order.

38. "*Disbursing Agent*" means, for purposes of making distributions under the One Dot Six Plan, One Dot Six, the Plan Administrator or a designee thereof.

39. "*Disputed Claim*" means, as of any relevant date, (i) any Claim, or any portion thereof (a) that is not an Allowed Claim or Disallowed Claim as of the relevant date, or (b) for which a Proof of Claim has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent that One Dot Six, the Disbursing Agent or any party in interest has interposed a timely objection or request for estimation, which objection or request for estimation has not been withdrawn or determined by a Final Order as of the relevant date, and (ii) any Intercompany Claim.

40. "*Disputed Claims Reserve*" means a reserve that may be established and maintained by the Disbursing Agent for the purpose of effectuating distributions to holders of Disputed Claims pending allowance or disallowance of such Claims in accordance with the One Dot Six Plan.

41. "*Distribution Account*" means an account maintained by the Disbursing Agent into which the Plan Consideration will be delivered and then distributed by the Disbursing Agent in accordance with the One Dot Six Plan.

42. "*Distribution Record Date*" means, with respect to all Classes, the third (3rd) Business Day after the date the Confirmation Order is entered by the Bankruptcy Court or such other date as shall be established by the Bankruptcy Court in (a) the Confirmation Order, or (b) upon request of One Dot Six or the Plan Proponents, a separate order of the Bankruptcy Court.

43. "*Effective Date*" means the first Business Day following the Confirmation Date selected by the Plan Proponents on which (a) all conditions specified in Article IX.A hereof have been either satisfied or waived pursuant to Article IX.B hereof and (b) no stay of the Confirmation Order is in effect.

44. "*Equity Interest*" means the interest (whether legal, equitable, contractual or other rights) of any holders of any class of equity securities of One Dot Six represented by shares of common or preferred stock or other instruments evidencing an ownership interest in One Dot Six, whether or not certificated, transferable, voting or denominated stock or a similar security, and any Claim or Cause of Action related to or arising from the foregoing, or any option, warrant or right, contractual or otherwise, to acquire any such interest in One Dot Six, including, without limitation, interests evidenced by membership or partnership interests, or other rights to purchase or otherwise receive any ownership interest and any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation.

45. "*Estimation Order*" means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under Bankruptcy Code section 502(c)) the Allowed amount of any Claim, which order or orders may include the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

46. "*Existing Board*" means the board of directors, board of managers or similar governing entity of One Dot Six immediately prior to the Effective Date.

47. "*Expense Reimbursement Order*" means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

48. "*FCC*" means the Federal Communications Commission or any successor agency thereto.

49. "*FCC Application*" means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval of the Transfer of control of the Spectrum Lease Arrangement (including the Sublease) from Seller to Purchaser and/or a new spectrum lease arrangement to effectuate the assignment of the Spectrum Lease Agreement (including the Sublease) from Seller to Purchaser.

50. "*FCC Consent*" means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) consenting or confirming the consent, to the FCC Application.

51. "*FCC Final Order*" means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC's own motion has expired.

52. "*FCC License*" means the license issued to OP LLC for the Spectrum.

53. "*Final Order*" means (a) an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been taken or sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; ***provided***, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Bankruptcy Code section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

54. "*General Disclosure Statement*" means the First Amended General Disclosure Statement filed by the Debtors [Docket No. 918].

55. "*Governmental Entity*" means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

56. "*Inc. Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including success fees) for legal, financial, advisory, accounting and other services and reimbursement of expenses, asserted against the Inc. Debtors, that are awardable and allowable under Bankruptcy Code section 328, 330(a) or 331 or otherwise rendered prior to the Confirmation Date by any Professional Persons in the Inc. Debtors' Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional Person's fees or expenses, or any professional fees payable pursuant to section 16(a) of the DIP Order, then those reduced or denied amounts shall no longer constitute Inc. Accrued Professional Compensation.

57. "*Inc. Debtors*" means LightSquared, Inc., One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

58. "*Inc. Expense Reimbursement*" shall have the meaning given to such term in the Expense Reimbursement Order.

59. "*Inc. Facility*" means the $278,750,000 term loan facility under the Inc. Facility Credit Agreement.

60. "*Inc. Facility Affiliate Indebtedness*" means any and all existing, arising or acquired, directly or indirectly (including by participation), indebtedness, claims, debts, liabilities and obligations (including all principal, interest, premium, make-whole amounts, reimbursement obligations, fees, indemnities or expenses payable under the Inc. Facility Credit Agreement and any other instrument or agreement executed and delivered in connection therewith of Lightsquared Inc. and the Inc. Facility Subsidiary Guarantors respectively owing to the Inc. Facility Affiliate Lenders under or pursuant to such agreements, whether direct or indirect, whether contingent or of any other nature, character, or description (which shall include all interest accrued or accruing after commencement of the Chapter 11 Cases in accordance with the rate specified in the Inc. Facility Credit Agreement or other applicable agreement executed in connection therewith, whether or not the claim for such interest is allowed as a claim in the Chapter 11 Cases), and any refinancings, renewals, refunding or extensions of such amounts.

61. "*Inc. Facility Affiliate Lenders*" means (i) Blue Line DZM Corp., (ii) Harbinger Capital Partners SP, Inc. and (iii) any holder of Inc. Facility Affiliate Indebtedness.

62. "*Inc. Facility Agent*" means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch on behalf of the Inc. Facility Lenders under the Inc. Facility Credit Agreement.

63. "*Inc. Facility Credit Agreement*" means that certain Credit Agreement, dated as of July 1, 2011, by and among LightSquared, Inc., as borrower, the Inc. Facility Subsidiary Guarantors, the Inc. Facility Lenders and the Inc. Facility Agent (as may be amended, supplemented, amended and restated or otherwise modified from time to time).

64. "*Inc. Facility Lender Subordination Agreement*" means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined in the Inc. Facility Lender Subordination Agreement), by which the Affiliate Lenders agreed to subordinate their Claims to the Claims of the Non-Affiliate Lenders.

65. "*Inc. Facility Lenders*" means the lenders and financial institutions from time to time party to the Inc. Facility Credit Agreement and defined as Lenders thereunder.

66. "*Inc. Facility Non-Affiliate Lenders*" means the Inc. Facility Lenders other than the Inc. Facility Affiliate Lenders.

67. "*Inc. Facility – One Dot Six Claims*" means the Inc. Facility – One Dot Six Guaranty Claims and the Inc. Facility – One Dot Six Subordinated Guaranty Claims.

68. "*Inc. Facility – One Dot Six Guaranty Claims*" means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement, but excluding any Inc. Facility – One Dot Six Subordinated Guaranty Claims.

69. "*Inc. Facility – One Dot Six Subordinated Guaranty Claims*" means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement that were subordinated to the Inc. Facility – One Dot Six Guaranty Claims pursuant to the Inc. Facility Lender Subordination Agreement.

70. "*Inc. Facility Prepayment Premium*" means the prepayment premium due and owing pursuant to section 2.10(g) of the Inc. Facility Credit Agreement.

71. "*Inc. Facility Subsidiary Guarantors*" means One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

72. "*Inc. Fee Claim*" means a Claim against the Inc. Debtors under Bankruptcy Code section 328, 330(a), 331, 363 or 503 for Inc. Accrued Professional Compensation.

73. "*Insured Claim*" means any Claim for which One Dot Six or the holder of a Claim is entitled to indemnification, reimbursement, contribution or other payment under a policy of insurance wherein One Dot Six is an insured or beneficiary of the coverage.

74. "*Intercompany Claim*" means any Claim held by a Debtor against One Dot Six.

75. "*Lien*" means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

76. "*Material Adverse Effect*" means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or financial condition of the Business, or (ii) a material adverse effect on the ability of Seller to consummate the transactions contemplated by the Purchase Agreement and the agreements ancillary thereto; provided that changes, effects, events or conditions, to the extent arising or resulting from the following, shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect under the foregoing clause (i): (A) changes in general economic conditions or securities or financial markets that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (B) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (C) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism, in each case that does not have a disproportionate effect on

the Business (relative to the effect on other Persons operating in the same industry as Seller); (D) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); and (E) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

77. "*Notice of Effective Date*" means the notice of the occurrence of the Effective Date to be filed with the Bankruptcy Court and mailed, as necessary, to the holders of Claims against, and Equity Interests in, One Dot Six.

78. "*One Dot Six*" means One Dot Six Corp.

79. "*One Dot Six Estate*" means the estate created for One Dot Six in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

80. "*One Dot Six Fee Claim*" means the portion of the Inc. Fee Claims allocable to One Dot Six.

81. "*One Dot Six General Unsecured Claim*" means any Unsecured Claim against One Dot Six Corp., other than an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a One Dot Six Fee Claim, U.S. Trustee Fees, an Other Secured Claim, an Inc. Facility – One Dot Six Guaranty Claim, or an Inc. Facility – One Dot Six Subordinated Guaranty Claim but including, for the avoidance of doubt, any Intercompany Claim.

82. "*One Dot Six Plan*" means this chapter 11 plan, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time (but solely in accordance with the terms hereof), in form and substance acceptable to the Purchaser and the Plan Proponents.

83. "*One Dot Six Sale*" means the sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1145 and 1146(a) under the terms and conditions of the Purchase Agreement, free and clear of any Claims, Liens, interests, or encumbrances.

84. "*One Dot Six Sale Proceeds*" means all Cash proceeds, if any, and other consideration aside from Assumed Liabilities deliverable to the One Dot Six Estate from the One Dot Six Sale in accordance with the Purchase Agreement to be distributed to the holders of Allowed Claims in accordance with the terms of the One Dot Six Plan.

85. "*One Dot Six Specific Disclosure Statement*" means the Specific Disclosure Statement for the Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC [Docket No. 914].

86. "*Other Secured Claim*" means any Secured Claim against One Dot Six other than (a) a DIP Claim, (b) an Inc. Facility – One Dot Six Guaranty Claim or (c) an Inc. Facility – One Dot Six Subordinated Guaranty Claim.

87. "*Person*" means a person as defined in Bankruptcy Code section 101(41).

88. "*Petition Date*" means May 14, 2012, the date on which the Debtors commenced the Chapter 11 Cases.

89. "*Plan Administrator*" means Pirinate Consulting Group LLC and any successor thereto.

90. "*Plan Consideration*" means the (a) One Dot Six Sale Proceeds less the amount of Cash necessary to fund the Wind Down Reserve and (b) the Retained Assets (or the proceeds thereof).

91. "*Plan Distribution*" means a payment or distribution to holders of Allowed Claims against One Dot Six under the One Dot Six Plan.

92. "*Plan Distribution Date*" means, with respect to any Claim (a) the Effective Date or a date that is as soon as reasonably practicable and permissible after the Effective Date, if such Claim is then an Allowed Claim, or (b) if not Allowed on the Effective Date, a date that is as soon as reasonably practicable and permissible after the date such Claim becomes Allowed.

93. "*Plan Documents*" means the documents, other than the Plan and Purchase Agreement, to be executed, delivered, assumed, and/or performed in connection with the consummation of the One Dot Six Plan, including, without limitation, the Schedule of Assumed Executory Contracts and Unexpired Leases, each of which shall be in form and substance acceptable to the Plan Proponents and the Purchaser and filed with the Bankruptcy Court as specified in the One Dot Six Plan.

94. "*Plan Proponent Fee Claims*" means all Claims for the reasonable out-of-pocket expenses incurred by the Plan Proponents.

95. "*Plan Proponents*" means MAST Capital Management, LLC and U.S. Bank National Association.

96. "*Priority Non-Tax Claim*" means any Claim other than an Administrative Claim, a One Dot Six Fee Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

97. "*Priority Tax Claim*" means any Claim of a governmental unit of the kind specified in Bankruptcy Code section 507(a)(8).

98. "*Professional Person*" means all Persons retained by order of the Bankruptcy Court in connection with the Chapter 11 Cases, pursuant to Bankruptcy Code sections 327, 328, 330 or 1103, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

99. "*Proof of Claim*" means a proof of Claim that must be filed against One Dot Six by the deadline, if any, designated by the Bankruptcy Court as the deadline for filing proofs of Claim against One Dot Six.

100. "*Pro Rata*" means the proportion that an Allowed Claim against, or Equity Interest in, One Dot Six in a particular Class bears to the aggregate amount of Allowed Claims or Equity Interests in that Class, or the proportion that Allowed Claims or Equity Interests in a particular Class bear to the aggregate amount of Allowed Claims or Equity Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Equity Interests under the One Dot Six Plan.

101. "*Purchase Agreement*" means that certain Purchase Agreement by and between One Dot Six Corp. and MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees, pursuant to which, among other things, the Purchaser will acquire the Acquired Assets.

102. "*Purchaser*" means MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees.

103. "*Released Parties*" means (a) One Dot Six, (b) the Plan Proponents, (c) the Purchaser, (d) each Inc. Facility Non-Affiliate Lender, (e) the Inc. Facility Agent, (f) each DIP Lender, (g) the DIP Agent, (h) the Plan Administrator, (i) the Designated Representative and (j) the present and former directors, officers, managers, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, bankruptcy and restructuring advisors and financial advisors of each of the foregoing, in each case solely in their capacity as such; *provided*, *however*, that neither the Purchaser nor One Dot Six shall be deemed to be a Released Party as against one another with respect to each such party's right to enforce the Purchase Agreement against the other party.

104. "*Retained Assets*" means the Assets of One Dot Six that are excluded from the One Dot Six Sale pursuant to the terms and conditions of the Purchase Agreement.

105. "*Sale Order*" means an order of the Bankruptcy Court approving the Purchase Agreement and all transactions required to close the One Dot Six Sale under Bankruptcy Code sections 105, 363, 365 and/or 1129, which order may, for the avoidance of doubt, be the Confirmation Order, and may direct One Dot Six to execute the Purchase Agreement and perform thereunder.

106. "*Schedule of Assumed Executory Contracts and Unexpired Leases*" means a schedule of the contracts and leases to be assumed by One Dot Six pursuant to Article VIII.A.1 of the One Dot Six Plan and assigned to the Purchaser, the initial version of which was filed with the Bankruptcy Court by One Dot Six on November 22, 2013 [Docket No. 1038], as the same may be amended or modified from time to time.

107. "*Schedules*" mean, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs filed by One Dot Six pursuant to Bankruptcy Code section 521 and in substantial accordance with the Official Bankruptcy Forms as the same may have been amended, modified or supplemented from time to time.

108. "*Secured Claim*" means a Claim, either as set forth in the One Dot Six Plan, as agreed to by the holder of such Claim and One Dot Six, or the Plan Administrator, as applicable,

the Plan Proponents or as determined by a Final Order in accordance with Bankruptcy Code sections 506(a) and 1111(b): (a) that is secured by a valid, perfected and enforceable Lien on Collateral, to the extent of the value of the Claim holder's interest in such Collateral as of the Confirmation Date; or (b) to the extent that the holder thereof has a valid right of setoff pursuant to Bankruptcy Code section 553.

109. "*Seller*" means One Dot Six Corp., a Delaware corporation.

110. "*Solicitation Procedures Orders*" means the (i) Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief [Docket No. 936] and (ii) Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting on Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief [Docket No. ___].

111. "*Special Committee*" means the special committee of the board of directors of LightSquared Inc. and LightSquared GP Inc.

112. "*Specified Regulatory Approvals*" has the meaning given to such term in the Purchase Agreement.

113. "*Spectrum*" means those certain nationwide spectrum rights for 5 MHz in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

114. "*Spectrum Lease Agreement*" means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, and (iii) the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

115. "*Spectrum Lease Arrangement*" means the long term de facto transfer lease of the Spectrum from OP LLC to One Dot Six assigned Lease ID L000007295 by the FCC.

116. "*Sublease*" means the Long-Term De Facto Transfer Sublease Agreement dated August 13, 2008 by and between OP LLC and One Dot Six (as assignee of TVCC One Six Holdings LLC).

117. "*Substantial Service Deadline*" means October 1, 2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

118. "*Transfer*" means sell, convey, assign, transfer and deliver.

119. "*Unclassified Claims*" means Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees and Priority Tax Claims against One Dot Six.

120. "*U.S. Trustee*" means the Office of the U.S. Trustee for Region 2, Southern District of New York.

121. "*U.S. Trustee Fees*" means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717, each as determined by the Bankruptcy Court at the Confirmation Hearing.

122. "*Voting Deadline*" means December 30, 2013 at 4:00 p.m. (prevailing Pacific Time).

123. "*Wind Down*" means the wind down of One Dot Six in accordance with the One Dot Six Plan, as more fully set forth in Article VI.I herein.

124. "*Wind Down Reserve*" has the meaning set forth in Article V.A of the One Dot Six Plan.

ARTICLE II.

PROVISIONS FOR THE TREATMENT OF UNCLASSIFIED CLAIMS

A. Unclassified Claims

As provided by Bankruptcy Code section 1123(a)(1), Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees, DIP Claims and Priority Tax Claims against One Dot Six shall not be classified under the One Dot Six Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in this Article II. Holders of such Claims are not entitled to vote on the One Dot Six Plan.

B. Administrative Claims

1. Time for Filing Administrative Claims

Each holder of an Administrative Claim, other than (i) a One Dot Six Fee Claim, (ii) a liability incurred and payable in the ordinary course of business by One Dot Six (and not past due), (iii) an Administrative Claim that has become an Allowed Claim on or before the Effective Date, or (iv) any claim by the Purchaser for payment of the Inc. Expense Reimbursement must file with the Bankruptcy Court and serve on (a) One Dot Six, (b) the Office of the U.S. Trustee, and (c) the Plan Proponents notice of such Administrative Claim within thirty (30) days after service of the Notice of Effective Date. Such notice of Administrative Claim must include, at a minimum, (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) a detailed description of the basis for the Administrative Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

2. Allowance of Administrative Claims

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Article II.B.1 of the One Dot Six Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the date of service of the applicable notice of Administrative Claim, or (ii) such later date as may be (a) agreed to by the holder of such Administrative Claim or (b) approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such thirty (30) day period (or any extension thereof) and is not otherwise resolved, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. For the avoidance of doubt, any claim by the Purchaser for the Inc. Expense Reimbursement shall be deemed an Allowed Administrative Claim in accordance with the Expense Reimbursement Order and the DIP Order, and the Purchaser shall not be required to file any notice of Administrative Claim in accordance with Article II.B.1 of the One Dot Six Plan or any other Proof of Claim or administrative expense in respect of any Claim for the Inc. Expense Reimbursement.

3. Payment of Allowed Administrative Claims

On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive, (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by One Dot Six) or (ii) such other treatment as may be agreed upon in writing by One Dot Six (or, if after the Effective Date, the Disbursing Agent), the Purchaser, and such holder; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; *provided*, *further*, that an Administrative Claim representing a liability incurred in the ordinary course of business of One Dot Six may be paid by One Dot Six (or, if after the Effective Date, the Disbursing Agent) in the ordinary course of business; *provided*, *further*, that the Inc. Expense Reimbursement shall be paid in accordance with the terms of the Expense Reimbursement Order and the DIP Order; and *provided*, *further*, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan (and, to the extent that amounts deposited in the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan are insufficient to pay such Allowed Administrative Claim, One Dot Six may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim).

4. Plan Proponent Fee Claims

Plan Proponent Fee Claims shall be paid in full in Plan Consideration in the form of Cash on the Effective Date for all reasonable fees and expenses incurred up to the Effective Date (to the extent not previously paid), subject to the prior receipt by One Dot Six of invoices and reasonable documentation in connection therewith and without the requirement to file a fee application with the Bankruptcy Court. In the event that One Dot Six disputes any portion of the Plan Proponent Fee Claims, One Dot Six shall pay the undisputed amount of such Plan Proponent Fee Claims, and segregate the remaining portion of such Plan Proponent Fee Claims until such dispute is resolved by the parties or by the Bankruptcy Court.

C. Professional Compensation

Each Professional Person asserting a One Dot Six Fee Claim for services rendered before the Effective Date must file with the Bankruptcy Court and serve on all parties required to receive notice, an application for final allowance of such One Dot Six Fee Claim no later than forty (40) days after the Effective Date.

Each holder of a One Dot Six Fee Claim that has been Allowed by Final Order shall receive, in full satisfaction of such Allowed One Dot Six Fee Claim, (i) on the date such One Dot Six Fee Claim becomes an Allowed One Dot Six Fee Claim, or as soon thereafter as is practicable, Plan Consideration in the form of Cash or (ii) such other treatment as may be agreed to by the holder of an Allowed One Dot Six Fee Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent), and the Purchaser; *provided* that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such Allowed One Dot Six Fee Claim.

D. U.S. Trustee Fees

The Disbursing Agent, on behalf of One Dot Six, shall pay all outstanding U.S. Trustee Fees of One Dot Six on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.

E. DIP Claims

All DIP Claims shall be Allowed and deemed to be Allowed Claims in the amount of $110.6 million as of October 31, 2014, which Allowed amount includes all outstanding principal, interest, default interest and fees, plus all accrued expenses. In full satisfaction of such DIP Claims, the Purchaser shall contribute all DIP Claims to the purchase price paid for the Acquired Assets pursuant to the Purchase Agreement.

F. Priority Tax Claims

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim: (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by One Dot Six) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Priority Tax Claim.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

The following table designates the Classes of Claims and Equity Interests, and specifies which Classes are: (i) impaired or unimpaired by the One Dot Six Plan; (ii) entitled to vote to accept or reject the One Dot Six Plan in accordance with Bankruptcy Code section 1126; (iii) deemed to accept the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f); and (iv) deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

Class	Claim	Status	Voting Rights
Class 1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
Class 2	Other Secured Claims	Unimpaired	Deemed to Accept
Class 3	Inc. Facility – One Dot Six Guaranty Claims	Impaired	Entitled to Vote
Class 4	Inc. Facility – One Dot Six Subordinated Guaranty Claims	Impaired	Deemed to Reject
Class 5	One Dot Six General Unsecured Claims	Impaired	Deemed to Reject
Class 6	Equity Interests	Impaired	Deemed to Reject

B. Classification of Claims and Equity Interests

Pursuant to Bankruptcy Code section 1122, the One Dot Six Plan classifies all Claims against, and Equity Interests in, One Dot Six. A Claim or Equity Interest is placed in a particular Class for purposes of voting on the One Dot Six Plan, to the extent applicable, and receiving distributions pursuant to the One Dot Six Plan, to the extent applicable, only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified.

C. Classes of Claims and Equity Interests

1. Class 1—Priority Non-Tax Claims

(a) *Classification*: Class 1 consists of all Priority Non-Tax Claims against One Dot Six.

(b) *Treatment*: The legal, equitable and contractual rights of the holders of Allowed Class 1 Claims are unaltered. Unless otherwise agreed to by a holder of an Allowed Class 1 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Class 1 Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.

(c) *Voting*: Class 1 is unimpaired, and holders of Class 1 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 1 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

2. Class 2—Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims against One Dot Six.

(b) *Treatment*: Unless otherwise agreed to by a holder of an Allowed Class 2 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 2 Claim shall receive, at the election of the Plan Proponents or the Plan Administrator, as applicable:

(i) Plan Consideration in the form of Cash in an amount equal to such Allowed Other Secured Claim; or

(ii) Such other treatment that will render the Other Secured Claim unimpaired pursuant to Bankruptcy Code section 1124.

Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until (A) full and final payment of such Allowed Other Secured Claim is made as provided herein or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect.

(c) *Voting*: Class 2 is unimpaired, and holders of Class 2 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 2 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

3. Class 3—Inc. Facility – One Dot Six Guaranty Claims

(a) *Classification*: Class 3 consists of all Inc. Facility – One Dot Six Guaranty Claims against One Dot Six.

(b) *Allowance*: Inc. Facility – One Dot Six Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of $208,645,789.92 as of the

Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date, (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Guaranty Claims, and (iii) fees and expenses payable to the Inc. Facility Agent from the Petition Date through and including the Effective Date, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any entity.

(c) *Treatment*: Each holder of an Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claim will receive on account of its Class 3 Inc. Facility – One Dot Six Guaranty Claim its Pro Rata Share of Plan Consideration (if any) remaining after (A) payment in full of Unclassified Claims pursuant to Article II and (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively; *provided, however*, that the holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall contribute to the Purchaser $1 in Inc. Facility-One Dot Six Guaranty Claims, which Claims shall be used by the Purchaser to partially fund the purchase price for the Acquired Assets under the Purchase Agreement, in exchange for which holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall receive an interest in the Purchaser.

(d) *Voting*: Class 3 is impaired, and holders of Class 3 Claims are entitled to vote to accept or reject the One Dot Six Plan.

4. Class 4—Inc. Facility – One Dot Six Subordinated Guaranty Claims

(a) *Classification*: Class 4 consists of all Inc. Facility – One Dot Six Subordinated Guaranty Claims against One Dot Six.

(b) *Allowance*: Inc. Facility – One Dot Six Subordinated Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of $113,557,696.10 as of the Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date and (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Subordinated Guaranty Claims, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any entity.

(c) *Treatment*: Holders of Class 4 Inc. Facility – One Dot Six Subordinated Guaranty Claims will not receive any recovery on account of such Claims.

(d) *Voting*: Class 4 is impaired, and holders of Class 4 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 4 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

5. Class 5—One Dot Six General Unsecured Claims

(a) *Classification*: Class 5 consists of all One Dot Six General Unsecured Claims held against One Dot Six.

(b) *Treatment*: Holders of Class 5 One Dot Six General Unsecured Claims will not receive any recovery on account of such Claims.

(c) *Voting*: Class 5 is impaired, and holders of Class 5 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 5 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

6. Class 6—Equity Interests

(a) *Classification*: Class 6 consists of all Equity Interests.

(b) *Treatment*: Holders of Class 6 Equity Interests will not receive any recovery on account of such Equity Interests.

(c) *Voting*: Class 6 is impaired, and holders of Class 6 Equity Interests are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 6 Equity Interests are not entitled to vote to accept or reject the One Dot Six Plan.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE ONE DOT SIX PLAN

A. Presumed Acceptance of the One Dot Six Plan

Classes 1 and 2 are unimpaired under the One Dot Six Plan, and are therefore conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f).

B. Presumed Rejection of the One Dot Six Plan

Classes 4, 5 and 6 are impaired under the One Dot Six Plan and are not receiving any recovery under the One Dot Six Plan. Therefore, such Classes are conclusively presumed to have rejected the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

C. Voting Classes

Class 3 is impaired under the One Dot Six Plan, and holders of Claims in Class 3 shall be entitled to vote to accept or reject the One Dot Six Plan.

D. Acceptance by Impaired Classes of Claims

Pursuant to Bankruptcy Code section 1126(c) and except as otherwise provided in Bankruptcy Code section 1126(e), an impaired Class of Claims entitled to vote to accept or reject the One Dot Six Plan has accepted the One Dot Six Plan if the holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the One Dot Six Plan.

E. Nonconsensual Confirmation

If all applicable requirements for confirmation of the One Dot Six Plan are met as set forth in Bankruptcy Code section 1129(a), except subsection (8) thereof, the One Dot Six Plan shall be treated as a request that the Bankruptcy Court confirm the One Dot Six Plan in accordance with Bankruptcy Code section 1129(b), notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the One Dot Six Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the One Dot Six Plan.

F. Elimination of Vacant Classes

Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the One Dot Six Plan for purposes of voting to accept or reject the One Dot Six Plan and for purposes of determining acceptance or rejection of the One Dot Six Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE ONE DOT SIX PLAN

A. One Dot Six Plan Funding

Plan Distributions shall be made from Plan Consideration (which excludes, for the avoidance of doubt, Cash in the Wind Down Reserve) as of the Effective Date. Such Plan Consideration shall be used to satisfy the obligations of One Dot Six with regards to payment of Allowed Claims against One Dot Six under the One Dot Six Plan, in accordance with the terms hereof. The issuance or delivery of any Plan Distributions that are securities shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

On the Effective Date, Cash from the One Dot Six Sale Proceeds in such amount as may be either (a) mutually agreed by the Purchaser and One Dot Six or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by One Dot Six (the "*Wind Down Reserve*"), which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by One Dot Six on or after the Effective Date that are directly related to the Wind Down, including, without limitation, professional fees and expenses incurred by One Dot Six in connection therewith. For the avoidance of doubt, the Purchaser shall not be responsible for the payment of any expenses associated with the Wind Down in the event that the Wind Down Reserve is insufficient to pay such expenses.

B. The One Dot Six Sale

The Confirmation Order or the Sale Order, as applicable, shall approve a sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) pursuant to a sale process under the terms and conditions of the Purchase Agreement and the Bid Procedures Order free and clear of any Claims, Liens, interests, or encumbrances. The One Dot Six Sale Proceeds shall include a Cash component in an amount sufficient for the Disbursing Agent to make all Plan Distributions required to be in the form of Cash, and for One Dot Six to fund the Wind Down Reserve and Disputed Claims Reserves. Upon entry of the Confirmation Order or Sale Order, as applicable, One Dot Six shall be (a) authorized to, among other things, sell, assume, assign and/or transfer the Acquired Assets, subject to applicable law and the terms and conditions of the Purchase Agreement (including, without limitation, receipt of the Specified Regulatory Approvals to the extent applicable), and take any and all actions necessary to consummate the One Dot Six Sale; and (b) authorized and directed to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date). Actions necessary to consummate the One Dot Six Sale may include, among others, (a) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, rights, liability, duty or obligation on terms consistent with the terms of the Purchase Agreement and the One Dot Six Plan and having such other terms to which One Dot Six and the Purchaser may agree and (b) all other actions that are necessary and appropriate in connection with such transactions, including making such filings or recordings that may be required by or appropriate under applicable state law. Nothing in the One Dot Six Plan, Confirmation Order or Sale Order, as applicable, authorizes the transfer or assignment of the Acquired Assets to the Purchaser without the Purchaser's compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of such Assets.

C. Distribution Account

The Distribution Account shall be established to receive on the Effective Date the Plan Consideration, which shall vest in the Distribution Account on the Effective Date free and clear of any and all claims, encumbrances, or interests in accordance with Bankruptcy Code section 1141, but subject to the rights of holders of Claims, as and to the extent applicable, to obtain the distributions provided for in the One Dot Six Plan. Upon the distribution of all Plan Consideration in the Distribution Account, the Distribution Account shall be extinguished. In the event that any Cash remains in the Distribution Account after all distributions required to be made in Cash pursuant to the terms hereof have been made, any such remaining Cash shall revert back to the Purchaser.

D. Cancellation of Existing Securities and Agreements

Except for the purpose of evidencing a right to distribution under the One Dot Six Plan, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing any Claim against, or Equity Interest in, One Dot Six and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect solely as such agreements, instruments and other documents relate to One Dot Six. Notwithstanding the foregoing, (i) the applicable provisions of the DIP Credit Agreement shall continue in effect as to One Dot Six solely for the purpose of permitting the DIP Agent and/or

the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed DIP Claims and to effectuate any charging Liens permitted under the DIP Credit Agreement, and to assert any rights the holders of Allowed DIP Claims may have with respect to any obligation owed on account of such Claims by a Person other than One Dot Six including the other Inc. Debtors, (ii) the applicable provisions of the Inc. Facility Credit Agreement shall continue in effect as to One Dot Six solely for the purposes of permitting the Inc. Facility Agent and/or the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed Inc. Facility – One Dot Six Claims and to effectuate any charging Liens permitted under the Inc. Facility Credit Agreement, and (iii) the DIP Credit Agreement and the Inc. Facility Credit Agreement shall continue to exist with respect to any obligation owed on account of Claims arising thereunder by a Person other than One Dot Six including the other Inc. Debtors, including, without limitation, in respect of amounts owed to the DIP Agent, the DIP Lenders, the Inc. Facility Agent, the Inc. Facility Lenders or any beneficiary of rights to subrogation, reimbursement or contribution in connection with the DIP Claims or the Inc. Facility – One Dot Six Claims. Except as otherwise set forth herein, the holders of or parties to such instruments, securities and other documentation will have no rights as against One Dot Six arising from or relating to such instruments, securities and other documentation, except the rights provided for pursuant to the One Dot Six Plan.

E. Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the One Dot Six Plan, the provisions of the One Dot Six Plan will constitute a good-faith compromise and settlement of all claims or controversies relating to the rights (including any subordination rights) that a holder of a Claim against, or Equity Interest in, One Dot Six may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the One Dot Six Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are: (a) in the best interests of One Dot Six and the One Dot Six Estate and property, and of holders of Claims or Equity Interests; and (b) fair, equitable and reasonable. Nothing in the One Dot Six Plan shall in any way impair the ability of One Dot Six to assert any claims against any other Debtor, which claims shall include, for the avoidance of doubt, claims for contribution, reimbursement and/or subrogation against any other Debtor.

F. Continued Corporate Existence; Directors and Officers; Dissolution of Reorganized One Dot Six

One Dot Six shall continue to exist as One Dot Six after the Effective Date in accordance with the laws of the State of Delaware and pursuant to the certificate of incorporation and by-laws in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws are amended under the One Dot Six Plan, for the limited purpose of distributing the Plan Consideration. From and after the Effective Date, the positions of the current directors and officers of One Dot Six shall be eliminated, and the Designated Representative shall serve as the sole officer and sole director of reorganized One Dot Six. As soon as practicable after the Plan Administrator makes the final distribution of Plan Consideration under the One Dot Six Plan, the

Plan Administrator shall (a) effectuate the dissolution of One Dot Six in accordance with the laws of the State of Delaware and (b) and cause its Designated Representative to resign as the sole officer and sole director of reorganized One Dot Six.

G. Corporate Governance

From and after the Effective Date, One Dot Six shall be managed and administered by the Plan Administrator, who shall have full authority to administer the provisions of the One Dot Six Plan and the Purchase Agreement, subject to the terms of the Purchase Agreement. The Plan Administrator may, subject to the terms of the Purchase Agreement, take any actions contemplated by the One Dot Six Plan or the Purchase Agreement on behalf of One Dot Six to the extent permitted by the articles of incorporation, by-laws, or similar organizational documents of One Dot Six in place as of the Effective Date.

H. Wind Down of One Dot Six and the One Dot Six Estate

1. The Plan Administrator shall oversee the Wind Down, subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan, and shall make distributions of Plan Consideration to holders of Allowed Claims against One Dot Six consistent and in accordance with the One Dot Six Plan and the Confirmation Order. Neither the Plan Administrator nor One Dot Six shall be required to post a bond in favor of the United States.

2. Following the Effective Date, One Dot Six shall not engage in any business activities or take any actions, except those necessary to effectuate the One Dot Six Plan, the Wind Down and compliance with its obligations under the Purchase Agreement. On and after the Effective Date, the Plan Administrator may take such actions and settle and compromise Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the One Dot Six Plan, the Confirmation Order and/or the Purchase Agreement.

I. Power and Authority of the Plan Administrator

The Plan Administrator shall have the power and authority to perform the following acts on behalf of One Dot Six, in addition to any powers granted by law or conferred by any other provision of the One Dot Six Plan and orders of the Bankruptcy Court, but in each case subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan: (i) take all steps and execute all instruments and documents necessary to make or assist the Disbursing Agent in making distributions to holders of Allowed Claims and Allowed Equity Interests; (ii) object to Claims and Equity Interests as provided in the One Dot Six Plan and prosecute such objections; (iii) resolve, compromise and/or settle any objections to the amount, validity, priority, treatment, or allowance of Claims or Equity Interests; (iv) seek an estimation of contingent or unliquidated claims under Bankruptcy Code section 502(c); (v) comply with the One Dot Six Plan and the obligations hereunder; (vi) if necessary, employ, retain, or replace professionals to assist One Dot Six in compliance with its obligations under the Purchase Agreement and/or the Wind Down; (vii) establish, replenish or release reserves as provided in the One Dot Six Plan, as applicable; (viii) take all actions necessary or appropriate to enforce One Dot Six's rights under the Purchase Agreement and any related document and to fulfill, comply with or otherwise

satisfy One Dot Six's covenants, agreements and obligations under the Purchase Agreement and any related document; (ix) make all determinations on behalf of One Dot Six under the Purchase Agreement; (x) prepare and file applicable tax returns for One Dot Six; (xi) liquidate any of the Retained Assets and distribute the proceeds as Plan Consideration in accordance with the terms of this One Dot Six Plan; (xii) deposit funds of the One Dot Six Estate, draw checks and make disbursements consistent with the terms of the One Dot Six Plan; (xiii) purchase or continue insurance protecting One Dot Six and property of the One Dot Six Estate; (xiv) seek entry of a final decree in the Chapter 11 Case of One Dot Six at the appropriate time; (xv) dissolve reorganized One Dot Six; (xvi) prosecute, resolve, compromise and/or settle any litigation, including any Avoidance Actions that are not Acquired Assets; (xvii) abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization (as such term is described in Internal Revenue Code section 501(c)(3) (whose contributions are deductible under Internal Revenue Code section 170)) of the Plan Administrator's choice, any One Dot Six Estate Assets that are of no material benefit; and (xviii) take such other action as the Plan Administrator may determine to be necessary or desirable to carry out the purpose of the One Dot Six Plan and/or consummation of the One Dot Six Sale in accordance with the Purchase Agreement.

J. Assumed Liabilities

In accordance with the terms of the Purchase Agreement, upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, the Purchaser shall be responsible for payment and satisfaction of all Assumed Liabilities. Upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, all Persons holding Claims against, and Equity Interests in, One Dot Six arising out of or concerning an Assumed Liability, shall be forever barred, estopped and permanently enjoined from asserting against One Dot Six and any of its property, such Claims or Equity Interests, as applicable. The Purchaser is not assuming, and shall not become liable for the payment or performance of, any liabilities or other obligations of One Dot Six of any nature whatsoever, whether accrued or unaccrued, other than the Assumed Liabilities.

K. Release of Liens

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the One Dot Six Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the One Dot Six Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the One Dot Six Estate shall be fully released and discharged solely as to One Dot Six, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to reorganized One Dot Six or be transferred to the Purchaser, as applicable. For the avoidance of doubt, the Liens securing the Inc. Facility – One Dot Six Guaranty Claims and/or the Inc. Facility – One Dot Six Subordinated Guaranty Claims, the Liens securing such Claims shall nevertheless be released and discharged solely as to One Dot Six on the Effective Date in accordance with the terms hereof.

L. Cancellation of Certain Existing Security Interests

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to One Dot Six any Collateral or other property of One Dot Six held by such holder, and any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or lis pendens; *provided*, *however*, any such Collateral that is an Acquired Asset received by One Dot Six from the holder of such Allowed Claim shall be delivered promptly to the Purchaser following the Closing.

M. Corporate Action

1. One Dot Six shall serve on the U.S. Trustee quarterly reports of the disbursements made until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or until the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. The deadline for filing Administrative Claims set forth in Article II.B.1 of the One Dot Six Plan shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

2. Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for One Dot Six and the Plan Administrator to undertake any and all acts and actions required to implement or contemplated by the One Dot Six Plan (including, without limitation, the execution and delivery of the Purchase Agreement), and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without the need for board or shareholder vote and without any requirement of further action by the stockholders, directors or managers of One Dot Six (if any).

3. On the Effective Date, the Existing Board is authorized and directed to execute and/or deliver, as the case may be, the agreements, documents and instruments contemplated by the One Dot Six Plan, the Plan Documents and the Purchase Agreement and any schedules, exhibits or other documents attached thereto or contemplated thereby in the name and on behalf of One Dot Six.

4. Upon entry of a final decree in the Chapter 11 Case of One Dot Six, if not previously dissolved, One Dot Six shall be deemed dissolved and wound up without any further action required.

N. Third Party Cooperation

Certain of the Assets, in particular the Spectrum Lease Agreement, will be assigned to Purchaser by One Dot Six pursuant to the assignment provisions of the Spectrum Lease Agreement. The Spectrum Lease Agreement requires the counter parties, Crown Castle MM Holding LLC and OP LLC, to cooperate to assist One Dot Six in obtaining FCC Consent effectuating the assignment of the Spectrum Lease Arrangement (including the Sublease) from One Dot Six to Purchaser, including, upon request, to prepare, sign, and file with the FCC the licensee portion of the application required to obtain the FCC Consent. Crown Castle MM

Holding, LLC and OP LLC shall be required to cooperate in accordance with their foregoing obligations to secure and effectuate such assignment, and One Dot Six and Purchaser shall be authorized pursuant to the terms hereof to take whatever action is required to effectuate such cooperation from Crown Castle MM Holding, LLC and OP LLC including, but not limited to, obtaining appropriate relief from the Bankruptcy Court.

O. Debtor Cooperation

The Designated Contracts (as defined in the Purchase Agreement) that relate to the conduct and operations of the Acquired Assets will be assigned to the Purchaser by One Dot Six in connection with the One Dot Six Sale upon the Effective Date of the One Dot Six Plan. To the extent the Purchaser requires any Designated Contract to which one or more Debtors other than One Dot Six is a party to operate the Acquired Assets, such other Debtor(s) shall cooperate with the Purchaser to the extent necessary to provide the Purchaser with all of the benefits of such Designated Contract.

ARTICLE VI.

PLAN DISTRIBUTION PROVISIONS

A. The Disbursing Agent

All Plan Distributions under the One Dot Six Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall be empowered to: (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims; (b) comply with the One Dot Six Plan and the obligations thereunder; (c) make periodic reports regarding the status of distributions under the One Dot Six Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Disputed Claim; and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the One Dot Six Plan, the Plan Documents, the Confirmation Order, or any other order of the Bankruptcy Court. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Plan Administrator if the Disbursing Agent is a Person other than One Dot Six or the Plan Administrator, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash from the Wind Down Reserve.

B. Timing of Plan Distributions

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the applicable Plan Distribution Date or as soon thereafter as is practicable, *provided* that the Plan Administrator or the Disbursing Agent, as applicable, may utilize periodic distribution dates to the extent appropriate and not otherwise inconsistent with the One Dot Six Plan. In the event that any payment or act under the One Dot Six Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the

performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

C. Distribution Record Date

1. As of the close of business on the Distribution Record Date, the various lists of holders of Claims against, and Equity Interests in, One Dot Six in each of the Classes, as maintained by One Dot Six, or its agent, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Equity Interests. None of One Dot Six, the Plan Administrator or the Disbursing Agent shall have any obligation to recognize any transfer of Claims or Equity Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Costs or any Cure Disputes in connection with the assumption and/or assignment of One Dot Six's executory contracts and leases, neither One Dot Six nor the Plan Administrator shall have any obligation to recognize or engage with any party other than the non-One Dot Six party to the underlying executory contract or lease, even if such non-One Dot Six party has sold, assigned or otherwise transferred its Claim for a Cure Cost.

2. Plan Distributions, if any, to be made on account of Allowed DIP Claims shall be made by the Disbursing Agent to the DIP Agent, who shall distribute such Plan Distributions to holders of Allowed DIP Claims in accordance with the terms of the DIP Credit Agreement. The DIP Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed DIP Claims. The Plan Administrator, through the Disbursing Agent, shall pay the DIP Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

3. Plan Distributions, if any, to be made on account of Allowed Inc. Facility – One Dot Six Claims shall be made by the Disbursing Agent to the Inc. Facility Agent, who shall distribute such Plan Distributions to holders of Allowed Inc. Facility – One Dot Six Claims in accordance with the terms of the Inc. Facility Credit Agreement. The Inc. Facility Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed Inc. Facility – One Dot Six Claims. The Plan Administrator, through the Disbursing Agent, shall pay the Inc. Facility Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

4. Plan Distributions, if any, to be made on account of Allowed Claims and Equity Interests other than Allowed DIP Claims and Allowed Inc. Facility – One Dot Six Claims shall be made directly by the Disbursing Agent to the holders of such Claims and Equity Interests.

D. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim against One Dot Six shall be made at the address of such holder as set forth in the latest-dated of the following actually held or received by the Disbursing Agent prior to the Effective Date: (a) the Schedules; (b) the Proof of Claim filed by such holder; (c) any notice of assignment filed with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e); or (d) any notice served by such holder giving details of a change of address. If

any Plan Distribution sent to the holder of a Claim is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within one hundred and twenty (120) days after such Plan Distribution was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distribution shall revert to the Distribution Account. Upon such reversion, the Claim of any holder or its successors with respect to such property shall be cancelled, discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

E. Time Bar to Cash Payments

Checks issued in respect of Allowed Claims against One Dot Six shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and twenty (120) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred, and such unclaimed Plan Distribution shall revert to the Distribution Account.

F. No Distribution in Excess of Amount of Allowed Claim

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim against One Dot Six shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth herein) in excess of the Allowed amount of such Claim.

G. Setoffs and Recoupments

Except with respect to any distributions on account of DIP Claims or Inc. Facility – One Dot Six Guaranty Claims, One Dot Six or the Plan Administrator, or the designee of either entity as instructed by One Dot Six or the Plan Administrator, as applicable, may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim. In the event that any such Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, One Dot Six may, pursuant to Bankruptcy Code section 553 or applicable non-bankruptcy law, setoff or recoup against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the One Dot Six of any such Claims, rights and Causes of Action that One Dot Six may possess against any such holder, except as specifically provided herein.

H. Fractional Cents and De Minimis Distributions

Notwithstanding any other provision of the One Dot Six Plan to the contrary, (i) no payment of fractions of cents will be made and (ii) the Disbursing Agent shall not have any obligation to make a Plan Distribution that is less than or equal to $25.00 in Cash. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

I. Manner of Payment Under the One Dot Six Plan

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the One Dot Six Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be, in addition to the foregoing, made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. The issuance or delivery of any Plan Distribution that is a security shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

J. Requirement to Give a Bond or Surety

The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the One Dot Six Estate. Furthermore, any such Person required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

K. Withholding and Reporting Requirements

In connection with the One Dot Six Plan and all distributions hereunder, One Dot Six, the Plan Administrator or the Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions hereunder shall be subject to any such withholding and reporting requirements. One Dot Six and the Plan Administrator or the Disbursing Agent, as applicable, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms One Dot Six or the Plan Administrator or the Disbursing Agent, as applicable, believe are reasonable and appropriate, including requiring a holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the One Dot Six Plan: (a) each holder of an Allowed Claim that is to receive a distribution under the One Dot Six Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to the One Dot Six Plan if, after 120 days from the date of transmission of a written request to the holder of an

Allowed Claim, the Plan Administrator or the Disbursing Agent, as applicable, does not receive a valid, completed IRS form from such holder of an Allowed Claim, which is otherwise required for reporting purposes, and such holder shall be treated as if their Claim had been disallowed.

L. Cooperation with Disbursing Agent

One Dot Six, its Professional Persons and the Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims against, and Equity Interests in, One Dot Six and the identity and addresses of holders of Claims and Equity Interests, in each case, as set forth in One Dot Six's books and records. One Dot Six, its Professional Persons and the Plan Administrator shall cooperate in good faith with the Disbursing Agent to comply with any of its reporting and withholding requirements.

ARTICLE VII.

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Objections to Claims

Other than with respect to One Dot Six Fee Claims (to which any party in interest may object), only the Plan Administrator shall be entitled to object to Claims after the Effective Date. Any objections to Claims (other than Administrative Claims), shall be served and filed on or before the later of: (a) one-hundred twenty (120) days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. Any Claims filed after the applicable bar date shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (i) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (ii) by first class mail, postage prepaid, on the signatory on the Proof of Claim as well as all other representatives identified in the Proof of Claim or any attachment thereto; or (iii) if counsel has agreed to or is otherwise deemed to accept service, by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases (so long as such appearance has not been subsequently withdrawn).

B. Amendment to Claims

Except with respect to Administrative Claims, One Dot Six Fee Claims and Claims based on the rejection of executory contracts or unexpired leases in accordance with Article VIII.A hereof, from and after the Effective Date, no Claim may be filed to increase or assert additional Claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on One Dot Six's Schedules) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim.

C. Settlement of Claims and Causes of Action

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Plan Administrator shall have authority to settle or compromise all Claims (to the extent not previously compromised, settled and released under the One Dot Six Plan) without further review or approval of the Bankruptcy Court.

D. Estimation of Claims

The Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to Bankruptcy Code section 502(c) regardless of whether any party in interest has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute the Allowed amount of such Claim for all purposes under the One Dot Six Plan except with respect to Plan Distributions, and with respect to Plan Distributions, the estimated amount shall constitute the maximum allowed amount of such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the One Dot Six Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

E. Disputed Claims Reserve

1. No Plan Distributions Pending Allowance

Except as provided in this Article VII.E, Disputed Claims shall not be entitled to any Plan Distributions unless and until such Claims become Allowed Claims.

2. Disputed Unclassified Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is an Administrative Claim or Priority Tax Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable. In addition, on the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of an Administrative Claim (including that portion of any One Dot Six Fee Claim) incurred or accrued by One Dot Six prior to the Effective Date that is not paid on or prior to the Effective Date, Plan Consideration in the form of Cash in an amount equal to such Administrative Claim (based on

the Plan Proponents' best estimate of the allowable amount of such Claim); *provided* that, to the extent that amounts deposited in the reserve established pursuant to this Article VII.E.2 are insufficient to pay any such Allowed Administrative Claim, the Plan Administrator may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim.

3. Disputed Priority-Non Tax Claims and Disputed Other Secured Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, One Dot Six shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is a Priority Non-Tax Claim or Other Secured Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable.

4. Plan Distributions to Holders of Subsequently Allowed Claims

On each Plan Distribution Date (or such earlier date as determined by One Dot Six or the Disbursing Agent in their sole discretion but subject to this Article VII.E.4), the Disbursing Agent will make Plan Distributions from the applicable Disputed Claims Reserve on account of any Disputed Claim that has become an Allowed Claim since the occurrence of the previous Plan Distribution Date. The Disbursing Agent shall distribute from the applicable Disputed Claims Reserve in respect of such newly Allowed Claims the Plan Distributions to which holders of such Claims would have been entitled under the One Dot Six Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, less direct and actual expenses, fees, or other direct costs of maintaining Cash on account of such Disputed Claims.

5. Distribution from Disputed Claims Reserves Upon Disallowance

Except as otherwise provided in the One Dot Six Plan, to the extent any Disputed Claim has become a Disallowed Claim in full or in part (in accordance with the procedures set forth in the One Dot Six Plan), any Cash held in any Disputed Claim Reserve by One Dot Six on account of, or to pay, such Disputed Claim, shall revert to the Distribution Account and be distributed to holders of Allowed Claims or Allowed Equity Interests in accordance with Article V.A.

F. No Recourse

Notwithstanding that the Allowed amount of any particular Disputed Claim is (a) reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or (b) Allowed in an amount for which after application of the payment priorities established by the One Dot Six Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Plan Proponents, the Disbursing Agent, One Dot Six, the Plan Administrator, the

Purchaser or any of their respective professionals, consultants, officers, directors, employees or members or their successors or assigns, or any of their respective property. However, nothing in the One Dot Six Plan shall modify any right of a holder of a Claim under Bankruptcy Code section 502(j), nor shall it modify or limit the ability of claimants (if any), to seek disgorgement to remedy any unequal distribution from parties other than those released under this Article VII.F. For the avoidance of doubt, and notwithstanding anything to the contrary herein, except as expressly provided in the Purchase Agreement, the Purchaser shall not be liable for the payment of any Administrative Claims (including One Dot Six Fee Claims) accrued or incurred prior to the Effective Date under any circumstances, including in the event that the reserve for such Claims established under Article VII.E.2 of the One Dot Six Plan is insufficient to pay such Administrative Claims in full as provided in Article II.B.3 of the One Dot Six Plan. **The estimation of Claims and the establishment of reserves under the One Dot Six Plan may limit the distribution to be made on individual Disputed Claims and other Claims contemplated to be paid from the reserves established under Article VII.E of the One Dot Six Plan, regardless of the amount finally Allowed on account of such Claims.**

ARTICLE VIII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. General Treatment

1. All executory contracts and unexpired leases of One Dot Six shall be deemed to be rejected by One Dot Six as of the Effective Date, except for any executory contract or unexpired lease that: (i) previously has been assumed, assumed and assigned, or rejected pursuant to a Final Order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be assumed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is an executory contract or unexpired lease that pertains to One Dot Six as identified in the Debtors' schedule filed on November 22, 2013 [Docket No. 1038] or is otherwise a Designated Contract; or (iv) is the subject of a separate motion to assume and assign to a Person other than the Purchaser or to reject under Bankruptcy Code section 365 pending on the Effective Date. Listing a contract or lease in the Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute an admission by One Dot Six that One Dot Six has any liability thereunder.

2. To the extent that an executory contract or unexpired lease is a Designated Contract, any such Designated Contract will be assumed by One Dot Six on the Effective Date and assigned by One Dot Six to the Purchaser at the Closing. Each executory contract or unexpired lease assumed pursuant to the One Dot Six Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revest in and be fully enforceable by One Dot Six and the Plan Administrator in accordance with its terms, except as such terms may have been modified by such order.

3. Notwithstanding anything to the contrary in the One Dot Six Plan, but subject to the terms and conditions of the Purchase Agreement, One Dot Six and the Purchaser shall have the right to alter, amend, modify or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time before the Effective Date; *provided*, that to the extent that, as

of the Closing Date, there is any pending dispute between One Dot Six and a counterparty to an executory contract or unexpired lease regarding the Cure Costs payable under such contract or lease, One Dot Six shall reserve the right to remove the applicable contract or lease to the Schedule of Assumed Executory Contracts and Unexpired Leases following the resolution of such dispute, in which event such contract or lease shall be deemed rejected.

4. Entry of the Confirmation Order shall, subject to the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code sections 365(a) and 1123(b), of: (i) the assumptions and rejections of executory contracts and unexpired leases pursuant to Article VIII.A.1 of the One Dot Six Plan; and (ii) the assumption and assignment of the Designated Contracts pursuant to Article VIII.A.2 of the One Dot Six Plan.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

1. All Claims arising from the rejection of executory contracts or unexpired leases, if any, will be treated as One Dot Six General Unsecured Claims. All such Claims shall be discharged on the Effective Date, and shall not be enforceable against One Dot Six, the Plan Administrator, the Purchaser or their respective properties or interests in property (and shall not, for the avoidance of doubt, constitute Assumed Liabilities).

2. **Except as otherwise provided in the Confirmation Order or Sale Order, each Person who is a party to a contract or lease rejected under the One Dot Six Plan must file with the Bankruptcy Court and serve on the Plan Administrator, not later than thirty (30) days after the Effective Date, a Proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim related to such alleged rejection damages.**

C. Compensation and Benefit Programs

All employment and severance policies, and all compensation and benefit plans, policies, and programs of One Dot Six applicable to its employees, retirees and nonemployee directors including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the One Dot Six Plan and on the Effective Date will be rejected unless any of the foregoing is an Acquired Asset or is otherwise listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, in which case the same shall be assumed and assigned to the Purchaser pursuant to the Purchase Agreement and in accordance with Bankruptcy Code sections 365 and 1123.

D. Post-Petition Contracts and Leases

To the extent set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, all contracts, agreements and leases that were entered into or assumed by One Dot Six after the Petition Date (other than the Purchase Agreement) shall be deemed assumed by One Dot Six on the Effective Date, and, with respect to any such contracts, agreements or leases that are Designated Contracts, assigned to the Purchaser at Closing, without a need for any consent or approval of, or notice to, the counterparty to any such contract, agreement or lease.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE ONE DOT SIX PLAN

A. Conditions Precedent to Occurrence of Effective Date

It shall be a condition to the Effective Date of the One Dot Six Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the One Dot Six Plan and all Plan Documents, including any amendments, modifications or supplements thereto, shall be acceptable to the Plan Proponents;

2. all conditions precedent to the obligations of the Purchaser as set forth in the Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof;

3. all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the One Dot Six Plan and the Purchase Agreement shall have been obtained or shall have occurred unless failure to do so will not have a Material Adverse Effect on One Dot Six or the Purchaser, including but not limited to, (i) issuance of the FCC Consent by Final FCC Order and (ii) FCC action by Final FCC Order renewing or extending for the full ten (10) year term the Spectrum Lease Arrangement without conditions that would be expected to have a Material Adverse Effect;

4. the Closing Date (as defined in the Purchase Agreement) of the One Dot Six Sale shall have occurred, including the funding of all One Dot Six Sale Proceeds required under the Purchase Agreement;

5. the Confirmation Order and the Sale Order shall have been entered and become Final Orders in form and substance satisfactory to the Plan Proponents and the Purchaser. The Confirmation Order shall provide that, among other things, the Plan Administrator is appointed, and the Plan Administrator and One Dot Six are authorized and directed to take all actions necessary or appropriate to consummate the One Dot Six Plan, including entering into, implementing and consummating the contracts, instruments, releases, leases or other agreements or documents created in connection with or described in the One Dot Six Plan;

6. all documents and agreements necessary to implement the One Dot Six Plan shall have (a) satisfied or waived all conditions precedent to such documents and agreements pursuant to the terms of such documents or agreements, (b) been tendered for delivery and (c) been effected or executed;

7. all actions, documents, certificates and agreements necessary to implement the One Dot Six Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws; and

8. all statutory fees and obligations then due and payable to the Office of the United States Trustee shall have been paid and satisfied in full.

B. Waiver of Conditions

The conditions precedent to confirmation of the One Dot Six Plan and occurrence of the Effective Date set forth in this Article IX.B may be waived by the Plan Proponents and the Purchaser, without notice, leave or order of the Bankruptcy Court or any formal action other than by proceeding to confirm or consummate the One Dot Six Plan; *provided*, *however*, that the conditions to the occurrence of the Effective Date and the Purchase Agreement may only be waived in accordance with the terms of the Purchase Agreement.

C. Effect of Non-Occurrence of the Effective Date

If all of the conditions precedent to the occurrence of the Effective Date have not been satisfied or duly waived (as provided in Article IX.B of the One Dot Six Plan) on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or by such later date as set forth by the Plan Proponents in a notice filed with the Bankruptcy Court prior to the expiration of such period, then the Plan Proponents may file a motion to vacate the Confirmation Order before all of the conditions have been satisfied or duly waived. It is further provided that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions precedent to the Effective Date set forth in Article IX.A of the One Dot Six Plan are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Article IX.C, the One Dot Six Plan shall be null and void in all respects, the Confirmation Order shall be of no further force or effect, no distributions under the One Dot Six Plan shall be made, One Dot Six and all holders of Claims against, and Equity Interests in, One Dot Six shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and upon such occurrence, nothing contained in the One Dot Six Plan shall: (a) constitute a waiver or release of any Claims against, or Equity Interests in, One Dot Six; (b) prejudice in any manner the rights of the holder of any Claim against or Equity Interest in One Dot Six; or (c) constitute an admission, acknowledgment, offer or undertaking by One Dot Six or any other Person with respect to any matter set forth in the One Dot Six Plan.

ARTICLE X.

RELEASE, INJUNCTION AND RELATED PROVISIONS

A. Releases

1. **Releases by One Dot Six**

For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases,

indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, including, for the avoidance of doubt, any claims asserted under the *Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority to Commence, Prosecute and/or Settle Certain Claims of the Debtors' Estates* [Docket No. 323], whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the One Dot Six Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity; *provided, however*, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

2. Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for herein shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or any state, city or municipal tax code, or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in Article X.A.1 shall not release (x) One Dot Six's claims, right or Causes of Action for money borrowed from or owed to any of its subsidiaries by any of its directors, officers or former employees, as set forth in One Dot Six's or any such subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against One Dot Six or any of its officers, directors or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

3. Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases One Dot Six from any environmental liability that One Dot Six may have as an owner or operator of real property owned or operated by One Dot Six on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than One Dot Six; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

B. Exculpation and Limitation of Liability

None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the

Purchase Agreement, the General Disclosure Statement or the One Dot Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan; *provided, however*, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

C. Injunction

1. **Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against One Dot Six or the One Dot Six Estate or Equity Interests in One Dot Six are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting One Dot Six, the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the One Dot Six Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the One Dot Six Plan; *provided*, *however*, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the One Dot Six Plan; and *provided*, *further*, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Purchase Agreement.**

2. **The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the One Dot Six Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released herein. Such injunction shall extend to successors of One Dot Six and its properties and interests in property.**

ARTICLE XI.

BINDING NATURE OF THE ONE DOT SIX PLAN

THE ONE DOT SIX PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, ONE DOT SIX, NOTWITHSTANDING WHETHER ANY SUCH HOLDERS DID NOT VOTE TO ACCEPT OR REJECT THE ONE DOT SIX PLAN, VOTED TO REJECT THE ONE DOT SIX PLAN OR WERE DEEMED TO REJECT THE ONE DOT SIX PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Pursuant to Bankruptcy Code sections 105(c) and 1142 and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case of One Dot Six and the One Dot Six Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) Determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the One Dot Six Plan, may be instituted by the Plan Administrator after the Effective Date;

(b) Hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, to hear and determine any objections to the classification of any Claim and to allow, disallow or estimate any Disputed Claim in whole or in part;

(c) Ensure that distributions to holders of Allowed Claims, as and to the extent applicable, are accomplished as provided herein;

(d) Consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Claim;

(e) Consider matters regarding the assignment of the Spectrum Lease Agreement in accordance with Article V.N hereof;

(f) Enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) Issue such orders in aid of execution of the One Dot Six Plan to the extent authorized or contemplated by Bankruptcy Code section 1142;

(h) Consider any modifications of the One Dot Six Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(i) Hear and determine all fee applications;

(j) Resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the One Dot Six Sale or its interpretation, implementation, enforcement or consummation (subject to the terms thereof);

(l) Recover all Assets of One Dot Six and property of the One Dot Six Estate, wherever located (other than any Acquired Assets, after the occurrence of the Closing of the One Dot Six Sale);

(m) Hear and determine all controversies, suits and disputes that may relate to, impact upon or arise in connection with the One Dot Six Plan, the Plan Documents, the Purchase Agreement or their interpretation, implementation, enforcement or consummation;

(n) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the Confirmation Order (and all exhibits to the One Dot Six Plan) or its interpretation, implementation, enforcement or consummation;

(o) Consider and act on the compromise and settlement of any Claim by, on behalf of, or against One Dot Six or the One Dot Six Estate to the extent that Bankruptcy Court approval is required and to the extent not released pursuant to the One Dot Six Plan;

(p) Hear and determine such other matters that may be set forth in the One Dot Six Plan, the Confirmation Order or the Sale Order, or that may arise in connection with the One Dot Six Plan, the Confirmation Order or the Sale Order;

(q) Hear and determine matters concerning state, local and federal taxes, fines, penalties or additions to taxes for which One Dot Six may be liable, directly or indirectly;

(r) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of One Dot Six or any Person under the One Dot Six Plan;

(s) Hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of One Dot Six (including Avoidance Actions) commenced by One Dot Six, the Plan Administrator, or any third parties, as applicable, before or after the Effective Date, except to the extent such Causes of Action are compromised, settled and released under the One Dot Six Plan or constitute Acquired Assets under the Purchase Agreement;

(t) Hear and determine all controversies, suits, or disputes that may arise in relation to the rights and obligations of the Plan Administrator or the Disbursing Agent;

(u) Enter an order or final decree closing the Chapter 11 Case of One Dot Six;

(v) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the One Dot Six Plan or the Confirmation Order; and

(w) Hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Substantial Consummation

On the Effective Date, the One Dot Six Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127(b).

B. Satisfaction of Claims

The rights afforded in the One Dot Six Plan and the treatment of all Claims against, and Equity Interests in, One Dot Six herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever against One Dot Six and its Estate, Assets, properties and interests in property. Except as otherwise provided herein, on the Effective Date, all Claims and Equity Interests shall be satisfied and released in full. The Purchaser shall not be responsible for any pre-Effective Date obligations of One Dot Six, except those expressly assumed by the Purchaser (if any), or as otherwise provided in the One Dot Six Plan. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Purchaser, or its successors or assigns, Assets, properties, or interests in property, any event, occurrence, condition, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or

nature that occurred or came into existence prior to the Effective Date in connection with One Dot Six, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

C. Special Provisions Regarding Insured Claims

The Plan Distributions to each holder of an Allowed Insured Claim against One Dot Six shall be made in accordance with the treatment provided under the One Dot Six Plan for the Class in which such Allowed Insured Claim is classified; except, that there shall be deducted from any Plan Distribution on account of an Insured Claim, for purposes of calculating the Allowed amount of such Claim, the amount of any insurance proceeds actually received by such holder in respect of such Allowed Insured Claim. Nothing in this Article XIII.C shall (i) constitute a waiver of any Claim, right, or Cause of Action that One Dot Six or the One Dot Six Estate may hold against any Person, including any insurer, or (ii) provide for the allowance of any Insured Claim. Pursuant to Bankruptcy Code section 524(e), nothing in the One Dot Six Plan shall release or discharge any insurer from any obligations to any Person under applicable law or any policy of insurance under which One Dot Six is an insured or a beneficiary.

D. Third Party Agreements; Subordination

Except as otherwise provided in the One Dot Six Plan, the Plan Distributions to the various Classes of Claims hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All such rights and any agreements relating thereto shall remain in full force and effect. The right of One Dot Six or the Plan Administrator to seek subordination of any Claim against One Dot Six pursuant to Bankruptcy Code section 510 is fully reserved, and the treatment afforded any Claim that becomes a subordinated Claim at any time shall be modified to reflect such subordination.

Subject to the provisions of the One Dot Six Plan, distributions and treatments provided to holders of Inc. Facility – One Dot Six Guaranty Claims and Inc. Facility – One Dot Six Subordinated Guaranty Claims shall take into account and/or conform to the relative priority and rights of such Claims under any applicable subordination and turnover provisions under applicable law in any applicable contracts, including, without limitation, the Inc. Facility Lender Subordination Agreement. For the avoidance of doubt, the Inc. Facility Lender Subordination Agreement shall be enforceable as a subordination agreement under Bankruptcy Code section 510(a).

E. Status Reports

Following entry of the Confirmation Order, the Plan Administrator shall file post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Local Bankruptcy Rules for the Southern District of New York and shall meet all Post-Confirmation Operating Report requirements of the U.S. Trustee's Operating Guidelines and Reporting Requirements (unless the Bankruptcy Court orders otherwise).

F. Notices

In order to be effective, all notices, requests, and demands to or upon One Dot Six, the Plan Administrator or the Plan Proponents shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to One Dot Six:	One Dot Six Attention: Marc Montagner 450 Park Avenue, Suite 2201 New York, New York 10022 Telephone: (877) 678-2920 Email: Marc.Montagner@lightsquared.com
with copy to:	Milbank, Tweed, Hadley & McCloy LLP Attention: Matthew S. Barr One Chase Manhattan Plaza New York, New York 10005-1413 Telephone: (212) 530-5000 Facsimile: (212) 822-5194 E-mail: mbarr@milbank.com
If to the Plan Administrator:	Pirinate Consulting Group LLC 5 Canoe Brook Drive Livingston, New Jersey 07039 Telephone: (973) 533-9027 Facsimile: (973) 535-1843 E-mail: GeneDavis@pirinateconsulting.com
If to the Plan Proponents:	Akin Gump Strauss Hauer & Feld LLP Attention: Michael S. Stamer, Philip C. Dublin and Meredith A. Lahaie One Bryant Park New York, New York 10036 Telephone: (212) 872-1000 Facsimile: (212) 872-1002 Email: mstamer@akingump.com, pdublin@akingump.com and mlahaie@akingump.com
If to the Special Committee:	Kirkland & Ellis LLP Attention: Paul M. Basta and Joshua A. Sussberg 601 Lexington Avenue New York, NY 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900

Email: paul.basta@kirkland.com and
joshua.sussberg@kirkland.com

G. Headings

The headings used in the One Dot Six Plan are inserted for convenience only, and neither constitute a portion of the One Dot Six Plan nor in any manner affect the construction of the provisions of the Plan.

H. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document or exhibit or schedule to the One Dot Six Plan provides otherwise, the rights, duties, and obligations arising under the One Dot Six Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without giving effect to the principles of conflict of laws thereof.

I. Bankruptcy Code Section 1125(e)

The Plan Proponents have and, upon confirmation of the One Dot Six Plan shall be deemed to have, solicited acceptances of the One Dot Six Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and therefore are not and will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the One Dot Six Plan.

J. Bankruptcy Code Section 1145

To the extent any securities are issued pursuant to the One Dot Six Plan, except with respect to any person that is an underwriter as defined in Bankruptcy Code section 1145(b), no registration statement under section 5 of the United States Securities Act of 1933, as amended (or any state or local law requiring registration for offer or sale of a security) shall be required for the offer or sale of any such securities under the One Dot Six Plan.

K. Inconsistency

In the event of any inconsistency among the One Dot Six Plan, the One Dot Six Specific Disclosure Statement, the Plan Documents, any exhibit to the One Dot Six Plan or any other instrument or document created or executed pursuant to the One Dot Six Plan, the provisions of the One Dot Six Plan shall govern; ***provided***, that, notwithstanding the foregoing, in the event of any inconsistency among the Purchase Agreement and any other document (including the One Dot Six Plan), the Purchase Agreement shall govern.

L. Avoidance and Recovery Actions

Effective as of the Effective Date, One Dot Six retains the right to prosecute any avoidance or recovery actions under Bankruptcy Code sections 544, 547, 548, 549 and 550, except for any such actions that are Acquired Assets.

M. Expedited Determination

One Dot Six is hereby authorized to file a request for an expedited determination under Bankruptcy Code section 505(b) for all tax returns filed with respect to One Dot Six.

N. Exemption from Transfer Taxes

To the fullest extent permitted by applicable law, all sale transactions consummated by One Dot Six and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the One Dot Six Plan, the sale by One Dot Six of any owned property pursuant to Bankruptcy Code section 1123(b)(4), and any assumption, assignment, and/or sale by One Dot Six of its interests in unexpired leases of non-residential real property or executory contracts pursuant to Bankruptcy Code section 365(a), shall constitute a "transfer under a plan" within the purview of Bankruptcy Code section 1146, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

O. Notice of Entry of Confirmation Order and Relevant Dates

Promptly upon entry of the Confirmation Order, One Dot Six shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Confirmation Order and all relevant deadlines and dates under the One Dot Six Plan, including, but not limited to, the deadline for filing notice of Administrative Claims, and the deadline for filing rejection damage Claims.

P. Termination of Professionals

On the Effective Date, the engagement of each Professional Person retained by One Dot Six, if any, shall be terminated without further order of the Bankruptcy Court or act of the parties; *provided*, *however*, such Professional Persons shall be entitled to prosecute any One Dot Six Fee Claims and represent One Dot Six with respect to applications for payment of such One Dot Six Fee Claims and One Dot Six shall be responsible for the fees, costs and expenses associated with the prosecution of such One Dot Six Fee Claims. Nothing herein shall preclude the Plan Administrator from engaging a Professional Person on and after the Effective Date in the same capacity as such Professional Person was engaged prior to the Effective Date.

Q. Interest and Attorneys Fees

Interest accrued after the applicable Petition Date will accrue and be paid on Claims only to the extent specifically provided for in the One Dot Six Plan, the Plan Documents, the Confirmation Order, or as otherwise required by the Bankruptcy Court or by applicable law. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim, except as set forth in the One Dot Six Plan or as ordered by the Bankruptcy Court.

R. Amendments

1. One Dot Six Plan Modifications

The One Dot Six Plan may be amended, modified, or supplemented by the Plan Proponents, in the manner provided for by Bankruptcy Code section 1127 or as otherwise permitted by law, without additional disclosure pursuant to Bankruptcy Code section 1125, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims against One Dot Six pursuant to the One Dot Six Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in the One Dot Six Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the One Dot Six Plan, and any holder of a Claim that has accepted the One Dot Six Plan shall be deemed to have accepted the One Dot Six Plan as amended, modified, or supplemented.

2. Other Amendments

Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the One Dot Six Plan without further order or approval of the Bankruptcy Court; *provided*, *however*, that, such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims under the One Dot Six Plan.

S. Revocation or Withdrawal of the One Dot Six Plan

The Plan Proponents reserve the right to revoke or withdraw the One Dot Six Plan prior to the Effective Date. If the Plan Proponents revoke or withdraw the One Dot Six Plan prior to the Effective Date, or if confirmation or consummation does not occur, then: (a) the One Dot Six Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the One Dot Six Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption, assumption or assignment, or rejection of executory contracts or leases affected by the One Dot Six Plan, and any document or agreement executed pursuant to the One Dot Six Plan shall be deemed null and void; and (c) nothing contained in the One Dot Six Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, One Dot Six or any other Person, (ii) prejudice in any manner the rights of One Dot Six or any other Person or (iii) constitute an admission of any sort by One Dot Six or any other Person.

T. No Successor Liability

Except as otherwise expressly provided in the One Dot Six Plan or the Purchase Agreement, the Purchaser does not, pursuant to the One Dot Six Plan or otherwise, assume, agree to perform, pay or indemnify or otherwise have any responsibilities for any liabilities or obligations of One Dot Six or any other party relating to or arising out of the operations of or Assets of One Dot Six, whether arising prior to, on, or after the Effective Date. The Purchaser is not, and shall not be, a successor to One Dot Six by reason of any theory of law or equity, and it shall not have any successor or transferee liability of any kind or character, except that the

Purchaser shall assume the Assumed Liabilities under the terms and subject to the conditions set forth in the Purchase Agreement.

U. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the One Dot Six Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

V. Compliance with Tax Requirements

In connection with the One Dot Six Plan, the Disbursing Agent shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Plan Distribution. The Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax obligations.

W. Rates

The One Dot Six Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date. Where a Claim has been denominated in foreign currency on a Proof of Claim, the allowed amount of such Claim shall be calculated in legal tender of the United States based upon the conversion rate in place as of the Petition Date and in accordance with Bankruptcy Code section 502(b).

X. Binding Effect

Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this One Dot Six Plan shall be binding upon One Dot Six and the holders of all Claims against, and Equity Interests in, One Dot Six, and shall inure to the benefit of and be binding on each such holder's respective successors and assigns, whether or not the Claim or Equity Interest of any holder is impaired under the One Dot Six Plan and whether or not such holder has accepted the One Dot Six Plan.

Y. Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in the One Dot Six Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

Z. Time

In computing any period of time prescribed or allowed by the One Dot Six Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

AA. Severability

If, prior to the entry of the Confirmation Order, any term or provision of the One Dot Six Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Proponents, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the One Dot Six Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the One Dot Six Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

BB. Reservation of Rights

Except as expressly set forth herein, the One Dot Six Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the One Dot Six Plan, any statement or provision contained herein, or the taking of any action by the Plan Proponents or the Purchaser with respect to the One Dot Six Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Plan Proponents or the Purchaser with respect to any Claims or Equity Interests prior to the Effective Date.

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Dated: August 19, 2014

Respectfully submitted,

U.S. BANK NATIONAL ASSOCIATION
as Inc. Facility Agent

By: */s/ James A. Hanley*
Name: James A. Hanley
Title: Vice President

MAST CAPITAL MANAGEMENT, LLC
on behalf of itself and its managed funds and accounts

By: */s/ Adam Kleinman*
Name: Adam Kleinman
Title: Authorized Signatory

EXHIBIT 2

Marked Version of One Dot Six Plan Reflecting Changes to the Version Filed on January 21, 2014

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED, INC., et al.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

~~FIRST~~SECOND AMENDED CHAPTER 11 PLAN FOR ONE DOT SIX CORP. PROPOSED BY U.S. BANK NATIONAL ASSOCIATION AND MAST CAPITAL MANAGEMENT, LLC

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Counsel to U.S. Bank National Association
and MAST Capital Management, LLC

Dated New York, New York
~~January 21~~August 19, 2014

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registrations numbers, 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).

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INTRODUCTION

U.S. Bank National Association and MAST Capital Management, LLC hereby propose the following plan pursuant to chapter 11 of the Bankruptcy Code for the resolution of claims against, and equity interests in, One Dot Six Corp., one of the Debtors in the above-captioned cases. This plan does not comprise a plan for, nor is it proposed with respect to, any other Debtor whose chapter 11 case is being jointly administered with the chapter 11 case of One Dot Six Corp.[2]

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS

A. Rules Interpretation and Computation of Time

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (e) unless otherwise stated, the words "herein," "hereof" and "hereto" refer to the One Dot Six Plan in its entirety rather than to a particular portion of the One Dot Six Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (i) the terms of the One Dot Six Plan are not intended to alter the terms of the Purchase Agreement in any way and, in the event of any inconsistency between the terms of the One Dot Six Plan and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

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[2] *See* Order Directing the Joint Administration of the Debtors' Chapter 11 Cases [Docket No. 33].

1. "*Acquired Assets*" means the Assets of One Dot Six to be sold pursuant to the terms and conditions of the Purchase Agreement and the ~~Bid Procedures Order.~~Sale Order. For the avoidance of doubt, "Acquired Assets" shall include any and all claims held by One Dot Six against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

2. "*Administrative Claim*" means any right to payment constituting a cost or expense of administration of the Chapter 11 Case of One Dot Six under Bankruptcy Code sections 503(b), 507(a)(2) or 1114(e)(2), including, without limitation, (i) any actual and necessary expenses of preserving the One Dot Six Estate, (ii) any actual and necessary expenses of operating the businesses of One Dot Six, (iii) any indebtedness or obligations incurred or assumed by One Dot Six in connection with the conduct of its business from and after the Petition Date, (iv) One Dot Six Fee Claims, (v) any fees and charges assessed against the One Dot Six Estate under section 1930 of chapter 123 of title 28 of the United States Code, (vi) the Plan Proponent Fee Claims, and (vii) the Inc. Expense Reimbursement.

3. "*Affiliate*" has the meaning set forth in Bankruptcy Code section 101(2).

4. "*Allowed*" means, with respect to a Claim or Equity Interest, or any portion thereof, in any Class or category specified, a Claim or Equity Interest (i) that is evidenced by a Proof of Claim or Equity Interest to which no objection or request for estimation has been filed on or before any objection deadline set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court, (ii) that is listed on the Schedules but is not listed as disputed, contingent or unliquidated, that is not otherwise subject to an objection and as for which no contrary or superseding Proof of Claim or Equity Interest has been filed, (iii) as to which any objection has been settled, waived, withdrawn or overruled by a Final Order or (iv) that is expressly allowed (a) by a Final Order, (b) solely with respect to those Claims that are not pre-petition Claims and are not required under applicable bankruptcy law to be allowed pursuant to an order of the Bankruptcy Court, by an agreement between the holder of such Claim and One Dot Six pursuant to an agreement which was approved or otherwise permitted by a Final Order of the Bankruptcy Court or is an ordinary course agreement that, unless *de minimis* in nature, has been provided to and has not been objected to in writing by the Plan Proponents or (c) pursuant to the terms of the One Dot Six Plan regardless of whether an objection is pending or subsequently brought against such Claim or Equity Interest. For the avoidance of doubt, to the extent a Claim is not Allowed, such Claim is still subject to objection based upon potentially applicable rights of avoidance, setoff, subordination and any other defense.

5. "*Applicable Law*" means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

6. "*Assets*" means all of One Dot Six's assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

7. "*Assumed Liabilities*" means the liabilities of One Dot Six assumed by the Purchaser pursuant to the Purchase Agreement, the Sale Order and the Confirmation Order.

8. "*Avoidance Actions*" means all Causes of Action of the One Dot Six Estate that arise under Bankruptcy Code sections 544, 545, 547, 548, 549, 550, 551 and/or 553.

9. "*Ballot*" means the ballot upon which holders of impaired Claims against, or Equity Interests in, One Dot Six entitled to vote indicated their acceptance or rejection of the One Dot Six Plan in accordance with the One Dot Six Plan and the procedures governing the solicitation process, and which must have been actually received on or before the Voting Deadline.

10. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

11. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of New York, or such other court having jurisdiction over the Chapter 11 Case of One Dot Six.

12. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Case of One Dot Six, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

13. "*Bid Procedures Order*" means the Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief [Docket No. 892].

14. "*Business*" means the Seller's possession of certain rights to control, use and operate, on a nationwide basis, a wireless network providing service using 5 MHz of Spectrum in the 1670-1675 MHz band.

15. "*Business Day*" means any day, other than a Saturday, Sunday or "*legal holiday*" (as defined by Bankruptcy Rule 9006(a)).

16. "*Cash*" means cash and cash equivalents, in legal tender of the United States of America.

17. "*Causes of Action*" means all claims, rights, actions, causes of action (including Avoidance Actions), liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, asserted or unasserted, arising in law, equity or otherwise, including intercompany claims.

18. "*Chapter 11 Cases*" means the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. "*Claim*" means any claim as defined in Bankruptcy Code section 101(5) against One Dot Six.

20. "*Claims Agent*" means Kurtzman Carson Consultants LLC, or any other Person approved by the Bankruptcy Court to act as the Debtors' claims and noticing agent pursuant to 28 U.S.C. § 156(c).

21. "*Class*" means each category of Claims or Equity Interests established under Article III.A of the One Dot Six Plan pursuant to Bankruptcy Code sections 1122 and 1123(a).

22. "*Closing*" means the consummation of all transactions required to close the One Dot Six Sale, after satisfaction of all applicable conditions to Closing, as set forth in the Purchase Agreement.

23. "*Collateral*" means any property or interest in property of the One Dot Six Estate that is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

24. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

25. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court, as it may be continued from time to time, to consider confirmation of the One Dot Six Plan.

26. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the One Dot Six Plan pursuant to Bankruptcy Code section 1129, which order may also authorize and direct One Dot Six to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date) pursuant to Bankruptcy Code sections 105(a), 365, 1123(b)(4), 1129, 1142(b) and 1146(b), in form and substance acceptable to the Purchaser and the Plan Proponents.

27. "*Cure Costs*" means the amount, if any, that One Dot Six contends is the amount needed to cure any defaults and pecuniary losses with respect to executory contracts and unexpired leases anticipated to be Designated Contracts.

28. "*Cure Dispute*" means a dispute regarding (i) any Cure Cost; (ii) the ability of One Dot Six or the Purchaser to demonstrate adequate assurance of future performance (within the meaning of Bankruptcy Code section 365) under any contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption.

29. "*Debtors*" means 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.

30. "*Designated Contract*" has the meaning set forth in the Purchase Agreement.

31. "*Designated Representative*" means Eugene I. Davis and any successor thereto designated from time to time by the Plan Administrator to hold office and serve as the sole officer and director of reorganized One Dot Six.

32. "*DIP Agent*" means U.S. Bank National Association, in its capacity as administrative agent on behalf of the DIP Lenders under the DIP Credit Agreement.

33. "*DIP Claims*" means the Claims of the DIP Agent and the DIP Lenders arising under the DIP Credit Agreement, including, without limitation, all principal, interest, default interest and exit fees provided for thereunder.

34. "*DIP Credit Agreement*" means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), between One Dot Six Corp., as borrower, LightSquared, Inc., One Dot Four Corp. and One Dot Six TVCC Corp., as guarantors, the DIP Lenders, the DIP Agent and the other parties thereto.

35. "*DIP Lenders*" means the lenders and financial institutions from time to time party to the DIP Credit Agreement and defined as Lenders thereunder.

36. "*DIP Order*" means 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], as amended.

37. "*Disallowed Claim*" means a Claim, or such portion of a Claim, that has been disallowed by a Final Order.

38. "*Disbursing Agent*" means, for purposes of making distributions under the One Dot Six Plan, One Dot Six, the Plan Administrator or a designee thereof.

39. "*Disputed Claim*" means, as of any relevant date, (i) any Claim, or any portion thereof (a) that is not an Allowed Claim or Disallowed Claim as of the relevant date, or (b) for which a Proof of Claim has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent that One Dot Six, the Disbursing Agent or any party in interest has interposed a timely objection or request for estimation, which objection or request for estimation has not been withdrawn or determined by a Final Order as of the relevant date, and (ii) any Intercompany Claim.

40. "*Disputed Claims Reserve*" means a reserve that may be established and maintained by the Disbursing Agent for the purpose of effectuating distributions to holders of Disputed Claims pending allowance or disallowance of such Claims in accordance with the One Dot Six Plan.

41. "*Distribution Account*" means an account maintained by the Disbursing Agent into which the Plan Consideration will be delivered and then distributed by the Disbursing Agent in accordance with the One Dot Six Plan.

42. "*Distribution Record Date*" means, with respect to all Classes, the third (3rd) Business Day after the date the Confirmation Order is entered by the Bankruptcy Court or such other date as shall be established by the Bankruptcy Court in (a) the Confirmation Order, or (b) upon request of One Dot Six or the Plan Proponents, a separate order of the Bankruptcy Court.

43. "*Effective Date*" means the first Business Day following the Confirmation Date selected by the Plan Proponents on which (a) all conditions specified in Article IX.A hereof have been either satisfied or waived pursuant to Article IX.B hereof and (b) no stay of the Confirmation Order is in effect.

44. "*Equity Interest*" means the interest (whether legal, equitable, contractual or other rights) of any holders of any class of equity securities of One Dot Six represented by shares of common or preferred stock or other instruments evidencing an ownership interest in One Dot Six, whether or not certificated, transferable, voting or denominated stock or a similar security, and any Claim or Cause of Action related to or arising from the foregoing, or any option, warrant or right, contractual or otherwise, to acquire any such interest in One Dot Six, including, without limitation, interests evidenced by membership or partnership interests, or other rights to purchase or otherwise receive any ownership interest and any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation.

45. "*Estimation Order*" means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under Bankruptcy Code section 502(c)) the Allowed amount of any Claim, which order or orders may include the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

46. "*Existing Board*" means the board of directors, board of managers or similar governing entity of One Dot Six immediately prior to the Effective Date.

47. "*Expense Reimbursement Order*" means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

48. "*FCC*" means the Federal Communications Commission or any successor agency thereto.

49. "*FCC Application*" means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval of the Transfer of control of the Spectrum Lease Arrangement (including the Sublease) from Seller to Purchaser and/or a new spectrum lease arrangement to effectuate the assignment of the Spectrum Lease Agreement (including the Sublease) from Seller to Purchaser.

50. "*FCC Consent*" means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) consenting or confirming the consent, to the FCC Application.

51. "*FCC Final Order*" means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC's own motion has expired.

52. "*FCC License*" means the license issued to OP LLC for the Spectrum.

53. "*Final Order*" means (a) an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been taken or sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; *provided*, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Bankruptcy Code section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

54. "*General Disclosure Statement*" means the First Amended General Disclosure Statement filed by the Debtors [Docket No. 918].

55. "*Governmental Entity*" means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

56. "*Inc. Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including success fees) for legal, financial, advisory, accounting and other services and reimbursement of expenses, asserted against the Inc. Debtors, that are awardable and allowable under Bankruptcy Code section 328, 330(a) or 331 or otherwise rendered prior to the Confirmation Date by any Professional Persons in the Inc. Debtors' Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional Person's fees or expenses, or any professional fees payable pursuant to section 16(a) of the DIP Order, then those reduced or denied amounts shall no longer constitute Inc. Accrued Professional Compensation.

57. "*Inc. Debtors*" means LightSquared, Inc., One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

58. "*Inc. Expense Reimbursement*" shall have the meaning given to such term in the Expense Reimbursement Order.

59. "*Inc. Facility*" means the $278,750,000 term loan facility under the Inc. Facility Credit Agreement.

60. "*Inc. Facility Affiliate Indebtedness*" means any and all existing, arising or acquired, directly or indirectly (including by participation), indebtedness, claims, debts, liabilities and obligations (including all principal, interest, premium, make-whole amounts, reimbursement obligations, fees, indemnities or expenses payable under the Inc. Facility Credit Agreement and any other instrument or agreement executed and delivered in connection therewith of Lightsquared Inc. and the Inc. Facility Subsidiary Guarantors respectively owing to the Inc. Facility Affiliate Lenders under or pursuant to such agreements, whether direct or indirect, whether contingent or of any other nature, character, or description (which shall include all interest accrued or accruing after commencement of the Chapter 11 Cases in accordance with the rate specified in the Inc. Facility Credit Agreement or other applicable agreement executed in connection therewith, whether or not the claim for such interest is allowed as a claim in the Chapter 11 Cases), and any refinancings, renewals, refunding or extensions of such amounts.

61. "*Inc. Facility Affiliate Lenders*" means (i) Blue Line DZM Corp., (ii) Harbinger Capital Partners SP, Inc. and (iii) any holder of Inc. Facility Affiliate Indebtedness.

62. "*Inc. Facility Agent*" means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch on behalf of the Inc. Facility Lenders under the Inc. Facility Credit Agreement.

63. "*Inc. Facility Credit Agreement*" means that certain Credit Agreement, dated as of July 1, 2011, by and among LightSquared, Inc., as borrower, the Inc. Facility Subsidiary Guarantors, the Inc. Facility Lenders and the Inc. Facility Agent (as may be amended, supplemented, amended and restated or otherwise modified from time to time).

64. "*Inc. Facility Lender Subordination Agreement*" means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined in the Inc. Facility Lender Subordination Agreement), by which the Affiliate Lenders agreed to subordinate their Claims to the Claims of the Non-Affiliate Lenders.

65. "*Inc. Facility Lenders*" means the lenders and financial institutions from time to time party to the Inc. Facility Credit Agreement and defined as Lenders thereunder.

66. "*Inc. Facility Non-Affiliate Lenders*" means the Inc. Facility Lenders other than the Inc. Facility Affiliate Lenders.

67. "*Inc. Facility – One Dot Six Claims*" means the Inc. Facility – One Dot Six Guaranty Claims and the Inc. Facility – One Dot Six Subordinated Guaranty Claims.

68. "*Inc. Facility – One Dot Six Guaranty Claims*" means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement, but excluding any Inc. Facility – One Dot Six Subordinated Guaranty Claims.

69. "*Inc. Facility – One Dot Six Subordinated Guaranty Claims*" means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement that were subordinated to the Inc. Facility – One Dot Six Guaranty Claims pursuant to the Inc. Facility Lender Subordination Agreement.

70. "*Inc. Facility Prepayment Premium*" means the prepayment premium due and owing pursuant to section 2.10(g) of the Inc. Facility Credit Agreement.

71. "*Inc. Facility Subsidiary Guarantors*" means One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

72. "*Inc. Fee Claim*" means a Claim against the Inc. Debtors under Bankruptcy Code section 328, 330(a), 331, 363 or 503 for Inc. Accrued Professional Compensation.

73. "*Insured Claim*" means any Claim for which One Dot Six or the holder of a Claim is entitled to indemnification, reimbursement, contribution or other payment under a policy of insurance wherein One Dot Six is an insured or beneficiary of the coverage.

74. "*Intercompany Claim*" means any Claim held by a Debtor against One Dot Six.

75. "*Lien*" means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

76. "*Material Adverse Effect*" means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or financial condition of the Business, or (ii) a material adverse effect on the ability of Seller to consummate the transactions contemplated by the Purchase Agreement and the agreements ancillary thereto; provided that changes, effects, events or conditions, to the extent arising or resulting from the following, shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect under the foregoing clause (i): (A) changes in general economic conditions or securities or financial markets that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (B) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (C) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism, in each case that does not have a disproportionate effect on the Business

(relative to the effect on other Persons operating in the same industry as Seller); (D) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); and (E) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

77. "*Notice of Effective Date*" means the notice of the occurrence of the Effective Date to be filed with the Bankruptcy Court and mailed, as necessary, to the holders of Claims against, and Equity Interests in, One Dot Six.

78. "*One Dot Six*" means One Dot Six Corp.

~~78~~79. "*One Dot Six Estate*" means the estate created for One Dot Six in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

~~79~~80. "*One Dot Six Fee Claim*" means the portion of the Inc. Fee Claims allocable to One Dot Six.

~~80~~81. "*One Dot Six General Unsecured Claim*" means any Unsecured Claim against One Dot Six Corp., other than an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a One Dot Six Fee Claim, U.S. Trustee Fees, an Other Secured Claim, an Inc. Facility – One Dot Six Guaranty Claim, or an Inc. Facility – One Dot Six Subordinated Guaranty Claim but including, for the avoidance of doubt, any Intercompany Claim.

~~81~~82. "*One Dot Six Plan*" means this chapter 11 plan, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time (but solely in accordance with the terms hereof), in form and substance acceptable to the Purchaser and the Plan Proponents.

~~82~~83. "*One Dot Six Sale*" means the sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1145 and 1146(a) under the terms and conditions of the Purchase Agreement, free and clear of any Claims, Liens, interests, or encumbrances.

~~83~~84. "*One Dot Six Sale Proceeds*" means all Cash proceeds, if any, and other consideration aside from Assumed Liabilities deliverable to the One Dot Six Estate from the One Dot Six Sale in accordance with the Purchase Agreement to be distributed to the holders of Allowed Claims in accordance with the terms of the One Dot Six Plan.

~~84~~85. "*One Dot Six Specific Disclosure Statement*" means the Specific Disclosure Statement for the Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC [Docket No. 914].

~~85~~86. "*Other Secured Claim*" means any Secured Claim against One Dot Six other than (a) a DIP Claim, (b) an Inc. Facility – One Dot Six Guaranty Claim or (c) an Inc. Facility – One Dot Six Subordinated Guaranty Claim.

~~86~~87. "*Person*" means a person as defined in Bankruptcy Code section 101(41).

~~87~~88. "*Petition Date*" means May 14, 2012, the date on which the Debtors commenced the Chapter 11 Cases.

~~88~~89. "*Plan Administrator*" means Pirinate Consulting Group LLC and any successor thereto.

~~89~~90. "*Plan Consideration*" means the (a) One Dot Six Sale Proceeds less the amount of Cash necessary to fund the Wind Down Reserve and (b) the Retained Assets (or the proceeds thereof).

~~90~~91. "*Plan Distribution*" means a payment or distribution to holders of Allowed Claims against One Dot Six under the One Dot Six Plan.

~~91~~92. "*Plan Distribution Date*" means, with respect to any Claim (a) the Effective Date or a date that is as soon as reasonably practicable and permissible after the Effective Date, if such Claim is then an Allowed Claim, or (b) if not Allowed on the Effective Date, a date that is as soon as reasonably practicable and permissible after the date such Claim becomes Allowed.

~~92~~93. "*Plan Documents*" means the documents, other than the Plan and Purchase Agreement, to be executed, delivered, assumed, and/or performed in connection with the consummation of the One Dot Six Plan, including, without limitation, the Schedule of Assumed Executory Contracts and Unexpired Leases, each of which shall be in form and substance acceptable to the Plan Proponents and the Purchaser and filed with the Bankruptcy Court as specified in the One Dot Six Plan.

~~93~~94. "*Plan Proponent Fee Claims*" means all Claims for the reasonable out-of-pocket expenses incurred by the Plan Proponents.

~~94~~95. "*Plan Proponents*" means MAST Capital Management, LLC and U.S. Bank National Association.

~~95~~96. "*Priority Non-Tax Claim*" means any Claim other than an Administrative Claim, a One Dot Six Fee Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

~~96~~97. "*Priority Tax Claim*" means any Claim of a governmental unit of the kind specified in Bankruptcy Code section 507(a)(8).

~~97~~98. "*Professional Person*" means all Persons retained by order of the Bankruptcy Court in connection with the Chapter 11 Cases, pursuant to Bankruptcy Code sections 327, 328, 330 or 1103, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

~~98~~99. "*Proof of Claim*" means a proof of Claim that must be filed against One Dot Six by the deadline, if any, designated by the Bankruptcy Court as the deadline for filing proofs of Claim against One Dot Six.

~~99~~100. "*Pro Rata*" means the proportion that an Allowed Claim against, or Equity Interest in, One Dot Six in a particular Class bears to the aggregate amount of Allowed Claims or Equity Interests in that Class, or the proportion that Allowed Claims or Equity Interests in a particular Class bear to the aggregate amount of Allowed Claims or Equity Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Equity Interests under the One Dot Six Plan.

~~100~~101. "*Purchase Agreement*" means that certain Purchase Agreement by and between One Dot Six Corp. and MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees, pursuant to which, among other things, the Purchaser will acquire the Acquired Assets.

~~101~~102. "*Purchaser*" means MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees.

~~102~~103. "*Released Parties*" means (a) One Dot Six, (b) the Plan Proponents, (c) the Purchaser, (d) each Inc. Facility Non-Affiliate Lender, (e) the Inc. Facility Agent, (f) each DIP Lender, (g) the DIP Agent, (h) the Plan Administrator, (i) the Designated Representative and (j) the present and former directors, officers, managers, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, bankruptcy and restructuring advisors and financial advisors of each of the foregoing, in each case solely in their capacity as such; *provided*, *however*, that neither the Purchaser nor One Dot Six shall be deemed to be a Released Party as against one another with respect to each such party's right to enforce the Purchase Agreement against the other party.

~~103~~104. "*Retained Assets*" means the Assets of One Dot Six that are excluded from the One Dot Six Sale pursuant to the terms and conditions of the Purchase Agreement.

~~104~~105. "*Sale Order*" means an order of the Bankruptcy Court approving the Purchase Agreement and all transactions required to close the One Dot Six Sale under Bankruptcy Code sections 105, 363, 365 and/or 1129, which order may, for the avoidance of doubt, be the Confirmation Order, and may direct One Dot Six to execute the Purchase Agreement and perform thereunder.

~~105~~106. "*Schedule of Assumed Executory Contracts and Unexpired Leases*" means a schedule of the contracts and leases to be assumed by One Dot Six pursuant to Article VIII.A.1 of the One Dot Six Plan and assigned to the Purchaser, the initial version of which was filed with the Bankruptcy Court by One Dot Six on November 22, 2013 [Docket No. 1038], as the same may be amended or modified from time to time.

~~106~~107. "*Schedules*" mean, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs filed by One Dot Six pursuant to Bankruptcy Code section 521 and in substantial accordance with the Official Bankruptcy Forms as the same may have been amended, modified or supplemented from time to time.

~~107~~108. "*Secured Claim*" means a Claim, either as set forth in the One Dot Six Plan, as agreed to by the holder of such Claim and One Dot Six, or the Plan Administrator, as

applicable, the Plan Proponents or as determined by a Final Order in accordance with Bankruptcy Code sections 506(a) and 1111(b): (a) that is secured by a valid, perfected and enforceable Lien on Collateral, to the extent of the value of the Claim holder's interest in such Collateral as of the Confirmation Date; or (b) to the extent that the holder thereof has a valid right of setoff pursuant to Bankruptcy Code section 553.

~~108~~109. "*Seller*" means One Dot Six Corp., a Delaware corporation.

~~109~~110. "*Solicitation Procedures ~~Order~~Orders*" means the (i) Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief [Docket No. 936]~~.~~ and (ii) Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting on Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief [Docket No. ___].

111. "*Special Committee*" means the special committee of the board of directors of LightSquared Inc. and LightSquared GP Inc.

~~110~~112. "*Specified Regulatory Approvals*" has the meaning given to such term in the Purchase Agreement.

~~111~~113. "*Spectrum*" means those certain nationwide spectrum rights for 5 MHz in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

~~112~~114. "*Spectrum Lease Agreement*" means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, and (iii) the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

~~113~~115. "*Spectrum Lease Arrangement*" means the long term de facto transfer lease of the Spectrum from OP LLC to One Dot Six assigned Lease ID L000007295 by the FCC.

~~114~~116. "*Sublease*" means the Long-Term De Facto Transfer Sublease Agreement dated August 13, 2008 by and between OP LLC and One Dot Six (as assignee of TVCC One Six Holdings LLC).

~~115~~117. "*Substantial Service Deadline*" means October 1, ~~2013~~2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

~~116~~118. "*Transfer*" means sell, convey, assign, transfer and deliver.

~~117~~119. "*Unclassified Claims*" means Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees and Priority Tax Claims against One Dot Six.

~~118~~120. "*U.S. Trustee*" means the Office of the U.S. Trustee for Region 2, Southern District of New York.

~~119~~121. "*U.S. Trustee Fees*" means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717, each as determined by the Bankruptcy Court at the Confirmation Hearing.

~~120~~122. "*Voting Deadline*" means December 30, 2013 at 4:00 p.m. (prevailing Pacific Time).

~~121~~123. "*Wind Down*" means the wind down of One Dot Six in accordance with the One Dot Six Plan, as more fully set forth in Article VI.I herein.

~~122~~124. "*Wind Down Reserve*" has the meaning set forth in Article V.A of the One Dot Six Plan.

ARTICLE II.

PROVISIONS FOR THE TREATMENT OF UNCLASSIFIED CLAIMS

A. Unclassified Claims

As provided by Bankruptcy Code section 1123(a)(1), Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees, DIP Claims and Priority Tax Claims against One Dot Six shall not be classified under the One Dot Six Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in this Article II. Holders of such Claims are not entitled to vote on the One Dot Six Plan.

B. Administrative Claims

1. Time for Filing Administrative Claims

Each holder of an Administrative Claim, other than (i) a One Dot Six Fee Claim, (ii) a liability incurred and payable in the ordinary course of business by One Dot Six (and not past due), (iii) an Administrative Claim that has become an Allowed Claim on or before the Effective Date, or (iv) any claim by the Purchaser for payment of the Inc. Expense Reimbursement must file with the Bankruptcy Court and serve on (a) One Dot Six, (b) the Office of the U.S. Trustee, and (c) the Plan Proponents notice of such Administrative Claim within thirty (30) days after service of the Notice of Effective Date. Such notice of Administrative Claim must include, at a minimum, (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) a detailed description of the basis for the Administrative Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

2. Allowance of Administrative Claims

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Article II.B.1 of the One Dot Six Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the date of service of the applicable notice of Administrative Claim, or (ii) such later date as may be (a) agreed to by the holder of such Administrative Claim or (b) approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such thirty (30) day period (or any extension thereof) and is not otherwise resolved, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. For the avoidance of doubt, any claim by the Purchaser for the Inc. Expense Reimbursement shall be deemed an Allowed Administrative Claim in accordance with the Expense Reimbursement Order and the DIP Order, and the Purchaser shall not be required to file any notice of Administrative Claim in accordance with Article II.B.1 of the One Dot Six Plan or any other Proof of Claim or administrative expense in respect of any Claim for the Inc. Expense Reimbursement.

3. Payment of Allowed Administrative Claims

On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive, (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by One Dot Six) or (ii) such other treatment as may be agreed upon in writing by One Dot Six (or, if after the Effective Date, the Disbursing Agent), the Purchaser, and such holder; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; *provided*, *further*, that an Administrative Claim representing a liability incurred in the ordinary course of business of One Dot Six may be paid by One Dot Six (or, if after the Effective Date, the Disbursing Agent) in the ordinary course of business; *provided*, *further*, that the Inc. Expense Reimbursement shall be paid in accordance with the terms of the Expense Reimbursement Order and the DIP Order; and *provided*, *further*, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan (and, to the extent that amounts deposited in the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan are insufficient to pay such Allowed Administrative Claim, One Dot Six may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim).

4. Plan Proponent Fee Claims

Plan Proponent Fee Claims shall be paid in full in Plan Consideration in the form of Cash on the Effective Date for all reasonable fees and expenses incurred up to the Effective Date (to the extent not previously paid), subject to the prior receipt by One Dot Six of invoices and reasonable documentation in connection therewith and without the requirement to file a fee application with the Bankruptcy Court. In the event that One Dot Six disputes any portion of the Plan Proponent Fee Claims, One Dot Six shall pay the undisputed amount of such Plan Proponent Fee Claims, and segregate the remaining portion of such Plan Proponent Fee Claims until such dispute is resolved by the parties or by the Bankruptcy Court.

C. Professional Compensation

Each Professional Person asserting a One Dot Six Fee Claim for services rendered before the Effective Date must file with the Bankruptcy Court and serve on all parties required to receive notice, an application for final allowance of such One Dot Six Fee Claim no later than forty (40) days after the Effective Date.

Each holder of a One Dot Six Fee Claim that has been Allowed by Final Order shall receive, in full satisfaction of such Allowed One Dot Six Fee Claim, (i) on the date such One Dot Six Fee Claim becomes an Allowed One Dot Six Fee Claim, or as soon thereafter as is practicable, Plan Consideration in the form of Cash or (ii) such other treatment as may be agreed to by the holder of an Allowed One Dot Six Fee Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent), and the Purchaser; *provided* that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such Allowed One Dot Six Fee Claim.

D. U.S. Trustee Fees

The Disbursing Agent, on behalf of One Dot Six, shall pay all outstanding U.S. Trustee Fees of One Dot Six on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.

E. DIP Claims

All DIP Claims shall be Allowed and deemed to be Allowed Claims in the ~~full~~ amount ~~due and owing under the DIP Credit Agreement~~of $110.6 million as of October 31, 2014, which Allowed amount includes all outstanding principal, interest, default interest and fees, plus all accrued expenses. In full satisfaction of such DIP Claims, the Purchaser shall contribute all DIP Claims to the purchase price paid for the Acquired Assets pursuant to the Purchase Agreement.

F. Priority Tax Claims

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim: (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by One Dot Six) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Priority Tax Claim.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

The following table designates the Classes of Claims and Equity Interests, and specifies which Classes are: (i) impaired or unimpaired by the One Dot Six Plan; (ii) entitled to vote to accept or reject the One Dot Six Plan in accordance with Bankruptcy Code section 1126; (iii) deemed to accept the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f); and (iv) deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

Class	Claim	Status	Voting Rights
Class 1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
Class 2	Other Secured Claims	Unimpaired	Deemed to Accept
Class 3	Inc. Facility – One Dot Six Guaranty Claims	Impaired	Entitled to Vote
Class 4	Inc. Facility – One Dot Six Subordinated Guaranty Claims	Impaired	Deemed to Reject
Class 5	One Dot Six General Unsecured Claims	Impaired	Deemed to Reject
Class 6	Equity Interests	Impaired	Deemed to Reject

B. Classification of Claims and Equity Interests

Pursuant to Bankruptcy Code section 1122, the One Dot Six Plan classifies all Claims against, and Equity Interests in, One Dot Six. A Claim or Equity Interest is placed in a particular Class for purposes of voting on the One Dot Six Plan, to the extent applicable, and receiving distributions pursuant to the One Dot Six Plan, to the extent applicable, only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified.

C. Classes of Claims and Equity Interests

1. Class 1—Priority Non-Tax Claims

(a) *Classification*: Class 1 consists of all Priority Non-Tax Claims against One Dot Six.

(b) *Treatment*: The legal, equitable and contractual rights of the holders of Allowed Class 1 Claims are unaltered. Unless otherwise agreed to by a holder of an Allowed Class 1 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Class 1 Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.

(c) *Voting*: Class 1 is unimpaired, and holders of Class 1 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 1 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

2. Class 2—Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims against One Dot Six.

(b) *Treatment*: Unless otherwise agreed to by a holder of an Allowed Class 2 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 2 Claim shall receive, at the election of the Plan Proponents or the Plan Administrator, as applicable:

(i) Plan Consideration in the form of Cash in an amount equal to such Allowed Other Secured Claim; or

(ii) Such other treatment that will render the Other Secured Claim unimpaired pursuant to Bankruptcy Code section 1124.

Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until (A) full and final payment of such Allowed Other Secured Claim is made as provided herein or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect.

(c) *Voting*: Class 2 is unimpaired, and holders of Class 2 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 2 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

3. Class 3—Inc. Facility – One Dot Six Guaranty Claims

(a) *Classification*: Class 3 consists of all Inc. Facility – One Dot Six Guaranty Claims against One Dot Six.

(b) *Allowance*: Inc. Facility – One Dot Six Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of $208,645,789.92 as of the

Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date, (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Guaranty Claims, and (iii) fees and expenses payable to the Inc. Facility Agent from the Petition Date through and including the Effective Date, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any ~~Entity~~entity.

(c) *Treatment*: Each holder of an Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claim will receive on account of its Class 3 Inc. Facility – One Dot Six Guaranty Claim its Pro Rata Share of Plan Consideration (if any) remaining after (A) payment in full of Unclassified Claims pursuant to Article II and (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively; *provided, however*, that the holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall contribute to the Purchaser $1 in Inc. Facility-One Dot Six Guaranty Claims, which Claims shall be used by the Purchaser to partially fund the purchase price for the Acquired Assets under the Purchase Agreement, in exchange for which holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall receive an interest in the Purchaser.

(d) *Voting*: Class 3 is impaired, and holders of Class 3 Claims are entitled to vote to accept or reject the One Dot Six Plan.

4. Class 4—Inc. Facility – One Dot Six Subordinated Guaranty Claims

(a) *Classification*: Class 4 consists of all Inc. Facility – One Dot Six Subordinated Guaranty Claims against One Dot Six.

(b) *Allowance*: Inc. Facility – One Dot Six Subordinated Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of $113,557,696.10 as of the Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date and (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Subordinated Guaranty Claims, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any ~~Entity~~entity.

(c) *Treatment*: Holders of Class 4 Inc. Facility – One Dot Six Subordinated Guaranty Claims will not receive any recovery on account of such Claims.

(d) *Voting*: Class 4 is impaired, and holders of Class 4 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 4 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

5. Class 5—One Dot Six General Unsecured Claims

(a) *Classification*: Class 5 consists of all One Dot Six General Unsecured Claims held against One Dot Six.

(b) *Treatment*: Holders of Class 5 One Dot Six General Unsecured Claims will not receive any recovery on account of such Claims.

(c) *Voting*: Class 5 is impaired, and holders of Class 5 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 5 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

6. Class 6—Equity Interests

(a) *Classification*: Class 6 consists of all Equity Interests.

(b) *Treatment*: Holders of Class 6 Equity Interests will not receive any recovery on account of such Equity Interests.

(c) *Voting*: Class 6 is impaired, and holders of Class 6 Equity Interests are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 6 Equity Interests are not entitled to vote to accept or reject the One Dot Six Plan.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE ONE DOT SIX PLAN

A. Presumed Acceptance of the One Dot Six Plan

Classes 1 and 2 are unimpaired under the One Dot Six Plan, and are therefore conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f).

B. Presumed Rejection of the One Dot Six Plan

Classes 4, 5 and 6 are impaired under the One Dot Six Plan and are not receiving any recovery under the One Dot Six Plan. Therefore, such Classes are conclusively presumed to have rejected the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

C. Voting Classes

Class 3 is impaired under the One Dot Six Plan, and holders of Claims in Class 3 shall be entitled to vote to accept or reject the One Dot Six Plan.

D. Acceptance by Impaired Classes of Claims

Pursuant to Bankruptcy Code section 1126(c) and except as otherwise provided in Bankruptcy Code section 1126(e), an impaired Class of Claims entitled to vote to accept or reject the One Dot Six Plan has accepted the One Dot Six Plan if the holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the One Dot Six Plan.

E. Nonconsensual Confirmation

If all applicable requirements for confirmation of the One Dot Six Plan are met as set forth in Bankruptcy Code section 1129(a), except subsection (8) thereof, the One Dot Six Plan shall be treated as a request that the Bankruptcy Court confirm the One Dot Six Plan in accordance with Bankruptcy Code section 1129(b), notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the One Dot Six Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the One Dot Six Plan.

F. Elimination of Vacant Classes

Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the One Dot Six Plan for purposes of voting to accept or reject the One Dot Six Plan and for purposes of determining acceptance or rejection of the One Dot Six Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE ONE DOT SIX PLAN

A. One Dot Six Plan Funding

Plan Distributions shall be made from Plan Consideration (which excludes, for the avoidance of doubt, Cash in the Wind Down Reserve) as of the Effective Date. Such Plan Consideration shall be used to satisfy the obligations of One Dot Six with regards to payment of Allowed Claims against One Dot Six under the One Dot Six Plan, in accordance with the terms hereof. The issuance or delivery of any Plan Distributions that are securities shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

On the Effective Date, Cash from the One Dot Six Sale Proceeds in such amount as may be either (a) mutually agreed by the Purchaser and One Dot Six or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by One Dot Six (the "*Wind Down Reserve*"), which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by One Dot Six on or after the Effective Date that are directly related to the Wind Down, including, without limitation, professional fees and expenses incurred by One Dot Six in connection therewith. For the avoidance of doubt, the Purchaser shall not be responsible for the payment of any expenses associated with the Wind Down in the event that the Wind Down Reserve is insufficient to pay such expenses.

B. The One Dot Six Sale

The Confirmation Order or the Sale Order, as applicable, shall approve a sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) pursuant to a sale process under the terms and conditions of the Purchase Agreement and the Bid Procedures Order free and clear of any Claims, Liens, interests, or encumbrances. The One Dot Six Sale Proceeds shall include a Cash component in an amount sufficient for the Disbursing Agent to make all Plan Distributions required to be in the form of Cash, and for One Dot Six to fund the Wind Down Reserve and Disputed Claims Reserves. Upon entry of the Confirmation Order or Sale Order, as applicable, One Dot Six shall be (a) authorized to, among other things, sell, assume, assign and/or transfer the Acquired Assets, subject to applicable law and the terms and conditions of the Purchase Agreement (including, without limitation, receipt of the Specified Regulatory Approvals to the extent applicable), and take any and all actions necessary to consummate the One Dot Six Sale; and (b) authorized and directed to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date). Actions necessary to consummate the One Dot Six Sale may include, among others, (a) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, rights, liability, duty or obligation on terms consistent with the terms of the Purchase Agreement and the One Dot Six Plan and having such other terms to which One Dot Six and the Purchaser may agree and (b) all other actions that are necessary and appropriate in connection with such transactions, including making such filings or recordings that may be required by or appropriate under applicable state law. Nothing in the One Dot Six Plan, Confirmation Order or Sale Order, as applicable, authorizes the transfer or assignment of the Acquired Assets to the Purchaser without the Purchaser's compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of such Assets.

C. Distribution Account

The Distribution Account shall be established to receive on the Effective Date the Plan Consideration, which shall vest in the Distribution Account on the Effective Date free and clear of any and all claims, encumbrances, or interests in accordance with Bankruptcy Code section 1141, but subject to the rights of holders of Claims, as and to the extent applicable, to obtain the distributions provided for in the One Dot Six Plan. Upon the distribution of all Plan Consideration in the Distribution Account, the Distribution Account shall be extinguished. In the event that any Cash remains in the Distribution Account after all distributions required to be made in Cash pursuant to the terms hereof have been made, any such remaining Cash shall revert back to the Purchaser.

D. Cancellation of Existing Securities and Agreements

Except for the purpose of evidencing a right to distribution under the One Dot Six Plan, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing any Claim against, or Equity Interest in, One Dot Six and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect solely as such agreements, instruments and other documents relate to One Dot Six. Notwithstanding the foregoing, (i) the applicable provisions of the DIP Credit Agreement shall continue in effect as to One Dot Six solely for the purpose of permitting the DIP Agent and/or

the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed DIP Claims and to effectuate any charging Liens permitted under the DIP Credit Agreement, and to assert any rights the holders of Allowed DIP Claims may have with respect to any obligation owed on account of such Claims by a Person other than One Dot Six including the other Inc. Debtors, (ii) the applicable provisions of the Inc. Facility Credit Agreement shall continue in effect as to One Dot Six solely for the purposes of permitting the Inc. Facility Agent and/or the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed Inc. Facility – One Dot Six Claims and to effectuate any charging Liens permitted under the Inc. Facility Credit Agreement, and (iii) the DIP Credit Agreement and the Inc. Facility Credit Agreement shall continue to exist with respect to any obligation owed on account of Claims arising thereunder by a Person other than One Dot Six including the other Inc. Debtors, including, without limitation, in respect of amounts owed to the DIP Agent, the DIP Lenders, the Inc. Facility Agent, the Inc. Facility Lenders or any beneficiary of rights to subrogation, reimbursement or contribution in connection with the DIP Claims or the Inc. Facility – One Dot Six Claims. Except as otherwise set forth herein, the holders of or parties to such instruments, securities and other documentation will have no rights as against One Dot Six arising from or relating to such instruments, securities and other documentation, except the rights provided for pursuant to the One Dot Six Plan.

E. Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the One Dot Six Plan, the provisions of the One Dot Six Plan will constitute a good-faith compromise and settlement of all claims or controversies relating to the rights (including any subordination rights) that a holder of a Claim against, or Equity Interest in, One Dot Six may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the One Dot Six Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are: (a) in the best interests of One Dot Six and the One Dot Six Estate and property, and of holders of Claims or Equity Interests; and (b) fair, equitable and reasonable. Nothing in the One Dot Six Plan shall in any way impair the ability of One Dot Six to assert any claims against any other Debtor, which claims shall include, for the avoidance of doubt, claims for contribution, reimbursement and/or subrogation against any other Debtor.

F. Continued Corporate Existence; Directors and Officers; Dissolution of Reorganized One Dot Six

One Dot Six shall continue to exist as One Dot Six after the Effective Date in accordance with the laws of the State of Delaware and pursuant to the certificate of incorporation and by-laws in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws are amended under the One Dot Six Plan, for the limited purpose of distributing the Plan Consideration. From and after the Effective Date, the positions of the current directors and officers of One Dot Six shall be eliminated, and the Designated Representative shall serve as the sole officer and sole director of reorganized One Dot Six. As soon as practicable after the Plan Administrator makes the final distribution of Plan Consideration under the One Dot Six Plan, the

Plan Administrator shall (a) effectuate the dissolution of One Dot Six in accordance with the laws of the State of Delaware and (b) and cause its Designated Representative to resign as the sole officer and sole director of reorganized One Dot Six.

G. Corporate Governance

From and after the Effective Date, One Dot Six shall be managed and administered by the Plan Administrator, who shall have full authority to administer the provisions of the One Dot Six Plan and the Purchase Agreement, subject to the terms of the Purchase Agreement. The Plan Administrator may, subject to the terms of the Purchase Agreement, take any actions contemplated by the One Dot Six Plan or the Purchase Agreement on behalf of One Dot Six to the extent permitted by the articles of incorporation, by-laws, or similar organizational documents of One Dot Six in place as of the Effective Date.

H. Wind Down of One Dot Six and the One Dot Six Estate

1. The Plan Administrator shall oversee the Wind Down, subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan, and shall make distributions of Plan Consideration to holders of Allowed Claims against One Dot Six consistent and in accordance with the One Dot Six Plan and the Confirmation Order. Neither the Plan Administrator nor One Dot Six shall be required to post a bond in favor of the United States.

2. Following the Effective Date, One Dot Six shall not engage in any business activities or take any actions, except those necessary to effectuate the One Dot Six Plan, the Wind Down and compliance with its obligations under the Purchase Agreement. On and after the Effective Date, the Plan Administrator may take such actions and settle and compromise Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the One Dot Six Plan, the Confirmation Order and/or the Purchase Agreement.

I. Power and Authority of the Plan Administrator

The Plan Administrator shall have the power and authority to perform the following acts on behalf of One Dot Six, in addition to any powers granted by law or conferred by any other provision of the One Dot Six Plan and orders of the Bankruptcy Court, but in each case subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan: (i) take all steps and execute all instruments and documents necessary to make or assist the Disbursing Agent in making distributions to holders of Allowed Claims and Allowed Equity Interests; (ii) object to Claims and Equity Interests as provided in the One Dot Six Plan and prosecute such objections; (iii) resolve, compromise and/or settle any objections to the amount, validity, priority, treatment, or allowance of Claims or Equity Interests; (iv) seek an estimation of contingent or unliquidated claims under Bankruptcy Code section 502(c); (v) comply with the One Dot Six Plan and the obligations hereunder; (vi) if necessary, employ, retain, or replace professionals to assist One Dot Six in compliance with its obligations under the Purchase Agreement and/or the Wind Down; (vii) establish, replenish or release reserves as provided in the One Dot Six Plan, as applicable; (viii) take all actions necessary or appropriate to enforce One Dot Six's rights under the Purchase Agreement and any related document and to fulfill, comply with or otherwise

satisfy One Dot Six's covenants, agreements and obligations under the Purchase Agreement and any related document; (ix) make all determinations on behalf of One Dot Six under the Purchase Agreement; (x) prepare and file applicable tax returns for One Dot Six; (xi) liquidate any of the Retained Assets and distribute the proceeds as Plan Consideration in accordance with the terms of this One Dot Six Plan; (xii) deposit funds of the One Dot Six Estate, draw checks and make disbursements consistent with the terms of the One Dot Six Plan; (xiii) purchase or continue insurance protecting One Dot Six and property of the One Dot Six Estate; (xiv) seek entry of a final decree in the Chapter 11 Case of One Dot Six at the appropriate time; (xv) dissolve reorganized One Dot Six; (xvi) prosecute, resolve, compromise and/or settle any litigation, including any Avoidance Actions that are not Acquired Assets; (xvii) abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization (as such term is described in Internal Revenue Code section 501(c)(3) (whose contributions are deductible under Internal Revenue Code section 170)) of the Plan Administrator's choice, any One Dot Six Estate Assets that are of no material benefit; and (xviii) take such other action as the Plan Administrator may determine to be necessary or desirable to carry out the purpose of the One Dot Six Plan and/or consummation of the One Dot Six Sale in accordance with the Purchase Agreement.

J. Assumed Liabilities

In accordance with the terms of the Purchase Agreement, upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, the Purchaser shall be responsible for payment and satisfaction of all Assumed Liabilities. Upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, all Persons holding Claims against, and Equity Interests in, One Dot Six arising out of or concerning an Assumed Liability, shall be forever barred, estopped and permanently enjoined from asserting against One Dot Six and any of its property, such Claims or Equity Interests, as applicable. The Purchaser is not assuming, and shall not become liable for the payment or performance of, any liabilities or other obligations of One Dot Six of any nature whatsoever, whether accrued or unaccrued, other than the Assumed Liabilities.

K. Release of Liens

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the One Dot Six Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the One Dot Six Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the One Dot Six Estate shall be fully released and discharged solely as to One Dot Six, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to reorganized One Dot Six or be transferred to the Purchaser, as applicable. For the avoidance of doubt, the Liens securing the Inc. Facility – One Dot Six Guaranty Claims and/or the Inc. Facility – One Dot Six Subordinated Guaranty Claims, the Liens securing such Claims shall nevertheless be released and discharged solely as to One Dot Six on the Effective Date in accordance with the terms hereof.

L. Cancellation of Certain Existing Security Interests

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to One Dot Six any Collateral or other property of One Dot Six held by such holder, and any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or lis pendens; *provided*, *however*, any such Collateral that is an Acquired Asset received by One Dot Six from the holder of such Allowed Claim shall be delivered promptly to the Purchaser following the Closing.

M. Corporate Action

1. One Dot Six shall serve on the U.S. Trustee quarterly reports of the disbursements made until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or until the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. The deadline for filing Administrative Claims set forth in Article II.B.1 of the One Dot Six Plan shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

2. Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for One Dot Six and the Plan Administrator to undertake any and all acts and actions required to implement or contemplated by the One Dot Six Plan (including, without limitation, the execution and delivery of the Purchase Agreement), and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without the need for board or shareholder vote and without any requirement of further action by the stockholders, directors or managers of One Dot Six (if any).

3. On the Effective Date, the Existing Board is authorized and directed to execute and/or deliver, as the case may be, the agreements, documents and instruments contemplated by the One Dot Six Plan, the Plan Documents and the Purchase Agreement and any schedules, exhibits or other documents attached thereto or contemplated thereby in the name and on behalf of One Dot Six.

4. Upon entry of a final decree in the Chapter 11 Case of One Dot Six, if not previously dissolved, One Dot Six shall be deemed dissolved and wound up without any further action required.

N. Third Party Cooperation

Certain of the Assets, in particular the Spectrum Lease Agreement, will be assigned to Purchaser by One Dot Six pursuant to the assignment provisions of the Spectrum Lease Agreement. The Spectrum Lease Agreement requires the counter parties, Crown Castle MM Holding LLC and OP LLC, to cooperate to assist One Dot Six in obtaining FCC Consent effectuating the assignment of the Spectrum Lease Arrangement (including the Sublease) from One Dot Six to Purchaser, including, upon request, to prepare, sign, and file with the FCC the licensee portion of the application required to obtain the FCC Consent. Crown Castle MM

Holding, LLC and OP LLC shall be required to cooperate in accordance with their foregoing obligations to secure and effectuate such assignment, and One Dot Six and Purchaser shall be authorized pursuant to the terms hereof to take whatever action is required to effectuate such cooperation from Crown Castle MM Holding, LLC and OP LLC including, but not limited to, obtaining appropriate relief from the Bankruptcy Court.

O. Debtor Cooperation

The Designated Contracts (as defined in the Purchase Agreement) that relate to the conduct and operations of the Acquired Assets will be assigned to the Purchaser by One Dot Six in connection with the One Dot Six Sale upon the Effective Date of the One Dot Six Plan. To the extent the Purchaser requires any Designated Contract to which one or more Debtors other than One Dot Six is a party to operate the Acquired Assets, such other Debtor(s) shall cooperate with the Purchaser to the extent necessary to provide the Purchaser with all of the benefits of such Designated Contract.

ARTICLE VI.

PLAN DISTRIBUTION PROVISIONS

A. The Disbursing Agent

All Plan Distributions under the One Dot Six Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall be empowered to: (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims; (b) comply with the One Dot Six Plan and the obligations thereunder; (c) make periodic reports regarding the status of distributions under the One Dot Six Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Disputed Claim; and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the One Dot Six Plan, the Plan Documents, the Confirmation Order, or any other order of the Bankruptcy Court. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Plan Administrator if the Disbursing Agent is a Person other than One Dot Six or the Plan Administrator, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash from the Wind Down Reserve.

B. Timing of Plan Distributions

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the applicable Plan Distribution Date or as soon thereafter as is practicable, *provided* that the Plan Administrator or the Disbursing Agent, as applicable, may utilize periodic distribution dates to the extent appropriate and not otherwise inconsistent with the One Dot Six Plan. In the event that any payment or act under the One Dot Six Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the

performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

C. Distribution Record Date

1. As of the close of business on the Distribution Record Date, the various lists of holders of Claims against, and Equity Interests in, One Dot Six in each of the Classes, as maintained by One Dot Six, or its agent, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Equity Interests. None of One Dot Six, the Plan Administrator or the Disbursing Agent shall have any obligation to recognize any transfer of Claims or Equity Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Costs or any Cure Disputes in connection with the assumption and/or assignment of One Dot Six's executory contracts and leases, neither One Dot Six nor the Plan Administrator shall have any obligation to recognize or engage with any party other than the non-One Dot Six party to the underlying executory contract or lease, even if such non-One Dot Six party has sold, assigned or otherwise transferred its Claim for a Cure Cost.

2. Plan Distributions, if any, to be made on account of Allowed DIP Claims shall be made by the Disbursing Agent to the DIP Agent, who shall distribute such Plan Distributions to holders of Allowed DIP Claims in accordance with the terms of the DIP Credit Agreement. The DIP Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed DIP Claims. The Plan Administrator, through the Disbursing Agent, shall pay the DIP Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

3. Plan Distributions, if any, to be made on account of Allowed Inc. Facility – One Dot Six Claims shall be made by the Disbursing Agent to the Inc. Facility Agent, who shall distribute such Plan Distributions to holders of Allowed Inc. Facility – One Dot Six Claims in accordance with the terms of the Inc. Facility Credit Agreement. The Inc. Facility Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed Inc. Facility – One Dot Six Claims. The Plan Administrator, through the Disbursing Agent, shall pay the Inc. Facility Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

4. Plan Distributions, if any, to be made on account of Allowed Claims and Equity Interests other than Allowed DIP Claims and Allowed Inc. Facility – One Dot Six Claims shall be made directly by the Disbursing Agent to the holders of such Claims and Equity Interests.

D. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim against One Dot Six shall be made at the address of such holder as set forth in the latest-dated of the following actually held or received by the Disbursing Agent prior to the Effective Date: (a) the Schedules; (b) the Proof of Claim filed by such holder; (c) any notice of assignment filed with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e); or (d) any notice served by such holder giving details of a change of address. If

any Plan Distribution sent to the holder of a Claim is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within one hundred and twenty (120) days after such Plan Distribution was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distribution shall revert to the Distribution Account. Upon such reversion, the Claim of any holder or its successors with respect to such property shall be cancelled, discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

E. Time Bar to Cash Payments

Checks issued in respect of Allowed Claims against One Dot Six shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and twenty (120) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred, and such unclaimed Plan Distribution shall revert to the Distribution Account.

F. No Distribution in Excess of Amount of Allowed Claim

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim against One Dot Six shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth herein) in excess of the Allowed amount of such Claim.

G. Setoffs and Recoupments

Except with respect to any distributions on account of DIP Claims or Inc. Facility – One Dot Six Guaranty Claims, One Dot Six or the Plan Administrator, or the designee of either entity as instructed by One Dot Six or the Plan Administrator, as applicable, may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim. In the event that any such Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, One Dot Six may, pursuant to Bankruptcy Code section 553 or applicable non-bankruptcy law, setoff or recoup against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the One Dot Six of any such Claims, rights and Causes of Action that One Dot Six may possess against any such holder, except as specifically provided herein.

H. Fractional Cents and De Minimis Distributions

Notwithstanding any other provision of the One Dot Six Plan to the contrary, (i) no payment of fractions of cents will be made and (ii) the Disbursing Agent shall not have any obligation to make a Plan Distribution that is less than or equal to $25.00 in Cash. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

I. Manner of Payment Under the One Dot Six Plan

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the One Dot Six Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be, in addition to the foregoing, made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. The issuance or delivery of any Plan Distribution that is a security shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

J. Requirement to Give a Bond or Surety

The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the One Dot Six Estate. Furthermore, any such Person required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

K. Withholding and Reporting Requirements

In connection with the One Dot Six Plan and all distributions hereunder, One Dot Six, the Plan Administrator or the Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions hereunder shall be subject to any such withholding and reporting requirements. One Dot Six and the Plan Administrator or the Disbursing Agent, as applicable, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms One Dot Six or the Plan Administrator or the Disbursing Agent, as applicable, believe are reasonable and appropriate, including requiring a holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the One Dot Six Plan: (a) each holder of an Allowed Claim that is to receive a distribution under the One Dot Six Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to the One Dot Six Plan if, after 120 days from the date of transmission of a written request to the holder of an

Allowed Claim, the Plan Administrator or the Disbursing Agent, as applicable, does not receive a valid, completed IRS form from such holder of an Allowed Claim, which is otherwise required for reporting purposes, and such holder shall be treated as if their Claim had been disallowed.

L. Cooperation with Disbursing Agent

One Dot Six, its Professional Persons and the Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims against, and Equity Interests in, One Dot Six and the identity and addresses of holders of Claims and Equity Interests, in each case, as set forth in One Dot Six's books and records. One Dot Six, its Professional Persons and the Plan Administrator shall cooperate in good faith with the Disbursing Agent to comply with any of its reporting and withholding requirements.

ARTICLE VII.

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Objections to Claims

Other than with respect to One Dot Six Fee Claims (to which any party in interest may object), only the Plan Administrator shall be entitled to object to Claims after the Effective Date. Any objections to Claims (other than Administrative Claims), shall be served and filed on or before the later of: (a) one-hundred twenty (120) days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. Any Claims filed after the applicable bar date shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (i) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (ii) by first class mail, postage prepaid, on the signatory on the Proof of Claim as well as all other representatives identified in the Proof of Claim or any attachment thereto; or (iii) if counsel has agreed to or is otherwise deemed to accept service, by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases (so long as such appearance has not been subsequently withdrawn).

B. Amendment to Claims

Except with respect to Administrative Claims, One Dot Six Fee Claims and Claims based on the rejection of executory contracts or unexpired leases in accordance with Article VIII.A hereof, from and after the Effective Date, no Claim may be filed to increase or assert additional Claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on One Dot Six's Schedules) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim.

C. Settlement of Claims and Causes of Action

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Plan Administrator shall have authority to settle or compromise all Claims (to the extent not previously compromised, settled and released under the One Dot Six Plan) without further review or approval of the Bankruptcy Court.

D. Estimation of Claims

The Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to Bankruptcy Code section 502(c) regardless of whether any party in interest has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute the Allowed amount of such Claim for all purposes under the One Dot Six Plan except with respect to Plan Distributions, and with respect to Plan Distributions, the estimated amount shall constitute the maximum allowed amount of such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the One Dot Six Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

E. Disputed Claims Reserve

1. No Plan Distributions Pending Allowance

Except as provided in this Article VII.E, Disputed Claims shall not be entitled to any Plan Distributions unless and until such Claims become Allowed Claims.

2. Disputed Unclassified Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is an Administrative Claim or Priority Tax Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable. In addition, on the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of an Administrative Claim (including that portion of any One Dot Six Fee Claim) incurred or accrued by One Dot Six prior to the Effective Date that is not paid on or prior to the Effective Date, Plan Consideration in the form of Cash in an amount equal to such Administrative Claim (based on

the Plan Proponents' best estimate of the allowable amount of such Claim); *provided* that, to the extent that amounts deposited in the reserve established pursuant to this Article VII.E.2 are insufficient to pay any such Allowed Administrative Claim, the Plan Administrator may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim.

3. Disputed Priority-Non Tax Claims and Disputed Other Secured Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, One Dot Six shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is a Priority Non-Tax Claim or Other Secured Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable.

4. Plan Distributions to Holders of Subsequently Allowed Claims

On each Plan Distribution Date (or such earlier date as determined by One Dot Six or the Disbursing Agent in their sole discretion but subject to this Article VII.E.~~5~~4), the Disbursing Agent will make Plan Distributions from the applicable Disputed Claims Reserve on account of any Disputed Claim that has become an Allowed Claim since the occurrence of the previous Plan Distribution Date. The Disbursing Agent shall distribute from the applicable Disputed Claims Reserve in respect of such newly Allowed Claims the Plan Distributions to which holders of such Claims would have been entitled under the One Dot Six Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, less direct and actual expenses, fees, or other direct costs of maintaining Cash on account of such Disputed Claims.

5. Distribution from Disputed Claims Reserves Upon Disallowance

Except as otherwise provided in the One Dot Six Plan, to the extent any Disputed Claim has become a Disallowed Claim in full or in part (in accordance with the procedures set forth in the One Dot Six Plan), any Cash held in any Disputed Claim Reserve by One Dot Six on account of, or to pay, such Disputed Claim, shall revert to the Distribution Account and be distributed to holders of Allowed Claims or Allowed Equity Interests in accordance with Article V.A.

F. No Recourse

Notwithstanding that the Allowed amount of any particular Disputed Claim is (a) reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or (b) Allowed in an amount for which after application of the payment priorities established by the One Dot Six Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Plan Proponents, the Disbursing Agent, One Dot Six, the Plan Administrator, the

Purchaser or any of their respective professionals, consultants, officers, directors, employees or members or their successors or assigns, or any of their respective property. However, nothing in the One Dot Six Plan shall modify any right of a holder of a Claim under Bankruptcy Code section 502(j), nor shall it modify or limit the ability of claimants (if any), to seek disgorgement to remedy any unequal distribution from parties other than those released under this Article VII.F. For the avoidance of doubt, and notwithstanding anything to the contrary herein, except as expressly provided in the Purchase Agreement, the Purchaser shall not be liable for the payment of any Administrative Claims (including One Dot Six Fee Claims) accrued or incurred prior to the Effective Date under any circumstances, including in the event that the reserve for such Claims established under Article VII.E.2 of the One Dot Six Plan is insufficient to pay such Administrative Claims in full as provided in Article II.B.3 of the One Dot Six Plan. **The estimation of Claims and the establishment of reserves under the One Dot Six Plan may limit the distribution to be made on individual Disputed Claims and other Claims contemplated to be paid from the reserves established under Article VII.E of the One Dot Six Plan, regardless of the amount finally Allowed on account of such Claims.**

ARTICLE VIII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. General Treatment

1. All executory contracts and unexpired leases of One Dot Six shall be deemed to be rejected by One Dot Six as of the Effective Date, except for any executory contract or unexpired lease that: (i) previously has been assumed, assumed and assigned, or rejected pursuant to a Final Order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be assumed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is an executory contract or unexpired lease that pertains to One Dot Six as identified in the Debtors' schedule filed on November 22, 2013 [Docket No. 1038] or is otherwise a Designated Contract; or (iv) is the subject of a separate motion to assume and assign to a Person other than the Purchaser or to reject under Bankruptcy Code section 365 pending on the Effective Date. Listing a contract or lease in the Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute an admission by One Dot Six that One Dot Six has any liability thereunder.

2. To the extent that an executory contract or unexpired lease is a Designated Contract, any such Designated Contract will be assumed by One Dot Six on the Effective Date and assigned by One Dot Six to the Purchaser at the Closing. Each executory contract or unexpired lease assumed pursuant to the One Dot Six Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revest in and be fully enforceable by One Dot Six and the Plan Administrator in accordance with its terms, except as such terms may have been modified by such order.

3. Notwithstanding anything to the contrary in the One Dot Six Plan, but subject to the terms and conditions of the Purchase Agreement, One Dot Six and the Purchaser shall have the right to alter, amend, modify or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time before the Effective Date; *provided*, that to the extent that, as

of the Closing Date, there is any pending dispute between One Dot Six and a counterparty to an executory contract or unexpired lease regarding the Cure Costs payable under such contract or lease, One Dot Six shall reserve the right to remove the applicable contract or lease to the Schedule of Assumed Executory Contracts and Unexpired Leases following the resolution of such dispute, in which event such contract or lease shall be deemed rejected.

4. Entry of the Confirmation Order shall, subject to the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code sections 365(a) and 1123(b), of: (i) the assumptions and rejections of executory contracts and unexpired leases pursuant to Article VIII.A.1 of the One Dot Six Plan; and (ii) the assumption and assignment of the Designated Contracts pursuant to Article VIII.A.2 of the One Dot Six Plan.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

1. All Claims arising from the rejection of executory contracts or unexpired leases, if any, will be treated as One Dot Six General Unsecured Claims. All such Claims shall be discharged on the Effective Date, and shall not be enforceable against One Dot Six, the Plan Administrator, the Purchaser or their respective properties or interests in property (and shall not, for the avoidance of doubt, constitute Assumed Liabilities).

2. **Except as otherwise provided in the Confirmation Order or Sale Order, each Person who is a party to a contract or lease rejected under the One Dot Six Plan must file with the Bankruptcy Court and serve on the Plan Administrator, not later than thirty (30) days after the Effective Date, a Proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim related to such alleged rejection damages.**

C. Compensation and Benefit Programs

All employment and severance policies, and all compensation and benefit plans, policies, and programs of One Dot Six applicable to its employees, retirees and nonemployee directors including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the One Dot Six Plan and on the Effective Date will be rejected unless any of the foregoing is an Acquired Asset or is otherwise listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, in which case the same shall be assumed and assigned to the Purchaser pursuant to the Purchase Agreement and in accordance with Bankruptcy Code sections 365 and 1123.

D. Post-Petition Contracts and Leases

To the extent set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, all contracts, agreements and leases that were entered into or assumed by One Dot Six after the Petition Date (other than the Purchase Agreement) shall be deemed assumed by One Dot Six on the Effective Date, and, with respect to any such contracts, agreements or leases that are Designated Contracts, assigned to the Purchaser at Closing, without a need for any consent or approval of, or notice to, the counterparty to any such contract, agreement or lease.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE ONE DOT SIX PLAN

A. Conditions Precedent to Occurrence of Effective Date

It shall be a condition to the Effective Date of the One Dot Six Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the One Dot Six Plan and all Plan Documents, including any amendments, modifications or supplements thereto, shall be acceptable to the Plan Proponents;

2. all conditions precedent to the obligations of the Purchaser as set forth in the Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof;

3. all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the One Dot Six Plan and the Purchase Agreement shall have been obtained or shall have occurred unless failure to do so will not have a Material Adverse Effect on One Dot Six or the Purchaser, including but not limited to, (i) issuance of the FCC Consent by Final FCC Order~~,~~ and (ii~~) FCC action by Final FCC Order extending or waiving the Substantial Service Deadline without conditions that would be expected to have a Material Adverse Effect or finding that One Dot Six and/or OP LLC have satisfied the Substantial Service Deadline, and (iii~~) FCC action by Final FCC Order renewing or extending for the full ten (10) year term the Spectrum Lease Arrangement ~~and FCC License~~ without conditions that would be expected to have a Material Adverse Effect;

4. the Closing Date (as defined in the Purchase Agreement) of the One Dot Six Sale shall have occurred, including the funding of all One Dot Six Sale Proceeds required under the Purchase Agreement;

5. the Confirmation Order and the Sale Order shall have been entered and become Final Orders in form and substance satisfactory to the Plan Proponents and the Purchaser. The Confirmation Order shall provide that, among other things, the Plan Administrator is appointed, and the Plan Administrator and One Dot Six are authorized and directed to take all actions necessary or appropriate to consummate the One Dot Six Plan, including entering into, implementing and consummating the contracts, instruments, releases, leases or other agreements or documents created in connection with or described in the One Dot Six Plan;

6. all documents and agreements necessary to implement the One Dot Six Plan shall have (a) satisfied or waived all conditions precedent to such documents and agreements pursuant to the terms of such documents or agreements, (b) been tendered for delivery and (c) been effected or executed;

7. all actions, documents, certificates and agreements necessary to implement the One Dot Six Plan shall have been effected or executed and delivered to the required parties and,

to the extent required, filed with the applicable governmental units in accordance with applicable laws; and

8. all statutory fees and obligations then due and payable to the Office of the United States Trustee shall have been paid and satisfied in full.

B. Waiver of Conditions

The conditions precedent to confirmation of the One Dot Six Plan and occurrence of the Effective Date set forth in this Article IX.B may be waived by the Plan Proponents and the Purchaser, without notice, leave or order of the Bankruptcy Court or any formal action other than by proceeding to confirm or consummate the One Dot Six Plan; *provided*, *however*, that the conditions to the occurrence of the Effective Date and the Purchase Agreement may only be waived in accordance with the terms of the Purchase Agreement.

C. Effect of Non-Occurrence of the Effective Date

If all of the conditions precedent to the occurrence of the Effective Date have not been satisfied or duly waived (as provided in Article IX.B of the One Dot Six Plan) on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or by such later date as set forth by the Plan Proponents in a notice filed with the Bankruptcy Court prior to the expiration of such period, then the Plan Proponents may file a motion to vacate the Confirmation Order before all of the conditions have been satisfied or duly waived. It is further provided that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions precedent to the Effective Date set forth in Article IX.A of the One Dot Six Plan are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Article IX.C, the One Dot Six Plan shall be null and void in all respects, the Confirmation Order shall be of no further force or effect, no distributions under the One Dot Six Plan shall be made, One Dot Six and all holders of Claims against, and Equity Interests in, One Dot Six shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and upon such occurrence, nothing contained in the One Dot Six Plan shall: (a) constitute a waiver or release of any Claims against, or Equity Interests in, One Dot Six; (b) prejudice in any manner the rights of the holder of any Claim against or Equity Interest in One Dot Six; or (c) constitute an admission, acknowledgment, offer or undertaking by One Dot Six or any other Person with respect to any matter set forth in the One Dot Six Plan.

ARTICLE X.

RELEASE, INJUNCTION AND RELATED PROVISIONS

A. Releases

1. **Releases by One Dot Six**

For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall

be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, including, for the avoidance of doubt, any claims asserted under the *Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority to Commence, Prosecute and/or Settle Certain Claims of the Debtors' Estates* [Docket No. 323], whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the One Dot Six Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity; *provided, however*, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

2. Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for herein shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or any state, city or municipal tax code, or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in Article X.A.1 shall not release (x) One Dot Six's claims, right or Causes of Action for money borrowed from or owed to any of its subsidiaries by any of its directors, officers or former employees, as set forth in One Dot Six's or any such subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against One Dot Six or any of its officers, directors or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

3. Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases One Dot Six from any environmental liability that One Dot Six may have as an owner or operator of real property owned or operated by One Dot Six on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than One Dot Six; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

B. Exculpation and Limitation of Liability

None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of

their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the Purchase Agreement, the General Disclosure Statement or the One Dot Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan; *provided, however*, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

C. Injunction

1. **Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against One Dot Six or the One Dot Six Estate or Equity Interests in One Dot Six are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting One Dot Six, the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the One Dot Six Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the One Dot Six Plan; *provided*, *however*, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the One Dot Six Plan; and *provided*, *further*, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Purchase Agreement.**

2. **The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the One Dot Six Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released herein. Such injunction shall extend to successors of One Dot Six and its properties and interests in property.**

ARTICLE XI.

BINDING NATURE OF THE ONE DOT SIX PLAN

THE ONE DOT SIX PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, ONE DOT SIX, NOTWITHSTANDING WHETHER ANY SUCH HOLDERS DID NOT VOTE TO ACCEPT OR REJECT THE ONE DOT SIX PLAN, VOTED TO REJECT THE ONE DOT SIX PLAN OR WERE DEEMED TO REJECT THE ONE DOT SIX PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Pursuant to Bankruptcy Code sections 105(c) and 1142 and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case of One Dot Six and the One Dot Six Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) Determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the One Dot Six Plan, may be instituted by the Plan Administrator after the Effective Date;

(b) Hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, to hear and determine any objections to the classification of any Claim and to allow, disallow or estimate any Disputed Claim in whole or in part;

(c) Ensure that distributions to holders of Allowed Claims, as and to the extent applicable, are accomplished as provided herein;

(d) Consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Claim;

(e) Consider matters regarding the assignment of the Spectrum Lease Agreement in accordance with Article V.N hereof;

(f) Enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) Issue such orders in aid of execution of the One Dot Six Plan to the extent authorized or contemplated by Bankruptcy Code section 1142;

(h) Consider any modifications of the One Dot Six Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(i) Hear and determine all fee applications;

(j) Resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the One Dot Six Sale or its interpretation, implementation, enforcement or consummation (subject to the terms thereof);

(l) Recover all Assets of One Dot Six and property of the One Dot Six Estate, wherever located (other than any Acquired Assets, after the occurrence of the Closing of the One Dot Six Sale);

(m) Hear and determine all controversies, suits and disputes that may relate to, impact upon or arise in connection with the One Dot Six Plan, the Plan Documents, the Purchase Agreement or their interpretation, implementation, enforcement or consummation;

(n) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the Confirmation Order (and all exhibits to the One Dot Six Plan) or its interpretation, implementation, enforcement or consummation;

(o) Consider and act on the compromise and settlement of any Claim by, on behalf of, or against One Dot Six or the One Dot Six Estate to the extent that Bankruptcy Court approval is required and to the extent not released pursuant to the One Dot Six Plan;

(p) Hear and determine such other matters that may be set forth in the One Dot Six Plan, the Confirmation Order or the Sale Order, or that may arise in connection with the One Dot Six Plan, the Confirmation Order or the Sale Order;

(q) Hear and determine matters concerning state, local and federal taxes, fines, penalties or additions to taxes for which One Dot Six may be liable, directly or indirectly;

(r) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of One Dot Six or any Person under the One Dot Six Plan;

(s) Hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of One Dot Six (including Avoidance Actions) commenced by One Dot Six, the Plan Administrator, or any third parties, as applicable, before or after the Effective Date, except to the extent such Causes of Action are compromised, settled and released under the One Dot Six Plan or constitute Acquired Assets under the Purchase Agreement;

(t) Hear and determine all controversies, suits, or disputes that may arise in relation to the rights and obligations of the Plan Administrator or the Disbursing Agent;

(u) Enter an order or final decree closing the Chapter 11 Case of One Dot Six;

(v) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the One Dot Six Plan or the Confirmation Order; and

(w) Hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Substantial Consummation

On the Effective Date, the One Dot Six Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127(b).

B. Satisfaction of Claims

The rights afforded in the One Dot Six Plan and the treatment of all Claims against, and Equity Interests in, One Dot Six herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever against One Dot Six and its Estate, Assets, properties and interests in property. Except as otherwise provided herein, on the Effective Date, all Claims and Equity Interests shall be satisfied and released in full. The Purchaser shall not be responsible for any pre-Effective Date obligations of One Dot Six, except those expressly assumed by the Purchaser (if any), or as otherwise provided in the One Dot Six Plan. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Purchaser, or its successors or assigns, Assets, properties, or interests in property, any event, occurrence, condition, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or

nature that occurred or came into existence prior to the Effective Date in connection with One Dot Six, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

C. Special Provisions Regarding Insured Claims

The Plan Distributions to each holder of an Allowed Insured Claim against One Dot Six shall be made in accordance with the treatment provided under the One Dot Six Plan for the Class in which such Allowed Insured Claim is classified; except, that there shall be deducted from any Plan Distribution on account of an Insured Claim, for purposes of calculating the Allowed amount of such Claim, the amount of any insurance proceeds actually received by such holder in respect of such Allowed Insured Claim. Nothing in this Article XIII.C shall (i) constitute a waiver of any Claim, right, or Cause of Action that One Dot Six or the One Dot Six Estate may hold against any Person, including any insurer, or (ii) provide for the allowance of any Insured Claim. Pursuant to Bankruptcy Code section 524(e), nothing in the One Dot Six Plan shall release or discharge any insurer from any obligations to any Person under applicable law or any policy of insurance under which One Dot Six is an insured or a beneficiary.

D. Third Party Agreements; Subordination

Except as otherwise provided in the One Dot Six Plan, the Plan Distributions to the various Classes of Claims hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All such rights and any agreements relating thereto shall remain in full force and effect. The right of One Dot Six or the Plan Administrator to seek subordination of any Claim against One Dot Six pursuant to Bankruptcy Code section 510 is fully reserved, and the treatment afforded any Claim that becomes a subordinated Claim at any time shall be modified to reflect such subordination.

Subject to the provisions of the One Dot Six Plan, distributions and treatments provided to holders of Inc. Facility – One Dot Six Guaranty Claims and Inc. Facility – One Dot Six Subordinated Guaranty Claims shall take into account and/or conform to the relative priority and rights of such Claims under any applicable subordination and turnover provisions under applicable law in any applicable contracts, including, without limitation, the Inc. Facility Lender Subordination Agreement. For the avoidance of doubt, the Inc. Facility Lender Subordination Agreement shall be enforceable as a subordination agreement under Bankruptcy Code section 510(a).

E. Status Reports

Following entry of the Confirmation Order, the Plan Administrator shall file post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Local Bankruptcy Rules for the Southern District of New York and shall meet all Post-Confirmation Operating Report requirements of the U.S. Trustee's Operating Guidelines and Reporting Requirements (unless the Bankruptcy Court orders otherwise).

F. Notices

In order to be effective, all notices, requests, and demands to or upon One Dot Six, the Plan Administrator or the Plan Proponents shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to One Dot Six:	One Dot Six Attention: Marc Montagner 450 Park Avenue, Suite 2201 New York, New York 10022 Telephone: (877) 678-2920 Email: Marc.Montagner@lightsquared.com
with copy to:	Milbank, Tweed, Hadley & McCloy LLP Attention: Matthew S. Barr One Chase Manhattan Plaza New York, New York 10005-1413 Telephone: (212) 530-5000 Facsimile: (212) 822-5194 E-mail: mbarr@milbank.com
If to the Plan Administrator:	Pirinate Consulting Group LLC 5 Canoe Brook Drive Livingston, New Jersey 07039 Telephone: (973) 533-9027 Facsimile: (973) 535-1843 E-mail: GeneDavis@pirinateconsulting.com
If to the Plan Proponents:	Akin Gump Strauss Hauer & Feld LLP Attention: Michael S. Stamer ~~and~~, Philip C. Dublin and Meredith A. Lahaie One Bryant Park New York, New York 10036 Telephone: (212) 872-1000 Facsimile: (212) 872-1002 Email: mstamer@akingump.com ~~and~~, pdublin@akingump.com and mlahaie@akingump.com
If to the Special Committee:	Kirkland & Ellis LLP Attention: Paul M. Basta and Joshua A. Sussberg 601 Lexington Avenue New York, NY 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900

Email: paul.basta@kirkland.com and
joshua.sussberg@kirkland.com

G. Headings

The headings used in the One Dot Six Plan are inserted for convenience only, and neither constitute a portion of the One Dot Six Plan nor in any manner affect the construction of the provisions of the Plan.

H. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document or exhibit or schedule to the One Dot Six Plan provides otherwise, the rights, duties, and obligations arising under the One Dot Six Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without giving effect to the principles of conflict of laws thereof.

I. Bankruptcy Code Section 1125(e)

The Plan Proponents have and, upon confirmation of the One Dot Six Plan shall be deemed to have, solicited acceptances of the One Dot Six Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and therefore are not and will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the One Dot Six Plan.

J. Bankruptcy Code Section 1145

To the extent any securities are issued pursuant to the One Dot Six Plan, except with respect to any person that is an underwriter as defined in Bankruptcy Code section 1145(b), no registration statement under section 5 of the United States Securities Act of 1933, as amended (or any state or local law requiring registration for offer or sale of a security) shall be required for the offer or sale of any such securities under the One Dot Six Plan.

K. Inconsistency

In the event of any inconsistency among the One Dot Six Plan, the One Dot Six Specific Disclosure Statement, the Plan Documents, any exhibit to the One Dot Six Plan or any other instrument or document created or executed pursuant to the One Dot Six Plan, the provisions of the One Dot Six Plan shall govern; *provided*, that, notwithstanding the foregoing, in the event of any inconsistency among the Purchase Agreement and any other document (including the One Dot Six Plan), the Purchase Agreement shall govern.

L. Avoidance and Recovery Actions

Effective as of the Effective Date, One Dot Six retains the right to prosecute any avoidance or recovery actions under Bankruptcy Code sections 544, 547, 548, 549 and 550, except for any such actions that are Acquired Assets.

M. Expedited Determination

One Dot Six is hereby authorized to file a request for an expedited determination under Bankruptcy Code section 505(b) for all tax returns filed with respect to One Dot Six.

N. Exemption from Transfer Taxes

To the fullest extent permitted by applicable law, all sale transactions consummated by One Dot Six and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the One Dot Six Plan, the sale by One Dot Six of any owned property pursuant to Bankruptcy Code section 1123(b)(4), and any assumption, assignment, and/or sale by One Dot Six of its interests in unexpired leases of non-residential real property or executory contracts pursuant to Bankruptcy Code section 365(a), shall constitute a "transfer under a plan" within the purview of Bankruptcy Code section 1146, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

O. Notice of Entry of Confirmation Order and Relevant Dates

Promptly upon entry of the Confirmation Order, One Dot Six shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Confirmation Order and all relevant deadlines and dates under the One Dot Six Plan, including, but not limited to, the deadline for filing notice of Administrative Claims, and the deadline for filing rejection damage Claims.

P. Termination of Professionals

On the Effective Date, the engagement of each Professional Person retained by One Dot Six, if any, shall be terminated without further order of the Bankruptcy Court or act of the parties; *provided*, *however*, such Professional Persons shall be entitled to prosecute any One Dot Six Fee Claims and represent One Dot Six with respect to applications for payment of such One Dot Six Fee Claims and One Dot Six shall be responsible for the fees, costs and expenses associated with the prosecution of such One Dot Six Fee Claims. Nothing herein shall preclude the Plan Administrator from engaging a Professional Person on and after the Effective Date in the same capacity as such Professional Person was engaged prior to the Effective Date.

Q. Interest and Attorneys Fees

Interest accrued after the applicable Petition Date will accrue and be paid on Claims only to the extent specifically provided for in the One Dot Six Plan, the Plan Documents, the Confirmation Order, or as otherwise required by the Bankruptcy Court or by applicable law. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim, except as set forth in the One Dot Six Plan or as ordered by the Bankruptcy Court.

R. Amendments

1. One Dot Six Plan Modifications

The One Dot Six Plan may be amended, modified, or supplemented by the Plan Proponents, in the manner provided for by Bankruptcy Code section 1127 or as otherwise permitted by law, without additional disclosure pursuant to Bankruptcy Code section 1125, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims against One Dot Six pursuant to the One Dot Six Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in the One Dot Six Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the One Dot Six Plan, and any holder of a Claim that has accepted the One Dot Six Plan shall be deemed to have accepted the One Dot Six Plan as amended, modified, or supplemented.

2. Other Amendments

Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the One Dot Six Plan without further order or approval of the Bankruptcy Court; *provided*, *however*, that, such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims under the One Dot Six Plan.

S. Revocation or Withdrawal of the One Dot Six Plan

The Plan Proponents reserve the right to revoke or withdraw the One Dot Six Plan prior to the Effective Date. If the Plan Proponents revoke or withdraw the One Dot Six Plan prior to the Effective Date, or if confirmation or consummation does not occur, then: (a) the One Dot Six Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the One Dot Six Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption, assumption or assignment, or rejection of executory contracts or leases affected by the One Dot Six Plan, and any document or agreement executed pursuant to the One Dot Six Plan shall be deemed null and void; and (c) nothing contained in the One Dot Six Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, One Dot Six or any other Person, (ii) prejudice in any manner the rights of One Dot Six or any other Person or (iii) constitute an admission of any sort by One Dot Six or any other Person.

T. No Successor Liability

Except as otherwise expressly provided in the One Dot Six Plan or the Purchase Agreement, the Purchaser does not, pursuant to the One Dot Six Plan or otherwise, assume, agree to perform, pay or indemnify or otherwise have any responsibilities for any liabilities or obligations of One Dot Six or any other party relating to or arising out of the operations of or Assets of One Dot Six, whether arising prior to, on, or after the Effective Date. The Purchaser is not, and shall not be, a successor to One Dot Six by reason of any theory of law or equity, and it shall not have any successor or transferee liability of any kind or character, except that the

Purchaser shall assume the Assumed Liabilities under the terms and subject to the conditions set forth in the Purchase Agreement.

U. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the One Dot Six Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

V. Compliance with Tax Requirements

In connection with the One Dot Six Plan, the Disbursing Agent shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Plan Distribution. The Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax obligations.

W. Rates

The One Dot Six Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date. Where a Claim has been denominated in foreign currency on a Proof of Claim, the allowed amount of such Claim shall be calculated in legal tender of the United States based upon the conversion rate in place as of the Petition Date and in accordance with Bankruptcy Code section 502(b).

X. Binding Effect

Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this One Dot Six Plan shall be binding upon One Dot Six and the holders of all Claims against, and Equity Interests in, One Dot Six, and shall inure to the benefit of and be binding on each such holder's respective successors and assigns, whether or not the Claim or Equity Interest of any holder is impaired under the One Dot Six Plan and whether or not such holder has accepted the One Dot Six Plan.

Y. Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in the One Dot Six Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

Z. Time

In computing any period of time prescribed or allowed by the One Dot Six Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

AA. Severability

If, prior to the entry of the Confirmation Order, any term or provision of the One Dot Six Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Proponents, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the One Dot Six Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the One Dot Six Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

BB. Reservation of Rights

Except as expressly set forth herein, the One Dot Six Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the One Dot Six Plan, any statement or provision contained herein, or the taking of any action by the Plan Proponents or the Purchaser with respect to the One Dot Six Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Plan Proponents or the Purchaser with respect to any Claims or Equity Interests prior to the Effective Date.

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Dated: August 19, 2014

Respectfully submitted,

U.S. BANK NATIONAL ASSOCIATION
as Inc. Facility Agent

By: */s/ James A. Hanley*
Name: James A. Hanley
Title: Vice President

MAST CAPITAL MANAGEMENT, LLC
on behalf of itself and its managed funds and accounts

By: */s/ Adam Kleinman*
Name: Adam Kleinman
Title: Authorized Signatory

Summary report: **Litéra® Change-Pro TDC 7.5.0.112 Document comparison done on 8/19/2014 3:41:03 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS:iw://EASTDMS/EAST/105098390/13	
Modified DMS: iw://EASTDMS/EAST/107634970/2	
Changes:	
Add	127
~~Delete~~	102
~~Move From~~	1
Move To	1
Table Insert	2
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	233

EXHIBIT 3

Purchase Agreement

Akin Gump Draft of
August 19, 2014

PURCHASE AGREEMENT

by and between

ONE DOT SIX CORP.

and

MAST SPECTRUM ACQUISITION COMPANY LLC

dated as of [●], 2014

TABLE OF CONTENTS

EXHIBITS

[1] Draft to be provided at a later date.

[2] Draft to be provided at a later date.

[3] Draft to be provided at a later date.

[4] Draft to be provided at a later date.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

PURCHASE AGREEMENT

This Purchase Agreement, dated as of **[●]**, 2014, is made and entered into by and among One Dot Six Corp., a Delaware corporation ("Seller"), and MAST Spectrum Acquisition Company LLC, a Delaware limited liability company ("Purchaser").

RECITALS

WHEREAS, pursuant to the Spectrum Lease Arrangement, Seller holds certain rights to operate a wireless network using spectrum in the 1670-1675 MHz band (the "Business");

WHEREAS, on May 14, 2012, LightSquared Inc., a Delaware corporation, and certain of its affiliates, including Seller, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which cases are being jointly administered under Case No. 12-12080 (such cases, including the cases of the Seller and its non-Seller affiliates, the "Bankruptcy Cases");

WHEREAS, on August 30, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the *Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code*. On October 7, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the *Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code*. On January 21, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the *First Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code* and on August 19, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the *Second Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code* (collectively, as amended, modified and/or supplemented, the "Plan").

WHEREAS, Purchaser desires to purchase and acquire from Seller certain assets and rights used in the operation of the Business, and Seller desires to sell, convey, assign and transfer such assets and rights to Purchaser, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(4), 1129 and 1142(b) of the Bankruptcy Code; and

WHEREAS, Seller desires to assign to Purchaser, and Purchaser desires to assume from Seller, certain liabilities, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(2), 1129 and 1142(b) of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

ARTICLE I.

DEFINITIONS

The terms defined or referenced in Section 9.15, whenever used herein, shall have the respective meanings set forth therein for all purposes of this Agreement.

ARTICLE II.

PURCHASE AND SALE OF ASSETS

Section 2.1 Sale and Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall unconditionally Transfer to Purchaser and/or one or more of Purchaser's Affiliates or Subsidiaries, as designated by Purchaser, and Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, shall purchase, acquire, assume and accept from Seller, free and clear of all Seller Liabilities, and Interests (except for Liens in favor of Purchaser and any Permitted Liens and Assumed Liabilities), all of Seller's right, title and interest in and to all of its Assets, other than the Retained Assets (collectively, the "Acquired Assets"), including (except as listed in Section 2.2):

(a) all Intellectual Property of Seller, including the items listed on Section 4.7(a) and Section 4.7(b) of the Disclosure Letter;

(b) all Contracts, including the Spectrum Lease Agreement, set forth on Section 2.1(b) of the Disclosure Letter (which Purchaser has the right to revise in its discretion in accordance with Section 6.10 hereof (collectively, the "Designated Contracts"));

(c) all Real Property and personal property used or held for use in the Business, including the Leased Real Property (to the extent the applicable lease is a Designated Contract), all easements and rights of way and all buildings, fixtures and improvements erected on the Real Property;

(d) all books, files, data, customer and supplier lists, cost and pricing information, business plans, quality control records and manuals, blueprints, research and development files to the extent the Transfer of such items is permitted under Applicable Law and related books and records for the Acquired Assets;

(e) all computer systems, computer hardware and Software used or held for use in the Business;

(f) all inventory, supplies, finished goods, works in process, goods-in-transit, packaging materials and other consumables used or held for use in the Business;

(g) all transferable Permits of Seller and rights conferred upon that Seller thereby, including all Permits issued by the FCC listed on Section 2.1(g) of the Disclosure Letter;

(h) subject to the FCC Consent, Seller's right, title and interest to use the Spectrum as provided in the Spectrum Lease Agreement;

(i) all machinery, vehicles, tools, equipment, furnishings, office equipment, fixtures, furniture, spare parts and other fixed Assets which are owned by Seller (and Seller's right, title and interest in any leases relating to the same to the extent the applicable lease is a Designated Contract), including all of Seller's right, title and interest in or to all ground infrastructure, towers, transmission lines, antennas, microwave facilities, transmitters and related equipment (all of the foregoing, collectively, "Equipment");

(j) all advertising or promotional materials of Seller;

(k) all manufacturer's warranties to the extent related to the Acquired Assets and all claims under such warranties;

(l) to the extent Transferable under Applicable Law, all rights to the telephone numbers (and related directory listings), Internet domain names, Internet sites and other electronic addresses used by, assigned or allocated to Seller;

(m) all prepaid expenses (excluding prepaid Taxes) of Seller relating to any portion of the Acquired Assets;

(n) all Investments and any and all Cash and Cash Equivalents of Seller;

(o) all Cash and Cash Equivalents held in any security deposits, earnest deposits, customer deposits and other deposits and all other forms of security, in each case, deposited by a Third Party with Seller for the performance of a contract or agreement which otherwise constitutes a portion of the Acquired Assets;

(p) all rights of every nature and description under or arising out of insurance policies to the extent unexpired as of the Closing Date other than (i) policies relating to the liability of Seller's directors and officers and (ii) policies to the extent they relate to any Retained Assets;

(q) all Accounts Receivable and Intercompany Receivables, whether or not reflected on the books of Seller, as of the Closing Date;

(r) customer relationships, goodwill and all other intangible assets relating to, symbolized by or associated with the Business;

(s) all other rights of Seller in the Assets owned by Seller necessary to or utilized in the operation of the Business as it is presently conducted or contemplated to be conducted, other than the Retained Assets;

(t) all rights, privileges, claims, demands, choses in action, prepayments, deposits, refunds, indemnification rights, warranty claims, offsets and other claims of Seller against Third Parties ("Actions") relating to the Acquired Assets set forth in clauses (a) through (t) of this Section 2.1, including all Avoidance Actions; and

(u) all Actions of Seller against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

Section 2.2 Retained Assets. Notwithstanding anything in this Agreement to the contrary, the Acquired Assets shall not include the Assets which are to be retained by Seller and not Transferred to Purchaser (collectively, the "Retained Assets"), which shall be limited to the following:

(a) all rights of Seller in and to all Contracts other than the Designated Contracts;

(b) all losses, loss carryforwards and rights to receive refunds, and credits with respect to any and all Taxes of Seller (and/or of any of its Affiliates);

(c) all Tax Returns of Seller;

(d) all books and records that Seller is required by Applicable Law to retain to the extent they relate exclusively to the Retained Assets or the Non-Assumed Liabilities;

(e) customer relationships, goodwill and other intangible assets relating to, symbolized by or associated exclusively with the Retained Assets;

(f) any directors and officers liability insurance policies of Seller and any claims thereunder and the rights of Seller thereunder and any proceeds thereof;

(g) all documents and other materials covered by attorney-client privilege or another similar privilege;

(h) all equity interests in Seller, and all equity interests held by Seller in any Subsidiary or any other Person, including all shares of capital stock (whether or not held in treasury), membership interests, or partnership interests;

(i) all rights and claims of Seller with respect to those Assets listed in Section 2.2(i) of the Disclosure Letter which shall include claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller's satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims;

(j) all right and claims of Seller arising under this Agreement and the Ancillary Agreements; and

(k) the Avoidance Actions and all other Actions exclusively related to the Retained Assets set forth in clauses (a) through (j) of this Section 2.2.

Section 2.3 Assumption of Liabilities.

(a) On the Closing Date, Purchaser shall (or shall cause its designated Subsidiaries and/or Affiliates to) assume, and become solely and exclusively liable for, the following liabilities of Seller and no others (collectively, the "Assumed Liabilities"): (i) all liabilities and

obligations of Seller under the Designated Contracts[5] to the extent arising exclusively from and after the Closing Date, (ii) any and all Cure Costs, (iii) any other liabilities and obligations that are specifically designated by Purchaser in writing on or prior to the Closing Date, and (iv) all liabilities relating to, or arising in respect of the Acquired Assets accruing, arising out of or relating to the operation of the Business or the Acquired Assets exclusively from and after the Closing Date.

(b) Nothing contained in this Agreement shall require Purchaser or any of its Affiliates to pay, perform or discharge any Assumed Liability so long as it shall in good faith contest or cause to be contested the amount or validity thereof.

(c) Nothing contained in this Section 2.3 or in any Instrument of Assumption or similar instrument, agreement or document executed by Purchaser at the Closing shall release or relieve Purchaser or Seller from its representations, warranties, covenants and agreements contained in this Agreement or any Ancillary Agreement or any certificate, schedule, instrument, agreement or document executed pursuant hereto or in connection herewith.

Section 2.4 Non-Assumed Liabilities. Notwithstanding anything in this Agreement to the contrary, and except as required by Applicable Law, Purchaser shall not assume, and shall be deemed not to have assumed, any Seller Liabilities or any obligations or liabilities of any of its Subsidiaries or Affiliates or the Business, other than the Assumed Liabilities specified in Section 2.3(a) (collectively, the "Non-Assumed Liabilities"). For purposes of clarity, each of (a) any liabilities or obligations of Seller with respect to Taxes with respect to Seller, the Business, or the Acquired Assets (except as provided in Section 6.9), and (b) other claims (including Taxes) against or relating to any of the Acquired Assets, Assumed Liabilities and/or the Business arising on or prior to the Closing Date, shall be Non-Assumed Liabilities.

Section 2.5 The Purchase Price.

(a) Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Acquired Assets pursuant to the terms hereof, Purchaser shall (i) assume from Seller and become obligated to pay, perform and discharge, when due, the Assumed Liabilities; (ii) pay to Seller an amount in cash equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve and (iii) pay to Seller an amount equal to the DIP Claims on the date of execution of this Agreement plus $1.00 of the Inc. Facility-One Dot Six Guaranty Claims (the "Credit Bid Purchase Price") which Purchaser shall pay and deliver at the Closing in accordance with Section 2.5(b) ((i), (ii) and (iii), collectively, the "Purchase Price").

[5] NTD: A schedule of Cure Costs for all Designated Contracts should be provided for Purchaser review.

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(b) Payment of Purchase Price. The Purchase Price shall be payable, as determined by Purchaser as:

(i) cash (the "Cash Consideration") in an amount equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve; provided that, contemporaneous with the Closing, all Cash and Cash Equivalents on the balance sheet of the Seller shall be used to satisfy or pay down to the extent of such Cash and Cash Equivalents, Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims and Wind Down Reserve and any other part of the Cash Consideration.

(ii) the assumption by Purchaser or its Designee of the Assumed Liabilities from Seller, including the assumption of the obligation to pay to the applicable counterparties of the applicable Designated Contracts the Cure Costs payable by Purchaser under Section 6.11; and

(iii) the Credit Bid Purchase Price through a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement of all or a portion (as determined by Purchaser) of the DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims under Section 363(k) and 1129(b) of the Bankruptcy Code.

(c) Allocation of Purchase Price. Within sixty (60) days of the Closing Date, Purchaser shall prepare and deliver, or have prepared and delivered, to Seller a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder and upon reasonable consultation with Seller, and with Seller's consent, which consent shall not be unreasonably withheld or delayed (such statement, the "Allocation Statement"). The parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 and all other Tax Returns, and shall not voluntarily take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Seller or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Seller or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this section. Except as otherwise required by Applicable Law or pursuant to a "determination" under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article II of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 2.5(c); and (ii) neither party (nor any of its Affiliates) will take any position inconsistent with this Section 2.5(c) in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Acquired

Assets or the allocation of the value of the Acquired Assets in any plan of reorganization or liquidation that may be proposed.

Section 2.6 Sale Free and Clear. Seller acknowledges and agrees and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Seller Liabilities and Interests (other than those Liens in favor of Purchaser created under this Agreement and/or any Ancillary Agreement, the Permitted Liens, if any, and Assumed Liabilities) of, against or created by Seller or its bankruptcy estate, to the fullest extent permitted by Section 1123 of the Bankruptcy Code and other Applicable Law, shall be fully released from and with respect to the Acquired Assets and thereupon shall attach to the Purchase Price with the same force, effect, validity, enforceability, and priority as such Seller Liabilities and Interests had attached to the Acquired Assets as of the Closing Date. On the Closing Date in accordance with Section 3.1(b) of this Agreement, the Acquired Assets shall be Transferred to Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, to the fullest extent permitted by Section 1123 of the Bankruptcy Code, free and clear of all Seller Liabilities and Interests, any rights of first refusal or offer, other than the Permitted Liens, if any, and the Assumed Liabilities.

Section 2.7 Assignment to Affiliates of Purchaser. Prior to the Closing, Purchaser shall have the right to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Affiliates or Subsidiaries of Purchaser (each, a "Designee") by providing written notice to Seller and each such Designee shall be deemed to be a Purchaser for all purposes hereunder and under the Ancillary Agreements, except that no such assignment shall relieve Purchaser of any of its obligations hereunder or delay consummation of the Closing.

ARTICLE III.

CLOSING

Section 3.1 Closing.

(a) Upon the terms and subject to the conditions of this Agreement, the Closing shall take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, at 10:00 a.m., New York time as specified below, unless another date, time and/or place is agreed in writing by each of the parties hereto.

(b) The Closing shall occur on or before the date (the "Closing Date") that is not later than the fifth Business Day following the satisfaction and/or waiver of all conditions to the Closing as set forth in Article VII (other than conditions which by their nature can be satisfied only at the Closing).

(c) Seller will retain *de facto* and *de jure* ownership, direction and control (within the meaning of the Communications Laws), of the Acquired Assets, including, for the avoidance of doubt of the rights to use the Spectrum leased to Seller pursuant to the Spectrum Lease Arrangement, until the Closing has occurred.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Section 3.2 Deliveries by Seller.

(a) At the Closing, Seller shall deliver or cause to be delivered to Purchaser (unless previously delivered) each of the following:

(i) the officers' certificate referred to in Section 7.1(j);

(ii) a duly executed release (the "Release") substantially in the form attached as Exhibit D hereto[6];

(iii) a duly executed Transition Services Agreement[7];

(iv) a certified copy of the Confirmation Order;

(v) a copy of the FCC Consent;

(vi) the duly executed Bill of Sale and duly executed counterparts of each Conveyance Document;

(vii) a duly executed Instrument of Assumption;

(viii) a certification of non-foreign status for Seller in a form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder;

(ix) certified copies of the resolutions of the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(x) originals (or, to the extent originals are not available, copies) of all Designated Contracts (together with all amendments, supplements or modifications thereto);

(xi) all books and records included in the Acquired Assets;

[6] NTD: Such Release shall provide that the Purchaser and its Affiliates and Subsidiaries (collectively, the "Released Parties") are deemed released and discharged by Seller from any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of Seller, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereinafter arising, in law, equity or otherwise, that Seller would have been legally entitled to assert in its own right or on behalf of another entity, based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Closing Date, other than (i) arising under this Agreement or (ii) relating to any act or omission of a Released Party that constitutes gross negligence, fraud or willful misconduct, as determined by a Final Order.

[7] NTD: Transition Services Agreement coverage is TBD and will address Seller contracts, assets and employees that overlap with those of the LP entities.

(xii) executed copies of the consents and approvals referred to in Section 7.1(b);

(xiii) written documentation of the FCC extension or renewal of the Spectrum Lease Agreement for an additional ten year term;

(xiv) all other documents required to be delivered by Seller to Purchaser at or prior to the Closing in connection with the Transactions; and

(xv) such other instruments, in form and substance, reasonably satisfactory to the Purchaser, as are necessary to vest in the Purchaser good and marketable title in and to the Acquired Assets in accordance with the provisions hereof.

(b) Subject to the provisions of Section 6.12 hereof, nothing contained in this Section 3.2 is intended to nor shall be deemed to require the assignment or novation of, at the Closing, any Nonassignable Designated Contract.

Section 3.3 Deliveries by Purchaser.

(a) At the Closing, Purchaser shall deliver or cause one or more of its Affiliates or Designees to deliver to Seller (unless previously delivered) each of the following:

(i) the Cash Consideration, as provided in Section 2.5(b)(i);

(ii) a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement, as provided in Section 2.5(b)(iii);

(iii) a duly executed Transition Services Agreement;

(iv) certified copies of the resolutions of the governing body of Purchaser authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(v) a duly executed Instrument of Assumption; and

(vi) all other documents required to be delivered by Purchaser to Seller at or prior to the Closing in connection with the Transactions.

Section 3.4 Nonassignable Assets. To the extent that any Asset otherwise to be acquired by Purchaser upon the Closing pursuant to Section 2.1 hereof is determined by the Bankruptcy Court to be non-assignable pursuant to section 365(c) of the Bankruptcy Code or is otherwise determined to be non-assignable pursuant to Applicable Law by a court of competent jurisdiction (each, a "Nonassignable Asset"), such Nonassignable Asset shall be held, as of and from the Closing Date, for the benefit and burden of Purchaser and the covenants and obligations thereunder shall be fully performed by Purchaser on Seller's behalf (to

the extent such covenants and obligations are Assumed Liabilities) and all rights (to the extent such rights are Acquired Assets) existing thereunder shall be for Purchaser's account. To the extent permitted by Applicable Law, Seller shall take or cause to be taken, at Purchaser's expense, such actions as Purchaser may reasonably request which are required to be taken or appropriate in order to provide Purchaser with the benefits and burdens of the Nonassignable Asset. Seller shall promptly pay over to Purchaser the net amount (after expenses and Taxes of Seller (after taking into account any Tax benefits arising from such payments)) of all payments received by it in respect of all Nonassignable Assets, other than payments received from Purchaser pursuant to this Agreement.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date of this Agreement, except as otherwise stated in this Article IV and except as set forth in the corresponding sections or subsections of the Disclosure Letter delivered by Seller to Purchaser concurrently with the execution and delivery hereof (it being agreed that disclosure of any information in a particular section or subsection of the Disclosure Letter shall be deemed disclosure with respect to any other section or subsection only to the extent that the relevance of such item is readily apparent from such disclosure).

Section 4.1 Organization. Seller has been duly organized and is validly existing in good standing under the laws of its jurisdiction of incorporation or organization, with the requisite power and authority to own its properties and conduct its business as currently conducted or contemplated to be conducted. Seller has been duly qualified as a foreign corporation or organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except to the extent that the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.2 Financial Statements.

(a) The audited consolidated balance sheet as of December 31, 2011 and related consolidated statements of income of LightSquared Inc. (including the notes thereto and including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP's consolidated subsidiaries) for the year ended December 31, 2011, reported on and accompanied by a report from Ernst & Young LLP (the "Audited Financial Statements"), copies of which have heretofore been furnished to Purchaser, were prepared in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such date and the consolidated results of operations and cash flows of LightSquared Inc. for the period then ended.

(b) The unaudited consolidated balance sheet as of June 30, 2013 (the "Balance Sheet") and the related unaudited statements of income of LightSquared Inc. (including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP's consolidated subsidiaries) for the year ended June 30, 2013, and the unaudited consolidated statements of income and cash flow of LightSquared Inc. (including the notes thereto) for the period from January 1, 2013 to June 30, 2013 (collectively, the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Historical Financial Statements"), copies of which have heretofore been furnished to Purchaser, were prepared in accordance with Seller's internal accounting practices applied consistently with those used in the Audited Financial Statements and in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such dates and the consolidated results of operations and cash flows of LightSquared Inc. for the applicable periods.

Section 4.3 Real and Personal Property.

(a) Seller has good and insurable fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all of its Real Properties constituting Acquired Assets and has good and marketable title to its personal property and Assets constituting Acquired Assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or contemplated to be conducted or to utilize such properties and Assets for their intended purposes. All such Acquired Assets are free and clear of Liens, other than (i) as are described in the consolidated balance sheets included in the Historical Financial Statements or (ii) Permitted Liens.

(b) Seller has complied in all material respects with all obligations under all leases relating to Acquired Assets to which it is a party. All such leases may be assumed or rejected in the Bankruptcy Cases and otherwise are in full force and effect. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Section 4.3(c) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets owned by Seller and the addresses thereof.

(d) Section 4.3(d) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets leased by Seller and the addresses thereof.

(e) As of the date of this Agreement, Seller has not received any written notice of any pending or contemplated condemnation proceeding affecting any of its owned Real Property constituting Acquired Assets or any sale or disposition thereof in lieu of condemnation that remains unresolved.

Section 4.4 Authorization; Enforceability. Subject to the entry of the Confirmation Order, Seller has all requisite corporate power and authority to enter into, execute and deliver this Agreement and the Ancillary Agreements to which it is or is to be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and each of the Ancillary Agreements to which it is or is to be a party, and the consummation by Seller of the Transactions, have been duly authorized by all necessary corporate action on the part of Seller. The Board of Directors of Seller has resolved to recommend that the Bankruptcy Court approve this Agreement, the Ancillary Agreements and the Transactions. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Seller is to be a party, will be, duly and validly executed and delivered by Seller and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Purchaser, and each of the other parties hereof and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each of the Ancillary Agreements) the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 4.5 No Conflicts. Except as set forth in Section 4.5 of the Disclosure Letter, subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each other Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of incorporation, certificate of formation or bylaws or similar organizational document of Seller, (b) assuming receipt of all required consents and approvals from Governmental Entities and other Persons in accordance with Section 7.1(b), result in a violation of any Applicable Law or Material Contract, or (c) result in the creation or imposition of any Lien upon or with respect to any Acquired Asset, other than in favor of Purchaser as specified in the Ancillary Agreements and Permitted Liens. Seller is not in violation of its certificate of incorporation, articles of organization or bylaws or similar organizational document (as applicable in each case).

Section 4.6 Consents and Approvals. Except as set forth in Section 4.6 of the Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Seller or any of its properties or any other Person is required for the execution and delivery by Seller of this Agreement and the Ancillary Agreements and performance of and compliance by Seller with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required and (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC Consent including but not limited to, FCC Consent to the renewal of the FCC License and extension of the Spectrum Lease Agreement.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Section 4.7 Intellectual Property.

(a) Section 4.7(a) of the Disclosure Letter sets forth a complete and accurate list of all (i) United States and non-United States Patents and Patent applications owned by Seller; (ii) United States and non-United States Trademark registrations (including Internet domain registrations), Trademark applications, and material unregistered Trademarks owned by Seller; (iii) United States and non-United States Copyright and mask work registrations, and material unregistered Copyrights owned by Seller; and (iv) material Software (other than readily available commercial software programs having an acquisition price of less than $10,000) that is owned, licensed, leased, by Seller, describing which Software is owned, licensed, or leased, as the case may be, and the applicable owner, licensor or lessor. All of the Intellectual Property set forth in Section 4.7(a) of the Disclosure Letter constitutes Acquired Assets, except as otherwise stated therein.

(b) Section 4.7(b) of the Disclosure Letter sets forth a complete and accurate list of all material Contracts (whether between Seller and Third Parties or inter-corporate) to which Seller is a party or otherwise bound, (i) granting or obtaining any right to use or practice any rights under any Intellectual Property (other than licenses for readily available commercial software programs having an acquisition price of less than $10,000), or (ii) restricting Seller's rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). Each License Agreement constitutes a Designated Contract except as otherwise indicated in Section 4.7(b) of the Disclosure Letter. Seller has not licensed or sublicensed its rights in any material Intellectual Property other than pursuant to the License Agreements.

(c) Seller owns or possesses valid and enforceable rights to use all material Intellectual Property used in the conduct of the Business or as contemplated to be used in the conduct of the Business. All registrations with and applications to Governmental Entities in respect of such Intellectual Property are valid and in full force and effect, have not, except in accordance with the ordinary course practices of Seller, lapsed, expired or been abandoned (subject to the vulnerability of a registration for trademarks to cancellation for lack of use), and are not the subject of any opposition filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry (except as disclosed in Section 4.7(c) of the Disclosure Letter). The consummation of the Transactions will not result in the loss or impairment of any rights to use material Intellectual Property or obligate Purchaser to pay any royalties or other amounts to any third party in excess of the amounts that would have been payable by Seller absent the consummation of the Transactions.

(d) Seller has taken reasonable security measures to protect the confidentiality and value of its trade secrets (or other Intellectual Property for which the value is dependent upon its confidentiality), and, to the Knowledge of Seller, no such information has been misappropriated or the subject of an unauthorized disclosure.

(e) Except as set forth on Section 4.7(e) of the Disclosure Letter and to the Knowledge of Seller, no present or former Affiliate, Subsidiary, employee, officer or director of

Seller, or agent, outside contractor or consultant of Seller, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any material Intellectual Property. Other than with respect to copyrightable works Seller hereby represents to be "works made for hire" within the meaning of Section 101 of the Copyright Act of 1976 owned by Seller or otherwise owned by Seller by virtue of any applicable non-US copyright legislation, to the Knowledge of Seller, Seller has obtained from all individuals who participated in any respect in the invention or authorship of any Intellectual Property created by or for Seller (the "Owned Intellectual Property"), as consultants, as employees of consultants or otherwise, effective waivers of any and all author's, moral and ownership rights of such individuals in the Owned Intellectual Property and written assignments to Seller of all rights with respect thereto. To the Knowledge of Seller, no Affiliate, Subsidiary, officer or employee of Seller is subject to any agreement with any third party that requires such Affiliate, Subsidiary, officer or employee to assign any interest in material Intellectual Property or to keep confidential any trade secrets, proprietary data, customer lists or other business information or that materially restricts such officer or employee from engaging in competitive activities or solicitation of customers.

(f) Seller has not (i) incorporated open source materials into, or combined open source materials with, material Intellectual Property or Software, (ii) distributed open source materials in conjunction with material Intellectual Property or Software, or (iii) used open source materials that create, or purport to create, obligations for Seller with respect to any material Intellectual Property or grant, or purport to grant to any Third Party, rights or immunities under any material Intellectual Property (including, but not limited to, using open source materials that require, as a condition of use, modification and/or distribution that other Software incorporated into, derived from or distributed with such open source materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) redistributable at no charge). Seller has not disclosed, and is not under an obligation to disclose, any material Software in source code form, except to parties that have executed written obligations to preserve the confidentiality of such source code.

(g) Seller has not received any notice that it is in default (or with the giving of notice or lapse of time or both, would be in default) under any contract relating to material Intellectual Property. To the Knowledge of Seller, no Intellectual Property rights of Seller are being infringed by any other Person, except to the extent that such infringement has not had and would not have, individually or in the aggregate, a Material Adverse Effect. The conduct of the Business does not conflict in any respect with any Intellectual Property rights of others, and Seller has not received nor has any Affiliate of Seller received any notice of any claim of infringement or conflict with any such rights of others which has had or would in any such case be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.8 Material Contracts.

(a) Section 4.8(a) of the Disclosure Letter sets forth a complete and accurate list of Contracts that relate to the conduct and operations of the Business or the Acquired Assets (each a "Material Contract"), including (but excluding any Material Contract relating exclusively to LightSquared LP and its consolidated subsidiaries):

(i) any Contract that would be required to be filed by Seller as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Exchange Act, were such law applicable to it;

(ii) any Contract containing covenants that purport to (A) restrict the business activity or ability of Seller to compete (and which, following the consummation of the Transactions, purport to prohibit Seller or Purchaser or its Affiliates from competing) in any business or geographic area or with any Person or limit the freedom of Seller or to solicit any Person, or (B) grant "most favored nation" status to the counterparty following consummation of the Transactions;

(iii) each lease, rental or occupancy agreement, easement, right of way, license, installment and conditional sale agreement, and other contract affecting Seller's ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate payments of less than $100,000 and with terms of less than one (1) year);

(iv) each joint venture, partnership, and other Contract involving a sharing of profits, losses, costs or liabilities by Seller with any other Person,

(v) each Contract providing for capital expenditures by Seller or with remaining obligations in excess of $100,000 and which relates to the Acquired Assets;

(vi) each Contract under which Seller has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) Indebtedness or under which Seller has imposed (or may impose) a security interest or other Lien upon any Acquired Assets to secure Indebtedness;

(vii) each consulting or other Contract of Seller involving compensation for services rendered or to be rendered, in each case involving payments of more than $100,000 per year or $200,000 in the aggregate;

(viii) each Contract to which a Governmental Entity is a party;

(ix) each Contract granting Seller any rights in the use of radio frequencies for each satellite or terrestrial use, including but not limited to the Spectrum Lease Agreement;

(x) each mobile communications services Contract of Seller;

(xi) each Contract related to the siting, buildout, and servicing of any mobile communications service network to be operated by Seller pursuant to the Spectrum Lease Arrangement and the Communications Laws;

(xii) each Contract or other agreement that materially affects Seller's access to, or manner of use of, radio frequencies including, without limitation, agreements materially affecting the design of Seller's mobile communications services and related Equipment;

(xiii) each license agreement or distributor, dealer, sales representative or other sales agency Contract of Seller involving annual payments under such agreement or Contract in excess of $50,000 per year or $100,000 in the aggregate; and

(xiv) each amendment, supplement, or modification (whether oral or written) in respect of any of the foregoing, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases (or any other action taken by Seller or any of its Affiliates during the Bankruptcy Cases), each Material Contract is in full force and effect and, to the Knowledge of Seller, there are no material defaults thereunder on the part of any other party thereto which are not subject to an automatic stay. Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases, Seller is not in default in any material respect in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any Material Contract to which it is a party or by which it or its property is bound which are not subject to an automatic stay.

(b) Seller is not subject to any oral agreements that if binding would be Material Contracts.

Section 4.9 Absence of Certain Developments. Except as set forth in Section 4.9 of the Disclosure Letter, since December 31, 2011, (i) Seller has not suffered any change or development which has had or would be reasonably likely to have a Material Adverse Effect and (ii) Seller has not Transferred ownership of any of its Assets to any of its Subsidiaries or Affiliates.

Section 4.10 No Undisclosed Liabilities. Except (a) as disclosed or reflected in the most recent balance sheet included in the Historical Financial Statements, (b) as incurred in the ordinary course of business consistent with past practice, (c) professional fees and expenses accrued in the Bankruptcy Cases; and (d) obligations due under the DIP Credit Agreement, Seller has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) that are or would reasonably be expected to be, individually or in the aggregate, material in relation to the total liabilities reported in the most recent balance sheet included in the Historical Financial Statements.

Section 4.11 Litigation. Except for the Bankruptcy Cases and as set forth in Section 4.11 of the Disclosure Letter, there are no legal, governmental or regulatory actions, suits, proceedings or investigations pending, or to the Knowledge of Seller, threatened to which Seller is or may be a party or to which any property of Seller, any Subsidiary, Affiliate, director

or officer of Seller in their capacities as such, or the Business, Assumed Liabilities or Acquired Assets is or may be the subject that, individually or in the aggregate, has had or, if determined adversely to Seller, would reasonably be expected to have a Material Adverse Effect.

Section 4.12 Permits and Compliance with Laws.

(a) Except as set forth in Section 4.12(a) of the Disclosure Letter, Seller is not, nor has been at any time since January 1, 2010, in violation of any Applicable Law except for any such violation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as set forth in Section 4.12(b) of the Disclosure Letter, none of Seller or any of its Affiliates, Subsidiaries, directors or officers have received written notification from any Governmental Entity (i) asserting a violation of any Applicable Law regarding the conduct of the Business; (ii) threatening to revoke any Permit; or (iii) restricting or in any way limiting its operations as currently conducted or contemplated to be conducted, except for notices of violations, revocations or restrictions which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(c) Seller possesses all Permits issued by, and has made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership, lease, use and operation of the Acquired Assets (collectively, the "Seller Permits"). Section 4.12(c) of the Disclosure Letter sets forth a true and correct list of all Seller Permits as presently in effect and a true and correct list of all material pending applications for Permits, that would be Seller Permits if issued or granted and all material pending applications by Seller for modification, extension or renewal of the Seller Permits. Except as set forth in Section 4.12(c) of the Disclosure Letter, all Seller Permits constitute Acquired Assets. Seller has operated the Business in compliance in all material respects with the terms and conditions of the Seller Permits. Seller has not received notice of any revocation or modification of any such Permit nor has any reason to believe that any such Permit will not be renewed in the ordinary course. For purposes of clarity, as used in this Agreement, the term "Permits" shall not include the FCC License or the Spectrum Lease Arrangement (including the Spectrum Sublease Agreement).

Section 4.13 Taxes.

(a) Seller has timely filed or caused to be filed all United States federal, state, local and non-United States Tax Returns required to have been filed that are material to the Acquired Assets, taken as a whole, and each such Tax Return is true, complete and correct in all material respects.

(b) Seller has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referenced in Section 4.13(a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Closing Date (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which Seller has set aside on its books adequate reserves in accordance with GAAP).

(c) Except as set forth in Section 4.13(c) of the Disclosure Letter to the Knowledge of Seller, there are no material United States federal, state, local or non-United States federal or provincial audits, examinations, investigations or other administrative proceedings or court proceedings that have been commenced or are presently pending, or threatened in writing with regard to any Taxes or Tax Returns with respect to the Acquired Assets. There is no material unresolved dispute or claim concerning any Tax liability with respect to the Acquired Assets either claimed or raised by any Tax Authority in writing.

(d) Seller has not (i) received material written notice of any Tax deficiency outstanding, proposed or assessed against or allocable to Seller, (ii) executed any waiver of any statute of limitations in respect of Taxes, or (iii) agreed to any extension of time with respect to a Tax assessment or deficiency.

(e) Other than Permitted Liens and except as set forth in Section 4.13(e) of the Disclosure Letter, there are no statutory Liens for Taxes upon any of the Acquired Assets or the Business other than Permitted Liens.

(f) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all material Taxes with respect to the Acquired Assets that Seller is (or was) required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable, except to the extent that Purchaser will not have liability following the Closing with respect to any of the foregoing.

(g) Seller is not a party to any Tax allocation or sharing agreement. Seller (i) has not been a member of an affiliated group filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which was LightSquared Inc.) nor (ii) has any liability for the Taxes of any Person (other than another Seller) under Treas. Reg. §1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) The unpaid Taxes of Seller (i) did not exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet (rather than in any notes thereto), and (ii) will not exceed that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax Returns.

(i) Seller is not nor has been a party to any ‘‘listed transaction,’’ as defined in Code Section 6707A(c)(2) and Treas. Reg. §1.6011-4(b)(2).

Section 4.14 Employees. Seller has no employees.

Section 4.15 [Reserved].

Section 4.16 Communications Matters.

(a) Seller has been approved by the FCC to be the lessee of the Spectrum pursuant to the Spectrum Lease Arrangement, and has timely submitted all reports and filings required to be filed with the FCC by Seller with respect to the Spectrum Lease Arrangement, all of which are accurate and complete in all material respects. The Spectrum Lease Arrangement and FCC License are the only licenses, permits, authorizations, orders or approvals issued by a Governmental Entity under the Communications Laws necessary for the lawful conduct of the Business as currently contemplated. The Spectrum Lease Arrangement is in full force and effect and, except as set forth in Section 4.16 of the Disclosure Letter, no action or proceeding is pending or, to the Knowledge of Seller, threatened to revoke, suspend, cancel or refuse to renew, extend or modify in any material respect the Spectrum Lease Arrangement, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against Seller or the Spectrum Lease Arrangement (including the Spectrum Sublease Agreement) that could result in any such action. Seller has timely taken all actions required under the Spectrum Lease Agreement to renew or extend the Spectrum Lease Arrangement for a period of ten years. Other than the FCC Consent or as set forth in Section 4.16(a) of the Disclosure Letter, the consent, approval, or authorization by any party is not required for Seller to assign the rights and obligations of Seller under the Spectrum Lease Agreement to Purchasers. Section 4.16(a) of the Disclosure Letter sets forth all of the steps Seller has taken, and will take, to timely and fully satisfy the Substantial Service Deadline in accordance with the Communications Laws.

(b) To the Knowledge of Seller, (i) the license issued to OP LLC for the Spectrum ("FCC License") is in full force and effect and has not been revoked, suspended, canceled, rescinded, or terminated, or materially adversely modified and has not expired, and is not subject to any conditions except for conditions applicable to wireless licensees generally or as otherwise disclosed on the face of the FCC License, and has been issued for the full term; (ii) OP LLC is operating in compliance with the Communications Laws in all material respects with respect to the FCC License and the Spectrum Sublease Agreement, and has timely submitted all reports and filings required to be filed with the FCC by OP LLC with respect to the FCC License and the Spectrum Sublease Agreement, all of which are accurate and complete in all material respects; and (iii) there is no action, pending or threatened to revoke, suspend, cancel or refuse to renew or modify in any material respect the FCC License, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against OP LLC or the FCC License that could result in any such action.

(c) Except as set forth in Section 4.16(c) of the Disclosure Letter, no other radio communications facility licensed to any Governmental Entity or commercial entity is causing or projected to cause or receiving or projected to receive interference to or from the use of the Spectrum by Seller as authorized in the Spectrum Lease Agreement and FCC License.

Section 4.17 [Reserved].

Section 4.18 Brokers. Except with respect to fees payable to Moelis & Company LLC and except as set forth in Section 4.18 of the Disclosure Letter, Seller is not a party to any contract, agreement or understanding with any Person that would give rise to a valid claim against Purchaser for a brokerage commission, finder's fee or like payment in connection with the Transactions.

Section 4.19 Environmental Matters. Except as disclosed in Section 4.19 of the Disclosure Letter: (a) no written notice, request for information, claim, demand, order, complaint or penalty has been received by Seller, and there are no judicial, administrative or other actions, suits or proceedings pending or, to Seller's Knowledge, threatened, which allege a violation of or liability under any Environmental Laws, in each case relating to Seller or any of the Acquired Assets, (b) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller has all Permits necessary for its operations to comply with all applicable Environmental Laws and is in compliance with the terms of such Permits and with all other applicable Environmental Laws, and (c) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no pollutants, contaminants, wastes, chemicals, materials, substances and constituents of any nature which are subject to regulation or which would reasonably be likely to give rise to liability under any Environmental Law, including Hazardous Material, is located at, in, or under any property currently or formerly owned, operated or leased by Seller that would reasonably be expected to give rise to any liability or obligation of Seller under any Environmental Laws, and no Hazardous Material has been generated, owned or controlled by Seller and has been transported to or released at any location in a manner that would reasonably be expected to give rise to any liability or obligation on Seller under any Environmental Laws.

Section 4.20 Title to Assets; Sufficiency of Assets.

(a) Except as disclosed in Section 4.20(a) of the Disclosure Letter[8], Seller holds, and subject to the entry of the Confirmation Order, at the Closing shall cause to be delivered to Purchaser, good and valid title to or, in the case of leased or licensed Assets, a valid and binding leasehold interest in or license to or rights under (as the case may be), all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens.

(b) The Acquired Assets include all tangible Assets, intangible Assets and Intellectual Property that are necessary for the conduct of the Business in substantially the same manner as conducted and as contemplated to be conducted by Seller, its Subsidiaries and its Affiliates prior to the commencement of the Bankruptcy Cases, except for the Retained Assets.

(c) The Acquired Assets include all material tangible Assets, intangible Assets and Intellectual Property that are necessary or required for use of the Spectrum by Seller to meet the Substantial Service Deadline. All material items of Equipment (including transmission and reception Equipment) included in the tangible Assets are in good operating condition and repair and are suitable for their intended purposes, subject to normal wear and tear.

[8] NTD: This schedule will refer to any assets or rights not held by Seller, which will be subject to the Transition Services Agreement.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(d) Except as disclosed in Section 4.20(d) of the Disclosure Letter, no Assets owned or held by any Affiliate of Seller are used in the operation of the Business.

Section 4.21 Insurance. Section 4.21 of the Disclosure Letter sets forth a true, complete and correct description of all material insurance maintained by or on behalf of Seller as of the date of this Agreement. As of such date, such insurance is in full force and effect.

Section 4.22 Related Party Transactions. Except as set forth on Section 4.22 of the Disclosure Letter, Seller is not a party to any contract or arrangement with any equityholder, officer, director or Affiliate of Seller related to the Acquired Assets or the conduct of the Business.

Section 4.23 No Other Representations or Warranties; Disclosure Letter. Except for the representations and warranties contained in this Article IV (as modified by the Disclosure Letter), neither Seller nor any other Person makes any other express or implied representation or warranty (either written or oral), including any express or implied representation as to the accuracy or completeness of any information (either written or oral), with respect to Seller, the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement and any Ancillary Agreement, and Seller disclaims any other representations or warranties, whether made by Seller, its Affiliates or any other Person. It is expressly understood that, except as otherwise expressly provided herein, Purchaser takes the Acquired Assets "as is" and "where is".

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date of this Agreement.

Section 5.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified to do business as a foreign limited liability company and is in good standing in each jurisdiction where the nature of the property owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a Purchaser Material Adverse Effect. Purchaser is a U.S. person as defined under the 22 CFR Part 120.15 and is not owned or controlled by foreign persons as defined in 22 CFR Part 122.

Section 5.2 Authorization; Enforceability. Purchaser has all requisite limited liability company power and authority to enter into this Agreement and the Ancillary Agreements to which Purchaser is a party. The execution, delivery and performance by Purchaser of this Agreement and each of the Ancillary Agreements to which Purchaser is a party, and the consummation by Purchaser of the Transactions, have been duly authorized by all

necessary limited liability company action on the part of Purchaser. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Purchaser is to be a party, will be duly and validly executed and delivered by Purchaser and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Seller, and each of the other parties hereto and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each such Ancillary Agreement) the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 5.3 No Conflicts. Subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of formation or limited liability company agreement or similar organizational document of Purchaser or (b) assuming receipt of all required consents and approvals identified in Section 5.4 of the Purchaser Disclosure Letter or otherwise in this Agreement, result in a violation of any law, statute, rule or regulation of any Governmental Entity or any applicable order of any court or any rule, regulation or order of any Governmental Entity applicable to Purchaser or by which any property or asset of Purchaser is bound, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.4 Consents and Approvals. Except as set forth in Section 5.4 of the Purchaser Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Purchaser or any of its properties is required for the execution and delivery by Purchaser of the Agreement and the Ancillary Agreements and performance of and compliance by Purchaser with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required, (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC Consent, including, but not limited to, FCC consent to the extension or renewal of the Spectrum Lease Arrangement, and (d) such other consents, approvals, authorizations, registrations or qualifications the absence of which will not have or would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

Section 5.5 Broker's, Finder's or Similar Fees. Purchaser is not party to any contract, agreement or understanding with any Person for any and there are no brokerage commissions, finder's fees or similar fees or commissions that would give rise to a valid claim against Seller in connection with the Transactions.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Section 5.6 Litigation. There are no legal proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party, which, if adversely determined, would reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.7 Qualifications to Hold Communications Licenses. Purchaser is legally, financially and otherwise qualified under the Communications Laws to be the lessee of the Spectrum as contemplated by this Agreement and to perform its obligations hereunder and thereunder. To the knowledge of Purchaser, no fact or circumstance related to Purchaser exists that would reasonably be expected to unduly prevent or delay, in any material respect, the issuance of the FCC Consent.

Section 5.8 Condition of Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that neither Seller, its Affiliates nor any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in Article IV hereof (as modified by the Disclosure Letter), and Purchaser acknowledges and agrees that, except for the representations and warranties contained herein, the Acquired Assets are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser further represents that neither Seller, its Affiliates nor any other Person has made any representation or warranty, express or implied as to the accuracy or completeness of any information regarding Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement and neither Seller, its Affiliates nor any other Person will have or be subject to liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives of Purchaser's use of, any such information. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation.

Section 5.9 Compliance with Communications Laws. Purchaser is in compliance in all material respects with all relevant Communications Laws. There is no claim, action, suit, investigation, litigation or proceeding regarding Purchaser's compliance with any provision of the Communications Laws, that: (i) is pending before any Governmental Entity; or (ii) to the knowledge of Purchaser, is threatened before any Governmental Entity.

ARTICLE VI.

COVENANTS

Section 6.1 Interim Operations of the Business. From the date of this Agreement through the Closing Date, except as set forth below, Seller covenants and agrees that, except as expressly provided in this Agreement or the Plan, required by Applicable Law or as may be agreed in writing by Purchaser, such agreement not to be unreasonably withheld, conditioned or delayed:

(a) (i) the Business shall be conducted only in the ordinary course consistent with past practice, (ii) subject to prudent management of business needs, Seller shall use commercially reasonable efforts to preserve intact the Acquired Assets and the business organization of the Business, maintain the existing relations with customers, suppliers, vendors, creditors, business partners and others having business dealings with the Business and (iii) Seller shall pay all working capital (i.e. operating expenditures and capital expenditures) and other ordinary course expenditures of the Business;

(b) Seller shall use commercially reasonable efforts to maintain, preserve and protect all of the Acquired Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business;

(c) Seller shall not (i) modify, amend, reject, waive any rights under or terminate any Designated Contract or (ii) waive, release, compromise, settle or assign any material rights or claims related to any Designated Contract;

(d) Subject to Purchaser's compliance with Section 6.11, Seller shall use its commercially reasonable efforts to, prior to or contemporaneously with confirmation of the Plan, obtain entry of an order from the Bankruptcy Court authorizing Seller to assume, if necessary pursuant to sections 365 and 1123 of the Bankruptcy Code, the Designated Contracts and assign such Designated Contracts to Purchaser;

(e) Seller shall not take or agree to or commit to assist any other Person in taking any action that would reasonably be expected to (i) result in a failure of any of the conditions to the Closing as set forth in Article VII or (ii) impair the ability of Seller or Purchaser to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

(f) Seller shall not, with respect to the Acquired Assets or the Business, make or authorize (i) any change to its accounting principles, methods or practices or (ii) any change to its Tax accounting principles, methods or practices other than, in each case, as required by changes in Applicable Law, or GAAP, or would not reasonably be expected to affect any Tax related to the Acquired Assets after the Closing Date;

(g) Seller shall not grant or execute any power of attorney to or for the benefit of any Person that vests in such Person decision-making authority or the ability to bind Seller with respect to any matter that is in any respect material to Seller, any Acquired Asset or the Business;

(h) Except to the extent provided in the Plan, Seller shall not (i) cause or permit the amendment, restatement or modification of its certificate of incorporation or bylaws, except as otherwise required by Applicable Law, (ii) effect a split or reclassification or other adjustment of any of its equity interests or a recapitalization thereof, (iii) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any of its equity interests or any equity interest of, or similar interest in, a joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (iv) alter, whether through a complete or partial liquidation, dissolution, merger, consolidation, restructuring,

reorganization or in any other manner, its legal structure or ownership or any joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (v) declare, set aside or pay any type of dividend, whether in cash, stock or other property, in respect of any of its equity interests, or repurchase, redeem or otherwise acquire or offer to repurchase, redeem or otherwise acquire any such equity interests, (vi) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of its properties or assets, except for dispositions of obsolete equipment in the ordinary course of business, or (vii) propose, adopt or approve a plan with respect to any of the foregoing;

(i) Seller shall not sell, lease, transfer or otherwise dispose (including through right of use agreements) of any Acquired Assets, other than sales of service contracts or inventory in the ordinary course of business;

(j) Seller shall not, assume, reject or assign any Material Contract other than the assumption and assignment of the Designated Contracts, as contemplated by this Agreement, to Purchaser;

(k) Seller shall, with respect to the Business, file, when due or required, all Tax Returns and other tax returns and other reports required to be filed and pay when due all Taxes, assessments, fees and other charges lawfully levied or assessed against them;

(l) Seller shall not: (i) enter into any new Contracts with respect to any Spectrum leased to Seller pursuant to the Spectrum Lease Agreement; (ii) enter into any new Contracts to accept harmful interference as defined by the FCC in connection with the FCC License or the Spectrum Lease Arrangement; (iii) sell, lease, transfer or otherwise dispose (including through right of use agreements) of any rights to use the Spectrum as provided under the Spectrum Lease Agreement; (iv) fail to maintain in effect the Spectrum Lease Arrangement, including by failing to take any action necessary or required to extend or renew the term of the Spectrum Lease Arrangement and to cooperate with OP LLC to satisfy or obtain an extension of the Substantial Compliance Deadline, (v) seek to modify the Spectrum Lease Arrangement, or to cause OP LLC to modify the FCC License, except for the filing and prosecution of the FCC Application, or (vi) take any action that reasonably could be viewed as jeopardizing Seller's qualifications to lease the Spectrum or that otherwise jeopardizes the FCC License,;

(m) Seller shall promptly notify Purchaser of any communications from the FCC or OP LLC (whether written or oral) relating to the Spectrum, Seller's proposed use of the Spectrum, the FCC License, the Spectrum Lease Agreement, or the Spectrum Lease Arrangement;

(n) Seller shall take all actions necessary or required to (i) fulfill all of Seller's obligations under the Spectrum Lease Agreement and the Spectrum Lease Arrangement; (ii) comply with any and all applicable requirements of the FCC License and the provisions of the Communications Laws and FCC rules that apply to use of the Spectrum and/or the Spectrum Lease Arrangement; (iii) satisfy, or obtain an extension of, the Substantial Compliance Deadline, including but not limited to, the actions listed on Section 4.16(a) of the Disclosure Letter; and

(iv) obtain FCC approval to extend the term of the Spectrum Lease Arrangement for a period of an additional ten years.

(o) Seller shall comply with all of the covenants and agreements contained in the DIP Credit Agreement;

(p) Seller shall not enter into any Contract, directly or indirectly, unilaterally or in concert, and whether orally, in writing, formally or informally, to do any of the foregoing or assist or cooperate with any other Person in doing any of the foregoing, or authorize, recommend, propose or announce an intention to do any of the foregoing.

(q) Seller shall provide Buyer with quarterly updates on progress toward meeting the substantial service showing under the FCC License;

(r) Seller shall provide Buyer with monthly updates on the status of discussions with any Government Entity relating to the use and licensing of the NOAA Spectrum, including but not limited to the proposed relocation of NOAA's national weather service radiosonde operations and the size of the exclusion zones imposed on the operation of the NOAA Spectrum to eliminate the potential for interference to NOAA's earth stations;

(s) Seller shall employ commercially reasonable efforts to obtain support from NOAA, FCC, and the National Telecommunications and Information Administration for commercial use of the NOAA Spectrum.

Section 6.2 Access; Confidentiality.

(a) Subject to Section 9.12, from the date hereof until the earlier of (i) termination of this Agreement or (ii) the Closing, Seller will, (x) upon reasonable notice, give Purchaser and its employees, accountants, financial advisors, financing sources, counsel and other representatives reasonable access during normal business hours to the offices, properties, books and records of Seller relating to the Acquired Assets, the Assumed Liabilities, and the Business; (y) furnish to Purchaser such financial and operating data and other information relating to the Acquired Assets, the Assumed Liabilities, and the Business as may be reasonably requested; and (z) instruct the executive officers and counsel, auditors and financial advisors of Seller to cooperate with Purchaser's employees, accountants, counsel and other representatives; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Seller to disclose information, (1) the disclosure of which to Purchaser would result in the waiver of attorney-client privilege that may be asserted by Seller (that has not already been waived by any of the parties thereto), (2) in violation of any competition or anti-trust laws, (3) that conflicts with any confidentiality obligations to which Seller is bound.

(b) Purchaser shall cooperate with Seller and make available to Seller such documents, books, records or information Transferred to Purchaser and relating to activities of the Business prior to the Closing as Seller may reasonably require after the Closing in connection with any Tax determination or contractual obligations to Third Parties or to defend or prepare for

the defense of any claim against Seller or to prosecute or prepare for the prosecution of claims against Third Parties by Seller relating to the conduct of the Business by Seller prior to the Closing or in connection with any governmental investigation of Seller or any of its Affiliates; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Purchaser.

(c) No party shall destroy any files or records which are subject to this Section 6.2 without giving reasonable notice to the other parties, and within 15 days of receipt of such notice, any such other party may cause to be delivered to it the records intended to be destroyed, at such other party's expense.

(d) Following the Closing, Seller shall maintain as confidential and shall not use or disclose (except as required by Applicable Law or as authorized in writing by Purchaser) (i) any information or materials relating to the Business, and (ii) any materials developed by Purchaser or any of its representatives (including its accountants, advisors, environmental, labor, employee benefits and any other consultants, lenders and legal counsel). Except as otherwise permitted and provided above, in the event Seller is required by Applicable Law to disclose any such confidential information, Seller shall promptly notify Purchaser in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with Purchaser in connection with Purchaser's efforts to obtain a protective order (at Purchaser's sole cost and expense) and otherwise preserve the confidentiality of such information consistent with Applicable Law. Information subject to the confidentiality obligations in this Section 6.2(d) does not include any information which (A) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure in breach of this Agreement) or (B) becomes available on a non-confidential basis from a Person who is not known to be bound by a confidentiality agreement with the Purchaser or its Affiliates, or who is not otherwise prohibited from transmitting the information.

Section 6.3 Efforts and Actions to Cause Closing to Occur.

(a) At all times prior to the Closing, upon the terms and subject to the conditions of this Agreement, Seller and Purchaser shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any Applicable Laws) to cause the Closing Date to occur and consummate the Closing and the other Transactions, including the preparation and filing of all forms, registrations and notices required to be filed to cause the Closing Date to occur and to consummate the Closing and the other Transactions and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions, expiration or termination of waiting periods, or waivers by any Third Party or Governmental Entity, including the FCC Consent. In addition, subject to the terms of this Agreement, no party hereto shall take any action after the date hereof that would reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any Governmental Entity or other Person required to be obtained prior to the Closing as applicable; provided, however, that nothing herein shall be construed to prevent, limit, or restrict Purchaser from initiating or participating in any proceeding with any Governmental Entity that either (x) does not specifically pertain to the Spectrum or (y)

relates to the use of the Spectrum in conjunction with any other radio frequencies. Each of Purchaser and Seller shall bear its own costs, fees and expenses relating to the obtaining of any approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers referred to in this Section 6.3(a) except that any filing fees associated with the filings related to the FCC Consent, and any fee required to be paid in connection with any filing under the HSR Act or its implementing regulations, shall be paid one half by Purchaser and one half by Seller.

(b) Subject to Applicable Law, from the date hereof through the Closing Date, Seller and Purchaser shall promptly consult with the other with respect to, provide any necessary information with respect to, and provide the other (or its counsel) with copies of, all filings made by such party with any Governmental Entity or any other information supplied by such party to a Governmental Entity in connection with this Agreement and the Transactions. Seller and its Affiliates and Purchaser shall promptly provide the other with copies of any written communication received by it from any Governmental Entity regarding any of the Transactions. If Seller or its Affiliates, on the one hand, and Purchaser or its Affiliates, on the other hand, receives a request for additional information or documentary material from any such Governmental Entity with respect to any of the Transactions, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other, an appropriate response in compliance with such request. To the extent that Transfers, amendments or modifications of Permits are required as a result of the execution of this Agreement or consummation of any of the Transactions, Seller shall use its commercially reasonable efforts to effect such Transfers, amendments or modifications.

(c) In addition to and without limiting the agreements of the parties contained above, Seller and Purchaser shall:

(i) (A) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining the FCC Consent; (B) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining HSR Act approval; and (C) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining any other required approvals or consents necessary to consummate the Closing and the Transactions;

(ii) comply at the earliest practicable date with any request for additional information or documentary material received by Seller or Purchaser or any of their Affiliates from the FCC or other Governmental Entity in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to renew or extend the Spectrum Lease Arrangement or the pending application filed

by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;

(iii) cooperate with each other in connection with any filing in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to renew or extend the Spectrum Lease Arrangement or the pending application filed by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;

(iv) use their respective commercially reasonable efforts to oppose any petitions to deny or other objections that may be filed or otherwise raised before the FCC with respect to the FCC Application and any requests for reconsideration or review of the grant of the FCC Consent, except nothing herein shall obligate either party to participate in any evidentiary hearing before the FCC; provided, however, that none of the parties shall take any action that it knows or should know would adversely affect or delay the grant of FCC Consent;

(v) use commercially reasonable efforts to resolve such objections, if any, as may be asserted in connection with the FCC Application, the FCC Consent or the LightSquared LP application for a FCC license to use the Spectrum or NOAA Spectrum, under any antitrust law or otherwise in connection with any other required approvals or consents;

(vi) advise the other party promptly of any material communication with such party and the FCC, NOAA, the National Telecommunications and Information Administration, or the Office of Management and Budget in connection with the FCC Application, the FCC Consent, the Spectrum, or the NOAA Spectrum or from any Governmental Entity in connection with any of the Transactions;

(vii) not make any submission or filings, and to the extent permitted by such Governmental Entity, participate in any meetings or any material conversations with Governmental Entities in respect of any required FCC Consent or efforts by LightSquared LP to secure a FCC license to use the Spectrum or NOAA Spectrum, unless the party consults with the other party in advance and gives the other party the opportunity to review drafts of any submissions or filings, and attend and participate in any communications or meetings;

(viii) where a party seeks not to provide the other party with any information under this Section 6.3 on grounds that such information is competitively sensitive, such party will be required to provide the information to the other party's external counsel (except for information that relates to a

party's valuation of the transactions contemplated by this Agreement) and such external counsel will not provide the information to its client; and

(ix) cooperate in all proceedings before any Governmental Entity related to the use or conditions of use of the Spectrum, the NOAA Spectrum or any radio frequencies proposed to be used in conjunction with the Spectrum to provide communications services, including without limitation making a joint petition and fully participating in any such proceedings to promote the interests of the Business.

(d) Notwithstanding the foregoing or any other covenant herein contained, nothing in this Agreement shall be deemed to require Purchaser or Seller to (i) commence any litigation against any Person in order to facilitate the consummation of any of the Transactions, except as otherwise set forth in this Section 6.3 hereof; (ii) take or agree to take any other action or agree to any limitation that would reasonably be expected to have a Purchaser Material Adverse Effect on the one hand, or a Material Adverse Effect on the other hand; (iii) agree to sell or hold separate any material assets, businesses, or interest in any material assets or businesses of Purchaser or Seller, or to agree to any material changes or restrictions in the operation of any assets or businesses of Purchaser or Seller; (iv) defend against any litigation brought by any Governmental Entity seeking to prevent the consummation of, or impose limitations on, any of the Transactions, except as otherwise set forth in this Section 6.3 hereof; or (v) participate in an evidentiary hearing before the FCC in order to facilitate the consummation of any of the Transactions.

Section 6.4 Notification of Certain Matters. Seller shall give written notice to Purchaser, and Purchaser shall give written notice to Seller, promptly after becoming aware of (i) the occurrence of any event, which would be likely to cause any condition set forth in Article VII to be unsatisfied at any time from the date hereof to the Closing Date, (ii) any notice or other communication from (x) any Person alleging that the consent of such Person is or may be required in connection with any of the Transactions or (y) any Governmental Entity in connection with any of the Transactions or (iii) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Seller, the Acquired Assets or the Business that, if pending on the date of this Agreement, would have been required to be disclosed pursuant to Section 4.9 or, if determined adversely to Seller, could materially and adversely affect Seller, the Acquired Assets or the Business and (iv) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Purchaser or any of its Affiliates or Subsidiaries that could impact the Closing or the satisfaction of any condition precedent thereto; provided, however, that the delivery of any notice pursuant to this Section 6.4 shall not limit or otherwise affect the remedies available hereunder to Purchaser.

Section 6.5 Submission for Court Approvals.

(a) Seller agrees that Purchaser is the "Successful Bidder" for purposes of the purchase and sale of the Acquired Assets as reflected in the Notice of Successful Bidder Under One Dot Six Plan for One Dot Six Assets [Docket No. 1165]. In furtherance thereof and except as consented to in writing by Purchaser, Seller shall not seek any order approving any other

Person as the "Successful Bidder" and shall take all action consistent with Purchaser's designation as the "Successful Bidder." Until entry of the Confirmation Order, Seller shall comply with the provisions of the Bid Procedures Order.

(b) At least five (5) Business Days prior to serving or filing any material motion, application, pleading, schedule, report and other paper (including memoranda, exhibits, supporting affidavits and evidence and other supporting documentation) in its Bankruptcy Cases relating to or affecting the Transactions, including any pleading seeking relief related to the sale, Seller shall provide a draft thereof to Purchaser and its counsel, and provide Purchaser (and its advisors and counsel) with a reasonable opportunity to consult within such period with Seller with respect to any and all such motions, applications, pleadings, schedules, reports and other papers.

(c) Seller shall take all actions reasonably required to assume and assign the Designated Contracts to Purchaser, including taking all actions reasonably required to obtain a Bankruptcy Court order containing a finding that the proposed assumption and assignment of the Designated Contracts to Purchaser satisfies all applicable requirements of section 365 or 1123(b)(2) of the Bankruptcy Code.

(d) Seller shall use commercially reasonable efforts to obtain entry of a Final Order of the Bankruptcy Court pursuant to section 365 or 1123(b)(2) of the Bankruptcy Code, including, without limitation, to determine whether Seller has provided "adequate assurance" to counterparties to the Designated Contracts within the meaning of, and as required by, sections 365(b) and 365(f) of the Bankruptcy Code.

(e) Promptly upon the execution of this Agreement, Seller shall use commercially reasonable efforts to obtain as soon as possible, but subject to the notice requirements of the Bankruptcy Code and Bankruptcy Rules and the Bankruptcy Court's availability, the requirements of the Bid Procedures Order (and the bidding procedures contained therein), the Bankruptcy Court's entry of the Confirmation Order. The Confirmation Order shall be in form and substance reasonably satisfactory to Purchaser.

(f) If the Confirmation Order shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification modification, vacation, stay, rehearing, reargument or leave to appeal shall be filed with respect to any such order), Seller and Purchaser will cooperate in taking steps to reasonably diligently defend such appeal, petition or motion and use commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

Section 6.6 Debtor Cooperation. Seller and one or more Debtors are party to and have joint obligations under certain of the Designated Contracts (the "Joint Designated Contracts"). Seller shall use its commercially reasonable efforts to cause Sellers obligations to be assigned to Purchaser pursuant to a new separate contract. To the extent that the rights of Seller under any Joint Designated Contract has not been assigned prior to the Closing, this Agreement, then Seller, to the maximum extent permitted by Applicable Law and the Joint Designated Contract, shall act as Purchaser's agent in order to obtain for Purchaser the

benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser.

Section 6.7 Subsequent Actions. If at any time after the Closing Date, Purchaser or Seller considers or is advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser, its right, title or interest in, to or under any or all of the Acquired Assets or otherwise to carry out this Agreement, including the assumption of the Assumed Liabilities, Purchaser or Seller shall at Purchaser's sole cost and expense, execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances and take and do all such other actions and things as may be requested by the other party in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser or otherwise to carry out this Agreement. For the avoidance of doubt, this 0 shall survive the Closing.

Section 6.8 Publicity. Prior to the Closing and without limiting or restricting any party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions, no party shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, disclosure is otherwise required by Applicable Law, the Bankruptcy Code or the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the Securities and Exchange Commission or any stock exchange on which Purchaser lists securities, provided that the party intending to make such release shall use its commercially reasonable efforts consistent with such Applicable Law, the Bankruptcy Code or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

Section 6.9 Tax Matters.

(a) The Purchaser and Seller agree that the Purchase Price is exclusive of any Transfer Taxes. The Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the Transactions provided that if any such Transfer Taxes are required to be collected, remitted or paid by Seller or any other Person, such Transfer Taxes shall be paid by the Purchaser to Seller or such other Person at such time as such Transfer Taxes are required to be paid under Applicable Law.

(b) Purchaser and Seller covenant and agree that they will use their commercially reasonable efforts to obtain an order from the Bankruptcy Court pursuant to section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Seller to Purchaser from any and all Transfer Taxes (as hereinafter defined). To the extent the Transactions or any portion of the Transactions are not exempt from Transfer Taxes under section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall pay all

Transfer Taxes in accordance with Section 6.9(a). Purchaser and Seller shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under Applicable Law.

(c) Purchaser and Seller agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Tax Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Seller shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 6.9(c). Purchaser and Seller shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Seller shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any Tax Authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) Real and personal property Taxes and assessments, and all rents, utilities and other charges, on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (the "Straddle Period Property Tax") shall be prorated on a per diem basis between Purchaser and Seller as of the Closing Date; provided, however, that Seller shall not be responsible for, or benefit from, any increased or decreased assessments on real or personal property resulting from the transactions contemplated hereby. All such prorations of Straddle Period Property Taxes shall be allocated so that items relating to time periods ending on or prior to the Closing Date shall be allocated to Seller and items relating to time periods beginning after the Closing Date shall be allocated to Purchaser. The amount of all such prorations shall be settled and paid on the Closing Date. If any of the rates for the Straddle Period Property Taxes for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date are not established by the Closing Date, the prorations shall be made on the basis of such rates in effect for the preceding taxable period. The apportioned obligations under this Section 6.9(d) shall be timely paid and all applicable filings made in the same manner as set forth for the apportioned Transfer Taxes in Section 6.9(a) and Section 6.9(b).

Section 6.10 Designation Dates; Assumption of Costs and Expenses. On or prior to the date of the hearing with regard to entry of the Confirmation Order, Purchaser shall make its final designations of all Contracts, in accordance with Section 2.1(b) hereof, and may, prior to the Closing Date, revise Section 2.1(b) of the Disclosure Letter to exclude from the definition of Designated Contracts and to include in the definition of Retained Assets, any Contract previously included in the definition of Designated Contracts and not otherwise included in the definition of Retained Assets; provided, that no such final designation or revision

shall reduce the amount of the Purchase Price. In the event that Seller enters into any new Contracts relating to the Acquired Assets on or after the date of entry of the Confirmation Order, Purchaser shall have the option, but not any obligation, to add any such Contracts to the definition of Designated Contracts; provided that no such addition shall increase the Purchase Price.

Section 6.11 Prompt Payment of Cure Costs. With respect to each Designated Contract: (a) Seller shall no later than five (5) calendar days after the date hereof, serve each counterparty to a proposed Designated Contract as of such date with notice of the proposed Cure Cost for such Contract and (b) Purchaser shall pay or cause to be paid, as soon as practicable after the Effective Date of the Plan, all amounts (the "Cure Costs") that (i) are required to be paid under section 365(b)(1)(A) or (b)(1)(B) of the Bankruptcy Code in order to assume and assign such contract or (ii) are due pursuant to an order of the Bankruptcy Court as a condition to assuming and assigning such Designated Contract; provided, however, that Cure Costs that are the subject of a bona fide dispute shall be paid within two (2) Business Days of the effectiveness of a settlement or order of the Bankruptcy Court, as the case may be, with respect thereto.

Section 6.12 Completion of Nonassignable Designated Contracts. Seller shall use its commercially reasonable efforts to obtain any consent, approval or amendment, if any, required to novate and/or assign any Designated Contract to be assigned to Purchaser hereunder which the Bankruptcy Court determines is not able to be assumed and assigned under section 365(c) of the Bankruptcy Code or which a court of competent jurisdiction determines is not able to be assumed pursuant to Applicable Law (a "Nonassignable Designated Contract"). Seller shall keep Purchaser reasonably informed from time to time of the status of the foregoing and Purchaser shall cooperate with Seller in this regard. To the extent that the rights of Seller under any Nonassignable Designated Contract, or under any other Acquired Asset to be assigned to Purchaser hereunder, may not be assigned without the consent of a Third Party which has not been obtained prior to the Closing, this Agreement shall not constitute an agreement to assign the same at the Closing, if an attempted assignment would be unlawful. If any such consent has not been obtained or if any attempted assignment would be ineffective or would impair Purchaser's rights under the instrument in question so that Purchaser would not acquire the benefit of all such rights, then Seller, to the maximum extent permitted by Applicable Law and the instrument, shall act as Purchaser's agent in order to obtain for Purchaser the benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser; provided, however, that nothing contemplated by this Section 6.12 shall reduce the amount of the Purchase Price.[9]

Section 6.13 Casualty Loss. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood or other casualty, Seller shall notify Purchaser promptly in writing of such fact, (i) in the case of

[9] NTD: This provision is subject to change after analysis of the underlying contracts and consent issues.

condemnation or taking, Seller shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire, flood or other casualty, Seller shall assign the insurance proceeds therefrom to Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 6.13 shall not in any way modify Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

Section 6.14 Other Assets. Seller shall cause and shall cause its Affiliates to cause all assets related to the Business which are held by any of the Debtors (other than the Seller) to be transferred to Purchaser without any consideration (and such transferor will be deemed to be Seller for purposes of the representations, warranties and covenants set forth in this Agreement).

Section 6.15 No Violation. Purchaser will not assume ownership or control (whether *de facto* or *de jure*) of the Spectrum Lease Arrangement of Seller hereunder in a manner that violates any Communications Laws of the United States.

ARTICLE VII.

CONDITIONS

Section 7.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

(a) Government Action. There shall be no injunction or restraining order of any Governmental Entity:

(i) prohibiting or imposing any material limitations on Purchaser's ownership or operation (or that of any of its Affiliates) of all or a material portion of its businesses or assets or the Acquired Assets, or compelling Purchaser or any of its Affiliates to dispose of or hold separate any material portion of the Acquired Assets or the business or assets of Purchaser or any of its Subsidiaries;

(ii) restraining or prohibiting the consummation of the Closing or the performance of any of the other Transactions, or imposing upon Purchaser or any of its Subsidiaries any damages or payments that are material;

(iii) imposing material limitations on the ability of Purchaser, its Subsidiaries or its Affiliates, or rendering Purchaser, its Subsidiaries or its Affiliates unable to pay for or purchase a material portion of the Acquired Assets;

(iv) imposing material limitations on the ability of Purchaser effectively to exercise full rights of ownership of the Acquired Assets; or

(v) otherwise having a Material Adverse Effect.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(b) Consents, Approvals and Permits. All consents and approvals of any Person (other than a Governmental Entity) set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained, except in the case of any Nonassignable Designated Contract. All consents and approvals of any Governmental Entity, whether United States federal, state, local or non-United States, required in connection with the consummation of the Closing and the other Transactions, including consents and approvals required in connection with the Designated Contracts set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained. A copy of each such consent or approval referred to in this Section 7.1(b) shall have been provided to Purchaser at or prior to the Closing. All Permits necessary for the operation of the Business included in the Acquired Assets will be Transferred to Purchaser or have been obtained by Purchaser.

(c) Claims of Purchaser. The DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims shall have been Allowed in full by the Bankruptcy Court.

(d) FCC Matters. The FCC Consent shall have been issued and such FCC Consent shall have become a Final FCC Order. The FCC shall have (i) extended or renewed the term of the Spectrum Lease Arrangement for an additional ten year period.

(e) Bill of Sale; Conveyance Documents. Seller shall have duly executed and delivered to Purchaser the Bill of Sale, each of the Intellectual Property Instruments and each other Conveyance Document.

(f) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred.

(g) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing any Material Adverse Effect or any facts, events or circumstances that would reasonably be expected to have such a Material Adverse Effect.

(h) Seller's Representations and Warranties. Each of the representations and warranties set forth in Article IV (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Material Adverse Effect.

(i) Seller's Performance of Covenants. Seller shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Seller to be performed or complied with by it under this Agreement.

(j) Certificate of Seller's Officers. Purchaser shall have received from Seller a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief

Financial Officer, or if no such officers exist, an equivalent officer of Seller, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (a) and (f) through (h) above.

(k) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance satisfactory to Purchaser, which shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner without Purchaser's consent.

(l) Effective Date. The Effective Date of the Plan shall have occurred.

(m) Spectrum Lease Agreement. All consents and approvals (if any) required to be obtained in order to assign the Spectrum Lease Agreement and Spectrum Sublease Agreement from Seller to Purchaser shall have been obtained, and the Spectrum Lease Agreement and Spectrum Sublease Agreement shall be in full force and effect.

(n) Transition Services Agreement. Seller shall have duly executed the Transition Services Agreement.

(o) Tax Certifications. Purchaser shall have received a certification of non-foreign status for Seller in the form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder.

The foregoing conditions in this Section 7.1 are for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, at any time and from time to time in its sole discretion. The failure by Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

Section 7.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the Closing shall be subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Government Action. There shall be no injunction or restraining order of any Governmental Entity in effect restraining or prohibiting the consummation of the Closing or imposing upon Seller any damages or payments that are material.

(b) FCC Matters. The FCC Consent shall have been issued.

(c) Antitrust Approvals. Other than the FCC Consent, all terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any non-United States competition or antitrust authority shall have been obtained for the transactions contemplated by this Agreement.

(d) Representations and Warranties. The representations and warranties of Purchaser set forth in Article V (disregarding all materiality and Purchaser Material Adverse Effect qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

(e) Purchaser's Performance of Covenants. Purchaser shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Purchaser to be performed or complied with by it under this Agreement.

(f) Certificate of Purchaser's Officers. Seller shall have received from Purchaser a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief Financial Officers, or if no such officers exist, an equivalent officer of Purchaser, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (e) and (f) above.

(g) Confirmation Order. The Confirmation Order, in form and substance reasonably satisfactory to Seller, shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner materially adverse to Seller without Seller's consent.

(h) Transition Services Agreement. Purchaser shall have duly executed the Transition Services Agreement.

The foregoing conditions in this Section 7.2 are for the sole benefit of Seller and may be waived by Seller, in whole or in part, at any time and from time to time in its sole discretion. The failure by Seller at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

ARTICLE VIII.

TERMINATION

Section 8.1 Termination. This Agreement may be terminated or abandoned at any time prior to the Closing Date as follows:

(a) By the mutual written consent of Purchaser and Seller;

(b) By either Purchaser or Seller upon written notice given to the other, if the Bankruptcy Court or any other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their commercially reasonable efforts to prevent the entry of and remove), which permanently restrains, enjoins or otherwise prohibits the consummation of the Transactions and such order, decree, ruling or other action shall have become a Final Order;

(c) By either Purchaser or Seller upon written notice given to the other, if the Closing Date shall not have taken place on or before _____[10] (the "Termination Date"); provided, however, that if all of the conditions to Closing shall have been satisfied or shall be then capable of being satisfied (other than the conditions set forth in Section 7.1(d), Section 7.1(f) and Section 7.1(l)), the initial Termination Date may be extended by Purchaser from time to time by written notice to Seller for up to an aggregate of 90 additional days, the latest of any of which dates shall thereafter be deemed to be the Termination Date; and

(d) By Seller upon written notice given to Purchaser, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.2 and (ii) is not cured within twenty (20) Business Days after Seller notifies Purchaser of such breach.

(e) By Purchaser upon written notice given to Seller:

(i) if Seller shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.1 and (ii) is not cured within twenty (20) Business Days after Purchaser notifies Seller of such breach;

(ii) if Seller seeks to have the Bankruptcy Court enter an order dismissing the Bankruptcy Case of Seller or converting it to a case under Chapter 7 of the Bankruptcy Code, or appointing a trustee in its Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of Seller's business (beyond those set forth in section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code section 1106(b), and such order is not reversed or vacated within three Business Days after the entry thereof; or

(iii) if the Bid Procedures Order or the Confirmation Order has been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within thirty Business Days after the entry thereof; provided that Purchaser shall have the right to designate any later date for this purpose in its sole discretion.

(f) by either Purchaser or Seller, if the Sale Hearing has been completed and Purchaser is not determined by the Bankruptcy Court to be the Successful Bidder;

(g) by either Purchaser or Seller, if the Bankruptcy Court enters any order approving an Alternative Transaction;

[10] NTD: This date shall be the date that is six months after the date of execution of this Agreement.

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(h) by Purchaser, if the Bankruptcy Court approves any plan of reorganization or plan of liquidation that is not the Plan or does not contemplate the sale of the Acquired Assets to Purchaser on terms consistent with those set forth in this Agreement.

Any party seeking to invoke its rights to terminate this Agreement shall give written notice thereof to the other party or parties specifying the provision hereof pursuant to which such termination is made and the effective date of such termination being the date of such notice.

Section 8.2 Effect of Termination. If this Agreement is terminated by either party in accordance with and pursuant to Section 8.1, then, except as otherwise provided in Section 8.3 and Section 9.10, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party; provided, however, that nothing herein shall relieve any party from liability for fraud or willful breach of any provision of this Agreement prior to such termination; provided, further, however, that the provisions of this Article VIII, Article IX or any provision requiring any party to pay or reimburse another party's expenses shall survive any termination.

Section 8.3 Expense Reimbursement.

(a) Notwithstanding Section 8.2 of this Agreement, Purchaser shall have an Allowed Termination Claim equal to the amount of the Inc. Expense Reimbursement as provided in the Expense Reimbursement Order, to be paid in accordance with the terms and conditions set forth in the Expense Reimbursement Order, and Seller's obligation to pay the Inc. Expense Reimbursement shall have such status as is specified in the Expense Reimbursement Order.

(b) Seller's obligation to pay the Inc. Expense Reimbursement in accordance with the Expense Reimbursement Order shall be absolute and unconditional and not subject to any defense, claim, counterclaim, offset, recoupment, or reduction of any kind whatsoever and shall not be amended, discharged, expunged or released in any respect pursuant to any plan proposed in these Bankruptcy Cases.

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Survival of Covenants, Representations and Warranties. The representations and warranties set forth in Article IV and Article V shall not survive the Closing Date; provided, however, that all covenants and agreements set forth herein that contemplate or may involve actions to be taken or obligations in effect after the Closing Date (including, for the avoidance of doubt, Section 3.4, Section 6.2(c), Section 6.2(d), 0, Section 6.8, Section 6.9, and Section 6.12) shall survive the Closing Date.

Section 9.2 Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Agreement. Any of the terms, covenants, representations,

warranties or conditions may be waived, only by a written instrument executed by the party waiving compliance.

Section 9.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when mailed, delivered personally, telecopied (which is confirmed) or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses:

if to Purchaser, to:

MAST Spectrum Acquisition Company LLC
c/o MAST Capital Management, LLC
200 Clarendon Street, 51st Floor
Boston, MA 02116
Facsimile:
Attention: Peter A. Reed
Adam M. Kleinman

with a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10016
Facsimile: (212) 872-1002
Attention: Michael S. Stamer
Philip C. Dublin
Russell W. Parks, Jr.

if to Seller, to:

One Dot Six Corp.
10802 Parkridge Boulevard
Reston, VA 20191
Facsimile: (___) ___-_____
Attention: Curtis Lu, General Counsel
Marc Montagner, Chief Financial Officer

with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
One Chase Manhattan Plaza
New York, New York 10005
Facsimile: (212) 530-5219
Attention: Matthew S. Barr
Roland Hlawaty

or to such other address as a party may from time to time designate in writing in accordance with this Section 9.3. Each notice or other communication given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been received (i) on the Business Day it is sent, if sent by personal delivery or telecopy, or (ii) on the first Business Day after sending, if sent by overnight delivery, properly addressed and prepaid or (iii) upon receipt, if sent by mail (regular, certified or registered); provided, however, that notice of change of address shall be effective only upon receipt. The parties agree that delivery of process or other papers in connection with any such action or proceeding in the manner provided in this Section 9.3, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 9.5 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Disclosure Letter, the Purchaser Disclosure Letter and other schedules, annexes, and exhibits hereto, the Ancillary Agreements, the Conveyance Documents, and the Confirmation Order (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the parties, oral and written, with respect to the subject matter hereof, and (b) are not intended to confer upon any Person other than the parties hereto and thereto any rights or remedies hereunder. All of the rights and obligations of Seller under this Agreement are subject to the approval of the Bankruptcy Court or other court of competent jurisdiction.

Section 9.6 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words

or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 9.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

Section 9.8 Exclusive Jurisdiction; Waiver of Right to Trial by Jury. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (a) agrees that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York, (b) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 9.3 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law). Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any Ancillary Agreement.

Section 9.9 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Seller or Purchaser in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

Section 9.10 Specific Performance. Seller and Purchaser acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agree that, in addition to any other remedies, Seller and Purchaser or their respective successors or assigns shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

Section 9.11 Assignment. In accordance with Section 2.7, Purchaser shall have the right prior to Closing to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Designees, provided that no such assignment shall relieve Purchaser of any of its obligations hereunder. Except as provided above, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided that no such prior written consent shall be required for (a) an assignment by the Purchaser to any of its Affiliates, (b) an assignment by the Purchaser of its rights and interests hereunder to any

lender to the Purchaser for purposes of collateral security, provided that any such lender assumes the Purchaser's obligations hereunder, or (c) an assignment by the Purchaser of its rights and interests hereunder after the Closing to any purchaser of all or any portion of its assets or businesses; provided that any such purchaser assumes the Purchaser's obligations hereunder. Subject to the first sentence of this Section 9.11, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any purported assignment in violation of this clause shall be void.

Section 9.12 Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not have access to any of Seller's confidential information, until such time that Purchaser executes a confidentiality agreement in form and substance reasonably acceptable to Seller.

Section 9.13 Headings. The article, section, paragraph and other headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.14 No Punitive Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT.

Section 9.15 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

"Accounts Receivable" means any and all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to Seller and all claims relating thereto or arising therefrom.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Actions" has the meaning set forth in Section 2.1(t).

"Administrative Claim" has the meaning set forth in the Plan.

"Affiliate" has the meaning set forth in Rule 12b-2 of the Exchange Act.

"Agreement" or "this Agreement" means this Purchase Agreement, together with the Exhibits hereto and the exhibits and schedules thereto and the Disclosure Letter.

"Allocation Statement" has the meaning set forth in Section 2.5(c).

"Allowed" has the meaning set forth in the Plan.

"Allowed Termination Claim" means a claim (as such term is defined in section 101(5) of the Bankruptcy Code), which: (i) shall be entitled to administrative expense status

under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (ii) shall not be subordinate to any other administrative expense claim against Seller (other than the carve-outs for professional fees and expenses set forth in the Cash Collateral Order); and (iii) shall survive the termination of this Agreement.

"Alternative Transaction" means (i) any investment in, financing of, capital contribution or loan to, or restructuring or recapitalization of all or any portion of Seller (including, without limitation, any exchange of Seller's outstanding debt obligations for equity securities of Seller), (ii) any merger, consolidation, share exchange or other similar transaction to which Seller is a party, (iii) any sale that includes all or substantially all of the Acquired Assets of, or any issuance, sale or transfer of any equity interests in, Seller, (iv) any other transaction that transfers ownership of, economic rights to, or benefits in all or a substantial portion of the Acquired Assets, or (v) any chapter 11 plan of reorganization or liquidation for Seller other than the Plan; provided that, notwithstanding the foregoing, any plan of reorganization or liquidation which (x) contemplates the consummation of the Transactions or (y) does not apply to Seller shall not be deemed an Alternative Transaction.

"Ancillary Agreements" means the Conveyance Documents, the Transition Services Agreement and the Instrument of Assumption, and, in the case of each of the foregoing, all exhibits and appendices thereto.

"Applicable Law" means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

"Assets" means assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

"Assumed Liabilities" has the meaning set forth in Section 2.3(a).

"Audited Financial Statements" has the meaning set forth in Section 4.2(a).

"Avoidance Actions" means any claim, right or cause of action of Seller arising under sections 544 through 553 of the Bankruptcy Code or other Applicable Law, except for any such actions (i) against Purchaser (all such claims to be released at the Closing); (ii) related to Designated Contracts; or (iii) in connection with any setoffs related to Acquired Assets.

"Balance Sheet" has the meaning set forth in Section 4.2(b).

"Bankruptcy Cases" has the meaning set forth in the recitals hereof.

"Bankruptcy Code" has the meaning set forth in the recitals hereof.

"Bankruptcy Court" has the meaning set forth in the recitals hereof.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Bid Procedures Order" means the Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief [Docket No. 892].

"Bill of Sale" means the bill of sale substantially in the form attached as Exhibit A hereto.

"Business" has the meaning set forth in the recitals hereof.

"Business Day" means any day, other than a Saturday, Sunday or "legal holiday" (as defined by Bankruptcy Rule 9006(a)).

"Cash and Cash Equivalents" means (i) cash and cash equivalents; (ii) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof, maturing within one (1) year from the date of issuance; (iii) certificates of deposit, time deposits, eurodollar time deposits, deposit accounts or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any commercial bank; (iv) commercial paper of an issuer and maturing within six (6) months from the date of acquisition; (v) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or Taxing Authority of any such state, commonwealth or territory or by any non-United States government, the securities of which state, commonwealth, territory, political subdivision, Taxing Authority or non-United States government (as the case may be); (vi) eurodollar time deposits having a maturity not in excess of 180 days to final maturity; (vii) any other investment in United States Dollars which has no more than 180 days to final maturity; or (viii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vii) of this definition.

"Cash Collateral Order" means that certain *Amended 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. 544, or any subsequent cash collateral or financing order entered by the Bankruptcy Court applying to Seller.

"Cash Consideration" has the meaning set forth in Section 2.5(b)(i).

"Claim" has the meaning assigned to such term under Section 101(5) of the Bankruptcy Code.

"Closing" means the consummation of all transactions contemplated in this Agreement.

"Closing Date" has the meaning set forth in Section 3.1(b).

"Code" means the Internal Revenue Code of 1986, as amended.

"Communications Laws" means the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended, and/or any rule, regulation or published policy of the FCC or its staff acting pursuant to delegated authority, and any applicable communications laws or regulation of any other Governmental Entity.

"Confirmation Hearing" means a hearing held by the Bankruptcy Court on the Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

"Confirmation Order" means an order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, in form and substance satisfactory to Purchaser and Seller, and *inter alia*, approving the Agreement and authorizing and directing Seller to consummate the Transactions under Sections 105(a), 1123, 1129, 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code.

"Contract" means any written agreement, contract, lease, license, consensual obligation, promise or undertaking.

"Conveyance Documents" means (i) the Bill of Sale; (ii) the Intellectual Property Instruments; (iii) all documents of title and instruments of conveyance necessary to Transfer record and/or beneficial ownership to Purchaser of Acquired Assets composed of automobiles, trucks, or other vehicles, trailers, and any other property owned by Seller which requires execution, endorsement and/or delivery of a certificate of title or other document in order to vest record or beneficial ownership thereof in Purchaser; and (iv) all such other documents of title, customary title insurance affidavits, deeds, endorsements, assignments and other instruments of conveyance or Transfer as, in the reasonable opinion of Purchaser's counsel, are necessary or appropriate to vest in Purchaser good and marketable title to any Acquired Assets.

"Copyrights" means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, all content and information contained on any website, "mask works" (as defined under 17 U.S.C. § 901) and any registrations and applications for "mask works."

"Credit Bid Purchase Price" has the meaning set forth in Section 2.5(a).

"Cure Costs" has the meaning set forth in Section 6.11.

"Debtors" means LightSquared Inc., a Delaware corporation and certain of its affiliates, including Seller, which filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

"Designated Contract" has the meaning set forth in Section 2.1(b).

"Designee" has the meaning set forth in Section 2.7.

"DIP Claims" has the meaning set forth in the Plan.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

"DIP Credit Agreement" means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and among One Dot Six Corp., the other Seller, the lenders signatory hereto and U.S. Bank National Association, as Administrative Agent and Collateral Agent for the lenders, as may be amended, modified, ratified, extended, renewed, or restated, as well as any other documents entered into in connection therewith.

"Disclosure Letter" means the disclosure letter of even date herewith prepared and signed by Seller and delivered to Purchaser simultaneously with the execution hereof.

"Effective Date" has the meaning set forth in the Plan.

"Electronic Delivery" has the meaning set forth in Section 9.15.

"Environmental Laws" means United States federal, state, local and non-United States laws, permits and governmental agreements and requirements of Governmental Entities relating to human health, safety and the environment, including, but not limited to, Hazardous Materials.

"Equipment" has the meaning set forth in Section 2.1(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expense Reimbursement Order" means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

"FCC" means the Federal Communications Commission or any successor agency thereto.

"FCC Application" means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval to effectuate the assignment of the Spectrum Lease Agreement (including the Spectrum Sublease Agreement) from Seller to Purchaser pursuant to Section 1.9030(h) of the FCC's rules whether through the assignment of the Spectrum Lease Authorization, the transfer of control of Seller to Purchaser, the approval of a new leasing arrangement between Purchaser and OP LLC, or some other means.

"FCC Consent" means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) granting or confirming the grant, of the FCC Application.

"FCC License" has the meaning set forth in Section 4.16(b).

"Final FCC Order" means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as

to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC's own motion has expired.

"Final Order" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, the implementation or operation or effect of which has not been stayed, and as to which the time to appeal or petition for certiorari, has expired and as to which no appeal or petition for certiorari shall then be pending or in the event that an appeal or writ of certiorari thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, shall have been denied and the time to take any further appeal or petition for certiorari shall have expired.

"GAAP" means United States generally accepted accounting principles or international financial reporting standards, as may be applicable, and as consistently applied.

"Governmental Entity" means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

"Hazardous Material" means all substances or materials regulated as hazardous, toxic, explosive, dangerous, flammable or radioactive under any Environmental Law including, but not limited to: (i) petroleum, asbestos, or polychlorinated biphenyls; and (ii) all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan.

"Historical Financial Statements" has the meaning set forth in Section 4.2(b).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

"Inc. Expense Reimbursement" has the meaning set forth in the Expense Reimbursement Order.

"Inc. Facility Credit Agreement" means the Credit Agreement dated as of July 1, 2011 (as amended as of August 23, 2011 and March 15, 2012) among LightSquared Inc., One Dot Six Corp, One Dot Four Corp., One Dot Six TVCC Corp., US Bank, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as such agreement has been modified to date, as well as any other documents entered into in connection therewith.

"Inc. Facility – One Dot Six Guaranty Claims" has the meaning set forth in the Plan.

"Indebtedness" means, at any time and with respect to any Person: (i) all indebtedness of such Person for borrowed money; (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than trade payables, other expense accruals

and deferred compensation items arising in the ordinary course of business, consistent with past practice); (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person's liability remains contingent); (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (v) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities; (vii) all Indebtedness of others referred to in clauses (i) through (vi) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (A) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (B) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness, (C) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or (D) otherwise to assure a creditor against loss in respect of such Indebtedness and (E) all Indebtedness referred to in clauses (A) through (D) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Instrument of Assumption" means the instrument of assumption substantially in the form attached as Exhibit B hereto.

"Intellectual Property" means Trademarks; Patents; Copyrights; Software; rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; inventions (whether or not patentable), discoveries, improvements, ideas, know-how, formulae, methodologies, research and development, business methods, processes, technology, interpretive code or source code, object or executable code, libraries, development documentation, compilers (other than commercially available compilers), programming tools, drawings, specifications and data, and applications or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions; trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; database rights; Internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; all rights under agreements relating to the foregoing; all books and records pertaining to the foregoing, and claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; in each case used in or necessary for the conduct of Seller's businesses as currently conducted or contemplated to be conducted.

"Intellectual Property Instruments" means instruments of Transfer, in form suitable for recording in the appropriate office or bureau, effecting the Transfer of the Copyrights, Trademarks and Patents owned or held by Seller.

"Intercompany Receivables" means any and all amounts that are owed by any direct or indirect Subsidiary or Affiliate of Seller to Seller, in each case pursuant to bona fide obligations, and all claims relating thereto or arising therefrom; other than claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller's satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims.

"Interests" means all liens, claims, interests, encumbrances, rights, remedies, restrictions, liabilities and contractual commitments of any kind or nature whatsoever, whether arising before or after the petition date in the Bankruptcy Cases, whether at law or in equity.

"Investment" means shares of stock (other than shares of stock in Subsidiaries), notes, bonds, debentures, options and other securities but not including Cash and Cash Equivalents.

"IRS" means the United States Internal Revenue Service.

"Knowledge" as applied to Seller, means the actual knowledge of each person listed on Section 9.15 of the Disclosure Letter, after due inquiry; and "knowledge" as applied to Purchaser, means the actual knowledge of each person listed in Section 9.15 of the Purchaser Disclosure Letter, after due inquiry.

"Leased Real Property" means the leasehold interests held by Seller under the Real Property Leases.

"License Agreements" has the meaning set forth in Section 4.7(b).

"Lien" means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Material Adverse Effect" means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or condition (financial or otherwise) of the Business or the Acquired Assets or (ii) a material adverse effect on the ability of Seller to consummate the Transactions; provided that the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect: (A) changes in general economic conditions or

securities or financial markets in general that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (B) changes in the industry in which Seller operates and that do not specifically relate to, or have a disproportionate effect on, the Business (relative to the effect on other Persons operating in the same industry as Seller), (C) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (D) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (E) changes to the extent resulting from the announcement or the existence of, or compliance with, this Agreement and the Transactions (including without limitation any lawsuit related thereto), the impact on relationships with suppliers, customers or others and any action or anticipated action by the FCC as a result of this Agreement and/or the Transactions, (F) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller) and (G) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

"Material Contract" has the meaning set forth in Section 4.8.

"NOAA" means the National Oceanic Atmospheric Administration.

"NOAA Spectrum" means nationwide spectrum rights for 5 MHz in the 1675-1680 MHz band authorized by the FCC

"Nonassignable Asset" has the meaning set forth in Section 3.4.

"Nonassignable Designated Contract" has the meaning set forth in Section 6.12.

"Non-Assumed Liabilities" has the meaning set forth in Section 2.4.

"Other Secured Claims" has the meaning set forth in the Plan.

"Owned Intellectual Property" has the meaning set forth in Section 4.7(e).

"Patents" means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

"Permits" means permits, certificates, licenses, filings, approvals and other authorizations of any Governmental Entity.

"Permitted Liens" means (i) zoning laws and other land use restrictions that do not materially impair the present use or occupancy of the property subject thereto, (ii) any statutory Liens imposed by law for material Taxes that are not yet due and payable, or that Seller is contesting in good faith in proper proceedings and which are set forth on Section 9.15 of the Disclosure Letter, (iii) any mechanics', workmen's, repairmen's, warehousemen's, carriers' or

other similar Liens arising in the ordinary course of business, consistent with past practice or being contested in good faith, (iv) with respect to any Real Property, any defects, easement rights of way, restrictions, covenants, claims or other similar charges, that would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on the use, title, value, intended use or possession of such Real Property, and (v) any Liens imposed by the DIP Credit Agreement or the Inc. Facility Credit Agreement in accordance with the terms thereof, which Liens shall be released at Closing.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or other entity.

"Plan" has the meaning set forth in the recitals hereof.

"Priority Non-Tax Claims" has the meaning set forth in the Plan.

"Priority Tax Claims" has the meaning set forth in the Plan.

"Purchase Price" has the meaning set forth in Section 2.5(a).

"Purchaser" has the meaning set forth in the preamble hereof.

"Purchaser Disclosure Letter" means the disclosure letter of even date herewith prepared and signed by Purchaser and delivered to Seller simultaneously with the execution hereof.

"Purchaser Material Adverse Effect" means a material adverse effect on the business, assets, operations, results of operations or financial condition of Purchaser or on Purchaser's ability to consummate the Transactions or which delays Purchaser's ability to consummate the Transactions in any material respect.

"Real Property" means all real property that is owned or used by Seller or that is reflected as an Asset of Seller on the Balance Sheet.

"Real Property Leases" means the real property leases to which Seller is a party as described in Section 4.3(c).

"Regulatory Approvals" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early termination authorizations, clearances or written confirmation of no intention to initiate legal proceedings from Governmental Entities as required and as set out in Section 4.6 of the Disclosure Letter.

"Release" has the meaning set forth in Section 3.2(a)(ii).

"Retained Assets" has the meaning set forth in Section 2.2.

"Seller" has the meaning set forth in the preamble hereof.

"Seller Liabilities" means all Indebtedness, Claims, Liens, demands, expenses, commitments and obligations (whether accrued or not, known or unknown, disclosed or undisclosed, matured or unmatured, fixed or contingent, asserted or unasserted, liquidated or unliquidated, arising prior to, at or after the commencement of the Bankruptcy Cases) of or against Seller or any of the Acquired Assets.

"Seller Permits" has the meaning set forth in Section 4.12(c).

"Software" means any and all (i) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code or object code form, (ii) computerized databases and compilations, including any and all data and collections of data, and (iii) all documentation, including user manuals and training materials, relating to any of the foregoing.

"Solvent" has the meaning set forth in Section 5.11.

"Spectrum" means those certain spectrum rights in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

"Spectrum Lease Agreement" means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007; (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007.

"Spectrum Lease Arrangement" means the long term de facto transfer lease of the Spectrum from OP LLC to Seller assigned Lease ID L000007295 by the FCC.

"Spectrum Sublease Agreement" means the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

"Straddle Period Property Tax" has the meaning set forth in Section 6.9(c).

"Subsidiary" means, with respect to any Person, any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (a) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by such Person or (b) with respect to which such Person possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management.

"Substantial Service Deadline" means October 1, 2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

"Successful Bid" has the meaning set forth in the Bid Procedures Order.

"Successful Bidder" has the meaning set forth in the Bid Procedures Order.

"Tax" or "Taxes" means any and all United States federal, state, local or non-United States federal, provincial or municipal taxes, fees, levies, duties, tariffs, imposts, and other similar charges on or with respect to net income, alternative or add-on minimum, gross income, gross receipts, sales, use, *ad valorem*, franchise, capital, paid-up capital, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, customs duties, value added or other tax, including Transfer Taxes, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Entity responsible for the imposition of any such tax.

"Tax Authority" means any Governmental Entity with responsibility for, and competent to impose, collect or administer, any form of Tax.

"Tax Return" means any return, claim, election, information return, declaration, report, statement, schedule, or other document made, prepared, filed or required to be made, prepared or filed in respect of Taxes and amended Tax Returns and claims for refund.

"Termination Date" has the meaning set forth in Section 8.1(c).

"Third Party" means any Person other than Seller, Purchaser or any of their respective Affiliates.

"Trademarks" means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

"Transactions" means all the transactions provided for or contemplated by this Agreement and/or the Ancillary Agreements.

"Transfer" means sell, convey, assign, transfer and deliver, and "Transferable" shall have a corollary meaning.

"Transfer Taxes" means all goods and services, harmonized sales, excise, sales, use, transfer, stamp, stamp duty, recording, value added, gross receipts, documentary, filing, and all other similar Taxes or duties, fees or other like charges, however denominated (including any real property transfer taxes and conveyance and recording fees and notarial fees), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the Transactions, regardless of whether the Governmental Entity seeks to collect the Transfer Tax from Seller or Purchaser.

"Transition Services Agreement" means the Transition Services Agreement to be executed at Closing by and between Seller, Purchaser, and the LP entities in the form attached hereto as Exhibit C.

"Unaudited Financial Statements" has the meaning set forth in Section 4.2(b).

"Wind Down Reserve" has the meaning set forth in the Plan.

Section 9.16 Bulk Transfer Notices. The Confirmation Order shall provide either that (a) Seller has complied with the requirements of any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) or (ii) compliance with any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) is not necessary or appropriate under the circumstances.

Section 9.17 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Seller shall have any liability for any obligations or liabilities of Seller under this Agreement or the Ancillary Agreements of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

Section 9.18 Interpretation.

(a) When a reference is made in this Agreement to a Section, Article, subsection, paragraph, item or Exhibit, such reference shall be to a Section, Article, subsection, paragraph, item or Exhibit of this Agreement unless clearly indicated to the contrary.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(c) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party's predecessors, successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) References to $ are to United States Dollars.

(h) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(i) All references to the ordinary course of business or practice of Seller means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, recognizing that Seller has filed the Bankruptcy Cases.

[Remainder of page intentionally left blank**]**

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

SELLER:

ONE DOT SIX CORP.

By: _____
Name:
Title:

PURCHASER:

MAST SPECTRUM ACQUISITION COMPANY LLC

By: _____
Name:
Title:

Exhibit A

Form of Bill of Sale

Exhibit B

Form of Instrument of Assumption

Exhibit C
Form of Transition Services Agreement

Exhibit D
Form of Release

EXHIBIT 4

Marked Version of Purchase Agreement Reflecting Changes to the Version Filed on October 7, 2013

PURCHASE AGREEMENT

by and between

ONE DOT SIX CORP.

and

MAST SPECTRUM ACQUISITION COMPANY LLC

dated as of [●], ~~2013~~2014

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EXHIBITS

[1] Draft to be provided at a later date.

[2] Draft to be provided at a later date.

[3] Draft to be provided at a later date.

[4] Draft to be provided at a later date.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

PURCHASE AGREEMENT

This Purchase Agreement, dated as of **[●]**, ~~2013~~2014, is made and entered into by and among One Dot Six Corp., a Delaware corporation ("Seller"), and MAST Spectrum Acquisition Company LLC, a Delaware limited liability company ("Purchaser").

RECITALS

WHEREAS, pursuant to the Spectrum Lease Arrangement, Seller holds certain rights to operate a wireless network using spectrum in the 1670-1675 MHz band (the "Business");

WHEREAS, on May 14, 2012, LightSquared Inc., a Delaware corporation, and certain of its affiliates, including Seller, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which cases are being jointly administered under Case No. 12-12080 (such cases, including the cases of the Seller and its non-Seller affiliates, the "Bankruptcy Cases");

WHEREAS, on August 30, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the ***Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code*** ~~and on~~. On October 7, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the ~~***First***~~***Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code***. On January 21, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the ***First Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code*** and on August 19, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the ***Second*** ***Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code*** (collectively, as amended, modified and/or supplemented, the "Plan").

WHEREAS, Purchaser desires to purchase and acquire from Seller certain assets and rights used in the operation of the Business, and Seller desires to sell, convey, assign and transfer such assets and rights to Purchaser, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(4), 1129 and 1142(b) of the Bankruptcy Code; and

WHEREAS, Seller desires to assign to Purchaser, and Purchaser desires to assume from Seller, certain liabilities, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(2), 1129 and 1142(b) of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.

DEFINITIONS

The terms defined or referenced in Section 9.15, whenever used herein, shall have the respective meanings set forth therein for all purposes of this Agreement.

ARTICLE II.

PURCHASE AND SALE OF ASSETS

Section 2.1 Sale and Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall unconditionally Transfer to Purchaser and/or one or more of Purchaser's Affiliates or Subsidiaries, as designated by Purchaser, and Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, shall purchase, acquire, assume and accept from Seller, free and clear of all Seller Liabilities, and Interests (except for Liens in favor of Purchaser and any Permitted Liens and Assumed Liabilities), all of Seller's right, title and interest in and to all of its Assets, other than the Retained Assets (collectively, the "Acquired Assets"), including (except as listed in Section 2.2):

(a) all Intellectual Property of Seller, including the items listed on Section 4.7(a) and Section 4.7(b) of the Disclosure Letter;

(b) all Contracts, including the Spectrum Lease Agreement, set forth on Section 2.1(b) of the Disclosure Letter (which Purchaser has the right to revise in its discretion in accordance with Section 6.10 hereof (collectively, the "Designated Contracts"));

(c) all Real Property and personal property used or held for use in the Business, including the Leased Real Property (to the extent the applicable lease is a Designated Contract), all easements and rights of way and all buildings, fixtures and improvements erected on the Real Property;

(d) all books, files, data, customer and supplier lists, cost and pricing information, business plans, quality control records and manuals, blueprints, research and development files to the extent the Transfer of such items is permitted under Applicable Law and related books and records for the Acquired Assets;

(e) all computer systems, computer hardware and Software used or held for use in the Business;

(f) all inventory, supplies, finished goods, works in process, goods-in-transit, packaging materials and other consumables used or held for use in the Business;

(g) all transferable Permits of Seller and rights conferred upon that Seller thereby, including all Permits issued by the FCC listed on Section 2.1(g) of the Disclosure Letter;

(h) subject to the FCC Consent, Seller's right, title and interest to use the Spectrum as provided in the Spectrum Lease Agreement;

(i) all machinery, vehicles, tools, equipment, furnishings, office equipment, fixtures, furniture, spare parts and other fixed Assets which are owned by Seller (and Seller's right, title and interest in any leases relating to the same to the extent the applicable lease is a Designated Contract), including all of Seller's right, title and interest in or to all ground infrastructure, towers, transmission lines, antennas, microwave facilities, transmitters and related equipment (all of the foregoing, collectively, "Equipment");

(j) all advertising or promotional materials of Seller;

(k) all manufacturer's warranties to the extent related to the Acquired Assets and all claims under such warranties;

(l) to the extent Transferable under Applicable Law, all rights to the telephone numbers (and related directory listings), Internet domain names, Internet sites and other electronic addresses used by, assigned or allocated to Seller;

(m) all prepaid expenses (excluding prepaid Taxes) of Seller relating to any portion of the Acquired Assets;

(n) all Investments and any and all Cash and Cash Equivalents of Seller;

(o) all Cash and Cash Equivalents held in any security deposits, earnest deposits, customer deposits and other deposits and all other forms of security, in each case, deposited by a Third Party with Seller for the performance of a contract or agreement which otherwise constitutes a portion of the Acquired Assets;

(p) all rights of every nature and description under or arising out of insurance policies to the extent unexpired as of the Closing Date other than (i) policies relating to the liability of Seller's directors and officers and (ii) policies to the extent they relate to any Retained Assets;

(q) all Accounts Receivable and Intercompany Receivables, whether or not reflected on the books of Seller, as of the Closing Date;

(r) customer relationships, goodwill and all other intangible assets relating to, symbolized by or associated with the Business;

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(s) all other rights of Seller in the Assets owned by Seller necessary to or utilized in the operation of the Business as it is presently conducted or contemplated to be conducted, other than the Retained Assets; ~~and~~

(t) all rights, privileges, claims, demands, choses in action, prepayments, deposits, refunds, indemnification rights, warranty claims, offsets and other claims of Seller against Third Parties ("Actions") relating to the Acquired Assets set forth in clauses (a) through (t) of this Section 2.1, including all Avoidance Actions~~.~~; and

(u) all Actions of Seller against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

Section 2.2 Retained Assets. Notwithstanding anything in this Agreement to the contrary, the Acquired Assets shall not include the Assets which are to be retained by Seller and not Transferred to Purchaser (collectively, the "Retained Assets"), which shall be limited to the following:

(a) all rights of Seller in and to all Contracts other than the Designated Contracts;

(b) all losses, loss carryforwards and rights to receive refunds, and credits with respect to any and all Taxes of Seller (and/or of any of its Affiliates);

(c) all Tax Returns of Seller;

(d) all books and records that Seller is required by Applicable Law to retain to the extent they relate exclusively to the Retained Assets or the Non-Assumed Liabilities;

(e) customer relationships, goodwill and other intangible assets relating to, symbolized by or associated exclusively with the Retained Assets;

(f) any directors and officers liability insurance policies of Seller and any claims thereunder and the rights of Seller thereunder and any proceeds thereof;

(g) all documents and other materials covered by attorney-client privilege or another similar privilege;

(h) all equity interests in Seller, and all equity interests held by Seller in any Subsidiary or any other Person, including all shares of capital stock (whether or not held in treasury), membership interests, or partnership interests;

(i) all rights and claims of Seller with respect to those Assets listed in Section 2.2(i) of the Disclosure Letter which shall include claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller's satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims;

(j) all right and claims of Seller arising under this Agreement and the Ancillary Agreements; and

(k) the Avoidance Actions and all other Actions exclusively related to the Retained Assets set forth in clauses (a) through (j) of this Section 2.2.

Section 2.3 Assumption of Liabilities.

(a) On the Closing Date, Purchaser shall (or shall cause its designated Subsidiaries and/or Affiliates to) assume, and become solely and exclusively liable for, the following liabilities of Seller and no others (collectively, the "Assumed Liabilities"): (i) all liabilities and obligations of Seller under the Designated Contracts[5] to the extent arising exclusively from and after the Closing Date, (ii) any and all Cure Costs, (iii) any other liabilities and obligations that are specifically designated by Purchaser in writing on or prior to the Closing Date, and (iv) all liabilities relating to, or arising in respect of the Acquired Assets accruing, arising out of or relating to the operation of the Business or the Acquired Assets exclusively from and after the Closing Date.

(b) Nothing contained in this Agreement shall require Purchaser or any of its Affiliates to pay, perform or discharge any Assumed Liability so long as it shall in good faith contest or cause to be contested the amount or validity thereof.

(c) Nothing contained in this Section 2.3 or in any Instrument of Assumption or similar instrument, agreement or document executed by Purchaser at the Closing shall release or relieve Purchaser or Seller from its representations, warranties, covenants and agreements contained in this Agreement or any Ancillary Agreement or any certificate, schedule, instrument, agreement or document executed pursuant hereto or in connection herewith.

Section 2.4 Non-Assumed Liabilities. Notwithstanding anything in this Agreement to the contrary, and except as required by Applicable Law, Purchaser shall not assume, and shall be deemed not to have assumed, any Seller Liabilities or any obligations or liabilities of any of its Subsidiaries or Affiliates or the Business, other than the Assumed Liabilities specified in Section 2.3(a) (collectively, the "Non-Assumed Liabilities"). For purposes of clarity, each of (a) any liabilities or obligations of Seller with respect to Taxes with respect to Seller, the Business, or the Acquired Assets (except as provided in Section 6.9), and (b) other claims (including Taxes) against or relating to any of the Acquired Assets, Assumed Liabilities and/or the Business arising on or prior to the Closing Date, shall be Non-Assumed Liabilities.

[5] NTD: A schedule of Cure Costs for all Designated Contracts should be provided for Purchaser review.

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Section 2.5 The Purchase Price.

(a) Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Acquired Assets pursuant to the terms hereof, Purchaser shall (i) assume from Seller and become obligated to pay, perform and discharge, when due, the Assumed Liabilities; (ii) pay to Seller an amount in cash equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve and (iii) pay to Seller an amount equal to ~~($_____)[6]~~ the DIP Claims on the date of execution of this Agreement plus $1.00 of the Inc. Facility-One Dot Six Guaranty Claims (the "Credit Bid Purchase Price") which Purchaser shall pay and deliver at the Closing in accordance with Section 2.5(b) ((i), (ii) and (iii), collectively, the "Purchase Price").

(b) Payment of Purchase Price. The Purchase Price shall be payable, as determined by Purchaser as:

(i) cash (the "Cash Consideration") in an amount equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve; provided that, contemporaneous with the Closing, all Cash and Cash Equivalents on the balance sheet of the Seller shall be used to satisfy or pay down to the extent of such Cash and Cash Equivalents, Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims and Wind Down Reserve and any other part of the Cash Consideration.

(ii) the assumption by Purchaser or its Designee of the Assumed Liabilities from Seller, including the assumption of the obligation to pay to the applicable counterparties of the applicable Designated Contracts the Cure Costs payable by Purchaser under Section 6.11; and

(iii) the Credit Bid Purchase Price through a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement of all or a portion (as determined by Purchaser) of the DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims under Section 363(k) and 1129(b) of the Bankruptcy Code.

[6] ~~NTD: Such amount initially will be an amount equal to the amount of the DIP Claims on the date of execution of this Agreement plus $1.00 of the Inc. Facility-One Dot Six Guaranty Claims. For the avoidance of doubt, Purchaser shall have the right at the auction to increase its Purchase Price whether through bidding additional amounts of obligations under the Inc. Facility Credit Agreement or by the payment of additional cash consideration.~~

(c) Allocation of Purchase Price. Within sixty (60) days of the Closing Date, Purchaser shall prepare and deliver, or have prepared and delivered, to Seller a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder and upon reasonable consultation with Seller, and with Seller's consent, which consent shall not be unreasonably withheld or delayed (such statement, the "Allocation Statement"). The parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 and all other Tax Returns, and shall not voluntarily take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Seller or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Seller or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this section. Except as otherwise required by Applicable Law or pursuant to a "determination" under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article II of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 2.5(c); and (ii) neither party (nor any of its Affiliates) will take any position inconsistent with this Section 2.5(c) in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Acquired Assets or the allocation of the value of the Acquired Assets in any plan of reorganization or liquidation that may be proposed.

Section 2.6 Sale Free and Clear. Seller acknowledges and agrees and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Seller Liabilities and Interests (other than those Liens in favor of Purchaser created under this Agreement and/or any Ancillary Agreement, the Permitted Liens, if any, and Assumed Liabilities) of, against or created by Seller or its bankruptcy estate, to the fullest extent permitted by Section 1123 of the Bankruptcy Code and other Applicable Law, shall be fully released from and with respect to the Acquired Assets and thereupon shall attach to the Purchase Price with the same force, effect, validity, enforceability, and priority as such Seller Liabilities and Interests had attached to the Acquired Assets as of the Closing Date. On the Closing Date in accordance with Section 3.1(b) of this Agreement, the Acquired Assets shall be Transferred to Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, to the fullest extent permitted by Section 1123 of the Bankruptcy Code, free and clear of all Seller Liabilities and Interests, any rights of first refusal or offer, other than the Permitted Liens, if any, and the Assumed Liabilities.

Section 2.7 Assignment to Affiliates of Purchaser. Prior to the Closing, Purchaser shall have the right to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the

Assumed Liabilities, in each case, to one or more Affiliates or Subsidiaries of Purchaser (each, a "Designee") by providing written notice to Seller and each such Designee shall be deemed to be a Purchaser for all purposes hereunder and under the Ancillary Agreements, except that no such assignment shall relieve Purchaser of any of its obligations hereunder or delay consummation of the Closing.

ARTICLE III.

CLOSING

Section 3.1 Closing.

(a) Upon the terms and subject to the conditions of this Agreement, the Closing shall take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, at 10:00 a.m., New York time as specified below, unless another date, time and/or place is agreed in writing by each of the parties hereto.

(b) The Closing shall occur on or before the date (the "Closing Date") that is not later than the fifth Business Day following the satisfaction and/or waiver of all conditions to the Closing as set forth in Article VII (other than conditions which by their nature can be satisfied only at the Closing).

(c) Seller will retain ***de facto*** and ***de jure*** ownership, direction and control (within the meaning of the Communications Laws), of the Acquired Assets, including, for the avoidance of doubt of the rights to use the Spectrum leased to Seller pursuant to the Spectrum Lease Arrangement, until the Closing has occurred.

Section 3.2 Deliveries by Seller.

(a) At the Closing, Seller shall deliver or cause to be delivered to Purchaser (unless previously delivered) each of the following:

(i) the officers' certificate referred to in Section 7.1(j);

(ii) a duly executed release (the "Release") substantially in the form attached as Exhibit D hereto[~~76~~ 76];

[~~76~~ 76] NTD: Such Release shall provide that the Purchaser and its Affiliates and Subsidiaries (collectively, the "Released Parties") are deemed released and discharged by Seller from any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of Seller, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereinafter arising, in law, equity or otherwise, that Seller would have been legally entitled to assert in its own right or on behalf of another entity, based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Closing Date, other than (i) arising under this Agreement or (ii) relating to any act or omission of a Released Party that constitutes gross negligence, fraud or willful misconduct, as determined by a Final Order.

(iii) a duly executed Transition Services Agreement[87];

(iv) a certified copy of the Confirmation Order;

(v) a copy of the FCC Consent;

(vi) the duly executed Bill of Sale and duly executed counterparts of each Conveyance Document;

(vii) a duly executed Instrument of Assumption;

(viii) a certification of non-foreign status for Seller in a form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder;

(ix) certified copies of the resolutions of the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(x) originals (or, to the extent originals are not available, copies) of all Designated Contracts (together with all amendments, supplements or modifications thereto);

(xi) all books and records included in the Acquired Assets;

(xii) executed copies of the consents and approvals referred to in Section 7.1(b);

(xiii) written documentation of the FCC extension or renewal of the Spectrum Lease Agreement for an additional ten year term;

(xiv) all other documents required to be delivered by Seller to Purchaser at or prior to the Closing in connection with the Transactions; and

(xv) such other instruments, in form and substance, reasonably satisfactory to the Purchaser, as are necessary to vest in the Purchaser good and marketable title in and to the Acquired Assets in accordance with the provisions hereof.

[87] NTD: Transition Services Agreement coverage is TBD and will address Seller contracts, assets and employees that overlap with those of the LP entities.

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(b) Subject to the provisions of Section 6.12 hereof, nothing contained in this Section 3.2 is intended to nor shall be deemed to require the assignment or novation of, at the Closing, any Nonassignable Designated Contract.

Section 3.3 Deliveries by Purchaser.

(a) At the Closing, Purchaser shall deliver or cause one or more of its Affiliates or Designees to deliver to Seller (unless previously delivered) each of the following:

(i) the Cash Consideration, as provided in Section 2.5(b)(i);

(ii) a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement, as provided in Section 2.5(b)(iii);

(iii) a duly executed Transition Services Agreement;

(iv) certified copies of the resolutions of the ~~[board of directors]~~governing body of Purchaser authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(v) a duly executed Instrument of Assumption; and

(vi) all other documents required to be delivered by Purchaser to Seller at or prior to the Closing in connection with the Transactions.

Section 3.4 Nonassignable Assets. To the extent that any Asset otherwise to be acquired by Purchaser upon the Closing pursuant to Section 2.1 hereof is determined by the Bankruptcy Court to be non-assignable pursuant to section 365(c) of the Bankruptcy Code or is otherwise determined to be non-assignable pursuant to Applicable Law by a court of competent jurisdiction (each, a "Nonassignable Asset"), such Nonassignable Asset shall be held, as of and from the Closing Date, for the benefit and burden of Purchaser and the covenants and obligations thereunder shall be fully performed by Purchaser on Seller's behalf (to the extent such covenants and obligations are Assumed Liabilities) and all rights (to the extent such rights are Acquired Assets) existing thereunder shall be for Purchaser's account. To the extent permitted by Applicable Law, Seller shall take or cause to be taken, at Purchaser's expense, such actions as Purchaser may reasonably request which are required to be taken or appropriate in order to provide Purchaser with the benefits and burdens of the Nonassignable Asset. Seller shall promptly pay over to Purchaser the net amount (after expenses and Taxes of Seller (after taking into account any Tax benefits arising from such payments)) of all payments received by it in respect of all Nonassignable Assets, other than payments received from Purchaser pursuant to this Agreement.

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ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date of this Agreement, except as otherwise stated in this Article IV and except as set forth in the corresponding sections or subsections of the Disclosure Letter delivered by Seller to Purchaser concurrently with the execution and delivery hereof (it being agreed that disclosure of any information in a particular section or subsection of the Disclosure Letter shall be deemed disclosure with respect to any other section or subsection only to the extent that the relevance of such item is readily apparent from such disclosure).

Section 4.1 Organization. Seller has been duly organized and is validly existing in good standing under the laws of its jurisdiction of incorporation or organization, with the requisite power and authority to own its properties and conduct its business as currently conducted or contemplated to be conducted. Seller has been duly qualified as a foreign corporation or organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except to the extent that the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.2 Financial Statements.

(a) The audited consolidated balance sheet as of December 31, 2011 and related consolidated statements of income of LightSquared Inc. (including the notes thereto and including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP's consolidated subsidiaries) for the year ended December 31, 2011, reported on and accompanied by a report from Ernst & Young LLP (the "Audited Financial Statements"), copies of which have heretofore been furnished to Purchaser, were prepared in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such date and the consolidated results of operations and cash flows of LightSquared Inc. for the period then ended.

(b) The unaudited consolidated balance sheet as of June 30, 2013 (the "Balance Sheet") and the related unaudited statements of income of LightSquared Inc. (including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP's consolidated subsidiaries) for the year ended June 30, 2013, and the unaudited consolidated statements of income and cash flow of LightSquared Inc. (including the notes thereto) for the period from January 1, 2013 to June 30, 2013 (collectively, the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Historical Financial Statements"), copies

of which have heretofore been furnished to Purchaser, were prepared in accordance with Seller's internal accounting practices applied consistently with those used in the Audited Financial Statements and in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such dates and the consolidated results of operations and cash flows of LightSquared Inc. for the applicable periods.

Section 4.3 Real and Personal Property.

(a) Seller has good and insurable fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all of its Real Properties constituting Acquired Assets and has good and marketable title to its personal property and Assets constituting Acquired Assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or contemplated to be conducted or to utilize such properties and Assets for their intended purposes. All such Acquired Assets are free and clear of Liens, other than (i) as are described in the consolidated balance sheets included in the Historical Financial Statements or (ii) Permitted Liens.

(b) Seller has complied in all material respects with all obligations under all leases relating to Acquired Assets to which it is a party. All such leases may be assumed or rejected in the Bankruptcy Cases and otherwise are in full force and effect. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Section 4.3(c) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets owned by Seller and the addresses thereof.

(d) Section 4.3(d) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets leased by Seller and the addresses thereof.

(e) As of the date of this Agreement, Seller has not received any written notice of any pending or contemplated condemnation proceeding affecting any of its owned Real Property constituting Acquired Assets or any sale or disposition thereof in lieu of condemnation that remains unresolved.

Section 4.4 Authorization; Enforceability. Subject to the entry of the Confirmation Order, Seller has all requisite corporate power and authority to enter into, execute and deliver this Agreement and the Ancillary Agreements to which it is or is to be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and each of the Ancillary Agreements to which it is or is to be a party, and the consummation by Seller of the Transactions, have been duly

authorized by all necessary corporate action on the part of Seller. The Board of Directors of Seller has resolved to recommend that the Bankruptcy Court approve this Agreement, the Ancillary Agreements and the Transactions. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Seller is to be a party, will be, duly and validly executed and delivered by Seller and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Purchaser, and each of the other parties hereof and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each of the Ancillary Agreements) the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 4.5 No Conflicts. Except as set forth in Section 4.5 of the Disclosure Letter, subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each other Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of incorporation, certificate of formation or bylaws or similar organizational document of Seller, (b) assuming receipt of all required consents and approvals from Governmental Entities and other Persons in accordance with Section 7.1(b), result in a violation of any Applicable Law or Material Contract, or (c) result in the creation or imposition of any Lien upon or with respect to any Acquired Asset, other than in favor of Purchaser as specified in the Ancillary Agreements and Permitted Liens. Seller is not in violation of its certificate of incorporation, articles of organization or bylaws or similar organizational document (as applicable in each case).

Section 4.6 Consents and Approvals. Except as set forth in Section 4.6 of the Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Seller or any of its properties or any other Person is required for the execution and delivery by Seller of this Agreement and the Ancillary Agreements and performance of and compliance by Seller with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required and (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC

Consent including but not limited to, FCC Consent to the renewal of the FCC License and extension of the Spectrum Lease Agreement.

Section 4.7 Intellectual Property.

(a) Section 4.7(a) of the Disclosure Letter sets forth a complete and accurate list of all (i) United States and non-United States Patents and Patent applications owned by Seller; (ii) United States and non-United States Trademark registrations (including Internet domain registrations), Trademark applications, and material unregistered Trademarks owned by Seller; (iii) United States and non-United States Copyright and mask work registrations, and material unregistered Copyrights owned by Seller; and (iv) material Software (other than readily available commercial software programs having an acquisition price of less than $10,000) that is owned, licensed, leased, by Seller, describing which Software is owned, licensed, or leased, as the case may be, and the applicable owner, licensor or lessor. All of the Intellectual Property set forth in Section 4.7(a) of the Disclosure Letter constitutes Acquired Assets, except as otherwise stated therein.

(b) Section 4.7(b) of the Disclosure Letter sets forth a complete and accurate list of all material Contracts (whether between Seller and Third Parties or inter-corporate) to which Seller is a party or otherwise bound, (i) granting or obtaining any right to use or practice any rights under any Intellectual Property (other than licenses for readily available commercial software programs having an acquisition price of less than $10,000), or (ii) restricting Seller's rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). Each License Agreement constitutes a Designated Contract except as otherwise indicated in Section 4.7(b) of the Disclosure Letter. Seller has not licensed or sublicensed its rights in any material Intellectual Property other than pursuant to the License Agreements.

(c) Seller owns or possesses valid and enforceable rights to use all material Intellectual Property used in the conduct of the Business or as contemplated to be used in the conduct of the Business. All registrations with and applications to Governmental Entities in respect of such Intellectual Property are valid and in full force and effect, have not, except in accordance with the ordinary course practices of Seller, lapsed, expired or been abandoned (subject to the vulnerability of a registration for trademarks to cancellation for lack of use), and are not the subject of any opposition filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry (except as disclosed in Section 4.7(c) of the Disclosure Letter). The consummation of the Transactions will not result in the loss or impairment of any rights to use material Intellectual Property or obligate Purchaser to pay any royalties or other amounts to any third party in excess of the amounts that would have been payable by Seller absent the consummation of the Transactions.

(d) Seller has taken reasonable security measures to protect the confidentiality and value of its trade secrets (or other Intellectual Property for which the value is dependent upon

its confidentiality), and, to the Knowledge of Seller, no such information has been misappropriated or the subject of an unauthorized disclosure.

(e) Except as set forth on Section 4.7(e) of the Disclosure Letter and to the Knowledge of Seller, no present or former Affiliate, Subsidiary, employee, officer or director of Seller, or agent, outside contractor or consultant of Seller, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any material Intellectual Property. Other than with respect to copyrightable works Seller hereby represents to be "works made for hire" within the meaning of Section 101 of the Copyright Act of 1976 owned by Seller or otherwise owned by Seller by virtue of any applicable non-US copyright legislation, to the Knowledge of Seller, Seller has obtained from all individuals who participated in any respect in the invention or authorship of any Intellectual Property created by or for Seller (the "Owned Intellectual Property"), as consultants, as employees of consultants or otherwise, effective waivers of any and all author's, moral and ownership rights of such individuals in the Owned Intellectual Property and written assignments to Seller of all rights with respect thereto. To the Knowledge of Seller, no Affiliate, Subsidiary, officer or employee of Seller is subject to any agreement with any third party that requires such Affiliate, Subsidiary, officer or employee to assign any interest in material Intellectual Property or to keep confidential any trade secrets, proprietary data, customer lists or other business information or that materially restricts such officer or employee from engaging in competitive activities or solicitation of customers.

(f) Seller has not (i) incorporated open source materials into, or combined open source materials with, material Intellectual Property or Software, (ii) distributed open source materials in conjunction with material Intellectual Property or Software, or (iii) used open source materials that create, or purport to create, obligations for Seller with respect to any material Intellectual Property or grant, or purport to grant to any Third Party, rights or immunities under any material Intellectual Property (including, but not limited to, using open source materials that require, as a condition of use, modification and/or distribution that other Software incorporated into, derived from or distributed with such open source materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) redistributable at no charge). Seller has not disclosed, and is not under an obligation to disclose, any material Software in source code form, except to parties that have executed written obligations to preserve the confidentiality of such source code.

(g) Seller has not received any notice that it is in default (or with the giving of notice or lapse of time or both, would be in default) under any contract relating to material Intellectual Property. To the Knowledge of Seller, no Intellectual Property rights of Seller are being infringed by any other Person, except to the extent that such infringement has not had and would not have, individually or in the aggregate, a Material Adverse Effect. The conduct of the Business does not conflict in any respect with any Intellectual Property rights of others, and Seller has not received nor has any Affiliate of Seller received any notice of any claim of infringement or conflict with any such rights of others which has had or would in any such case be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.8 Material Contracts.

(a) Section 4.8(a) of the Disclosure Letter sets forth a complete and accurate list of Contracts that relate to the conduct and operations of the Business or the Acquired Assets (each a "Material Contract"), including (but excluding any Material Contract relating exclusively to LightSquared LP and its consolidated subsidiaries):

(i) any Contract that would be required to be filed by Seller as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Exchange Act, were such law applicable to it;

(ii) any Contract containing covenants that purport to (A) restrict the business activity or ability of Seller to compete (and which, following the consummation of the Transactions, purport to prohibit Seller or Purchaser or its Affiliates from competing) in any business or geographic area or with any Person or limit the freedom of Seller or to solicit any Person, or (B) grant "most favored nation" status to the counterparty following consummation of the Transactions;

(iii) each lease, rental or occupancy agreement, easement, right of way, license, installment and conditional sale agreement, and other contract affecting Seller's ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate payments of less than $100,000 and with terms of less than one (1) year);

(iv) each joint venture, partnership, and other Contract involving a sharing of profits, losses, costs or liabilities by Seller with any other Person,

(v) each Contract providing for capital expenditures by Seller or with remaining obligations in excess of $100,000 and which relates to the Acquired Assets;

(vi) each Contract under which Seller has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) Indebtedness or under which Seller has imposed (or may impose) a security interest or other Lien upon any Acquired Assets to secure Indebtedness;

(vii) each consulting or other Contract of Seller involving compensation for services rendered or to be rendered, in each case involving payments of more than $100,000 per year or $200,000 in the aggregate;

(viii) each Contract to which a Governmental Entity is a party;

(ix) each Contract granting Seller any rights in the use of radio frequencies for each satellite or terrestrial use, including but not limited to the Spectrum Lease Agreement;

(x) each mobile communications services Contract of Seller;

(xi) each Contract related to the siting, buildout, and servicing of any mobile communications service network to be operated by Seller pursuant to the Spectrum Lease Arrangement and the Communications Laws;

(xii) each Contract or other agreement that materially affects Seller's access to, or manner of use of, radio frequencies including, without limitation, agreements materially affecting the design of Seller's mobile communications services and related Equipment;

(xiii) each license agreement or distributor, dealer, sales representative or other sales agency Contract of Seller involving annual payments under such agreement or Contract in excess of $50,000 per year or $100,000 in the aggregate; and

(xiv) each amendment, supplement, or modification (whether oral or written) in respect of any of the foregoing, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases (or any other action taken by Seller or any of its Affiliates during the Bankruptcy Cases), each Material Contract is in full force and effect and, to the Knowledge of Seller, there are no material defaults thereunder on the part of any other party thereto which are not subject to an automatic stay. Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases, Seller is not in default in any material respect in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any Material Contract to which it is a party or by which it or its property is bound which are not subject to an automatic stay.

(b) Seller is not subject to any oral agreements that if binding would be Material Contracts.

Section 4.9 Absence of Certain Developments. Except as set forth in Section 4.9 of the Disclosure Letter, since December 31, 2011, (i) Seller has not suffered any change or development which has had or would be reasonably likely to have a Material Adverse Effect and (ii) Seller has not Transferred ownership of any of its Assets to any of its Subsidiaries or Affiliates.

Section 4.10 No Undisclosed Liabilities. Except (a) as disclosed or reflected in the most recent balance sheet included in the Historical Financial

Statements, (b) as incurred in the ordinary course of business consistent with past practice, (c) professional fees and expenses accrued in the Bankruptcy Cases; and (d) obligations due under the DIP Credit Agreement, Seller has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) that are or would reasonably be expected to be, individually or in the aggregate, material in relation to the total liabilities reported in the most recent balance sheet included in the Historical Financial Statements.

Section 4.11 Litigation. Except for the Bankruptcy Cases and as set forth in Section 4.11 of the Disclosure Letter, there are no legal, governmental or regulatory actions, suits, proceedings or investigations pending, or to the Knowledge of Seller, threatened to which Seller is or may be a party or to which any property of Seller, any Subsidiary, Affiliate, director or officer of Seller in their capacities as such, or the Business, Assumed Liabilities or Acquired Assets is or may be the subject that, individually or in the aggregate, has had or, if determined adversely to Seller, would reasonably be expected to have a Material Adverse Effect.

Section 4.12 Permits and Compliance with Laws.

(a) Except as set forth in Section 4.12(a) of the Disclosure Letter, Seller is not, nor has been at any time since January 1, 2010, in violation of any Applicable Law except for any such violation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as set forth in Section 4.12(b) of the Disclosure Letter, none of Seller or any of its Affiliates, Subsidiaries, directors or officers have received written notification from any Governmental Entity (i) asserting a violation of any Applicable Law regarding the conduct of the Business; (ii) threatening to revoke any Permit; or (iii) restricting or in any way limiting its operations as currently conducted or contemplated to be conducted, except for notices of violations, revocations or restrictions which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(c) Seller possesses all Permits issued by, and has made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership, lease, use and operation of the Acquired Assets (collectively, the "Seller Permits"). Section 4.12(c) of the Disclosure Letter sets forth a true and correct list of all Seller Permits as presently in effect and a true and correct list of all material pending applications for Permits, that would be Seller Permits if issued or granted and all material pending applications by Seller for modification, extension or renewal of the Seller Permits. Except as set forth in Section 4.12(c) of the Disclosure Letter, all Seller Permits constitute Acquired Assets. Seller has operated the Business in compliance in all material respects with the terms and conditions of the Seller Permits. Seller has not received notice of any revocation or modification of any such Permit nor has any reason to believe that any such Permit will not be renewed in the ordinary course. For purposes of clarity, as used in this Agreement, the term "Permits" shall not include the

FCC License or the Spectrum Lease Arrangement (including the Spectrum Sublease Agreement).

Section 4.13 Taxes.

(a) Seller has timely filed or caused to be filed all United States federal, state, local and non-United States Tax Returns required to have been filed that are material to the Acquired Assets, taken as a whole, and each such Tax Return is true, complete and correct in all material respects.

(b) Seller has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referenced in Section 4.13(a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Closing Date (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which Seller has set aside on its books adequate reserves in accordance with GAAP).

(c) Except as set forth in Section 4.13(c) of the Disclosure Letter to the Knowledge of Seller, there are no material United States federal, state, local or non-United States federal or provincial audits, examinations, investigations or other administrative proceedings or court proceedings that have been commenced or are presently pending, or threatened in writing with regard to any Taxes or Tax Returns with respect to the Acquired Assets. There is no material unresolved dispute or claim concerning any Tax liability with respect to the Acquired Assets either claimed or raised by any Tax Authority in writing.

(d) Seller has not (i) received material written notice of any Tax deficiency outstanding, proposed or assessed against or allocable to Seller, (ii) executed any waiver of any statute of limitations in respect of Taxes, or (iii) agreed to any extension of time with respect to a Tax assessment or deficiency.

(e) Other than Permitted Liens and except as set forth in Section 4.13(e) of the Disclosure Letter, there are no statutory Liens for Taxes upon any of the Acquired Assets or the Business other than Permitted Liens.

(f) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all material Taxes with respect to the Acquired Assets that Seller is (or was) required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable, except to the extent that Purchaser will not have liability following the Closing with respect to any of the foregoing.

(g) Seller is not a party to any Tax allocation or sharing agreement. Seller (i) has not been a member of an affiliated group filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which was LightSquared Inc.) nor (ii) has any liability for the Taxes of any Person (other than another Seller) under Treas. Reg. §1.1502-6

(or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) The unpaid Taxes of Seller (i) did not exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet (rather than in any notes thereto), and (ii) will not exceed that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax Returns.

(i) Seller is not nor has been a party to any ‘‘listed transaction,’’ as defined in Code Section 6707A(c)(2) and Treas. Reg. §1.6011-4(b)(2).

Section 4.14 Employees. Seller has no employees.

Section 4.15 [Reserved].

Section 4.16 Communications Matters.

(a) Seller has been approved by the FCC to be the lessee of the Spectrum pursuant to the Spectrum Lease Arrangement, and has timely submitted all reports and filings required to be filed with the FCC by Seller with respect to the Spectrum Lease Arrangement, all of which are accurate and complete in all material respects. The Spectrum Lease Arrangement and FCC License are the only licenses, permits, authorizations, orders or approvals issued by a Governmental Entity under the Communications Laws necessary for the lawful conduct of the Business as currently contemplated. The Spectrum Lease Arrangement is in full force and effect and, except as set forth in Section 4.16 of the Disclosure Letter, no action or proceeding is pending or, to the Knowledge of Seller, threatened to revoke, suspend, cancel or refuse to renew, extend or modify in any material respect the Spectrum Lease Arrangement, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against Seller or the Spectrum Lease Arrangement (including the Spectrum Sublease Agreement) that could result in any such action. Seller has timely taken all actions required under the Spectrum Lease Agreement to renew or extend the Spectrum Lease Arrangement for a period of ten years. Other than the FCC Consent or as set forth in Section 4.16(a) of the Disclosure Letter, the consent, approval, or authorization by any party is not required for Seller to assign the rights and obligations of Seller under the Spectrum Lease Agreement to Purchasers. Section 4.16(a) of the Disclosure Letter sets forth all of the steps Seller has taken, ~~or~~and will take, to timely and fully satisfy the Substantial Service Deadline in accordance with the Communications Laws.

(b) To the Knowledge of Seller, (i) the license issued to OP LLC for the Spectrum (“FCC License”) is in full force and effect and has not been revoked, suspended, canceled, rescinded, or terminated, or materially adversely modified and has not expired, and is not subject to any conditions except for conditions applicable to wireless licensees generally or as otherwise disclosed on the face of the FCC License, and has been issued for the full term; (ii) OP LLC is operating in compliance with the Communications Laws in all material respects with respect to the FCC License and the Spectrum Sublease Agreement, and has timely

submitted all reports and filings required to be filed with the FCC by OP LLC with respect to the FCC License and the Spectrum Sublease Agreement, all of which are accurate and complete in all material respects; and (iii) there is no action, pending or threatened to revoke, suspend, cancel or refuse to renew or modify in any material respect the FCC License, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against OP LLC or the FCC License that could result in any such action. ~~To the Knowledge of Seller, OP LLC has timely filed, or will timely file, a valid application to renew the FCC License, along with the requires substantial service showing and completion of construction notification, and Seller is not aware of any reason that could reasonably be expected to result in a refusal by the FCC to renew the FCC License for a full term without any conditions (other than those standard to renewals of wireless licenses) in the ordinary course.~~

(c) Except as set forth in Section 4.16(c) of the Disclosure Letter, no other radio communications facility licensed to any Governmental Entity or commercial entity is causing or projected to cause or receiving or projected to receive interference to or from the use of the Spectrum by Seller as authorized in the Spectrum Lease Agreement and FCC License.

Section 4.17 [Reserved].

Section 4.18 Brokers. Except with respect to fees payable to Moelis & Company LLC and except as set forth in Section 4.18 of the Disclosure Letter, Seller is not a party to any contract, agreement or understanding with any Person that would give rise to a valid claim against Purchaser for a brokerage commission, finder's fee or like payment in connection with the Transactions.

Section 4.19 Environmental Matters. Except as disclosed in Section 4.19 of the Disclosure Letter: (a) no written notice, request for information, claim, demand, order, complaint or penalty has been received by Seller, and there are no judicial, administrative or other actions, suits or proceedings pending or, to Seller's Knowledge, threatened, which allege a violation of or liability under any Environmental Laws, in each case relating to Seller or any of the Acquired Assets, (b) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller has all Permits necessary for its operations to comply with all applicable Environmental Laws and is in compliance with the terms of such Permits and with all other applicable Environmental Laws, and (c) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no pollutants, contaminants, wastes, chemicals, materials, substances and constituents of any nature which are subject to regulation or which would reasonably be likely to give rise to liability under any Environmental Law, including Hazardous Material, is located at, in, or under any property currently or formerly owned, operated or leased by Seller that would reasonably be expected to give rise to any liability or obligation of Seller under any Environmental Laws, and no Hazardous Material has been generated, owned or controlled by Seller and has been transported to or released at any

location in a manner that would reasonably be expected to give rise to any liability or obligation on Seller under any Environmental Laws.

Section 4.20 Title to Assets; Sufficiency of Assets.

(a) Except as disclosed in Section 4.20(a) of the Disclosure Letter[98], Seller holds, and subject to the entry of the Confirmation Order, at the Closing shall cause to be delivered to Purchaser, good and valid title to or, in the case of leased or licensed Assets, a valid and binding leasehold interest in or license to or rights under (as the case may be), all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens.

(b) The Acquired Assets include all tangible Assets, intangible Assets and Intellectual Property that are necessary for the conduct of the Business in substantially the same manner as conducted and as contemplated to be conducted by Seller, its Subsidiaries and its Affiliates prior to the commencement of the Bankruptcy Cases, except for the Retained Assets.

(c) The Acquired Assets include all material tangible Assets, intangible Assets and Intellectual Property that are necessary or required for use of the Spectrum by Seller to meet the Substantial Service Deadline. All material items of Equipment (including transmission and reception Equipment) included in the tangible Assets are in good operating condition and repair and are suitable for their intended purposes, subject to normal wear and tear.

(d) Except as disclosed in Section 4.20(d) of the Disclosure Letter, no Assets owned or held by any Affiliate of Seller are used in the operation of the Business.

Section 4.21 Insurance. Section 4.21 of the Disclosure Letter sets forth a true, complete and correct description of all material insurance maintained by or on behalf of Seller as of the date of this Agreement. As of such date, such insurance is in full force and effect.

Section 4.22 Related Party Transactions. Except as set forth on Section 4.22 of the Disclosure Letter, Seller is not a party to any contract or arrangement with any equityholder, officer, director or Affiliate of Seller related to the Acquired Assets or the conduct of the Business.

Section 4.23 No Other Representations or Warranties; Disclosure Letter. Except for the representations and warranties contained in this Article IV (as modified by the Disclosure Letter), neither Seller nor any other Person makes any other express or implied representation or warranty (either written or oral), including any express or implied representation as to the accuracy or

[98] NTD: This schedule will refer to any assets or rights not held by Seller, which will be subject to the Transition Services Agreement.

completeness of any information (either written or oral), with respect to Seller, the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement and any Ancillary Agreement, and Seller disclaims any other representations or warranties, whether made by Seller, its Affiliates or any other Person. It is expressly understood that, except as otherwise expressly provided herein, Purchaser takes the Acquired Assets "as is" and "where is".

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date of this Agreement.

Section 5.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified to do business as a foreign ~~corporation~~limited liability company and is in good standing in each jurisdiction where the nature of the property owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a Purchaser Material Adverse Effect. Purchaser is a U.S. person as defined under the 22 CFR Part 120.15 and is not owned or controlled by foreign persons as defined in 22 CFR Part 122.

Section 5.2 Authorization; Enforceability. Purchaser has all requisite ~~corporate~~limited liability company power and authority to enter into this Agreement and the Ancillary Agreements to which Purchaser is a party. The execution, delivery and performance by Purchaser of this Agreement and each of the Ancillary Agreements to which Purchaser is a party, and the consummation by Purchaser of the Transactions, have been duly authorized by all necessary ~~corporate~~limited liability company action on the part of Purchaser. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Purchaser is to be a party, will be duly and validly executed and delivered by Purchaser and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Seller, and each of the other parties hereto and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each such Ancillary Agreement) the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 5.3 No Conflicts. Subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of ~~incorporation, certificate of~~ formation or ~~bylaws~~limited liability company agreement or similar organizational document of Purchaser or (b) assuming receipt of all required consents and approvals identified in Section 5.4 of the Purchaser Disclosure Letter or otherwise in this Agreement, result in a violation of any law, statute, rule or regulation of any Governmental Entity or any applicable order of any court or any rule, regulation or order of any Governmental Entity applicable to Purchaser or by which any property or asset of Purchaser is bound, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.4 Consents and Approvals. Except as set forth in Section 5.4 of the Purchaser Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Purchaser or any of its properties is required for the execution and delivery by Purchaser of the Agreement and the Ancillary Agreements and performance of and compliance by Purchaser with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required, (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC Consent, including, but not limited to, FCC consent to the extension or renewal ~~of the FCC License and extension~~ of the Spectrum Lease Arrangement, and (d) such other consents, approvals, authorizations, registrations or qualifications the absence of which will not have or would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

Section 5.5 Broker's, Finder's or Similar Fees. Purchaser is not party to any contract, agreement or understanding with any Person for any and there are no brokerage commissions, finder's fees or similar fees or commissions that would give rise to a valid claim against Seller in connection with the Transactions.

Section 5.6 Litigation. There are no legal proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party, which, if adversely determined, would reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.7 Qualifications to Hold Communications Licenses. Purchaser is legally, financially and otherwise qualified under the Communications Laws to be the lessee of the Spectrum as contemplated by this Agreement and to perform its obligations hereunder and thereunder. To the knowledge of Purchaser, no fact or circumstance related to Purchaser exists that would reasonably be expected to unduly prevent or delay, in any material respect, the issuance of the FCC Consent.

Section 5.8 Condition of Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that neither Seller, its Affiliates nor any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in Article IV hereof (as modified by the Disclosure Letter), and Purchaser acknowledges and agrees that, except for the representations and warranties contained herein, the Acquired Assets are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser further represents that neither Seller, its Affiliates nor any other Person has made any representation or warranty, express or implied as to the accuracy or completeness of any information regarding Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement and neither Seller, its Affiliates nor any other Person will have or be subject to liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives of Purchaser's use of, any such information. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation.

Section 5.9 Compliance with Communications Laws. Purchaser is in compliance in all material respects with all relevant Communications Laws. There is no claim, action, suit, investigation, litigation or proceeding regarding Purchaser's compliance with any provision of the Communications Laws, that: (i) is pending before any Governmental Entity; or (ii) to the knowledge of Purchaser, is threatened before any Governmental Entity.

ARTICLE VI.

COVENANTS

Section 6.1 Interim Operations of the Business. From the date of this Agreement through the Closing Date, except as set forth below, Seller covenants and agrees that, except as expressly provided in this Agreement or the Plan, required by Applicable Law or as may be agreed in writing by Purchaser, such agreement not to be unreasonably withheld, conditioned or delayed:

(a) (i) the Business shall be conducted only in the ordinary course consistent with past practice, (ii) subject to prudent management of business needs, Seller shall use

commercially reasonable efforts to preserve intact the Acquired Assets and the business organization of the Business, maintain the existing relations with customers, suppliers, vendors, creditors, business partners and others having business dealings with the Business and (iii) Seller shall pay all working capital (i.e. operating expenditures and capital expenditures) and other ordinary course expenditures of the Business;

(b) Seller shall use commercially reasonable efforts to maintain, preserve and protect all of the Acquired Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business;

(c) Seller shall not (i) modify, amend, reject, waive any rights under or terminate any Designated Contract or (ii) waive, release, compromise, settle or assign any material rights or claims related to any Designated Contract;

(d) Subject to Purchaser's compliance with Section 6.11, Seller shall use its commercially reasonable efforts to, prior to or contemporaneously with confirmation of the Plan, obtain entry of an order from the Bankruptcy Court authorizing Seller to assume, if necessary pursuant to sections 365 and 1123 of the Bankruptcy Code, the Designated Contracts and assign such Designated Contracts to Purchaser;

(e) Seller shall not take or agree to or commit to assist any other Person in taking any action that would reasonably be expected to (i) result in a failure of any of the conditions to the Closing as set forth in Article VII or (ii) impair the ability of Seller or Purchaser to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

(f) Seller shall not, with respect to the Acquired Assets or the Business, make or authorize (i) any change to its accounting principles, methods or practices or (ii) any change to its Tax accounting principles, methods or practices other than, in each case, as required by changes in Applicable Law, or GAAP, or would not reasonably be expected to affect any Tax related to the Acquired Assets after the Closing Date;

(g) Seller shall not grant or execute any power of attorney to or for the benefit of any Person that vests in such Person decision-making authority or the ability to bind Seller with respect to any matter that is in any respect material to Seller, any Acquired Asset or the Business;

(h) Except to the extent provided in the Plan, Seller shall not (i) cause or permit the amendment, restatement or modification of its certificate of incorporation or bylaws, except as otherwise required by Applicable Law, (ii) effect a split or reclassification or other adjustment of any of its equity interests or a recapitalization thereof, (iii) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any of its equity interests or any equity interest of, or similar interest in, a joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (iv) alter, whether through a complete or partial liquidation, dissolution, merger, consolidation,

restructuring, reorganization or in any other manner, its legal structure or ownership or any joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (v) declare, set aside or pay any type of dividend, whether in cash, stock or other property, in respect of any of its equity interests, or repurchase, redeem or otherwise acquire or offer to repurchase, redeem or otherwise acquire any such equity interests, (vi) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of its properties or assets, except for dispositions of obsolete equipment in the ordinary course of business, or (vii) propose, adopt or approve a plan with respect to any of the foregoing;

(i) Seller shall not sell, lease, transfer or otherwise dispose (including through right of use agreements) of any Acquired Assets, other than sales of service contracts or inventory in the ordinary course of business;

(j) Seller shall not, assume, reject or assign any Material Contract other than the assumption and assignment of the Designated Contracts, as contemplated by this Agreement, to Purchaser;

(k) Seller shall, with respect to the Business, file, when due or required, all Tax Returns and other tax returns and other reports required to be filed and pay when due all Taxes, assessments, fees and other charges lawfully levied or assessed against them;

(l) Seller shall not: (i) enter into any new Contracts with respect to any Spectrum leased to Seller pursuant to the Spectrum Lease Agreement; (ii) enter into any new Contracts to accept harmful interference as defined by the FCC in connection with the FCC License or the Spectrum Lease Arrangement; (iii) sell, lease, transfer or otherwise dispose (including through right of use agreements) of any rights to use the Spectrum as provided under the Spectrum Lease Agreement; (iv) fail to maintain in effect the Spectrum Lease Arrangement, including by failing to take any action necessary or required to extend or renew the term of the Spectrum Lease Arrangement and to cooperate with OP LLC to ~~renew the FCC License and~~ satisfy or obtain an extension of the Substantial Compliance Deadline, (v) seek to modify the Spectrum Lease Arrangement, or to cause OP LLC to modify the FCC License, except for the filing and prosecution of the FCC Application ~~and such modifications, which become authorized pursuant to pending applications of Seller as of the date hereof or which are reasonably required in the judgment of Seller in order to maintain the Spectrum Lease Arrangement or the FCC License in full force and effect~~, or (vi) take any action that reasonably could be viewed as jeopardizing Seller's qualifications to lease the Spectrum or that otherwise jeopardizes the FCC License, ~~including renewal of the FCC License~~;

(m) Seller shall promptly notify Purchaser of any communications from the FCC or OP LLC (whether written or oral) relating to the Spectrum, Seller's proposed use of the Spectrum, the FCC License, the Spectrum Lease Agreement, or the Spectrum Lease Arrangement;

(n) Seller shall take all actions necessary or required to (i) fulfill all of Seller's obligations under the Spectrum Lease Agreement and the Spectrum Lease Arrangement; (ii)

comply with any and all applicable requirements of the FCC License and the provisions of the Communications Laws and FCC rules that apply to use of the Spectrum and/or the Spectrum Lease Arrangement~~, including providing OP LLC with all information necessary for it to obtain renewal of the FCC License for the full term~~; (iii) satisfy, or obtain an extension of, the Substantial Compliance Deadline, including but not limited to, the actions listed on Section 4.16(a) of the Disclosure Letter; and (iv) obtain FCC approval to extend the term of the Spectrum Lease Arrangement for a period of an additional ten years~~, including but not limited to notifying the FCC of the intent to renew the Spectrum Lease Arrangement in accordance with Section 1.9035(1) of the FCC's rules; and (v) obtain FCC approval for the renewal of the FCC License for the full term and any applications set forth on Section 6.1(n) of the Disclosure Letter[10]~~.

(o) Seller shall comply with all of the covenants and agreements contained in the DIP Credit Agreement;

(p) Seller shall not enter into any Contract, directly or indirectly, unilaterally or in concert, and whether orally, in writing, formally or informally, to do any of the foregoing or assist or cooperate with any other Person in doing any of the foregoing, or authorize, recommend, propose or announce an intention to do any of the foregoing.

(q) Seller shall provide Buyer with quarterly updates on progress toward meeting the substantial service showing under the FCC License;

(r) Seller shall provide Buyer with monthly updates on the status of discussions with any Government Entity relating to the use and licensing of the NOAA Spectrum, including but not limited to the proposed relocation of NOAA's national weather service radiosonde operations and the size of the exclusion zones imposed on the operation of the NOAA Spectrum to eliminate the potential for interference to NOAA's earth stations;

(s) Seller shall employ commercially reasonable efforts to obtain support from NOAA, FCC, and the National Telecommunications and Information Administration for commercial use of the NOAA Spectrum.

Section 6.2 Access; Confidentiality.

(a) Subject to Section 9.12, from the date hereof until the earlier of (i) termination of this Agreement or (ii) the Closing, Seller will, (x) upon reasonable notice, give Purchaser and its employees, accountants, financial advisors, financing sources, counsel and other representatives reasonable access during normal business hours to the offices, properties, books and records of Seller relating to the Acquired Assets, the Assumed Liabilities, and the Business; (y) furnish to Purchaser such financial and operating data and other information

[10] ~~NTD: This schedule will include, at a minimum, the pending renewal application and pending DIP applications.~~

relating to the Acquired Assets, the Assumed Liabilities, and the Business as may be reasonably requested; and (z) instruct the executive officers and counsel, auditors and financial advisors of Seller to cooperate with Purchaser's employees, accountants, counsel and other representatives; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Seller to disclose information, (1) the disclosure of which to Purchaser would result in the waiver of attorney-client privilege that may be asserted by Seller (that has not already been waived by any of the parties thereto), (2) in violation of any competition or anti-trust laws, (3) that conflicts with any confidentiality obligations to which Seller is bound.

(b) Purchaser shall cooperate with Seller and make available to Seller such documents, books, records or information Transferred to Purchaser and relating to activities of the Business prior to the Closing as Seller may reasonably require after the Closing in connection with any Tax determination or contractual obligations to Third Parties or to defend or prepare for the defense of any claim against Seller or to prosecute or prepare for the prosecution of claims against Third Parties by Seller relating to the conduct of the Business by Seller prior to the Closing or in connection with any governmental investigation of Seller or any of its Affiliates; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Purchaser.

(c) No party shall destroy any files or records which are subject to this Section 6.2 without giving reasonable notice to the other parties, and within 15 days of receipt of such notice, any such other party may cause to be delivered to it the records intended to be destroyed, at such other party's expense.

(d) Following the Closing, Seller shall maintain as confidential and shall not use or disclose (except as required by Applicable Law or as authorized in writing by Purchaser) (i) any information or materials relating to the Business, and (ii) any materials developed by Purchaser or any of its representatives (including its accountants, advisors, environmental, labor, employee benefits and any other consultants, lenders and legal counsel). Except as otherwise permitted and provided above, in the event Seller is required by Applicable Law to disclose any such confidential information, Seller shall promptly notify Purchaser in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with Purchaser in connection with Purchaser's efforts to obtain a protective order (at Purchaser's sole cost and expense) and otherwise preserve the confidentiality of such information consistent with Applicable Law. Information subject to the confidentiality obligations in this Section 6.2(d) does not include any information which (A) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure in breach of this Agreement) or (B) becomes available on a non-confidential basis from a Person who is not known to be bound by a confidentiality agreement with the Purchaser or its Affiliates, or who is not otherwise prohibited from transmitting the information.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Section 6.3 Efforts and Actions to Cause Closing to Occur.

(a) At all times prior to the Closing, upon the terms and subject to the conditions of this Agreement, Seller and Purchaser shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any Applicable Laws) to cause the Closing Date to occur and consummate the Closing and the other Transactions, including the preparation and filing of all forms, registrations and notices required to be filed to cause the Closing Date to occur and to consummate the Closing and the other Transactions and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions, expiration or termination of waiting periods, or waivers by any Third Party or Governmental Entity, including the FCC Consent. In addition, subject to the terms of this Agreement, no party hereto shall take any action after the date hereof that would reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any Governmental Entity or other Person required to be obtained prior to the Closing as applicable; provided, however, that nothing herein shall be construed to prevent, limit, or restrict Purchaser from initiating or participating in any proceeding with any Governmental Entity that either (x) does not specifically pertain to the Spectrum or (y) relates to the use of the Spectrum in conjunction with any other radio frequencies. Each of Purchaser and Seller shall bear its own costs, fees and expenses relating to the obtaining of any approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers referred to in this Section 6.3(a) except that any filing fees associated with the filings related to the FCC Consent, and any fee required to be paid in connection with any filing under the HSR Act or its implementing regulations, shall be paid one half by Purchaser and one half by Seller.

(b) Subject to Applicable Law, from the date hereof through the Closing Date, Seller and Purchaser shall promptly consult with the other with respect to, provide any necessary information with respect to, and provide the other (or its counsel) with copies of, all filings made by such party with any Governmental Entity or any other information supplied by such party to a Governmental Entity in connection with this Agreement and the Transactions. Seller and its Affiliates and Purchaser shall promptly provide the other with copies of any written communication received by it from any Governmental Entity regarding any of the Transactions. If Seller or its Affiliates, on the one hand, and Purchaser or its Affiliates, on the other hand, receives a request for additional information or documentary material from any such Governmental Entity with respect to any of the Transactions, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other, an appropriate response in compliance with such request. To the extent that Transfers, amendments or modifications of Permits are required as a result of the execution of this Agreement or consummation of any of the Transactions, Seller shall use its commercially reasonable efforts to effect such Transfers, amendments or modifications.

(c) In addition to and without limiting the agreements of the parties contained above, Seller and Purchaser shall:

(i) (A) take promptly, but in no event more than ~~twenty~~ten (~~20~~10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining the FCC Consent; (B) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining HSR Act approval; and (C) take promptly, but in no event more than ~~twenty~~ten (~~20~~10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining any other required approvals or consents necessary to consummate the Closing and the Transactions;

(ii) comply at the earliest practicable date with any request for additional information or documentary material received by Seller or Purchaser or any of their Affiliates from the FCC or other Governmental Entity in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to ~~obtain a~~ renew or extend the Spectrum Lease Arrangement or the pending application filed by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;

(iii) cooperate with each other in connection with any filing in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to ~~obtain a~~ renew or extend the Spectrum Lease Arrangement or the pending application filed by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;

(iv) use their respective commercially reasonable efforts to oppose any petitions to deny or other objections that may be filed or otherwise raised before the FCC with respect to the FCC Application and any requests for reconsideration or review of the grant of the FCC Consent, except nothing herein shall obligate either party to participate in any evidentiary hearing before the FCC; provided, however, that none of the parties shall take any action that it knows or should know would adversely affect or delay the grant of FCC Consent;

(v) use commercially reasonable efforts to resolve such objections, if any, as may be asserted in connection with the FCC Application, the FCC Consent or the LightSquared LP application for a FCC license to use the Spectrum or NOAA Spectrum, under any antitrust law or otherwise in connection with any other required approvals or consents;

(vi) advise the other party promptly of any material communication with such party and the FCC, NOAA, the National Telecommunications and

Information Administration, or the Office of Management and Budget in connection with the FCC Application, the FCC Consent, the Spectrum, or the NOAA Spectrum or from any Governmental Entity in connection with any of the Transactions;

(vii) not make any submission or filings, and to the extent permitted by such Governmental Entity, participate in any meetings or any material conversations with Governmental Entities in respect of any required FCC Consent or efforts by LightSquared LP to secure a FCC license to use the Spectrum or NOAA Spectrum, unless the party consults with the other party in advance and gives the other party the opportunity to review drafts of any submissions or filings, and attend and participate in any communications or meetings;

(viii) where a party seeks not to provide the other party with any information under this Section 6.3 on grounds that such information is competitively sensitive, such party will be required to provide the information to the other party's external counsel (except for information that relates to a party's valuation of the transactions contemplated by this Agreement) and such external counsel will not provide the information to its client; and

(ix) cooperate in all proceedings before any Governmental Entity related to the use or conditions of use of the Spectrum, the NOAA Spectrum or any radio frequencies proposed to be used in conjunction with the Spectrum to provide communications services, including without limitation making a joint petition and fully participating in any such proceedings to promote the interests of the Business.

(d) Notwithstanding the foregoing or any other covenant herein contained, nothing in this Agreement shall be deemed to require Purchaser or Seller to (i) commence any litigation against any Person in order to facilitate the consummation of any of the Transactions, except as otherwise set forth in this Section 6.3 hereof; (ii) take or agree to take any other action or agree to any limitation that would reasonably be expected to have a Purchaser Material Adverse Effect on the one hand, or a Material Adverse Effect on the other hand; (iii) agree to sell or hold separate any material assets, businesses, or interest in any material assets or businesses of Purchaser or Seller, or to agree to any material changes or restrictions in the operation of any assets or businesses of Purchaser or Seller; (iv) defend against any litigation brought by any Governmental Entity seeking to prevent the consummation of, or impose limitations on, any of the Transactions, except as otherwise set forth in this Section 6.3 hereof; or (v) participate in an evidentiary hearing before the FCC in order to facilitate the consummation of any of the Transactions.

Section 6.4 Notification of Certain Matters. Seller shall give written notice to Purchaser, and Purchaser shall give written notice to Seller, promptly after becoming aware of (i) the occurrence of any event, which would be likely

to cause any condition set forth in Article VII to be unsatisfied at any time from the date hereof to the Closing Date, (ii) any notice or other communication from (x) any Person alleging that the consent of such Person is or may be required in connection with any of the Transactions or (y) any Governmental Entity in connection with any of the Transactions or (iii) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Seller, the Acquired Assets or the Business that, if pending on the date of this Agreement, would have been required to be disclosed pursuant to Section 4.9 or, if determined adversely to Seller, could materially and adversely affect Seller, the Acquired Assets or the Business and (iv) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Purchaser or any of its Affiliates or Subsidiaries that could impact the Closing or the satisfaction of any condition precedent thereto; provided, however, that the delivery of any notice pursuant to this Section 6.4 shall not limit or otherwise affect the remedies available hereunder to Purchaser.

Section 6.5 Submission for Court Approvals.

(a) Seller agrees that Purchaser is the "~~stalking horse" bidder~~Successful Bidder" for purposes of the purchase and sale of the Acquired Assets as reflected in the Notice of Successful Bidder Under One Dot Six Plan for One Dot Six Assets [Docket No. 1165]. In furtherance thereof and except as consented to in writing by Purchaser, Seller shall not seek any order approving any other Person as the "~~stalking horse" bidder~~Successful Bidder" and shall take all ~~actions~~action consistent with Purchaser's designation as the "~~stalking horse" bidder.~~Successful Bidder." Until entry of the Confirmation Order, Seller shall comply with the provisions of the Bid Procedures Order.

(b) At least five (5) Business Days prior to serving or filing any material motion, application, pleading, schedule, report and other paper (including memoranda, exhibits, supporting affidavits and evidence and other supporting documentation) in its Bankruptcy Cases relating to or affecting the Transactions, including any pleading seeking relief related to the sale, Seller shall provide a draft thereof to Purchaser and its counsel, and provide Purchaser (and its advisors and counsel) with a reasonable opportunity to consult within such period with Seller with respect to any and all such motions, applications, pleadings, schedules, reports and other papers.

(c) Seller shall take all actions reasonably required to assume and assign the Designated Contracts to Purchaser, including taking all actions reasonably required to obtain a Bankruptcy Court order containing a finding that the proposed assumption and assignment of the Designated Contracts to Purchaser satisfies all applicable requirements of section 365 or 1123(b)(2) of the Bankruptcy Code.

(d) Seller shall use commercially reasonable efforts to obtain entry of a Final Order of the Bankruptcy Court pursuant to section 365 or 1123(b)(2) of the Bankruptcy Code, including, without limitation, to determine whether Seller has provided "adequate assurance" to

counterparties to the Designated Contracts within the meaning of, and as required by, sections 365(b) and 365(f) of the Bankruptcy Code.

(e) Promptly upon the execution of this Agreement, Seller shall use commercially reasonable efforts to obtain as soon as possible, but subject to the notice requirements of the Bankruptcy Code and Bankruptcy Rules and the Bankruptcy Court's availability, the requirements of the Bid Procedures Order (and the bidding procedures contained therein), ~~and the Bankruptcy Court's availability,~~ the Bankruptcy Court's entry of the Confirmation Order. The Confirmation Order shall be in form and substance reasonably satisfactory to Purchaser.

(f) If the Confirmation Order shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification modification, vacation, stay, rehearing, reargument or leave to appeal shall be filed with respect to any such order), Seller and Purchaser will cooperate in taking steps to reasonably diligently defend such appeal, petition or motion and use commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

Section 6.6 Debtor Cooperation. Seller and one or more Debtors are party to and have joint obligations under certain of the Designated Contracts (the "Joint Designated Contracts"). Seller shall use its commercially reasonable efforts to cause Sellers obligations to be assigned to Purchaser pursuant to a new separate contract. To the extent that the rights of Seller under any Joint Designated Contract has not been assigned prior to the Closing, this Agreement, then Seller, to the maximum extent permitted by Applicable Law and the Joint Designated Contract, shall act as Purchaser's agent in order to obtain for Purchaser the benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser.~~Section 6.6 [Reserved].~~

Section 6.7 Subsequent Actions. If at any time after the Closing Date, Purchaser or Seller considers or is advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser, its right, title or interest in, to or under any or all of the Acquired Assets or otherwise to carry out this Agreement, including the assumption of the Assumed Liabilities, Purchaser or Seller shall at Purchaser's sole cost and expense, execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances and take and do all such other actions and things as may be requested by the other party in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser or otherwise to carry out this Agreement. For the avoidance of doubt, this Section 6.7 shall survive the Closing.

Section 6.8 Publicity. Prior to the Closing and without limiting or restricting any party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions, no party shall issue any press

release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, disclosure is otherwise required by Applicable Law, the Bankruptcy Code or the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the Securities and Exchange Commission or any stock exchange on which Purchaser lists securities, provided that the party intending to make such release shall use its commercially reasonable efforts consistent with such Applicable Law, the Bankruptcy Code or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

Section 6.9 Tax Matters.

(a) The Purchaser and Seller agree that the Purchase Price is exclusive of any Transfer Taxes. The Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the Transactions provided that if any such Transfer Taxes are required to be collected, remitted or paid by Seller or any other Person, such Transfer Taxes shall be paid by the Purchaser to Seller or such other Person at such time as such Transfer Taxes are required to be paid under Applicable Law.

(b) Purchaser and Seller covenant and agree that they will use their commercially reasonable efforts to obtain an order from the Bankruptcy Court pursuant to section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Seller to Purchaser from any and all Transfer Taxes (as hereinafter defined). To the extent the Transactions or any portion of the Transactions are not exempt from Transfer Taxes under section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall pay all Transfer Taxes in accordance with Section 6.9(a). Purchaser and Seller shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under Applicable Law.

(c) Purchaser and Seller agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Tax Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Seller shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 6.9(c). Purchaser and Seller shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the

Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Seller shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any Tax Authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) Real and personal property Taxes and assessments, and all rents, utilities and other charges, on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (the "Straddle Period Property Tax") shall be prorated on a per diem basis between Purchaser and Seller as of the Closing Date; provided, however, that Seller shall not be responsible for, or benefit from, any increased or decreased assessments on real or personal property resulting from the transactions contemplated hereby. All such prorations of Straddle Period Property Taxes shall be allocated so that items relating to time periods ending on or prior to the Closing Date shall be allocated to Seller and items relating to time periods beginning after the Closing Date shall be allocated to Purchaser. The amount of all such prorations shall be settled and paid on the Closing Date. If any of the rates for the Straddle Period Property Taxes for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date are not established by the Closing Date, the prorations shall be made on the basis of such rates in effect for the preceding taxable period. The apportioned obligations under this Section 6.9(d) shall be timely paid and all applicable filings made in the same manner as set forth for the apportioned Transfer Taxes in Section 6.9(a) and Section 6.9(b).

Section 6.10 Designation Dates; Assumption of Costs and Expenses.[11] On or prior to the date of the hearing with regard to entry of the Confirmation Order, Purchaser shall make its final designations of all Contracts, in accordance with Section 2.1(b) hereof, and may, prior to the Closing Date, revise Section 2.1(b) of the Disclosure Letter to exclude from the definition of Designated Contracts and to include in the definition of Retained Assets, any Contract previously included in the definition of Designated Contracts and not otherwise included in the definition of Retained Assets; provided, that no such final designation or revision shall reduce the amount of the Purchase Price. In the event that Seller enters into any new Contracts relating to the Acquired Assets on or after the date of entry of the Confirmation Order, Purchaser shall have the option, but not any obligation, to add any such Contracts to the definition of Designated Contracts; provided that no such addition shall increase the Purchase Price.

Section 6.11 Prompt Payment of Cure Costs. With respect to each Designated Contract: (a) Seller shall no later than five (5) calendar days after

[11] ~~NTD: Any proposed Purchaser shall be required to provide a definitive list of proposed Designated Contracts to the Seller at the Bid Deadline.~~

~~entry of~~ the ~~Bid Procedures Order~~date hereof, serve each counterparty to a proposed Designated Contract as of such date with notice of the proposed Cure Cost for such Contract and (b) Purchaser shall pay or cause to be paid, as soon as practicable after the Effective Date of the Plan, all amounts (the "Cure Costs") that (i) are required to be paid under section 365(b)(1)(A) or (b)(1)(B) of the Bankruptcy Code in order to assume and assign such contract or (ii) are due pursuant to an order of the Bankruptcy Court as a condition to assuming and assigning such Designated Contract; provided, however, that Cure Costs that are the subject of a bona fide dispute shall be paid within two (2) Business Days of the effectiveness of a settlement or order of the Bankruptcy Court, as the case may be, with respect thereto.

Section 6.12 ~~[~~Completion of Nonassignable Designated Contracts. Seller shall use its commercially reasonable efforts to obtain any consent, approval or amendment, if any, required to novate and/or assign any Designated Contract to be assigned to Purchaser hereunder which the Bankruptcy Court determines is not able to be assumed and assigned under section 365(c) of the Bankruptcy Code or which a court of competent jurisdiction determines is not able to be assumed pursuant to Applicable Law (a "Nonassignable Designated Contract"). Seller shall keep Purchaser reasonably informed from time to time of the status of the foregoing and Purchaser shall cooperate with Seller in this regard. To the extent that the rights of Seller under any Nonassignable Designated Contract, or under any other Acquired Asset to be assigned to Purchaser hereunder, may not be assigned without the consent of a Third Party which has not been obtained prior to the Closing, this Agreement shall not constitute an agreement to assign the same at the Closing, if an attempted assignment would be unlawful. If any such consent has not been obtained or if any attempted assignment would be ineffective or would impair Purchaser's rights under the instrument in question so that Purchaser would not acquire the benefit of all such rights, then Seller, to the maximum extent permitted by Applicable Law and the instrument, shall act as Purchaser's agent in order to obtain for Purchaser the benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser; provided, however, that nothing contemplated by this Section 6.12 shall reduce the amount of the Purchase Price.~~]~~[12]9

Section 6.13 Casualty Loss. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood or

~~12~~9 NTD: This provision is subject to change after analysis of the underlying contracts and consent issues.

other casualty, Seller shall notify Purchaser promptly in writing of such fact, (i) in the case of condemnation or taking, Seller shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire, flood or other casualty, Seller shall assign the insurance proceeds therefrom to Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 6.13 shall not in any way modify Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

Section 6.14 Other Assets. Seller shall cause and shall cause its Affiliates to cause all assets related to the Business which are held by any of the Debtors (other than the Seller) to be transferred to Purchaser without any consideration (and such transferor will be deemed to be Seller for purposes of the representations, warranties and covenants set forth in this Agreement).

Section 6.15 No Violation. Purchaser will not assume ownership or control (whether ***de facto*** or ***de jure***) of the Spectrum Lease Arrangement of Seller hereunder in a manner that violates any Communications Laws of the United States.

ARTICLE VII.

CONDITIONS

Section 7.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

(a) Government Action. There shall be no injunction or restraining order of any Governmental Entity:

(i) prohibiting or imposing any material limitations on Purchaser's ownership or operation (or that of any of its Affiliates) of all or a material portion of its businesses or assets or the Acquired Assets, or compelling Purchaser or any of its Affiliates to dispose of or hold separate any material portion of the Acquired Assets or the business or assets of Purchaser or any of its Subsidiaries;

(ii) restraining or prohibiting the consummation of the Closing or the performance of any of the other Transactions, or imposing upon Purchaser or any of its Subsidiaries any damages or payments that are material;

(iii) imposing material limitations on the ability of Purchaser, its Subsidiaries or its Affiliates, or rendering Purchaser, its Subsidiaries or its Affiliates unable to pay for or purchase a material portion of the Acquired Assets;

(iv) imposing material limitations on the ability of Purchaser effectively to exercise full rights of ownership of the Acquired Assets; or

(v) otherwise having a Material Adverse Effect.

(b) Consents, Approvals and Permits. All consents and approvals of any Person (other than a Governmental Entity) set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained, except in the case of any Nonassignable Designated Contract. All consents and approvals of any Governmental Entity, whether United States federal, state, local or non-United States, required in connection with the consummation of the Closing and the other Transactions, including consents and approvals required in connection with the Designated Contracts set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained. A copy of each such consent or approval referred to in this Section 7.1(b) shall have been provided to Purchaser at or prior to the Closing. All Permits necessary for the operation of the Business included in the Acquired Assets will be Transferred to Purchaser or have been obtained by Purchaser.

(c) Claims of Purchaser. The DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims shall have been Allowed in full by the Bankruptcy Court.

(d) FCC Matters. The FCC Consent shall have been issued and such FCC Consent shall have become a Final FCC Order. The FCC shall have (i) ~~determined, by Final FCC Order, that Seller has satisfied in full, or granted an extension of, satisfactory to Purchaser, the Substantial Compliance Deadline; (ii) granted the renewal of the FCC License and such grant shall have become a Final FCC Order; and (iii)~~ extended or renewed the term of the Spectrum Lease Arrangement ~~and FCC License~~ for an additional ten year period.

(e) Bill of Sale; Conveyance Documents. Seller shall have duly executed and delivered to Purchaser the Bill of Sale, each of the Intellectual Property Instruments and each other Conveyance Document.

(f) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred.

(g) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing any Material Adverse Effect or any facts, events or circumstances that would reasonably be expected to have such a Material Adverse Effect.

(h) Seller's Representations and Warranties. Each of the representations and warranties set forth in Article IV (disregarding all materiality and Material Adverse Effect

qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Material Adverse Effect.

(i) Seller's Performance of Covenants. Seller shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Seller to be performed or complied with by it under this Agreement.

(j) Certificate of Seller's Officers. Purchaser shall have received from Seller a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief Financial Officer, or if no such officers exist, an equivalent officer of Seller, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (a) and (f) through (h) above.

(k) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance satisfactory to Purchaser, which shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner without Purchaser's consent.

(l) Effective Date. The Effective Date of the Plan shall have occurred.

(m) Spectrum Lease Agreement. All consents and approvals (if any) required to be obtained in order to assign the Spectrum Lease Agreement and Spectrum Sublease Agreement from Seller to Purchaser shall have been obtained, and the Spectrum Lease Agreement and Spectrum Sublease Agreement shall be in full force and effect.

(n) Transition Services Agreement. Seller shall have duly executed the Transition Services Agreement.

(o) Tax Certifications. Purchaser shall have received a certification of non-foreign status for Seller in the form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder.

The foregoing conditions in this Section 7.1 are for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, at any time and from time to time in its sole discretion. The failure by Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

Section 7.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the Closing shall be subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(a) Government Action. There shall be no injunction or restraining order of any Governmental Entity in effect restraining or prohibiting the consummation of the Closing or imposing upon Seller any damages or payments that are material.

(b) FCC Matters. The FCC Consent shall have been issued.

(c) Antitrust Approvals. Other than the FCC Consent, all terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any non-United States competition or antitrust authority shall have been obtained for the transactions contemplated by this Agreement.

(d) Representations and Warranties. The representations and warranties of Purchaser set forth in Article V (disregarding all materiality and Purchaser Material Adverse Effect qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

(e) Purchaser's Performance of Covenants. Purchaser shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Purchaser to be performed or complied with by it under this Agreement.

(f) Certificate of Purchaser's Officers. Seller shall have received from Purchaser a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief Financial Officers, or if no such officers exist, an equivalent officer of Purchaser, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (e) and (f) above.

(g) Confirmation Order. The Confirmation Order, in form and substance reasonably satisfactory to Seller, shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner materially adverse to Seller without Seller's consent.

(h) Transition Services Agreement. Purchaser shall have duly executed the Transition Services Agreement.

The foregoing conditions in this Section 7.2 are for the sole benefit of Seller and may be waived by Seller, in whole or in part, at any time and from time to time in its sole discretion. The failure by Seller at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

ARTICLE VIII.

TERMINATION

Section 8.1 Termination. This Agreement may be terminated or abandoned at any time prior to the Closing Date as follows:

(a) By the mutual written consent of Purchaser and Seller;

(b) By either Purchaser or Seller upon written notice given to the other, if the Bankruptcy Court or any other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their commercially reasonable efforts to prevent the entry of and remove), which permanently restrains, enjoins or otherwise prohibits the consummation of the Transactions and such order, decree, ruling or other action shall have become a Final Order;

(c) By either Purchaser or Seller upon written notice given to the other, if the Closing Date shall not have taken place on or before _____[~~13~~10] (the "Termination Date"); provided, however, that if all of the conditions to Closing shall have been satisfied or shall be then capable of being satisfied (other than the conditions set forth in Section 7.1(d), Section 7.1(f) and Section 7.1(l)), the initial Termination Date may be extended by Purchaser from time to time by written notice to Seller for up to an aggregate of 90 additional days, the latest of any of which dates shall thereafter be deemed to be the Termination Date; and

(d) By Seller upon written notice given to Purchaser, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.2 and (ii) is not cured within twenty (20) Business Days after Seller notifies Purchaser of such breach.

(e) By Purchaser upon written notice given to Seller:

(i) if Seller shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.1 and (ii) is not cured within twenty (20) Business Days after Purchaser notifies Seller of such breach;

(ii) if Seller seeks to have the Bankruptcy Court enter an order dismissing the Bankruptcy Case of Seller or converting it to a case under Chapter 7

[~~13~~10] NTD: This date shall be the date that is six months after the date of execution of this Agreement.

of the Bankruptcy Code, or appointing a trustee in its Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of Seller's business (beyond those set forth in section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code section 1106(b), and such order is not reversed or vacated within three Business Days after the entry thereof; or

(iii) if the Bid Procedures Order or the Confirmation Order has been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within thirty Business Days after the entry thereof; provided that Purchaser shall have the right to designate any later date for this purpose in its sole discretion.

(f) by either Purchaser or Seller, if the Sale Hearing has been completed and Purchaser is not determined by the Bankruptcy Court to be the ~~successful bidder~~Successful Bidder;

(g) by either Purchaser or Seller, if the Bankruptcy Court enters any order approving an Alternative Transaction;

(h) by ~~either~~ Purchaser ~~or Seller~~, if the Bankruptcy Court approves any plan of reorganization or plan of liquidation that is not the Plan or does not contemplate the sale of the Acquired Assets to Purchaser on terms consistent with those set forth in this Agreement.

~~For the avoidance of doubt, Purchaser shall be required to act as the Back-Up Bidder in any auction for the Acquired Assets.~~

~~Notwithstanding the foregoing, in no event may Seller terminate this Agreement pursuant to Section 8.1(f), Section 8.1(g) or Section 8.1(h) of this Agreement after Purchaser is declared the Successful Bidder and such Successful Bid is approved by the Bankruptcy Court.~~

Any party seeking to invoke its rights to terminate this Agreement shall give written notice thereof to the other party or parties specifying the provision hereof pursuant to which such termination is made and the effective date of such termination being the date of such notice.

Section 8.2 Effect of Termination. If this Agreement is terminated by either party in accordance with and pursuant to Section 8.1, then, except as otherwise provided in Section 8.3 and Section 9.10, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party; provided, however, that nothing herein shall relieve any party from liability for fraud or willful breach of any provision of this Agreement prior to such termination; provided, further, however, that the provisions of this

Article VIII, Article IX or any provision requiring any party to pay or reimburse another ~~party's~~party's expenses shall survive any termination.

Section 8.3 Expense Reimbursement.

(a) Notwithstanding Section 8.2 of this Agreement, Purchaser shall have an Allowed Termination Claim equal to the amount of the Inc. Expense Reimbursement as provided in the Expense Reimbursement Order, to be paid in accordance with the terms and conditions set forth in the Expense Reimbursement Order, and Seller's obligation to pay the Inc. Expense Reimbursement shall have such status as is specified in the Expense Reimbursement Order.

(b) Seller's obligation to pay the Inc. Expense Reimbursement in accordance with the Expense Reimbursement Order shall be absolute and unconditional and not subject to any defense, claim, counterclaim, offset, recoupment, or reduction of any kind whatsoever and shall not be amended, discharged, expunged or released in any respect pursuant to any plan proposed in these Bankruptcy Cases.

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Survival of Covenants, Representations and Warranties. The representations and warranties set forth in Article IV and Article V shall not survive the Closing Date; provided, however, that all covenants and agreements set forth herein that contemplate or may involve actions to be taken or obligations in effect after the Closing Date (including, for the avoidance of doubt, Section 3.4, Section 6.2(c), Section 6.2(d), Section 6.7, Section 6.8, Section 6.9, and Section 6.12) shall survive the Closing Date.

Section 9.2 Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Agreement. Any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by the party waiving compliance.

Section 9.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when mailed, delivered personally, telecopied (which is confirmed) or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses:

if to Purchaser, to:

MAST Spectrum Acquisition Company LLC
c/o MAST Capital Management, LLC
200 Clarendon Street, 51st Floor

Boston, MA 02116
Facsimile:
Attention: Peter A. Reed
Adam M. Kleinman

with a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10016
Facsimile: (212) 872-1002
Attention: Michael S. Stamer
Philip C. Dublin
Russell W. Parks, Jr.

if to Seller, to:

One Dot Six Corp.
10802 Parkridge Boulevard
Reston, VA 20191
Facsimile: (___) ___-_____
Attention: Curtis Lu, General Counsel
Marc Montagner, Chief Financial Officer

with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
One Chase Manhattan Plaza
New York, New York 10005
Facsimile: (212) 530-5219
Attention: Matthew S. Barr
Roland Hlawaty

or to such other address as a party may from time to time designate in writing in accordance with this Section 9.3. Each notice or other communication given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been received (i) on the Business Day it is sent, if sent by personal delivery or telecopy, or (ii) on the first Business Day after sending, if sent by overnight delivery, properly addressed and prepaid or (iii) upon receipt, if sent by mail (regular, certified or registered); provided, however, that notice of change of address shall be effective only upon receipt. The parties agree that delivery of process or other papers in connection with any such action or proceeding in the manner provided in this Section 9.3, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement

and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 9.5 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Disclosure Letter, the Purchaser Disclosure Letter and other schedules, annexes, and exhibits hereto, the Ancillary Agreements, the Conveyance Documents, and the Confirmation Order (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the parties, oral and written, with respect to the subject matter hereof, and (b) are not intended to confer upon any Person other than the parties hereto and thereto any rights or remedies hereunder. All of the rights and obligations of Seller under this Agreement are subject to the approval of the Bankruptcy Court or other court of competent jurisdiction.

Section 9.6 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 9.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS

OF THE STATE OF NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

Section 9.8 Exclusive Jurisdiction; Waiver of Right to Trial by Jury. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (a) agrees that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York, (b) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 9.3 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law). Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any Ancillary Agreement.

Section 9.9 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Seller or Purchaser in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

Section 9.10 Specific Performance. Seller and Purchaser acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agree that, in addition to any other remedies, Seller and Purchaser or their respective successors or assigns shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

Section 9.11 Assignment. In accordance with Section 2.7, Purchaser shall have the right prior to Closing to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Designees, provided that no such assignment shall relieve Purchaser of any of its obligations hereunder. Except as provided above, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided that no such prior written consent shall be required for (a) an assignment by the Purchaser to any of its Affiliates, (b) an assignment by the

Purchaser of its rights and interests hereunder to any lender to the Purchaser for purposes of collateral security, provided that any such lender assumes the Purchaser's obligations hereunder, or (c) an assignment by the Purchaser of its rights and interests hereunder after the Closing to any purchaser of all or any portion of its assets or businesses; provided that any such purchaser assumes the Purchaser's obligations hereunder. Subject to the first sentence of this Section 9.11, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any purported assignment in violation of this clause shall be void.

Section 9.12 Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not have access to any of Seller's confidential information, until such time that Purchaser executes a confidentiality agreement in form and substance reasonably acceptable to Seller.

Section 9.13 Headings. The article, section, paragraph and other headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.14 No Punitive Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT.

Section 9.15 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

"Accounts Receivable" means any and all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to Seller and all claims relating thereto or arising therefrom.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Actions" has the meaning set forth in Section 2.1(t).

"Administrative Claim" has the meaning set forth in the Plan.

"Affiliate" has the meaning set forth in Rule 12b-2 of the Exchange Act.

"Agreement" or "this Agreement" means this Purchase Agreement, together with the Exhibits hereto and the exhibits and schedules thereto and the Disclosure Letter.

"Allocation Statement" has the meaning set forth in Section 2.5(c).

"Allowed" has the meaning set forth in the Plan.

"Allowed Termination Claim" means a claim (as such term is defined in section 101(5) of the Bankruptcy Code), which: (i) shall be entitled to administrative expense status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (ii) shall not be subordinate to any other administrative expense claim against Seller (other than the carve-outs for professional fees and expenses set forth in the Cash Collateral Order); and (iii) shall survive the termination of this Agreement.

"Alternative Transaction" means (i) any investment in, financing of, capital contribution or loan to, or restructuring or recapitalization of all or any portion of Seller (including, without limitation, any exchange of Seller's outstanding debt obligations for equity securities of Seller), (ii) any merger, consolidation, share exchange or other similar transaction to which Seller is a party, (iii) any sale that includes all or substantially all of the Acquired Assets of, or any issuance, sale or transfer of any equity interests in, Seller, (iv) any other transaction that transfers ownership of, economic rights to, or benefits in all or a substantial portion of the Acquired Assets, or (v) any chapter 11 plan of reorganization or liquidation for Seller other than the Plan; provided that, notwithstanding the foregoing, any plan of reorganization or liquidation which (x) contemplates the consummation of the Transactions or (y) does not apply to Seller shall not be deemed an Alternative Transaction.

"Ancillary Agreements" means the Conveyance Documents, the Transition Services Agreement and the Instrument of Assumption, and, in the case of each of the foregoing, all exhibits and appendices thereto.

"Applicable Law" means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

"Assets" means assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

"Assumed Liabilities" has the meaning set forth in Section 2.3(a).

"Audited Financial Statements" has the meaning set forth in Section 4.2(a).

"Avoidance Actions" means any claim, right or cause of action of Seller arising under sections 544 through 553 of the Bankruptcy Code or other Applicable Law, except for any such actions (i) against Purchaser (all such claims to be released at the Closing); (ii) related to Designated Contracts; or (iii) in connection with any setoffs related to Acquired Assets.

~~"Back-Up Bidder" has the meaning set forth in the Bid Procedures Order.~~

"Balance Sheet" has the meaning set forth in Section 4.2(b).

"Bankruptcy Cases" has the meaning set forth in the recitals hereof.

"Bankruptcy Code" has the meaning set forth in the recitals hereof.

"Bankruptcy Court" has the meaning set forth in the recitals hereof.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Bid Procedures Order" means the Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief [Docket No. 892].

"Bill of Sale" means the bill of sale substantially in the form attached as Exhibit A hereto.

"Business" has the meaning set forth in the recitals hereof.

"Business Day" means any day, other than a Saturday, Sunday or "legal holiday" (as defined by Bankruptcy Rule 9006(a)).

"Cash and Cash Equivalents" means (i) cash and cash equivalents; (ii) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof, maturing within one (1) year from the date of issuance; (iii) certificates of deposit, time deposits, eurodollar time deposits, deposit accounts or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any commercial bank; (iv) commercial paper of an issuer and maturing within six (6) months from the date of acquisition; (v) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or Taxing Authority of any such state, commonwealth or territory or by any non-United States government, the securities of which state, commonwealth, territory, political subdivision, Taxing Authority or non-United States government (as the case may be); (vi) eurodollar time deposits having a maturity not in excess of 180 days to final maturity; (vii) any other investment in United States Dollars which has no more than 180 days to final maturity; or (viii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vii) of this definition.

"Cash Collateral Order" means that certain ***Amended 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. 544, or any subsequent cash collateral or financing order entered by the Bankruptcy Court applying to Seller.

"Cash Consideration" has the meaning set forth in Section 2.5(b)(i).

"Claim" has the meaning assigned to such term under Section 101(5) of the Bankruptcy Code.

"Closing" means the consummation of all transactions contemplated in this Agreement.

"Closing Date" has the meaning set forth in Section 3.1(b).

"Code" means the Internal Revenue Code of 1986, as amended.

"Communications Laws" means the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended, and/or any rule, regulation or published policy of the FCC or its staff acting pursuant to delegated authority, and any applicable communications laws or regulation of any other Governmental Entity.

"Confirmation Hearing" means a hearing held by the Bankruptcy Court on the Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

"Confirmation Order" means an order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, in form and substance satisfactory to Purchaser and Seller, and ***inter alia***, approving the Agreement and authorizing and directing Seller to consummate the Transactions under Sections 105(a), 1123, 1129, 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code.

"Contract" means any written agreement, contract, lease, license, consensual obligation, promise or undertaking.

"Conveyance Documents" means (i) the Bill of Sale; (ii) the Intellectual Property Instruments; (iii) all documents of title and instruments of conveyance necessary to Transfer record and/or beneficial ownership to Purchaser of Acquired Assets composed of automobiles, trucks, or other vehicles, trailers, and any other property owned by Seller which requires execution, endorsement and/or delivery of a certificate of title or other document in order to vest record or beneficial ownership thereof in Purchaser; and (iv) all such other documents of title, customary title insurance affidavits, deeds, endorsements, assignments and other instruments of conveyance or Transfer as, in the reasonable opinion of Purchaser's counsel, are necessary or appropriate to vest in Purchaser good and marketable title to any Acquired Assets.

"Copyrights" means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, all content and information contained on any website, "mask works" (as defined under 17 U.S.C. § 901) and any registrations and applications for "mask works."

"Credit Bid Purchase Price" has the meaning set forth in Section 2.5(a).

"Cure Costs" has the meaning set forth in Section 6.11.

"Debtors" means LightSquared Inc., a Delaware corporation and certain of its affiliates, including Seller, which filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

"Designated Contract" has the meaning set forth in Section 2.1(b).

"Designee" has the meaning set forth in Section 2.7.

"DIP Claims" has the meaning set forth in the Plan.

"DIP Credit Agreement" means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and among One Dot Six Corp., the other Seller, the lenders signatory hereto and U.S. Bank National Association, as Administrative Agent and Collateral Agent for the lenders, as may be amended, modified, ratified, extended, renewed, or restated, as well as any other documents entered into in connection therewith.

"Disclosure Letter" means the disclosure letter of even date herewith prepared and signed by Seller and delivered to Purchaser simultaneously with the execution hereof.

"Effective Date" has the meaning set forth in the Plan.

"Electronic Delivery" has the meaning set forth in Section 9.15.

"Environmental Laws" means United States federal, state, local and non-United States laws, permits and governmental agreements and requirements of Governmental Entities relating to human health, safety and the environment, including, but not limited to, Hazardous Materials.

"Equipment" has the meaning set forth in Section 2.1(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expense Reimbursement Order" means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

"FCC" means the Federal Communications Commission or any successor agency thereto.

"FCC Application" means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval to effectuate the assignment of the Spectrum Lease Agreement (including the Spectrum Sublease Agreement) from Seller to Purchaser pursuant to Section 1.9030(h) of the FCC's rules whether through the assignment of

the Spectrum Lease Authorization, the transfer of control of Seller to Purchaser, the approval of a new leasing arrangement between Purchaser and OP LLC, or some other means.

"FCC Consent" means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) granting or confirming the grant, of the FCC Application.

"FCC License" has the meaning set forth in Section 4.16(b).

"Final FCC Order" means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC's own motion has expired.

"Final Order" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, the implementation or operation or effect of which has not been stayed, and as to which the time to appeal or petition for certiorari, has expired and as to which no appeal or petition for certiorari shall then be pending or in the event that an appeal or writ of certiorari thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, shall have been denied and the time to take any further appeal or petition for certiorari shall have expired.

"GAAP" means United States generally accepted accounting principles or international financial reporting standards, as may be applicable, and as consistently applied.

"Governmental Entity" means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

"Hazardous Material" means all substances or materials regulated as hazardous, toxic, explosive, dangerous, flammable or radioactive under any Environmental Law including, but not limited to: (i) petroleum, asbestos, or polychlorinated biphenyls; and (ii) all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan.

"Historical Financial Statements" has the meaning set forth in Section 4.2(b).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

"Inc. Expense Reimbursement" has the meaning set forth in the Expense Reimbursement Order.

"Inc. Facility Credit Agreement" means the Credit Agreement dated as of July 1, 2011 (as amended as of August 23, 2011 and March 15, 2012) among LightSquared Inc., One Dot Six Corp, One Dot Four Corp., One Dot Six TVCC Corp., US Bank, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as such agreement has been modified to date, as well as any other documents entered into in connection therewith.

"Inc. Facility – One Dot Six Guaranty Claims" has the meaning set forth in the Plan.

"Indebtedness" means, at any time and with respect to any Person: (i) all indebtedness of such Person for borrowed money; (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than trade payables, other expense accruals and deferred compensation items arising in the ordinary course of business, consistent with past practice); (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person's liability remains contingent); (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (v) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities; (vii) all Indebtedness of others referred to in clauses (i) through (vi) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (A) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (B) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness, (C) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or (D) otherwise to assure a creditor against loss in respect of such Indebtedness and (E) all Indebtedness referred to in clauses (A) through (D) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Instrument of Assumption" means the instrument of assumption substantially in the form attached as Exhibit B hereto.

"Intellectual Property" means Trademarks; Patents; Copyrights; Software; rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; inventions (whether or not patentable), discoveries,

improvements, ideas, know-how, formulae, methodologies, research and development, business methods, processes, technology, interpretive code or source code, object or executable code, libraries, development documentation, compilers (other than commercially available compilers), programming tools, drawings, specifications and data, and applications or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions; trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; database rights; Internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; all rights under agreements relating to the foregoing; all books and records pertaining to the foregoing, and claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; in each case used in or necessary for the conduct of Seller's businesses as currently conducted or contemplated to be conducted.

"Intellectual Property Instruments" means instruments of Transfer, in form suitable for recording in the appropriate office or bureau, effecting the Transfer of the Copyrights, Trademarks and Patents owned or held by Seller.

"Intercompany Receivables" means any and all amounts that are owed by any direct or indirect Subsidiary or Affiliate of Seller to Seller, in each case pursuant to bona fide obligations, and all claims relating thereto or arising therefrom; other than claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller's satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims.

"Interests" means all liens, claims, interests, encumbrances, rights, remedies, restrictions, liabilities and contractual commitments of any kind or nature whatsoever, whether arising before or after the petition date in the Bankruptcy Cases, whether at law or in equity.

"Investment" means shares of stock (other than shares of stock in Subsidiaries), notes, bonds, debentures, options and other securities but not including Cash and Cash Equivalents.

"IRS" means the United States Internal Revenue Service.

"Knowledge" as applied to Seller, means the actual knowledge of each person listed on Section 9.15 of the Disclosure Letter, after due inquiry; and "knowledge" as applied to Purchaser, means the actual knowledge of each person listed in Section 9.15 of the Purchaser Disclosure Letter, after due inquiry.

"Leased Real Property" means the leasehold interests held by Seller under the Real Property Leases.

"License Agreements" has the meaning set forth in Section 4.7(b).

"Lien" means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement

or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Material Adverse Effect" means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or condition (financial or otherwise) of the Business or the Acquired Assets or (ii) a material adverse effect on the ability of Seller to consummate the Transactions; provided that the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect: (A) changes in general economic conditions or securities or financial markets in general that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (B) changes in the industry in which Seller operates and that do not specifically relate to, or have a disproportionate effect on, the Business (relative to the effect on other Persons operating in the same industry as Seller), (C) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (D) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (E) changes to the extent resulting from the announcement or the existence of, or compliance with, this Agreement and the Transactions (including without limitation any lawsuit related thereto), the impact on relationships with suppliers, customers or others and any action or anticipated action by the FCC as a result of this Agreement and/or the Transactions, (F) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller) and (G) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

"Material Contract" has the meaning set forth in Section 4.8.

"NOAA" means the National Oceanic Atmospheric Administration.

"NOAA Spectrum" means nationwide spectrum rights for 5 MHz in the 1675-1680 MHz band authorized by the FCC

"Nonassignable Asset" has the meaning set forth in Section 3.4.

"Nonassignable Designated Contract" has the meaning set forth in Section 6.12.

"Non-Assumed Liabilities" has the meaning set forth in Section 2.4.

"Other Secured Claims" has the meaning set forth in the Plan.

"Owned Intellectual Property" has the meaning set forth in Section 4.7(e).

"Patents" means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

"Permits" means permits, certificates, licenses, filings, approvals and other authorizations of any Governmental Entity.

"Permitted Liens" means (i) zoning laws and other land use restrictions that do not materially impair the present use or occupancy of the property subject thereto, (ii) any statutory Liens imposed by law for material Taxes that are not yet due and payable, or that Seller is contesting in good faith in proper proceedings and which are set forth on Section 9.15 of the Disclosure Letter, (iii) any mechanics', workmen's, repairmen's, warehousemen's, carriers' or other similar Liens arising in the ordinary course of business, consistent with past practice or being contested in good faith, (iv) with respect to any Real Property, any defects, easement rights of way, restrictions, covenants, claims or other similar charges, that would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on the use, title, value, intended use or possession of such Real Property, and (v) any Liens imposed by the DIP Credit Agreement or the Inc. Facility Credit Agreement in accordance with the terms thereof, which Liens shall be released at Closing.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or other entity.

"Plan" has the meaning set forth in the recitals hereof.

"Priority Non-Tax Claims" has the meaning set forth in the Plan.

"Priority Tax Claims" has the meaning set forth in the Plan.

"Purchase Price" has the meaning set forth in Section 2.5(a).

"Purchaser" has the meaning set forth in the preamble hereof.

"Purchaser Disclosure Letter" means the disclosure letter of even date herewith prepared and signed by Purchaser and delivered to Seller simultaneously with the execution hereof.

"Purchaser Material Adverse Effect" means a material adverse effect on the business, assets, operations, results of operations or financial condition of Purchaser or on Purchaser's ability to consummate the Transactions or which delays Purchaser's ability to consummate the Transactions in any material respect.

"Real Property" means all real property that is owned or used by Seller or that is reflected as an Asset of Seller on the Balance Sheet.

"Real Property Leases" means the real property leases to which Seller is a party as described in Section 4.3(c).

"Regulatory Approvals" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early termination authorizations, clearances or written confirmation of no intention to initiate legal proceedings from Governmental Entities as required and as set out in Section 4.6 of the Disclosure Letter.

"Release" has the meaning set forth in Section 3.2(a)(ii).

"Retained Assets" has the meaning set forth in Section 2.2.

"Seller" has the meaning set forth in the preamble hereof.

"Seller Liabilities" means all Indebtedness, Claims, Liens, demands, expenses, commitments and obligations (whether accrued or not, known or unknown, disclosed or undisclosed, matured or unmatured, fixed or contingent, asserted or unasserted, liquidated or unliquidated, arising prior to, at or after the commencement of the Bankruptcy Cases) of or against Seller or any of the Acquired Assets.

"Seller Permits" has the meaning set forth in Section 4.12(c).

"Software" means any and all (i) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code or object code form, (ii) computerized databases and compilations, including any and all data and collections of data, and (iii) all documentation, including user manuals and training materials, relating to any of the foregoing.

"Solvent" has the meaning set forth in Section 5.11.

"Spectrum" means those certain spectrum rights in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

"Spectrum Lease Agreement" means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007; (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

"Spectrum Lease Arrangement" means the long term de facto transfer lease of the Spectrum from OP LLC to Seller assigned Lease ID L000007295 by the FCC.

"Spectrum Sublease Agreement" means the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

"Straddle Period Property Tax" has the meaning set forth in Section 6.9(c).

"Subsidiary" means, with respect to any Person, any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (a) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by such Person or (b) with respect to which such Person possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management.

"Substantial Service Deadline" means October 1, ~~2013~~2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

"Successful Bid" has the meaning set forth in the Bid Procedures Order.

"Successful Bidder" has the meaning set forth in the Bid Procedures Order.

"Tax" or "Taxes" means any and all United States federal, state, local or non-United States federal, provincial or municipal taxes, fees, levies, duties, tariffs, imposts, and other similar charges on or with respect to net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ***ad valorem***, franchise, capital, paid-up capital, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, customs duties, value added or other tax, including Transfer Taxes, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Entity responsible for the imposition of any such tax.

"Tax Authority" means any Governmental Entity with responsibility for, and competent to impose, collect or administer, any form of Tax.

"Tax Return" means any return, claim, election, information return, declaration, report, statement, schedule, or other document made, prepared, filed or required to be made, prepared or filed in respect of Taxes and amended Tax Returns and claims for refund.

"Termination Date" has the meaning set forth in Section 8.1(c).

"Third Party" means any Person other than Seller, Purchaser or any of their respective Affiliates.

"Trademarks" means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

"Transactions" means all the transactions provided for or contemplated by this Agreement and/or the Ancillary Agreements.

"Transfer" means sell, convey, assign, transfer and deliver, and "Transferable" shall have a corollary meaning.

"Transfer Taxes" means all goods and services, harmonized sales, excise, sales, use, transfer, stamp, stamp duty, recording, value added, gross receipts, documentary, filing, and all other similar Taxes or duties, fees or other like charges, however denominated (including any real property transfer taxes and conveyance and recording fees and notarial fees), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the Transactions, regardless of whether the Governmental Entity seeks to collect the Transfer Tax from Seller or Purchaser.

"Transition Services Agreement" means the Transition Services Agreement to be executed at Closing by and between Seller, Purchaser, and the LP entities in the form attached hereto as Exhibit C.

"Unaudited Financial Statements" has the meaning set forth in Section 4.2(b).

"Wind Down Reserve" has the meaning set forth in the Plan.

Section 9.16 Bulk Transfer Notices. The Confirmation Order shall provide either that (a) Seller has complied with the requirements of any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) or (ii) compliance with any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) is not necessary or appropriate under the circumstances.

Section 9.17 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Seller shall have any liability for any obligations or liabilities of Seller under this Agreement or the Ancillary Agreements of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

Section 9.18 Interpretation.

(a) When a reference is made in this Agreement to a Section, Article, subsection, paragraph, item or Exhibit, such reference shall be to a Section, Article, subsection, paragraph, item or Exhibit of this Agreement unless clearly indicated to the contrary.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(b) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(c) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party's predecessors, successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) References to $ are to United States Dollars.

(h) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(i) All references to the ordinary course of business or practice of Seller means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, recognizing that Seller has filed the Bankruptcy Cases.

[Remainder of page intentionally left blank**]**

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

SELLER:

ONE DOT SIX CORP.

By: _____
Name:
Title:

PURCHASER:

MAST SPECTRUM ACQUISITION COMPANY LLC

By: _____
Name:
Title:

Exhibit A

Form of Bill of Sale

Exhibit B

Form of Instrument of Assumption

Exhibit C
Form of Transition Services Agreement

Exhibit D
Form of Release

Summary report: **Litéra® Change-Pro TDC 7.5.0.112 Document comparison done on 8/19/2014 3:05:38 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS:iw://EASTDMS/EAST/104934394/12	
Modified DMS: iw://EASTDMS/EAST/104934394/16	
Changes:	
Add	76
~~Delete~~	76
~~Move From~~	6
Move To	6
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	164

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TAB J

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Exhibit "**J**" to the Affidavit of Elizabeth Creary, sworn before me this 20th day of August, 2014.

Commissioner for Taking Affidavits, etc.

Sandra Diana Wendy Kleinert,
a Commissioner, etc., Province of Ontario
for Dentons Canada LLP
Barristers and Solicitors. Expires June 7, 2016

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Counsel for Ad Hoc Secured Group of LightSquared LP Lenders

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

NOTICE OF FILING OF EXHIBIT TO JOINT PLAN PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE PROPOSED BY DEBTORS AND AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS

PLEASE TAKE NOTICE that, on August 7, 2014, (i) LightSquared Inc., LightSquared LP, and certain of their affiliates, as debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") in the above-captioned chapter 11 cases, at the direction of the special committee of the boards of directors for LightSquared Inc. and LightSquared GP Inc. (the "Special Committee"), and (ii) the Ad Hoc Secured Group of LightSquared LP Lenders (the "Ad

[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 10802 Parkridge Boulevard, Reston, VA 20191.

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Hoc LP Secured Group" and, together with LightSquared, the "Plan Proponents"), filed the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 1686] (as may be amended, modified, or supplemented from time to time, the "Joint Plan").[2] The Joint Plan contemplates a restructuring of all of LightSquared's estates; provided, that if Class 6 (Prepetition Inc. Facility Non-Subordinated Claims) votes to reject the Joint Plan (the "Vote To Reject"), the Joint Plan shall be withdrawn with respect to the Inc. Debtors, and the Plan Proponents shall pursue confirmation of the Joint Plan solely with respect to the LP Debtors.

PLEASE TAKE FURTHER NOTICE that, at a status conference (the "Status Conference") held on August 11, 2014 before the Honorable Shelley C. Chapman, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of New York, the Court directed the Plan Proponents to file a version of the Joint Plan that reflects implementation of the LP Debtors-only reorganization, as contemplated by the Joint Plan following the Vote To Reject.

PLEASE TAKE FURTHER NOTICE that the LP Debtors, at the direction of the Special Committee, and the Ad Hoc LP Secured Group hereby file a copy of the *Joint Plan of LP Debtors Only Pursuant to Chapter 11 of Bankruptcy Code Proposed by LP Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* (as may be amended, modified, or supplemented from time to time, the "LP Debtors Joint Plan"), which the Plan Proponents intend to include as an exhibit to the forthcoming *First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders*. The LP Debtors Joint Plan is attached hereto as Exhibit A.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Joint Plan.

PLEASE TAKE FURTHER NOTICE that the Joint Plan and the LP Debtors Joint Plan may be viewed for free at the website of LightSquared's Claims and Solicitation Agent, Kurtzman Carson Consultants LLC ("KCC"), at http://www.kccllc.net/lightsquared or for a fee on the Bankruptcy Court's website at www.nysb.uscourt.gov. To access documents on the Bankruptcy Court's website, you will need a PACER password and login, which can be obtained at http://www.pacer/psc/uscourt.gov. To obtain hard copies of the Plan, please contact KCC at (877) 499-4509 or by email at LightSquaredInfo@kccllc.com.

Respectfully submitted,

New York, New York
Dated: August 15, 2014

/s/ Matthew S. Barr
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Counsel for Ad Hoc Secured Group of LightSquared LP Lenders

Exhibit A

LP Debtors Joint Plan

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al*.,	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

JOINT PLAN OF LP DEBTORS ONLY PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE PROPOSED BY LP DEBTORS AND AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS

Dated: New York, New York
August 15, 2014

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[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 10802 Parkridge Boulevard, Reston, VA 20191.

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INTRODUCTION

The LP Debtors, with the authority, and at the direction, of the Special Committee, together with the Ad Hoc LP Secured Group, collectively as the Plan Proponents, hereby respectfully propose the following joint chapter 11 plan for the resolution of outstanding Claims against, and Equity Interests in, the LP Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, and projections of future operations, as well as a summary and description of the Plan and certain related matters. The Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw this Plan (in accordance with the terms hereof), prior to its substantial consummation.

Among other things, the Plan provides for the potential satisfaction in full of senior secured claims against the LP Debtors and offers a compromised treatment for Prepetition LP Facility SPSO Claims that would avoid costly litigation with respect to subordination of such Claims. The Plan also provides for potential recoveries to junior stakeholders through an Auction of the New LightSquared Common Equity that is otherwise distributable to Holders of Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition LP Facility SPSO Claims (if applicable) if such Claims (and Allowed DIP LP Facility Claims) are first satisfied in full, in Cash, from the proceeds of the Auction.

The Plan Proponents believe that the Plan is currently the highest and best restructuring offer available to the LP Debtors that will maximize the value of their Estates for the benefit of the LP Debtors' creditors and equityholders. Moreover, it is the only restructuring proposal that avoids a value-minimizing liquidation, and is the only path currently available for the LP Debtors to successfully exit the Chapter 11 Cases.

ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "**Accrued Professional Compensation Claims**" means, at any given moment, all accrued fees and expenses (including success fees) for services rendered by all Professionals through and including the Effective Date that are properly allocable to the LP Debtors and their Estates, to the extent such fees and expenses have not been paid and regardless of whether a fee application has been Filed for such fees and expenses, but in all events subject to estimation as provided in Article VII.C hereof. To the extent that the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claim.

2. "**Ad Hoc LP Secured Group**" means that certain ad hoc group of Prepetition LP Lenders, comprised of holders, advisors or affiliates of advisors to holders, or managers of various accounts with investment authority, contractual authority, or voting authority, of the loans under the Prepetition LP Credit Agreement, which, for the avoidance of doubt, shall exclude SPSO.

3. "**Ad Hoc LP Secured Group Advisors**" means White & Case LLP, as counsel to the Ad Hoc LP Secured Group, and Blackstone Advisory Partners L.P., as financial advisor to the Ad Hoc LP Secured Group.

4. "**Ad Hoc LP Secured Group Fee Claims** " means all Claims for: (a) the reasonable documented fees and expenses of the Ad Hoc LP Secured Group Advisors and [(b) reasonable out-of-pocket expenses incurred by each member of the Ad Hoc LP Secured Group in their capacities as such, including the reasonable documented fees and expenses of LightSquared LP Lender Advisors.]

5. "**Administrative Claim**" means a Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the LP Debtors' Estates and operating the businesses of the LP Debtors (including wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses pursuant to sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise that are properly allocable to the LP Debtors and their Estates for the period commencing on the Petition Date and ending on the Effective Date, including Accrued Professional Compensation Claims; (c) all fees and charges assessed against the LP Debtors and their Estates pursuant to chapter 123 of the Judicial Code, including the U.S. Trustee Fees; (d) the DIP Claims; (e) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases of the LP Debtors pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; (f) any and all KEIP Payments that are properly allocable to the LP Debtors and their Estates; (g) Claims for the Break-Up Fee or Expense Reimbursement; provided, however, that no party shall be entitled to, or receive (nor shall any reserve be required on account of), any Break-Up Fee or Expense Reimbursement; (h) the Ad Hoc LP Secured Group Fee Claims; and (i) any fees and expenses that are earned and payable pursuant to the New DIP LP Facility, the New LightSquared Working Capital Facility, the Plan, and the other Plan Documents.

6. "**Administrative Claims Bar Date** " means the deadline for filing requests for payment of Administrative Claims, which shall be thirty (30) days after the Effective Date.

7. "**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code.

8. "**Allowed**" means, with respect to Claims, any Claim that (a) is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code or a Final Order, (b) is listed on the Schedules as of the Effective Date as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed, (c) has been compromised, settled, or otherwise resolved

pursuant to the authority granted to the LP Debtors by a Final Order, or (d) is Allowed pursuant to the Plan or a Final Order; provided, however, that with respect to any Claim described in clauses (a) or (b) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to any Claim, no objection to the allowance thereof, request for estimation, motion to deem the Schedules amended, or other challenge (including the commencement of an adversary proceeding against a Holder of a Claim) has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, if any, or such a challenge is so interposed and the Claim shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed on the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the LP Debtors or the Reorganized LP Debtors and without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the LP Debtors or Reorganized LP Debtors, as applicable. In addition, "**Allowed**" means, with respect to any Equity Interest, such Equity Interest is reflected as outstanding (other than any such Equity Interest held by any LP Debtor or any subsidiary of an LP Debtor) in the stock transfer ledger or similar register of the applicable LP Debtor on the Distribution Record Date and is not subject to any objection or challenge.

9. "**Alternative Successful Purchaser**" has the meaning set forth in the Auction Procedures.

10. "**Assets**" means all rights, titles, and interest of the LP Debtors of any nature in property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.

11. "**Auction**" means the auction of New LightSquared Common Equity to be conducted in accordance with the Plan and the Auction Procedures.

12. "**Auction Procedures**" means the process and procedures for conducting the Auction, which procedures shall be filed with the Plan Supplement, and shall be approved by the Bankruptcy Court in connection with Confirmation of the Plan.

13. "**Auction Proceeds**" means all net Cash proceeds and other consideration deliverable to the LP Debtors upon consummation of the Auction in accordance with the Plan, the Auction Procedures, and the Confirmation Order.

14. "**Avoidance Actions**" means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the LP Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547-553, and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

15. "**Ballot**" means the ballot upon which Holders of Claims or Equity Interests entitled to vote shall cast their vote to accept or reject the Plan.

16. "**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, as may be amended from time to time.

17. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under section 157 of the Judicial Code or the General Order of the District Court pursuant to section 151 of the Judicial Code, the United States District Court for the Southern District of New York.

18. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

19. "**Board**" means the initial board of directors or managers of New LightSquared.

20. "**Break-Up Fee**" has the meaning set forth in the Prior Bid Procedures Order.

21. "**Business Day**" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

22. "**Canadian Court**" means the Ontario Superior Court of Justice (Commercial List) having jurisdiction over the proceedings commenced by LightSquared LP, in its capacity as foreign representative of the Debtors, pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36.

23. "**Cash**" means the legal tender of the United States of America or the equivalent thereof.

24. "**Causes of Action**" means any claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Cause of Action also includes, without limitation, the following: (a) any right of setoff, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions; and (f) any cause of action listed on the Schedule of Retained Causes of Action.

25. "**Certificate**" means any instrument evidencing a Claim or an Equity Interest.

26. "**Chapter 11 Cases**" means (a) when used with reference to a particular Debtor or group of Debtors, the chapter 11 case pending for that Debtor or group of Debtors in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

27. "**Claim**" means any claim against an LP Debtor as defined in section 101(5) of the Bankruptcy Code.

28. "**Claims and Solicitation Agent**" means Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by the Debtors in the Chapter 11 Cases.

29. "**Claims Bar Date**" means, with reference to a Claim, the date by which Proofs of Claim must be or must have been Filed with respect to such Claim, as ordered by the Bankruptcy Court pursuant to the Claims Bar Date Order or another Final Order of the Bankruptcy Court.

30. "**Claims Bar Date Order**" means the *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* [Docket No. 266].

31. "**Claims and Equity Interests Objection Bar Date**" means the deadline for objecting to a Claim or Equity Interest, which shall be on the date that is the later of (a) six (6) months after the Effective Date and (b) such later period of limitation as may be specifically fixed by an order of the Bankruptcy Court.

32. "**Claims Register**" means the official register of Claims maintained by the Claims and Solicitation Agent.

33. "**Class**" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

34. "**Collateral**" means any property or interest in property of the Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

35. "**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

36. "**Confirmation Date**" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

37. "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court on the Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

38. "**Confirmation Hearing Date**" means the date of the commencement of the Confirmation Hearing.

39. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, in form and substance satisfactory to the Plan Proponents.

40. "**Confirmation Recognition Order**" means an order of the Canadian Court, which shall be in form and substance acceptable to the Plan Proponents, recognizing the entry of the Confirmation Order and vesting in the Reorganized LP Debtors all of the LP Debtors' rights,

titles, and interest in and to the Assets that are owned, controlled, regulated, or situated in Canada, free and clear of all Liens, Claims, charges, interests, or other encumbrances, in accordance with applicable law.

41. "**Consummation**" means the occurrence of the Effective Date.

42. "**Cure Costs**" means all amounts (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed, or assumed and assigned, by the LP Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

43. "**D&O Liability Insurance Policies**" means all insurance policies of any of the LP Debtors for directors', managers', and officers' liability.

44. "**Debtor**" means one of the Debtors, in its individual capacity as a debtor in these Chapter 11 Cases.

45. **"Debtors"** means, collectively, the Inc. Debtors and the LP Debtors.

46. "**DIP Claim**" means a DIP LP Facility Claim or a New DIP LP Facility Claim.

47. "**DIP Facilities**" means, collectively, the DIP LP Facility and the New DIP LP Facility.

48. "**DIP LP Borrower**" means LightSquared LP, as borrower under the DIP LP Facility.

49. "**DIP LP Facility**" means that certain debtor in possession credit facility provided in connection with the DIP LP Order and related documents.

50. "**DIP LP Facility Claim** " means a Claim held by the DIP LP Lenders arising under or related to the DIP LP Facility, including, without limitation, all principal, interest, default interest, and fees provided for thereunder.

51. "**DIP LP Guarantors** " means each existing and future, direct or indirect, subsidiary of LightSquared LP, as guarantors under the DIP LP Facility.

52. "**DIP LP Lenders**" means the lenders under the DIP LP Facility from time to time.

53. "**DIP LP Order**" means the *Final Order (A) Authorizing LP DIP Obligors To Obtain Fifth Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay* [Docket No. 1681] (as amended, supplemented, or modified from time to time in accordance with the terms thereof).

54. "**Disbursing Agent**" means, for purposes of making distributions under the Plan, New LightSquared or such other Entity designated by the Plan Proponents or New LightSquared, as applicable.

55. "**Disclosure Statement**" means, collectively, (a) the *First Amended General Disclosure Statement* [Docket No. 918] and (b) the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code Proposed by Debtors and Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 1689] (as either may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, in each case, subject to the prior consent of the Ad Hoc LP Secured Group, which consent shall not be unreasonably withheld).

56. "**Disclosure Statement Order** " means the order or orders entered by the Bankruptcy Court in the Chapter 11 Cases, in form and substance reasonably acceptable to the Plan Proponents, (a) approving the Disclosure Statement as containing adequate information required under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, and (b) authorizing the use of the Disclosure Statement for soliciting votes on the Plan.

57. "**Disclosure Statement Recognitio n Order**" means the order or orders of the Canadian Court, which shall be in form and substance acceptable to the Plan Proponents, recognizing the entry of the Disclosure Statement Order.

58. "**Disputed**" means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed.

59. "**Disputed Claims an d Equity Interes ts Reserve**" means applicable Plan Consideration from the Plan Consideration Carve-Out to be held in reserve by the Reorganized LP Debtors for the benefit of each Holder of a Disputed Claim or Equity Interest, in an amount equal to the Plan Distributions such Disputed Claim or Equity Interest would be entitled to on the Effective Date if such Disputed Claim or Equity Interest were Allowed in its full amount on the Effective Date. Plan Consideration to be reserved on account of any Disputed Claims or Equity Interests in Classes 3C, 4, 5, and 6, and payable on account of any such Claims or Equity Interests that are later Allowed, shall be derived solely from Excess Auction Proceeds.

60. "**Distribution Record Date**" means (a) the New DIP LP Facility Closing Date for all New DIP LP Facility Claims and (b) the Voting Record Date for all other Claims and Equity Interests.

61. "**Effective Date**" means a date selected by the Plan Proponents that shall be a Business Day that is no later than five (5) days after all of the conditions precedent set forth in Article IX.B hereof have been satisfied or waived (to the extent such conditions can be waived).

62. "**Eligible Transferee**" means any Person that is not a Prohibited Transferee.

63. "**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code.

64. "**Equity Interest**" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in an LP Debtor, including any issued or unissued share of common stock,

preferred stock, or other instrument evidencing an ownership interest in an LP Debtor, whether or not transferable, including membership interests in limited liability companies and partnership interests in partnerships, and any option, warrant or right, contractual or otherwise, to acquire any such interest in an LP Debtor that existed immediately prior to the Effective Date, any award of stock options, restricted stock units, equity appreciation rights, restricted equity, or phantom equity granted to an existing employee of the LP Debtors pursuant to any equity plan maintained by the LP Debtors or under any existing employment agreement of the LP Debtors' existing employees, any Existing Shares, and any Claim against the LP Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

65. "**Ergen Action**" means the Ergen Adversary Proceeding, the case captioned *Harbinger Capital Partners LLC, HGW US Holding Company LP, Blue Line DZM Corp., and Harbinger Capital Partners SP, LLC v. Charles W. Ergen, Dish Network Corporation, L-Band Acquisition LLC, SP Special Opportunities LLC, Special Opportunities Holdings LLC, Sound Point Capital Management LP, and Stephen Ketchum*, No. 14-01907 (D. Co. filed July 8, 2014), and, as to each of the foregoing, any claims or actions pertaining or related to the allegations set forth therein as they may relate to Charles W. Ergen, SPSO, DISH Network Corporation, EchoStar Corporation, L-Band Acquisition LLC, Special Opportunities Holdings LLC, Sound Point Capital Management LP, Stephen Ketchum, and their respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members, or representatives.

66. "**Ergen Adversary Proceeding**" means the adversary proceeding under the caption *LightSquared Inc. v. SP Special Opportunities LLC (In re LightSquared Inc.)*, Case No. 12-12080 (SCC), Adv. Proc. No. 13-01390 (SCC) (Bankr. S.D.N.Y. 2013).

67. "**Estate**" means the bankruptcy estate of any LP Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

68. "**Excess Auction Proceeds**" means all Auction Proceeds remaining, if any, after payment in full, in Cash, of all Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition LP Facility SPSO Claims, and Allowed New DIP LP Facility Claims, pursuant to and in accordance with Articles III.B and IV.C hereof.

69. "**Exculpated Party**" means a Released Party.

70. "**Executory Contract**" means a contract to which one or more of the LP Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

71. "**Existing LP Common Units**" means the outstanding common units issued by LightSquared LP.

72. "**Existing LP Preferred Units**" means the outstanding non-voting Series A Preferred Units issued by LightSquared LP.

73. "**Existing Shares**" means all Equity Interests related to Existing LP Common Units, Existing LP Preferred Units, and Intercompany Interests.

74. "**Expense Reimbursement**" has the meaning set forth in the Prior Bid Procedures Order.

75. "**FCC**" means the Federal Communications Commission.

76. "**Federal Judgment Rate**" means the federal judgment rate in effect as of the Petition Date.

77. "**File**," "**Filed**," or "**Filing**" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

78. "**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, including the Canadian Court, with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or under the Ontario Rules of Civil Procedure, may be Filed relating to such order shall not prevent such order from being a Final Order; provided, further, that the Plan Proponents reserve the right to waive any appeal period.

79. "**Governmental Unit**" has the meaning set forth in section 101(27) of the Bankruptcy Code.

80. "**GPS Industry**" means Deere & Company, Garmin International, Inc., Trimble Navigation Limited, the U.S. GPS Industry Council, the Coalition to Save Our GPS, and any of their related entities or Affiliates or any of their successors and assigns.

81. "**Harbinger**" means Harbinger Capital Partners, LLC, its affiliated and managed funds, and any affiliated Persons thereof.

82. "**Harbinger Litigation Action**" shall mean an action (including, without limitation, by motion or adversary proceeding before the Bankruptcy Court) brought by any of the Plan Proponents to stay, bar, enjoin, preclude, or otherwise limit Harbinger and/or any of its Affiliates from asserting against the GPS Industry and/or the United States of America any claim or Cause of Action that is, or directly affects, any property of one or more of the LP Debtors' Estates or the Reorganized LP Debtors.

83. "**Harbinger Litigation Determination**" means a determination, by order or other judgment of the Bankruptcy Court or other court of competent jurisdiction, that stays, bars, enjoins, precludes, or otherwise limits Harbinger and/or any of its Affiliates from asserting against the GPS Industry and/or the United States of America any claim or Cause of Action that

is or directly affects any property of one or more of the LP Debtors' Estates or the Reorganized LP Debtors.

84. "**Holder**" means the Entity holding the beneficial interest in a Claim or Equity Interest.

85. "**Impaired**" means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is not Unimpaired.

86. "**Inc. Debtors**" means, collectively, LightSquared Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, and One Dot Six TVCC Corp.

87. "**Industry Canada**" means the Canadian Federal Department of Industry, or any successor or any department or agency thereof, administering the Radiocommunication Act (Canada), among other statutes, including its staff acting under delegated authority, and includes the Minister of Industry (Canada) and the Commissioner of Competition (Canada).

88. "**Inmarsat Cooperation Agreement**" means that certain Amended and Restated Cooperation Agreement, dated as of August 6, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and between LightSquared LP, SkyTerra (Canada) Inc., LightSquared Inc., and Inmarsat Global Limited.

89. "**Inmarsat Cooperation Agreement Determination**" means a determination, by order or other judgment of the Bankruptcy Court, which shall be acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the LP Debtors, that, as between the Debtors and their Affiliates, LightSquared LP and SkyTerra (Canada) Inc. are the sole beneficiaries of the Inmarsat Cooperation Agreement, and the Inc. Debtors do not hold any beneficial interest in the Inmarsat Cooperation Agreement.

90. "**Intercompany Claim**" means any Claim against an LP Debtor held by another LP Debtor.

91. "**Intercompany Contract**" means any agreement, contract, or lease, all parties to which are LP Debtors.

92. "**Intercompany Interest**" means any Equity Interest in an LP Debtor held by another LP Debtor.

93. "**Interim Compensation Order**" means the Order Authorizing and Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals [Docket No. 122], as may have been modified by a Bankruptcy Court order approving the retention of the Professionals.

94. "**Judicial Code**" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

95. "**KEIP Payments**" means any and all amounts payable under (a) the Debtors' key employee incentive plan approved by the Bankruptcy Court pursuant to the *Order Approving*

LightSquared's Key Employee Incentive Plan [Docket No. 394] or (b) any amended, supplemented, or other employee incentive plan of the LP Debtors approved pursuant to an order of the Bankruptcy Court.

96. "**Lien**" has the meaning set forth in section 101(37) of the Bankruptcy Code.

97. ["**LightSquared LP Lender Advisors** " means counsel to a LightSquared LP lender that is a member of the Ad Hoc LP Secured Group (but does not include the Ad Hoc LP Secured Group Advisors).]

98. "**Litigation Determination**" means a determination, by order or other judgment of the Bankruptcy Court, which shall be acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the LP Debtors, (a) addressing whether (i) any of the claims and Causes of Action asserted in the proceedings captioned *LightSquared Inc. v. Deere & Company (In re LightSquared Inc.)*, Case No. 12-12080 (SCC), Adv. Proc. No. 13-01670 (SCC) (Bankr. S.D.N.Y. 2013), *LightSquared Inc. v. Deere & Company*, Case No. 13-cv-08157 (RMB) (S.D.N.Y. 2013), and *Harbinger Capital Partners, LLC, et al. v. United States of America*, Civil Action No. 14-cv-00597 (Fed. Cl. 2014), and (ii) any other identified claims and Causes of Action that may be asserted against the GPS Industry and/or the United States of America relating in any way to the LP Debtors' FCC licenses and authorizations or the use of the spectrum rights conferred thereby, are property of one or more of the LP Debtors' Estates and (b) providing that all other Persons (including, without limitation, Harbinger and its non-Debtor affiliates) shall be stayed, barred, enjoined, precluded, or otherwise limited from pursuing, asserting, interfering with, or exercising any dominion or control over any such claims or Causes of Action that are determined by the Bankruptcy Court to be, or to directly affect any, property of one or more of the LP Debtors' Estates.

99. "**LP Cash Collat eral Order**" means the *Amended Agreed Final Order (a) Authorizing Debtors To Use Cash Collateral, (b) Granting Adequate Protection to Prepetition LP Facility Secured Parties, and (c) Modifying Automatic Stay* [Docket No. 544] (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

100. "**LP Debtors**" means, collectively, LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc., Lightsquared Bermuda Ltd., LightSquared Investors Holdings Inc., TMI Communications Delaware, Limited Partnership, and LightSquared GP Inc.

101. "**LP General Unsecured Claim** " means any Claim that is not one of the following Claims: (a) Administrative Claim; (b) Priority Tax Claim; (c) DIP Claim; (d) Other Priority Claim; (e) Other Secured Claim; (f) Prepetition LP Facility Non-SPSO Claim; (g) Prepetition LP Facility SPSO Claim; (e) Prepetition LP Facility SPSO Subordinated Claim (if any); or (f) Intercompany Claim.

102. "**LP Other Priority Claim**" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

103. "**LP Other Secured Claim**" means any Secured Claim that is not a DIP Claim or Prepetition LP Facility Claim.

104. "**Management Incentive Plan**" means a post-Effective Date management equity incentive plan approved by the Board, which may provide for the issuance of New LightSquared Common Equity to officers and employees of the Reorganized LP Debtors.

105. "**Minimum Bid**" has the meaning set forth in Article IV.B.1(b)(ii) hereof.

106. "**New DIP LP Facility**" means a senior secured, priming, superpriority debtor-in-possession facility in the aggregate principal amount of $[119.3] million, plus the aggregate amount of Allowed DIP LP Claims, which shall have market terms and conditions and which shall be secured by senior priming liens and allowed superpriority administrative expense claims on all the assets of the LP Debtors, in form and substance satisfactory to the Ad Hoc LP Secured Group and reasonably satisfactory to the LP Debtors.

107. "**New DIP LP Facility Agent**" means the administrative agent under the New DIP LP Facility Credit Agreement or any successor agent appointed in accordance with the New DIP LP Facility Credit Agreement.

108. "**New DIP LP Facility Claim**" means a Claim held by the New DIP LP Facility Agent or New DIP LP Facility Lenders arising under, or related to, the New DIP LP Facility, including, without limitation, all outstanding principal, interest, default interest, and fees provided for thereunder.

109. "**New DIP LP Facility Closing Date**" means the Confirmation Date or as soon as practicable thereafter.

110. "**New DIP LP Facility Credit Agreement**" means that certain senior secured, priming, superpriority debtor-in-possession credit agreement to be entered into among LightSquared LP, as borrower, the other LP Debtors, as guarantors, and the New DIP LP Facility Lenders.

111. "**New DIP LP Facility Lenders**" means the lenders party to the New DIP LP Facility Credit Agreement from time to time.

112. "**New DIP LP Facility Loans**" means the New DIP LP Facility Tranche A Loans and the New DIP LP Facility Tranche B Loans.

113. "**New DIP LP Facility Obligors**" means the LP Debtors.

114. "**New DIP LP Facility Order**" means the Final Order of the Bankruptcy Court, in form and substance reasonably acceptable to the Plan Proponents, approving the New DIP LP

Facility (as may be amended, supplemented, or modified from time to time in accordance with the terms thereof).

115. "**New DIP LP Facility Tranche A Loans**" means the tranche "A" loans to be made under the New DIP LP Facility, which shall have the same rights as the New DIP LP Facility Tranche B Loans, except as specified below in the definition of "New DIP LP Facility Tranche B Loans."

116. "**New DIP LP Facility Tranche B Loans**" means the tranche "B" loans to be made under the New DIP LP Facility, which shall have the same rights as the New DIP LP Facility Tranche A Loans, except that the Holders of the New DIP LP Facility Tranche B Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New DIP LP Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New DIP LP Facility Tranche B Loans, the release of all or substantially all of the applicable Collateral, the release of any New DIP LP Facility Obligor from its obligations under the New DIP LP Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New DIP LP Facility Tranche B Loans compared with the New DIP LP Facility Tranche A Loans.

117. "**New LightSquared**" means LightSquared LP as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

118. "**New LightSquared Class A Common Equity**" means those certain equity interests issued by New LightSquared in connection with, and subject to, the Plan and the Confirmation Order, each share or unit of which shall provide for the same rights as to dividends and distributions upon liquidation as each share or unit of New LightSquared Class B Common Equity, but each share or unit of New LightSquared Class A Common Equity shall have five (5) times the voting power of a share or unit of New LightSquared Class B Common Equity.

119. "**New LightSquared Class B Common Equity**" means those certain equity interests issued by New LightSquared in connection with, and subject to, the Plan and the Confirmation Order, each share or unit of which shall provide for the same rights as to dividends and distributions upon liquidation as each share or unit of New LightSquared Class A Common Equity, but each share or unit of New LightSquared Class B Common Equity shall have one-fifth (1/5) the voting power of a share or unit of New LightSquared Class A Common Equity.

120. "**New LightSquared Common Equity**" means New LightSquared Class A Common Equity and New LightSquared Class B Common Equity.

121. "**New LightSquared Loan Facility**" means the New LightSquared Term Loan Facility and the New LightSquared Working Capital Facility.

122. "**New LightSquared Loan Facility Agreement**" means that certain credit agreement to be entered into among New LightSquared and its subsidiaries and the Holders of Prepetition LP Facility Non-SPSO Claims, the Holders of Prepetition LP Facility SPSO Claims, and the New LightSquared Working Capital Facility Lenders.

123. "**New LightSquared Obligors**" means New LightSquared and its subsidiaries.

124. "**New LightSquared Shareholder Agreement**" means a shareholder agreement, to be filed with the Plan Supplement.

125. "**New LightSquared Stapled B Units** " means a single unit comprised of $1 million of principal amount of New LightSquared Tranche B Term Loans (or, if less, the entire aggregate principal amount of the New LightSquared Tranche B Term Loans held by the applicable holder), together with a proportionate share (based on the proportion (when expressed as a percentage) that $1 million (or such lesser amount, if applicable) of New LightSquared Tranche B Term Loans bears to the aggregate principal amount of New LightSquared Tranche B Term Loans held by such holder) of New LightSquared Tranche B Working Capital Loans (to the extent applicable) and New LightSquared Class B Common Equity.

126. "**New LightSquared Term Loan Facility** " means a term loan facility which shall be secured by liens on substantially all of the assets of New LightSquared and its subsidiaries and rank *pari passu* in right of payment and security with the New LightSquared Working Capital Facility, but subject to the "super-priority" status of the New LightSquared Working Capital Facility as described in the second succeeding sentence. The New LightSquared Term Loan Facility shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the LP Debtors, and which shall be in the aggregate principal amount of: (a) $1.0 billion if Class 3B (Prepetition LP Facility SPSO Claims) votes to accept, or is deemed to accept, the Plan; or (b) $1.2 billion plus the Allowed amount of Prepetition LP Facility SPSO Claims, if Class 3B (Prepetition LP Facility SPSO Claims) votes to reject the Plan. If (y) a default or an event of default has occurred and is continuing under the New LightSquared Loan Facilities or (z) an enforcement action against the Collateral has commenced, all voluntary prepayments and mandatory prepayments, and the proceeds realized in any enforcement action, shall first be applied to prepay or repay in full all then outstanding New LightSquared Tranche A Working Capital Loans and New LightSquared Tranche B Working Capital Loans (on a pro rata basis) before any portion of such prepayment or repayment is applied to the New LightSquared Tranche A Term Loans or New LightSquared Tranche B Term Loans.

127. "**New LightSquared Term Loans** " means the New LightSquared Tranche A Term Loans and the New LightSquared Tranche B Term Loans.

128. "**New LightSquared Tranche A Term Loans** " means the tranche "A" term loans to be made under the New LightSquared Term Loan Facility, which shall rank *pari passu* in right of payment and security with the New LightSquared Tranche B Term Loans, and which shall have the same rights as the New LightSquared Tranche B Term Loans, except as specified below in the definition of "New LightSquared Tranche B Term Loans."

129. "**New LightSquared Tranche A Working C apital Loans**" means the tranche "A" "super-priority" working capital term loans to be made under the New LightSquared Working Capital Loan Facility, which shall rank *pari passu* in right of payment and security with the New LightSquared Tranche B Working Capital Loans, and which shall have the same rights

as the New LightSquared Tranche B Working Capital Loans, except as specified below in the definition of "New LightSquared Tranche B Working Capital Loans."

130. "**New LightSquared Tranche B Term Loans**" means the tranche "B" term loans to be made under the New LightSquared Term Loan Facility, which shall rank *pari passu* in right of payment and security with the New LightSquared Tranche A Term Loans, and which shall have the same rights as the New LightSquared Tranche A Term Loans, except that the Holders of the New LightSquared Tranche B Term Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New LightSquared Term Loan Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New LightSquared Tranche B Term Loans, the release of all or substantially all of the Collateral or the value of the guarantees in respect of the New LightSquared Loan Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New LightSquared Tranche B Term Loans compared with the New LightSquared Tranche A Term Loans.

131. "**New LightSquared Tranche B Working Capital Loans** " means the tranche "B" "super-priority" working capital term loans to be made under the New LightSquared Working Capital Loan Facility, which shall rank *pari passu* in right of payment and security with the New LightSquared Tranche A Working Capital Loans, and which shall have the same rights as the New LightSquared Tranche A Working Capital Loans, except that the Holders of the New LightSquared Tranche B Working Capital Loans shall not have any voting, approval, or waiver rights (including with respect to the exercise of remedies) under the New LightSquared Term Loan Facility, other than with respect to changes to the principal amount of, or the interest rate or payment date or maturity date applicable to, New LightSquared Tranche B Working Capital Loans, the release of all or substantially all of the Collateral or the value of the guarantees in respect of the New LightSquared Loan Facility, or with respect to any modification or waiver that would have a disproportionate impact on the New LightSquared Tranche B Working Capital Loans compared to the New LightSquared Tranche A Working Capital Loans.

132. "**New LightSquared Working Capital Facility** " means a "super-priority" working capital term loan facility in an aggregate principal amount of $[__] million, plus the aggregate amount of Allowed New DIP LP Facility Claims to be satisfied thereby, which shall be secured by liens on substantially all of the assets of New LightSquared and its subsidiaries and rank *pari passu* in right of payment and security with the New LightSquared Term Loan Facility; provided that the New LightSquared Working Capital Facility shall have "super-priority" status with respect to certain prepayments, repayments, and the application of proceeds in connection with an enforcement action as described above in the definition of "New LightSquared Term Loan Facility." The New LightSquared Working Capital Facility shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the LP Debtors.

133. "**New LightSquared Working C apital Facility Lenders** " means the lenders under the New LightSquared Working Capital Facility that are party to the New LightSquared Loan Facility Agreement from time to time.

134. "**New LightSquared Working Capital Facility Loans**" means the New LightSquared Tranche A Working Capital Loans and the New LightSquared Tranche B Working Capital Loans.

135. "**Person**" has the meaning set forth in section 101(41) of the Bankruptcy Code.

136. "**Petition Date**" means May 14, 2012.

137. "**Plan**" means this chapter 11 plan, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time (but solely in accordance with the terms hereof), in form and substance reasonably acceptable to the Plan Proponents, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

138. "**Plan Consideration**" means a payment or distribution of Cash, assets, securities, or instruments evidencing an obligation to Holders of Allowed Claims or Equity Interests under the Plan. Plan Consideration to be paid or distributed with respect to any Allowed Claims or Equity Interests in Classes 3C, 4, 5, and 6 shall consist solely of Excess Auction Proceeds.

139. "**Plan Consideration Carve-Out**" means the amount of Plan Consideration necessary to fund the Professional Fee Reserve and Disputed Claims and Equity Interests Reserve.

140. "**Plan Distribution**" means a payment or distribution to Holders of Allowed Claims, Allowed Equity Interests, or other eligible Entities under the Plan or Plan Supplement documents.

141. "**Plan Documents**" means the documents other than this Plan to be executed, delivered, assumed, or performed in conjunction with the Plan as necessary to consummate the Plan Transactions, including, without limitation, any documents included in the Plan Supplement, in each case, in form and substance satisfactory to the Plan Proponents.

142. "**Plan Proponents**" means the LP Debtors and the Ad Hoc LP Secured Group.

143. "**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules and, in each case, in form and substance satisfactory to the Plan Proponents) to be Filed no later than the Plan Supplement Date or such other date as may be approved by the Bankruptcy Court, including the Plan Documents.

144. "**Plan Supplement Date**" means (a) [_____ __], 2014 or (b) such other date agreed to by the Plan Proponents and approved by the Bankruptcy Court; provided that the Plan Proponents reserve the right to File amended Plan Documents at any time prior to the conclusion of the Confirmation Hearing.

145. "**Plan Transactions**" means one or more transactions to occur on or before the Effective Date, or as soon thereafter as reasonably practicable, that may be necessary or

appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, equity issuance, sale, dissolution, certificates of incorporation, certificates of partnership, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; and (c) all other actions that the Plan Proponents or Reorganized LP Debtors, as applicable, determine are necessary or appropriate.

146. "**Potential Harbinger Claims**" means any claim or Cause of Action that has been or may be asserted by Harbinger arising out of, relating to, or in connection with the Chapter 11 Cases of the LP Debtors, the LP Debtors, or the LP Debtors' businesses, including against any Entities in the GPS Industry or the United States government, including, without limitation, the Causes of Action asserted in the proceedings captioned *LightSquared Inc. v. Deere & Co. (In re LightSquared Inc.)*, Case No. 12-12080 (SCC), Adv. Proc. No. 13-01670 (SCC) (Bankr. S.D.N.Y. 2013), *LightSquared Inc. v. Deere & Co.*, Case No. 13-cv-08157 (RMB) (S.D.N.Y. 2013), *Harbinger Capital Partners LLC v. Deere & Co.*, Case No. 13-cv-5543 (RMB) (S.D.N.Y. 2013), and *Harbinger Capital Partners, LLC v. United States*, Civil Action No. 14-cv-00597 (Fed. Cl. 2014).

147. "**Prepetition Inc. Agent**" means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch under the Prepetition Inc. Credit Agreement.

148. "**Prepetition Inc. Borrower**" means LightSquared Inc., as borrower under the Prepetition Inc. Credit Agreement.

149. "**Prepetition Inc. Credit Agreement**" means that certain Credit Agreement, dated as of July 1, 2011 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the Prepetition Inc. Obligors, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders.

150. "**Prepetition Inc. Facility Action**" means an action brought by the Ad Hoc LP Secured Group prior to the Effective Date, in accordance with the terms and conditions of this Plan, pursuant to which it brings Claims or Causes of Action identified or alleged against the Prepetition Inc. Agent and/or the Prepetition Inc. Lenders, as the case may be, in the Standing Motion.

151. "**Prepetition Inc. Guarantors**" means One Dot Four Corp., One Dot Six Corp., and One Dot Six TVCC Corp., as guarantors under the Prepetition Inc. Credit Agreement.

152. "**Prepetition Inc. Lenders**" means the lenders party to the Prepetition Inc. Credit Agreement from time to time.

153. "**Prepetition Inc. Obligors**" means the Prepetition Inc. Borrower and the Prepetition Inc. Guarantors.

154. "**Prepetition LP Agent**" means, collectively, Wilmington Savings Fund Society, FSB, as administrative agent, and Wilmington Trust FSB, as collateral trustee, under the Prepetition LP Credit Agreement.

155. "**Prepetition LP Borrower**" means LightSquared LP, as borrower, under the Prepetition LP Credit Agreement.

156. "**Prepetition LP Credit Agreement**" means that certain Credit Agreement, dated as of October 1, 2010 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the Prepetition LP Obligors, the Prepetition LP Agent, and the Prepetition LP Lenders.

157. "**Prepetition LP Facility**" means that certain $1,500,000,000 term loan credit facility provided in connection with the Prepetition LP Credit Agreement.

158. "**Prepetition LP Facility Claim**" means a Claim held by the Prepetition LP Agent or Prepetition LP Lenders arising under, or related to, the Prepetition LP Loan Documents.

159. "**Prepetition LP Facility Non-SPSO Claim**" means a Prepetition LP Facility Claim that is not a Prepetition LP Facility SPSO Claim or a Prepetition LP Facility SPSO Subordinated Claim.

160. "**Prepetition LP Facility Postpetition Interest**" means all interest owed pursuant to the Prepetition LP Credit Agreement from and after the Petition Date less the amount of adequate protection payments made by LightSquared LP during the Chapter 11 Cases pursuant to the LP Cash Collateral Order (exclusive of Professional Fees (as defined in the LP Cash Collateral Order) paid in accordance with the LP Cash Collateral Order).

161. "**Prepetition LP Facility Prepetition Interest**" means all interest owed pursuant to the Prepetition LP Loan Documents prior to the Petition Date.

162. "**Prepetition LP Facility Repayment Premium**" means the repayment premium due and owing pursuant to § 2.10(f) of the Prepetition LP Credit Agreement.

163. "**Prepetition LP Facility SPSO Claim**" means a Prepetition LP Facility Claim held by SPSO or any of its Affiliates, other than a Prepetition LP Facility SPSO Subordinated Claim.

164. "**Prepetition LP Facility SPSO Subordinated Claim**" means a Prepetition LP Facility Claim held by SPSO or any of its affiliates that has been equitably subordinated pursuant to an order of the Bankruptcy Court following the Confirmation Date.

165. ["**Prepetition LP Facility SPSO Subordinated Guarantee Claim**" means a Prepetition LP Facility SPSO Subordinated Claim against any of the Inc. Debtors.]

166. "**Prepetition LP Guarantors**" means LightSquared Inc., 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., as guarantors under the Prepetition LP Credit Agreement.

167. "**Prepetition LP Lenders**" means the lenders party to the Prepetition LP Credit Agreement from time to time.

168. "**Prepetition LP Loan Documents**" means the Prepetition LP Credit Agreement together with all related security agreements, notes, guarantees, pledge agreements, mortgages, fixture filings, transmitting utility filings, deeds of trust, financing statements, instruments, agreements, documents, assignments, account control agreements, or other security documents (as each of the foregoing may be amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

169. "**Prepetition LP Obligors**" means the Prepetition LP Borrower and the Prepetition LP Guarantors.

170. "**Prior Bid Procedures Order**" means the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892].

171. "**Priority Tax Claim**" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

172. "**Pro Rata**" means (a) with respect to Claims, the proportion that an Allowed Claim in a particular Class (or among particular unclassified Claims) bears to the aggregate amount of the Allowed Claims in that Class (or among those particular unclassified Claims), or the proportion that Allowed Claims in a particular Class and other Classes (or particular unclassified Claims) entitled to share in the same recovery as such Allowed Claim under the Plan bears to the aggregate amount of such Allowed Claims, and (b) with respect to Equity Interests, the proportion that an Allowed Equity Interest in a particular Class bears to the aggregate amount of the Allowed Equity Interests in that Class or the proportion that an Allowed Equity Interest in a particular Class and other Classes entitled to share in the same recovery as such Allowed Equity Interest under the Plan bears to the aggregate amount of such Allowed Equity Interests.

173. "**Professional**" means an Entity employed by the LP Debtors and their Estates pursuant to a Bankruptcy Court order in accordance with sections 327, 328, 330, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363, and 331 of the Bankruptcy Code or awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code (excluding those Entities entitled to compensation for services rendered after the Petition Date in the ordinary course of business pursuant to a Final Order granting such relief).

174. "**Professional Fee Escrow Account**" means an interest-bearing account in an amount equal to the Professional Fee Reserve Amount funded and maintained by the

Reorganized LP Debtors on and after the Effective Date for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

175. "**Professional Fee Reserve**" means the Cash from the Plan Consideration Carve-Out in an amount equal to the Professional Fee Reserve Amount to be held in reserve by the Reorganized LP Debtors in the Professional Fee Escrow Account.

176. "**Professional Fee Reserve Amount**" means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with Article II.B.3 hereof.

177. "**Prohibited Transferee**" means SPSO, any SPSO Affiliate, and any other Person that may be identified by the Plan Proponents in a Plan Supplement as a Prohibited Transferee.

178. "**Proof of Claim**" means a proof of Claim Filed against any of the LP Debtors in the Chapter 11 Cases.

179. "**Qualified Bid**" has the meaning set forth in the Auction Procedures.

180. "**Reinstated**" means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured, (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default, (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law, (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the Debtors or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure, and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Equity Interest entitles the Holder.

181. "**Reinstated Intercompany Interests**" means, except as otherwise provided in the Plan, the Intercompany Interests that are Reinstated under, and pursuant to, the Plan.

182. "**Released Party**" means each of the following: (a) the LP Debtors; (b) the Ad Hoc LP Secured Group and each member thereof; (c) each Prepetition LP Lender; (d) the Prepetition LP Agent; (e) each DIP LP Lender; (f) each New DIP LP Facility Lender; (g) the New DIP LP Facility Agent; (h) the present and former directors, officers, managers, equity holders, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, brokers, bankruptcy and restructuring advisors, and financial advisors of the parties listed in (a) through (g), in each case in their capacity as such; (i) each of the respective affiliates of the

parties listed in (a) through (h), in their capacity as such; and (j) any Person claimed to be liable derivatively through any of the foregoing; provided, however, that to the extent Holders of Allowed Prepetition LP Facility SPSO Claims in Class 3B vote to reject the Plan, such Holders of Allowed Prepetition LP Facility SPSO Claims, along with each of their present and former directors, officers, managers, equity holders, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, brokers, bankruptcy and restructuring advisors, and financial advisors shall not be Released Parties; provided, further, that notwithstanding the foregoing, none of the Inc. Debtors shall be a Released Party.

183. "**Releasing Party**" has the meaning set forth in Article VIII.F hereof.

184. "**Reorganized LP Debtors**" means, collectively, New LightSquared and each of the LP Debtors other than LightSquared LP as reorganized under, and pursuant to, the Plan, on or after the Effective Date.

185. "**Reorganized LP Debtors Boards**" means, collectively, the boards of each of the Reorganized LP Debtors.

186. "**Reorganized LP Debtors Bylaws**" means, collectively, the bylaws of each of the Reorganized LP Debtors.

187. "**Reorganized LP Debtors Charters**" means, collectively, the charters of each of the Reorganized LP Debtors.

188. "**Reorganized LP Debtors Corporate Governance Documents**" means, as applicable, (a) the Reorganized LP Debtors Bylaws, (b) the Reorganized LP Debtors Charters, and (c) any other applicable organizational or operational documents with respect to the Reorganized LP Debtors.

189. "**Retained Causes of Action**" means the Causes of Action of the LP Debtors listed on the Schedule of Retained Causes of Action.

190. "**Schedule of Assumed Agreements**" means the schedule of certain Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, by the LP Debtors pursuant to the Plan, including any Cure Costs related thereto (as the same may be amended, modified, or supplemented from time to time with the consent of each Plan Proponent).

191. "**Schedule of Retained Causes of Action**" means the schedule of certain Causes of Action of the LP Debtors that are not released, waived, or transferred pursuant to the Plan or otherwise (as the same may be amended, modified, or supplemented from time to time with the consent of each Plan Proponent).

192. "**Schedules**" means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the LP Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules (as they may be amended, modified, or supplemented from time to time).

193. "**Secured**" means, when referring to a Claim, (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code as determined pursuant to section 506(a) of the Bankruptcy Code, or (b) Allowed pursuant to the Plan as a Secured Claim.

194. "**Secured Claim**" means a Claim, either as set forth in this Plan, as agreed to by the Holder of such Claim and the Plan Proponents, or as determined by a Final Order in accordance with sections 506(a) and 1111(b) of the Bankruptcy Code: (a) that is secured by a valid, perfected, and enforceable Lien on Collateral, to the extent of the value of the Claim Holder's interest in such Collateral as of the Confirmation Date; or (b) to the extent that the Holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

195. "**Securities Act**" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect and hereafter amended, or any similar federal, state, or local law.

196. "**Securities Exchange Act** " means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as now in effect and hereafter amended, or any similar federal, state, or local law.

197. "**Security**" has the meaning set forth in section 2(a)(1) of the Securities Act.

198. "**Sharing Provision**" means the equitable and ratable distribution and sharing provisions of the Prepetition LP Credit Agreement (including, without limitation, Sections 2.14 and 8.02 thereof), and any other relevant Prepetition LP Loan Documents.

199. "**Special Committee**" means the special committee of the board of directors of LightSquared Inc. and LightSquared GP Inc.

200. "**SPSO**" means SP Special Opportunities, LLC.

201. "**SPSO Affiliate**" means any Affiliate of SPSO, including, but not limited to, (a) Charles W. Ergen and any Affiliate of Charles W. Ergen, (b) any Entity owned or controlled by Charles W. Ergen, (c) DISH Network Corporation and EchoStar Corporation, (d) any Affiliate of DISH Network Corporation or EchoStar Corporation, and (e) any Affiliates of the foregoing.

202. "**SPSO Fee Claims**" means all Claims for the reasonable and documented out-of-pocket expenses (including professionals' fees and expenses) incurred by SPSO in connection with the Chapter 11 Cases or the Prepetition LP Loan Documents.

203. "**Standing Motion**" means that certain *Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority To Commence, Prosecute and/or Settle Certain Claims of the Debtors' Estates* [Docket No. 323].

204. "**Successful Purchaser**" has the meaning set forth in the Auction Procedures.

205. "**Transfer**" or "**Transferred**" means, whether voluntarily or involuntarily or by operation of law, directly or indirectly, the sale, assignment, donation, gift, pledging, hypothecation, disposal of, encumbering or granting a security interest in, or in any other manner, transferring any New LightSquared Stapled B Units, New LightSquared Tranche B Term Loans, New LightSquared Tranche B Working Capital Loans, or New DIP LP Facility Tranche B Loans, in whole or in part, with or without consideration, or any other right or interest therein, or entering into any transaction which results in the economic equivalent of a transfer to any Person, including any derivative transaction that has the effect of changing materially the economic benefits and risks of ownership .

206. "**Unexpired Lease**" means a lease to which one or more of the LP Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

207. "**Unimpaired**" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

208. "**U.S. Trustee**" means the United States Trustee for the Southern District of New York.

209. "**U.S. Trustee Fees**" means fees arising under section 1930(a)(6) of the Judicial Code and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717, in each case payable by the LP Debtors and their Estates.

210. "**Voting Record Date**" means the first day of the hearing held by the Bankruptcy Court to consider approval of the Disclosure Statement filed with respect to the Plan.

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in such form or substantially on such terms and conditions; (3) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit as it may thereafter be amended, modified, or supplemented; (4) unless otherwise stated, all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time; (5) any reference herein to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (6) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (7) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (9) unless otherwise stated, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and

(10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

C. Non-Consolidated Plan

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the LP Debtors and consolidates classes of Claims against, and Equity Interests in, the LP Debtors, the Plan does not provide for the substantive consolidation of any of the LP Debtors.

For the avoidance of doubt, the Plan must comply with section 1129 of the Bankruptcy Code for each LP Debtor, and votes with respect to the Plan shall be tabulated on a non-consolidated basis by class and by Debtor with respect to the LP Debtors for the purpose of determining whether the Plan satisfies section 1129 of the Bankruptcy Code.

D. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

E. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the LP Debtors or the Reorganized LP Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state or other jurisdiction of incorporation of the applicable LP Debtor or Reorganized LP Debtor, as applicable.

F. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II.
ADMINISTRATIVE CLAIMS, ACCRUED PROFESSIONAL COMPENSATION CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES

All Claims and Equity Interests (except Administrative Claims, Accrued Professional Compensation Claims, DIP Claims, Priority Tax Claims, and U.S. Trustee Fees) are placed in the Classes set forth in Article III hereof. In accordance with section 1123(a)(l) of the Bankruptcy Code, Administrative Claims, Accrued Professional Compensation Claims, DIP Claims, Priority

Tax Claims, and U.S. Trustee Fees have not been classified, and the Holders thereof are not entitled to vote on the Plan. A Claim or Equity Interest is placed in a particular Class only to the extent that the Claim or Equity Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes.

A. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the LP Debtors, each Holder of an Allowed Administrative Claim (other than of an Accrued Professional Compensation Claim, DIP Claim, and KEIP Payment) shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Administrative Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Administrative Claim either: (1) on the Effective Date or as soon thereafter as reasonably practicable, or, if not then due, when such Allowed Administrative Claim is due or as soon thereafter as reasonably practicable; (2) if the Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order of the Bankruptcy Court Allowing such Administrative Claim becomes a Final Order, or as soon thereafter as reasonably practicable or, if not then due, when such Allowed Administrative Claim is due or as soon thereafter as reasonably practicable; (3) if the Allowed Administrative Claim is based on liabilities incurred by the LP Debtors in the ordinary course of their businesses after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, without any further action by the Holders of such Allowed Administrative Claims; (4) at such other time that is agreed to by the Plan Proponents and the Holder of such Allowed Administrative Claim; or (5) at such other time and on such other terms set forth in an order (including, without limitation, the Confirmation Order and the New DIP LP Facility Order) of the Bankruptcy Court.

Except for Claims of Professionals, DIP Claims, U.S. Trustee Fees, and KEIP Payments, and unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized LP Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the occurrence of the Confirmation Date. Objections to such requests must be Filed and served on the Reorganized LP Debtors and the requesting party by the later of (1) one hundred and eighty (180) days after the Effective Date and (2) one hundred and eighty (180) days after the Filing of the applicable request for payment of Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the LP Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized LP Debtors or any action by the Bankruptcy Court.

Notwithstanding anything to the contrary herein, (1) a Plan Proponent shall not be required to File any request for payment of such Administrative Claim, (2) any Plan Proponent shall be paid in accordance with the terms of the Plan or other applicable governing documents, and (3) no party shall be entitled to, or receive, any Break-Up Fee or Expense Reimbursement.

Notwithstanding anything to the contrary herein, (1) in the case of the Ad Hoc LP Secured Group Fee Claims incurred through and including the New DIP LP Facility Closing Date, such Ad Hoc LP Secured Group Fee Claims shall be paid in full in Plan Consideration in the form of Cash on the New DIP LP Facility Closing Date, and (2) all Ad Hoc LP Secured Group Fee Claims incurred after the New DIP LP Facility Closing Date through and including the Effective Date (to the extent not previously paid by the Debtors), shall be paid monthly subject to the Debtors' prior receipt of invoices and reasonable documentation in connection therewith and without the requirement to File a fee application with the Bankruptcy Court. In the event that the Debtors dispute all or a portion of the Ad Hoc LP Secured Group Fee Claims, the Debtors shall pay the undisputed amount of such Ad Hoc LP Secured Group Fee Claims and segregate the remaining portion of such Ad Hoc LP Secured Group Fee Claims until such dispute is resolved by the parties or by the Bankruptcy Court.

B. Accrued Professional Compensation Claims

1. Final Fee Applications

All final requests for payment of Claims of a Professional shall be Filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court and satisfied in accordance with an order of the Bankruptcy Court.

2. Professional Fee Escrow Account

In accordance with Article II.B.3 hereof, on the Effective Date, the Reorganized LP Debtors shall establish and fund the Professional Fee Escrow Account from the Plan Consideration Carve-Out in the form of Cash in an amount equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors or Reorganized LP Debtors. The amount of Accrued Professional Compensation Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account when such Claims are Allowed by a Final Order. When all Allowed Professional Compensation Claims are paid in full in Cash, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Reorganized LP Debtors.

3. Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Professionals shall estimate their Accrued Professional Compensation Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through the Effective Date, and shall deliver such estimate to the Plan Proponents as soon as practicable after the Confirmation Date; provided, that such estimate shall not be considered an admission with

respect to the fees and expenses of such Professional. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated and agreed to by the Plan Proponents shall comprise the Professional Fee Reserve Amount.

4. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, and subject to the terms of the New DIP LP Facility, on and after the Confirmation Date, the LP Debtors or Reorganized LP Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, Professional, or other fees and expenses related to the Consummation and implementation of the Plan incurred by the LP Debtors or Reorganized LP Debtors, as applicable, on or after the Confirmation Date through the Effective Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered from the Confirmation Date through the Effective Date shall terminate, and the LP Debtors or Reorganized LP Debtors, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to, or action, order, or approval of, the Bankruptcy Court, subject to the terms of the New DIP LP Facility.

C. DIP LP Facility Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP LP Facility Claim, except to the extent that a Holder of a DIP LP Facility Claim agrees to less favorable or other treatment, each Holder of a DIP LP Facility Claim shall receive on the Confirmation Date, New DIP LP Facility Loans to be issued under the New DIP LP Facility in an amount equal to the Allowed DIP LP Facility Claims; provided, however, that to the extent a Holder of an Allowed DIP LP Facility Claim objects to such treatment, such Holder of an Allowed DIP LP Facility Claim shall receive Cash from the proceeds of the New DIP LP Facility on the New DIP LP Facility Closing Date in an amount equal to its Allowed DIP LP Facility Claim. Any New DIP LP Facility Loans to be made by SPSO, either in satisfaction of Allowed DIP LP Facility Claims held by SPSO or otherwise, shall be New DIP LP Facility Tranche B Loans, and shall be subject to the restrictions set forth in Article IV.B.1(a) hereof.

D. New DIP LP Facility Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each New DIP LP Facility Claim, except to the extent that a Holder of a New DIP LP Facility Claim agrees to a less favorable or other treatment, each Holder of a New DIP LP Facility Claim shall receive, on the Effective Date, New LightSquared Working Capital Facility Loans to be issued under the New LightSquared Working Capital Facility in an amount equal to the Allowed New DIP LP Facility Claims; provided, however, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed New DIP LP Facility Claims shall receive Auction Proceeds in lieu of New LightSquared Working Capital Facility Loans as provided in Article IV.C hereof; provided, further, however, that to the extent a Holder of an Allowed New DIP LP Facility Claim objects to the treatment set forth above in this Article

II.D, such Holder of an Allowed New DIP LP Facility Claim shall receive Plan Consideration in the form of Cash on the Effective Date in an amount equal to its Allowed New DIP LP Facility Claim. Any New LightSquared Working Capital Loans to be made by SPSO, either in satisfaction of Allowed New DIP LP Facility Claims held by SPSO, if any, or otherwise, shall be New LightSquared Tranche B Working Capital Loans, and shall be subject to the restrictions set forth in Article IV.B.2(c) and (d) hereof.

E. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable or other treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive on the Effective Date or as soon thereafter as reasonably practicable: (1) Plan Consideration in the form of Cash in an amount equal to such Allowed Priority Tax Claim; (2) Plan Consideration in the form of Cash in an amount agreed to by such Holder and the Reorganized LP Debtors; or (3) at the option of the Reorganized LP Debtors, Plan Consideration in the form of Cash in an aggregate amount equal to such Allowed Priority Tax Claim payable in installment payments over a period of not more than five (5) years after the Petition Date pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, the Holder of such Claim shall receive Plan Consideration in the form of Cash in accordance with the terms of any agreement between the Reorganized LP Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

F. Payment of Statutory Fees

On the Effective Date or as soon thereafter as reasonably practicable, the Reorganized LP Debtors shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. Following the Effective Date, the Reorganized LP Debtors shall pay the U.S. Trustee Fees for each quarter (including any fraction thereof) until the first to occur of the Chapter 11 Cases of the LP Debtors being converted, dismissed, or closed.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Summary

The categories listed in Article III.B hereof classify Claims against, and Equity Interests in, each of the LP Debtors for all purposes. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving Plan Distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

B. Classification and Treatment of Claims and Equity Interests

To the extent a Class contains Allowed Claims or Allowed Equity Interests with respect to a particular LP Debtor, the treatment provided to each Class for distribution purposes is specified below:

1. Class 1 – LP Other Priority Claims

(a) *Classification*: Class 1 consists of all LP Other Priority Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP Other Priority Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed LP Other Priority Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed LP Other Priority Claim.

(c) *Voting*: Class 1 is Unimpaired by the Plan. Each Holder of a Class 1 – LP Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 1 – LP Other Priority Claim is entitled to vote to accept or reject the Plan.

2. Class 2 – LP Other Secured Claims

(a) *Classification*: Class 2 consists of all LP Other Secured Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP Other Secured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed LP Other Secured Claim shall receive one of the following treatments, in the sole discretion of the Plan Proponents: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed LP Other Secured Claim; (ii) delivery of the Collateral securing such Allowed LP Other Secured Claim and payment of interest required to be paid under section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed LP Other Secured Claim in any other manner such that the Allowed LP Other Secured Claim shall be rendered Unimpaired.

(c) *Voting*: Class 2 is Unimpaired by the Plan. Each Holder of a Class 2 – LP Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 2 – LP Other Secured Claim is entitled to vote to accept or reject the Plan.

(d) *Deficiency Claims*: To the extent that the value of the Collateral securing each Allowed LP Other Secured Claim is less than the amount of such Allowed LP Other Secured Claim, the undersecured portion of such Claim shall be treated for all purposes under this Plan as an LP General Unsecured Claim and shall be classified as a Class 4 – LP General Unsecured Claim.

3. Class 3A – Prepetition LP Facility Non-SPSO Claims

(a) *Classification*: Class 3A consists of all Prepetition LP Facility Non-SPSO Claims.

(b) *Allowance*: The Prepetition LP Facility Non-SPSO Claims shall be Allowed Claims on the Effective Date for all purposes, and for the avoidance of doubt shall include all Prepetition LP Facility Postpetition Interest, all Prepetition LP Facility Prepetition Interest, and the Prepetition LP Facility Repayment Premium.

(c) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility Non-SPSO Claim, on the Effective Date, and except to the extent that a Holder of an Allowed Prepetition LP Facility Non-SPSO Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility Non-SPSO Claim shall receive its Pro Rata share of (i) $1.0 billion of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche A Term Loans, and (ii) 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class A Common Equity; provided, however, that if Class 3B votes to reject the Plan, the amount of the New LightSquared Term Loans issued pursuant to this Article III.B.3(c) shall be increased to $1.2 billion. A Holder's Pro Rata share in this Article III.B.3(c) shall be the proportion that a Holder's Allowed Prepetition LP Facility Non-SPSO Claim bears to the aggregate amount of all (i) Allowed Prepetition LP Facility Non-SPSO Claims, plus (ii) Allowed Prepetition LP Facility SPSO Claims if Class 3B votes to accept the Plan.

Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition LP Facility Non-SPSO Claims shall receive Auction Proceeds in lieu of certain consideration set forth in this Article III.B.3(c), as provided in Article IV.C hereof.

For the avoidance of doubt, notwithstanding anything to the contrary contained in the Plan, all claims and Causes of Action, including, without limitation, any and all claims arising under and pursuant to the Prepetition LP Loan Documents, held by any Holder of a Prepetition LP Facility Non-

SPSO Claim against any Inc. Debtor or any holder of a claim against or equity interest in an Inc. Debtor shall be and are preserved and shall not be and are not released, waived, or compromised under or pursuant to the Plan, including pursuant to the treatment specified in this Article III.B.3(c).

(d) *Voting*: Class 3A is Impaired by the Plan. Each Holder of a Class 3A – Prepetition LP Facility Non-SPSO Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

4. Class 3B – Prepetition LP Facility SPSO Claims

(a) *Classification*: Class 3B consists of all Prepetition LP Facility SPSO Claims.

(b) *Allowance*: Prepetition LP Facility SPSO Claims shall be Allowed as follows:

(i) in the event that Class 3B votes to accept the Plan, the Prepetition LP Facility SPSO Claims shall be Allowed Claims on the Effective Date for all purposes, without subordination, in the aggregate amount of (A) $900 million (which amount, for the avoidance of doubt, includes all Prepetition LP Facility Postpetition Interest, all Prepetition LP Facility Prepetition Interest, the Prepetition LP Facility Repayment Premium, SPSO Fee Claims, and all other amounts otherwise accrued under the Prepetition LP Loan Documents with respect to such Prepetition LP Facility SPSO Claims through and including the Confirmation Date), plus (B) all Prepetition LP Facility Postpetition Interest that accrues on such Prepetition LP Facility SPSO Claims between the Confirmation Date and the Effective Date, plus (C) all SPSO Fee Claims incurred between the Confirmation Date and the Effective Date; or

(ii) in the event that Class 3B votes to reject the Plan, (A) the Allowed amount of the Prepetition LP Facility SPSO Claims, including the amount of the Prepetition LP Facility SPSO Subordinated Claims, shall be determined by the Bankruptcy Court after the Confirmation Date, (B) the Class 3B – Prepetition LP Facility SPSO Claims shall be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII hereof, (C) each Holder of a Prepetition LP Facility SPSO Claim shall not be treated as a Released Party, and (D) all claims against SPSO shall be preserved.

(c) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility SPSO Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed

Prepetition LP Facility SPSO Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility SPSO Claim shall receive:

(iii) in the event that Class 3B votes to accept the Plan, (A) Cash in the amount of the SPSO Fee Claims incurred between the Confirmation Date and the Effective Date, (B) its Pro Rata share of $[1.0 billion] of New LightSquared Term Loans issued under the New LightSquared Term Loan Facility, which shall be New LightSquared Tranche B Term Loans, and (C) its Pro Rata share of 100% of the New LightSquared Common Equity issued as of the Effective Date, which shall be New LightSquared Class B Common Equity. A Holder's Pro Rata share in this Article III.B.4(c)(i) shall be the proportion that a Holder's Allowed Prepetition LP Facility SPSO Claim bears to the aggregate amount of all (Y) Allowed Prepetition LP Facility SPSO Claims, plus (Z) Allowed Prepetition LP Facility Non-SPSO Claims; or

(iv) in the event that Class 3B votes to reject the Plan, New LightSquared Tranche B Term Loans issued under the New LightSquared Term Loan Facility in an amount equal to its Allowed Prepetition LP Facility SPSO Claim.

Notwithstanding the foregoing, if there is a Successful Purchaser pursuant to the Auction and such Successful Purchaser closes, Holders of Allowed Prepetition LP Facility SPSO Claims may receive Auction Proceeds in lieu of certain consideration set forth in this Article III.B.4(c), as provided in Article IV.C hereof.

For the avoidance of doubt, notwithstanding anything to the contrary contained in the Plan, all claims and Causes of Action, including, without limitation, any and all claims arising under and pursuant to the Prepetition LP Loan Documents, held by any Holder of a Prepetition LP Facility SPSO Claim against any Inc. Debtor or any holder of a claim against or equity interest in an Inc. Debtor shall be and are preserved and shall not be and are not released, waived, or compromised under or pursuant to the Plan, including pursuant to the treatment specified in this Article III.B.4(c).

(d) *Voting*: Class 3B is Impaired by the Plan. Each Holder of a Class 3B – Prepetition LP Facility SPSO Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan; provided, that such vote may be designated under section 1126(e) of the Bankruptcy Code pursuant to an order of the Bankruptcy Court.

5. Class 3C – Prepetition LP Facility SPSO Subordinated Claims

(a) *Classification*: Class 3C consists of all Prepetition LP Facility SPSO Subordinated Claims, if any.

(b) *Allowance*: In the event that Class 3B votes to reject the Plan, (i) the Allowed Amount of the Prepetition LP Facility SPSO Subordinated Claims shall be determined by the Bankruptcy Court after the Confirmation Date, (ii) the Class 3C – Prepetition LP Facility SPSO Subordinated Claims shall be Disputed Claims, subject to disallowance, subordination, recharacterization, and all other remedies, and shall be treated in accordance with Articles VI and VII hereof, (iii) each Holder of a Prepetition LP Facility SPSO Subordinated Claim shall not be treated as a Released Party, and (iv) all claims against SPSO shall be preserved.

(c) *Treatment*: In the event that Class 3B votes to reject the Plan, then in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility SPSO Subordinated Claim, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent that a Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim shall receive its Pro Rata share of Excess Auction Proceeds, if any; provided, in no event shall any distribution to a Holder of an Allowed Prepetition LP Facility SPSO Subordinated Claim pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Prepetition LP Facility SPSO Subordinated Claim [(including any Allowed Prepetition LP Facility SPSO Subordinated Guarantee Claims)].

(d) *Voting*: Class 3C is Impaired by the Plan. Each Holder of a Class 3C – Prepetition LP Facility SPSO Subordinated Claim, if any, as of the Voting Record Date is entitled to vote to accept or reject the Plan; provided, that such vote may be designated under section 1126(e) of the Bankruptcy Code pursuant to an order of the Bankruptcy Court. For the avoidance of doubt, in the event that Class 3B votes to accept the Plan, Class 3C shall not exist and any vote cast with respect to Class 3C shall not be counted.

6. Class 4 – LP General Unsecured Claims

(a) *Classification*: Class 4 consists of all LP General Unsecured Claims.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed LP General Unsecured Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed LP General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed LP General Unsecured Claim shall receive Plan Consideration in the form of Cash in

an amount equal to the principal amount of such Allowed LP General Unsecured Claim.

(c) *Voting*: Class 4 is Impaired by the Plan. Each Holder of a Class 4 – LP General Unsecured Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

7. Class 5 – Existing LP Preferred Units Equity Interests

(a) *Classification*: Class 5 consists of all Existing LP Preferred Units Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Preferred Units Equity Interest, each Existing LP Preferred Units Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Existing LP Preferred Units Equity Interest agrees to less favorable treatment, each Holder of an Allowed Existing LP Preferred Units Equity Interest shall receive its Pro Rata share of Excess Auction Proceeds, if any, as provided in Article IV.C hereof; provided, in no event shall any distribution to a Holder of an Allowed Existing LP Preferred Units Equity Interest pursuant to the Plan be in excess of 100% of the amount of such Holder's Allowed Existing LP Preferred Units Equity Interest.

(c) *Voting*: Class 5 is Impaired by the Plan. Each Holder of a Class 5 – Existing LP Preferred Units Equity Interest as of the Voting Record Date is entitled to vote to accept or reject the Plan.

8. Class 6 – Existing LP Common Units Equity Interests

(a) *Classification*: Class 6 consists of all Existing LP Common Units Equity Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Common Units Equity Interest, each Existing LP Common Units Equity Interest shall be cancelled and, on the Effective Date or as soon thereafter as reasonably practicable, each Holder of an Allowed Existing LP Common Units Equity Interest shall receive its Pro Rata share of Excess Auction Proceeds, if any, as provided in Article IV.C hereof.

(c) *Voting*: Class 6 is Impaired by the Plan. Each Holder of a Class 6 – Existing LP Common Units Equity Interest as of the Voting Record Date is entitled to vote to accept or reject the Plan.

9. Class 7 – Intercompany Claims

(a) *Classification*: Class 7 consists of all Intercompany Claims.

(b) *Treatment*: All Allowed Intercompany Claims shall be cancelled as of the Effective Date, and Holders of Allowed Intercompany Claims shall not receive any distribution from Plan Consideration, or retain any Claims, on account of such Allowed Intercompany Claims; [provided, however, that any Allowed Intercompany Claim of SkyTerra (Canada) Inc. against LightSquared Corp. shall not be cancelled and shall be Reinstated for the benefit of the Holder thereof.]

(c) *Voting*: Class 7 is Impaired by the Plan. Each Holder of a Class 7 – Intercompany Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. No Holder of a Class 7 – Intercompany Claim is entitled to vote to accept or reject the Plan.

10. Class 8 – Intercompany Interests

(a) *Classification*: Class 8 consists of all Intercompany Interests.

(b) *Treatment*: In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Intercompany Interest, on the Effective Date or as soon thereafter as reasonably practicable, each Allowed Intercompany Interest shall be Reinstated for the benefit of the Holder thereof and treated in accordance with the Plan, as applicable.

(c) *Voting*: Class 8 is Unimpaired by the Plan. Each Holder of a Class 8 – Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 8 Intercompany Interest is entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims and Equity Interests

Except as otherwise provided in the Plan, nothing under the Plan shall affect the LP Debtors' rights in respect of any Unimpaired Claims or Equity Interests, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims or Equity Interests.

D. Acceptance or Rejection of Plan

1. Voting Classes Under Plan

Under the Plan, Classes 3A, 3B, 3C, 4, 5, and 6 are Impaired, and each Holder of a Claim or Equity Interest as of the Voting Record Date in such Classes is entitled to vote to accept or reject the Plan; provided, however, that to the extent that any Class of Claims or Equity Interests is satisfied in full, in Cash, from Plan Consideration, the Plan Proponents reserve the right to

(a) deem such Class as Unimpaired and (b) treat the Holders in such Class as conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Presumed Acceptance Under Plan

Under the Plan, Classes 1, 2, and 8 are Unimpaired, and the Holders of Claims or Equity Interests in such Classes are (a) conclusively presumed to have accepted the Plan, and (b) not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited.

3. Deemed Rejection of the Plan

Under the Plan, Class 7 is Impaired, and the Holders of Claims in such Class (a) shall receive no distributions under the Plan on account of their Claims, (b) are deemed to have rejected the Plan, and (c) are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited.

4. Acceptance by Impaired Classes of Claims or Equity Interests

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

Pursuant to section 1126(d) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds (2/3) in amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

5. Presumed Acceptance by Non-Voting Classes

If a Class contains Claims or Equity Interests eligible to vote and no Holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Equity Interests in such Class.

E. Elimination of Vacant Classes

Any Class of Claims or Equity Interests that does not have a Holder of an Allowed Claim or Allowed Equity Interest, or a Claim or Equity Interest temporarily Allowed by the Bankruptcy Court as of the Confirmation Hearing Date, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Confirmation Pursuant to Section 1129(b) of Bankruptcy Code

To the extent that any Impaired Class votes to reject the Plan, the Plan Proponents may request Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code; provided, that the Plan Proponents shall not be required to satisfy section 1129(b) of the Bankruptcy Code with respect to any Class whose vote(s) are designated pursuant to section 1126(e) of the

Bankruptcy Code. The Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw this Plan or any document in the Plan Supplement, including amending or modifying it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

G. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Equity Interests, or any Class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF PLAN

A. Sources of Consideration for Plan Distributions

All consideration necessary for the Disbursing Agent to make Plan Distributions shall be obtained from the Plan Consideration. Plan Consideration to be paid or distributed with respect to any Allowed Claims or Equity Interests in Classes 3C, 4, 5, and 6 shall consist solely of Excess Auction Proceeds.

B. Plan Transactions

The Confirmation Order shall be deemed to authorize, among other things, the Plan Transactions. On and after the Confirmation Date or the Effective Date, as applicable, the LP Debtors or the Reorganized LP Debtors, as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and this Article IV, including: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, reorganization, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (3) the filing of appropriate certificates of incorporation, certificates of partnership, merger, amalgamation, consolidation, conversion, reconstitution, or dissolution with the appropriate governmental authorities pursuant to applicable law; and (4) all other actions that the LP Debtors or the Reorganized LP Debtors, as applicable, determine are necessary or appropriate.

1. Confirmation Date Plan Transactions. Certain Plan Transactions occurring on or as soon as practicable after the Confirmation Date shall include, without limitation, the following:

(a) New DIP LP Facility. On or as soon as practicable after the Confirmation Date, the New DIP LP Facility Obligors and the other relevant entities shall enter into the New DIP LP Facility Credit Agreement. On the New DIP LP Facility Closing Date, subject to the terms of the New DIP LP Facility Credit Agreement, the New DIP LP Facility Lenders shall fund the New DIP LP Facility and the proceeds shall be used to (i) if and to the extent necessary, indefeasibly repay in full in Cash the Allowed DIP LP

Facility Claims, (ii) pay certain Ad Hoc LP Secured Group Fee Claims as set forth in Article II.A hereof, and (iii) fund the working capital requirements of the LP Debtors through the Effective Date.

Any New DIP LP Facility Loans to be made by SPSO, either in satisfaction of Allowed DIP LP Facility Claims held by SPSO or otherwise, shall be New DIP LP Facility Tranche B Loans. If SPSO or any SPSO Affiliate acquires any right, title, or interest to or in respect of New DIP LP Facility Tranche A Loans, such New DIP LP Facility Tranche A Loans shall automatically convert to New DIP LP Facility Tranche B Loans.

If New DIP LP Facility Tranche B Loans are Transferred to an Eligible Transferee, then such New DIP LP Facility Tranche B Loans shall convert to New DIP LP Facility Tranche A Loans. All Transfers of New DIP LP Facility Tranche B Loans shall be subject to the prior approval of the LP Debtors' board of directors or managers (including the board of an LP Debtors' general partner), as applicable. Any Transfer or purported Transfer of New DIP LP Facility Tranche B Loans without the prior approval of the LP Debtors' board of directors or managers (including the board of an LP Debtors' general partner), as applicable, shall be *void ab initio* (for the avoidance of doubt, if, following a Transfer of New DIP LP Facility Tranche B Loans, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be *void ab initio*).

(b) Auction for New LightSquared Common Equity.

(i) The Confirmation Order shall approve the Auction Procedures, and, to the extent a Qualified Bid with respect to the New LightSquared Common Equity is received, the sale of the New LightSquared Common Equity to the Successful Purchaser pursuant to sections 105(a), 1123(a)(5), 1123(b)(4), 1141, 1142(b), 1145, and 1146(a) of the Bankruptcy Code free and clear of any Claims, Liens, interests, or encumbrances.

(ii) Pursuant to the Auction Procedures, a Qualified Bid for the New LightSquared Common Equity shall, at a minimum (a "Minimum Bid"), be for Cash and (A) in the event that Class 3B votes to accept the Plan, shall be in a minimum amount sufficient to pay (1) all Allowed Prepetition LP Facility Non-SPSO Claims, and (2) all Allowed Prepetition LP Facility SPSO Claims, minus the maximum aggregate amount of New LightSquared Term Loans to be issued under the New LightSquared Term Loan Facility on account of such Claims or (B) in the event that Class 3B votes to reject the Plan, shall be in a minimum amount sufficient to pay all Allowed Prepetition LP Facility Non-SPSO Claims, minus the

maximum aggregate amount of New LightSquared Term Loans to be issued under the New LightSquared Term Loan Facility on account of such Claims. Auction Proceeds shall be applied as set forth in Article IV.C hereof. Any Holder of a Claim or Equity Interest under the Plan, on its own, together with any number of additional Holders of Claims and/or Equity Interests and/or in partnership with a third party, shall be permitted to submit a Qualified Bid in accordance with the Auction Procedures.

(iii) Subject to the approval of a Successful Purchaser by the Ad Hoc LP Secured Group in consultation with the LP Debtors, on the Effective Date, New LightSquared shall be authorized to, among other things, issue, sell, assign, and/or transfer the New LightSquared Common Equity, subject to applicable law and the terms and conditions of the Auction Procedures and the Confirmation Order, and take any and all actions necessary to consummate such transaction. Nothing in the Plan or Confirmation Order shall authorize the transfer or assignment of the New LightSquared Common Equity to the Successful Purchaser (or, if applicable, the Alternative Successful Purchaser) without such Successful Purchaser's (or, if applicable, the Alternative Successful Purchaser's) compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of the New LightSquared Common Equity.

2. Effective Date Plan Transactions. Certain Plan Transactions occurring on or as soon as practicable after the Effective Date shall include, without limitation, the following:

(a) New LightSquared. Except as may be otherwise set forth in a Plan Supplement, LightSquared LP shall be converted to a Delaware limited liability company or corporation with the appropriate governmental authorities pursuant to applicable law.

(b) New LightSquared Loan Facility. New LightSquared and the other relevant entities shall enter into the New LightSquared Loan Facility, comprised of the New LightSquared Term Loan Facility and the New LightSquared Working Capital Facility. Confirmation of the Plan shall constitute (i) approval of the New LightSquared Loan Facility and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the New LightSquared Loan Facility Obligors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (ii) authorization for the New LightSquared Loan Facility Obligors to enter into and execute the New LightSquared Loan Facility Agreement and such other documents as may be required or appropriate. On the Effective Date, the New LightSquared Loan Facility, together with any new promissory notes evidencing the obligation of the New LightSquared

Loan Facility Obligors, and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by the New LightSquared Loan Facility Obligors pursuant to the New LightSquared Loan Facility and related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the New LightSquared Loan Facility Agreement and related documents.

(i) New LightSquared Term Loan Facility. New LightSquared and the other relevant entities shall enter into the New LightSquared Term Loan Facility, which shall be secured by senior liens on all assets of New LightSquared and its subsidiaries that shall rank *pari passu* with the liens securing the loans made pursuant to the New LightSquared Working Capital Facility, but which shall be subject to the "super-priority" status of the New LightSquared Working Capital Facility with respect to application of proceeds from collateral and (in certain circumstances) voluntary and mandatory prepayments, and which shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the LP Debtors. The New LightSquared Term Loans made pursuant to the New LightSquared Term Loan Facility shall be made by the Holders of Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition LP Facility SPSO Claims pursuant to, and in accordance with, Article III.B hereof. If there is a Successful Purchaser pursuant to the Auction described in Article IV.B.1(b) hereof, and such Successful Purchaser closes, the Auction Proceeds shall be applied in accordance with Article IV.C hereof. Pursuant to Article IV.C hereof, the aggregate amount of New LightSquared Term Loans to be made under the New LightSquared Term Loan Facility shall be reduced on a dollar-for-dollar basis by the amount of Auction Proceeds paid to Holders of Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition LP Facility SPSO Claims in lieu of making New LightSquared Term Loans.

In the event Class 3B votes to accept the Plan, the New LightSquared Tranche B Term Loans shall be stapled to the New LightSquared Class B Common Equity, and, if applicable, the New LightSquared Tranche B Working Capital Loans, and may only be Transferred together as a single strip (with such strips to be divided into New LightSquared Stapled B Units). Restrictions on the Transfer of New LightSquared Stapled B Units are discussed below in Article IV.B.2(c) and (d) hereof.

If any New LightSquared Stapled B Units are Transferred to an Eligible Transferee, then such New LightSquared Class B Stapled Units shall convert into New LightSquared Class A Common Equity, New LightSquared Tranche A Term Loans, and, if applicable, New LightSquared Tranche A Working Capital Loans, and shall no longer be

stapled or subject to the voting restrictions (or diluted voting requirements, as applicable) applicable to New LightSquared Class B Common Equity, New LightSquared Tranche B Term Loans, and, if applicable, New LightSquared Tranche B Working Capital Loans. In the event Class 3B votes to reject the Plan and Holders of Allowed Prepetition LP Facility SPSO Claims do not receive New LightSquared Common Equity, then if any New LightSquared Tranche B Term Loans are Transferred to an Eligible Transferee, such New LightSquared Tranche B Term Loans shall convert into New LightSquared Tranche A Term Loans, and shall no longer be subject to the voting restrictions applicable to New LightSquared Tranche B Term Loans. All Transfers of New LightSquared Stapled B Units or New LightSquared Tranche B Term Loans, as applicable, shall be subject to the prior approval of the Board. Any Transfer or purported Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Term Loans without the prior approval of the Board shall be *void ab initio* (for the avoidance of doubt, if, following a Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Term Loans, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be *void ab initio*).

On and after the Effective Date, SPSO and all SPSO Affiliates shall be prohibited from acquiring any additional debt or securities of the Reorganized LP Debtors, except with the prior approval of the Board. If SPSO or any SPSO Affiliate acquires any right, title, or interest to or in respect of any New LightSquared Tranche A Term Loan, such New LightSquared Tranche A Term Loan shall automatically convert into a New LightSquared Tranche B Term Loan.

(ii) New LightSquared Working Capital Facility. On the Effective Date, New LightSquared and the other relevant entities shall enter into the New LightSquared Working Capital Facility, which shall provide for new money loans in the aggregate principal amount of $[___ million], plus additional loans in an aggregate principal amount equal to the New DIP LP Facility Claims to be satisfied thereby, which loans shall be secured by senior liens on all assets of New LightSquared and its subsidiaries that shall rank *pari passu* with the liens securing the loans made pursuant to the New LightSquared Term Loan Facility, but shall have "super-priority" status over the New LightSquared Term Loan Facility with respect to application of proceeds from collateral and (in certain circumstances) voluntary and mandatory prepayments, and which shall have market terms and conditions acceptable to the Ad Hoc LP Secured Group and reasonably acceptable to the LP Debtors. The members of the Ad Hoc LP Secured Group shall backstop, arrange or fund the New LightSquared Working Capital Facility pursuant to arrangements satisfactory to them. In the event Class 3B votes to accept the Plan, SPSO shall have the right to fund its pro rata share of the New LightSquared Working Capital

Facility; provided that any New LightSquared Working Capital Loans to be made by SPSO, either in satisfaction of Allowed New DIP LP Facility Claims held by SPSO, if any, or otherwise, shall be New LightSquared Tranche B Working Capital Loans.

In the event Class 3B votes to accept the Plan, the New LightSquared Tranche B Working Capital Loans shall be stapled to the New LightSquared Class B Common Equity and the New LightSquared Tranche B Term Loans, and may only be Transferred together as a single strip (with such strips to be divided into New LightSquared Stapled B Units). Restrictions on the Transfer of New LightSquared Stapled B Units are discussed below in Article IV.B.2(d) hereof.

If any New LightSquared Stapled B Units are Transferred to an Eligible Transferee, then such New LightSquared Stapled B Units shall convert into New LightSquared Class A Common Equity, New LightSquared Tranche A Term Loans, and, if applicable, New LightSquared Tranche A Working Capital Loans, and shall no longer be stapled or subject to the voting restrictions (or diluted voting requirements, as applicable) applicable to New LightSquared Class B Common Equity, New LightSquared Tranche B Term Loans, and, if applicable, New LightSquared Tranche B Working Capital Loans. In the event Class 3B votes to reject the Plan and Holders of Allowed Prepetition LP Facility SPSO Claims do not receive New LightSquared Common Equity, then if any New LightSquared Tranche B Working Capital Loans are Transferred to an Eligible Transferee, such New LightSquared Tranche B Working Capital Loans shall convert into New LightSquared Tranche A Working Capital Loans, and shall no longer be subject to the voting restrictions applicable to New LightSquared Tranche B Working Capital Loans. All Transfers of New LightSquared Stapled B Units or New LightSquared Tranche B Working Capital Loans, as applicable, shall be subject to the prior approval of the Board. Any Transfer or purported Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Working Capital Loans without the prior approval of the Board shall be *void ab initio* (for the avoidance of doubt, if, following a Transfer of New LightSquared Stapled B Units or New LightSquared Tranche B Working Capital Loans, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be *void ab initio*).

On and after the Effective Date, SPSO and all SPSO Affiliates shall be prohibited from acquiring any additional debt or securities of the Reorganized LP Debtors, except with the prior approval of the Board. If SPSO or any SPSO Affiliate acquires any right, title, or interest to or in respect of any New LightSquared Tranche A Working Capital Loan, such New LightSquared Tranche A Working Capital Loan shall automatically convert into a New LightSquared Tranche B Working Capital Loan.

New LightSquared shall use the proceeds from the New LightSquared Working Capital Facility for the purposes specified in the Plan, including to repay the New DIP LP Facility (to the extent Holders of Allowed New DIP LP Facility Claims object to receiving New LightSquared Working Capital Facility Loans in satisfaction of such claims, as provided in Article II.D hereof), for general corporate purposes and working capital needs, and to make Plan Distributions (other than Plan Distributions with respect to any Allowed Claims or Equity Interests in Classes 3C, 4, 5, and 6, which shall be made solely from Excess Auction Proceeds).

(c) New LightSquared Common Equity. New LightSquared shall issue the New LightSquared Common Equity, comprised of New LightSquared Class A Common Equity and New LightSquared Class B Common Equity, required to be issued in accordance with the Plan and all related instruments, certificates, and other documents required to be issued or distributed pursuant to the Plan without the necessity of any further act or action under applicable law, regulation, order, or rule, or order of the Bankruptcy Court, but subject to the receipt of all regulatory approvals required in connection with such issuance.

(i) Economic Rights. Each share or unit of New LightSquared Class A Common Equity and New LightSquared Class B Common Equity shall provide for the same rights as to dividends and distributions upon liquidation, which terms may not be altered without the consent of each of the holders of such shares or units.

(ii) Voting. Other than with respect to the economic rights discussed above, each share or unit of New LightSquared Class A Common Equity shall entitle the holder thereof to five (5) votes on any matter requiring the affirmative vote of the equityholders and each share or unit of New LightSquared Class B Common Equity shall entitle the holder thereof to one (1) vote on any matter requiring the affirmative vote of the equityholders.

(iii) Restrictions on Transfer.

The New LightSquared Class B Common Equity shall be stapled to the New LightSquared Tranche B Term Loans, and, if applicable, to the New LightSquared Tranche B Working Capital Loans, and may only be Transferred together as a single strip (with such strips to be divided into New LightSquared Stapled B Units). If any New LightSquared Stapled B Units are Transferred to an Eligible Transferee, then such New LightSquared Class B Stapled Units shall convert into New LightSquared Class A Common Equity, New LightSquared Tranche A Term Loans, and, if applicable, New LightSquared Tranche A Working Capital Loans, and shall no longer be stapled or subject to the voting restrictions

(or diluted voting requirements, as applicable) applicable to New LightSquared Class B Common Equity, New LightSquared Tranche B Term Loans, and, if applicable, New LightSquared Tranche B Working Capital Loans. All Transfers of New LightSquared Stapled B Units shall be subject to the prior approval of the Board. Any Transfer or purported Transfer of New LightSquared Stapled B Units without the prior approval of the Board shall be *void ab initio* (for the avoidance of doubt, if, following a Transfer of New LightSquared Stapled B Units, it is determined by the Board that the transferee thereof is not, or was not at the time of such Transfer, an Eligible Transferee, the Transfer shall be *void ab initio*).

On and after the Effective Date, all Prohibited Transferees shall be prohibited from acquiring any additional debt or securities of the Reorganized LP Debtors, except with the prior approval of the Board and then, only upon such terms and conditions as may be approved by the Board in its sole and absolute discretion. If SPSO or any SPSO Affiliate acquires any right, title, or interest to, or in respect of, New LightSquared Class A Common Equity, such New LightSquared Class A Common Equity shall automatically convert into New LightSquared Class B Common Equity.

(iv) New LightSquared Shareholder Agreement. Except to the extent there is a Successful Purchaser pursuant to the Auction, the foregoing terms regarding the rights and obligations of the New LightSquared Common Equity shall be implemented through an appropriate New LightSquared Shareholder Agreement or other appropriate terms contained in the Reorganized LP Debtors Corporate Governance Documents.

C. Allocation of Auction Proceeds

Auction Proceeds shall be applied (1) first, in an aggregate amount equal to the Minimum Bid to pay Pro Rata Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition LP Facility SPSO Claims, as applicable, in lieu of the New LightSquared Common Equity to be otherwise provided with respect to such Allowed Claims pursuant to, and in accordance with, Article III.B hereof, (2) second, with respect to any amount over and above the Minimum Bid, to pay Pro Rata such Allowed Claims in lieu of New LightSquared Term Loans to be issued to Holders of such Allowed Claims pursuant to, and in accordance with, Article III.B hereof, (3) third, to pay Allowed New DIP LP Facility Claims, and (4) fourth, to pay Allowed Prepetition LP Facility SPSO Subordinated Claims, if any, Allowed Existing LP Preferred Units Equity Interests, and Allowed Existing LP Common Units Equity Interests, in accordance with the immediately succeeding paragraph (which payments under this clause (4), for the avoidance of doubt, shall be made solely from Excess Auction Proceeds as described below). The amount of New LightSquared Term Loans to be issued to Holders of Allowed Prepetition LP Facility Non-SPSO Claims and Allowed Prepetition LP Facility SPSO Claims shall be reduced on a

dollar-for-dollar basis by the amount of Auction Proceeds received by such Holders with respect to such New LightSquared Term Loans. The amount of New LightSquared Working Capital Facility Loans to be issued to Holders of Allowed New DIP LP Facility Claims shall be reduced on a dollar-for-dollar basis by the amount of Auction Proceeds received by such Holders in lieu of such New LightSquared Working Capital Facility Loans.

Excess Auction Proceeds, that is, Auction Proceeds remaining, if any, after payment in full in Cash of all Allowed Prepetition LP Facility Non-SPSO Claims, Allowed Prepetition LP Facility SPSO Claims, and Allowed New DIP LP Facility Claims, shall be paid to the Holders of Allowed Claims and Equity Interests against the LP Debtors in order of priority as follows: (1) first, Allowed Prepetition LP Facility SPSO Subordinated Claims, if any, (2) second, Allowed Existing LP Preferred Units Equity Interests, and (3) third, Allowed Existing LP Common Units Equity Interests.

D. Section 1145 and Other Exemptions

The offering, issuance, and distribution of the securities contemplated by the Plan and any and all agreements incorporated therein, including New LightSquared Common Equity, shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act, and any other applicable state and federal law requiring registration or delivery of a prospectus prior to the offering, issuance, distribution, or sale of securities, pursuant to section 1145 of the Bankruptcy Code. In addition, any securities contemplated by the Plan and any and all agreements incorporated therein, including the New LightSquared Common Equity, shall be subject to (1) if issued pursuant to section 1145 of the Bankruptcy Code, the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (2) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments, (3) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in the Reorganized LP Debtors Corporate Governance Documents, and (4) applicable regulatory approval, if any.

E. Listing of New LightSquared Common Equity; Reporting Obligations

Except as the Board may otherwise direct, the Reorganized LP Debtors shall not be (1) obligated to list the New LightSquared Common Equity on a national securities exchange, (2) reporting companies under the Securities Exchange Act, (3) required to file reports with the Securities and Exchange Commission or any other entity or party, or (4) required to file monthly operating reports, or any other type of report, with the Bankruptcy Court after the Effective Date. In order to prevent the Reorganized LP Debtors from becoming subject to the reporting requirements of the Securities Exchange Act, except in connection with a public offering, the Reorganized LP Debtors Corporate Governance Documents may impose certain trading restrictions, and the New LightSquared Common Equity may be subject to certain transfer and other restrictions pursuant to the Reorganized LP Debtors Corporate Governance Documents.

F. Initial Boards of Directors and Managers

The Board shall be comprised of the persons identified in the Plan Supplement. The Board shall be selected in a manner to be determined by the Plan Proponents. In accordance with section 1129(a)(5) of the Bankruptcy Code, the Plan Proponents shall disclose in the Plan Supplement the identity and affiliations of any person proposed to serve on the Board and, to the extent such person is an insider other than by virtue of being a director, the nature of any compensation for such person. Each director or manager appointed to the Board and to the boards of the other Reorganized LP Debtors, as applicable, shall serve from and after the Effective Date pursuant to the terms of the applicable Reorganized LP Debtors Corporate Governance Documents and applicable law.

The term of any current members of the boards of directors or managers of any of the LP Debtors shall expire upon the Effective Date. From and after the Effective Date, the members of the Board and the boards of any of the other Reorganized LP Debtors shall be selected and determined in accordance with the Reorganized LP Debtors Corporate Governance Documents of the applicable Reorganized LP Debtor and applicable law, including sections 1123(a)(7) and 1129(a)(5) of the Bankruptcy Code.

G. Reorganized LP Debtors Corporate Governance Documents and Indemnification Provisions Therein

On the Effective Date, the applicable Reorganized LP Debtors shall enter into and deliver the relevant Reorganized LP Debtors Corporate Governance Documents.

Confirmation of the Plan shall constitute authorization and approval: (1) of the Reorganized LP Debtors Corporate Governance Documents and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized LP Debtors; and (2) for the Reorganized LP Debtors to enter into and execute, on or after the Effective Date, the Reorganized LP Debtors Corporate Governance Documents and such other documents as may be required or appropriate, including, without limitation, (a) taking steps, in the discretion of the Plan Proponents and Reorganized LP Debtors, as applicable, to insulate certain equityholders of New LightSquared in accordance with Section 1.993 of the rules of the FCC and (b) taking such other measures as deemed necessary and appropriate by the Plan Proponents to institute the measures set forth therein to have New LightSquared deemed, on the Effective Date, to be less than 25% foreign owned for purposes of compliance with Section 310(b) of the Communications Act of 1934, as amended, and the rules of the FCC. On the Effective Date, the Reorganized LP Debtors Corporate Governance Documents, together with all other documents, instruments, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by the Reorganized LP Debtors pursuant to the Reorganized LP Debtors Corporate Governance Documents and related documents shall be satisfied pursuant to, and as set forth in, the Reorganized LP Debtors Corporate Governance Documents and related documents.

As of the Effective Date, the Reorganized LP Debtors Corporate Governance Documents shall provide for the indemnification, defense, reimbursement, exculpation, and limitation of

liability of, and advancement of fees and expenses to, the Reorganized LP Debtors' then current directors, officers, employees, or agents (and such directors, officers, employees, or agents that held such positions as of the Confirmation Date) at least to the same extent as the organizational documents of each of the respective LP Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, or asserted or unasserted, and none of the Reorganized LP Debtors shall amend or restate the Reorganized LP Debtors Corporate Governance Documents before or after the Effective Date to terminate or materially adversely affect any of the Reorganized LP Debtors' obligations to provide such indemnification rights or such directors', officers', employees', or agents' indemnification rights.

H. Management Incentive Plan

On or as soon as practicable following the Effective Date, the Board may adopt a Management Incentive Plan. **All New LightSquared Common Equity to be issued pursuant to the Plan to Holders of Allowed Claims shall be subject to dilution by any New LightSquared Common Equity issued pursuant to a Management Incentive Plan.**

I. Management and Officers of Reorganized LP Debtors

Subject to any applicable employment contracts and applicable law, from and after the Effective Date, the officers of the Reorganized LP Debtors shall be selected and appointed by the board of directors of New LightSquared in accordance with, and pursuant to, the provisions of the Reorganized LP Debtors Corporate Governance Documents of New LightSquared, and applicable law.

J. Corporate Governance

As shall be set forth in the Reorganized LP Debtors Charters and Reorganized LP Debtors Bylaws, the Reorganized LP Debtors Boards shall consist of a number of members, and be appointed in a manner, to be agreed upon by each Plan Proponent or otherwise provided in the Reorganized LP Debtors Corporate Governance Documents. In accordance with section 1129(a)(5) of the Bankruptcy Code, to the extent not already disclosed, the Plan Proponents shall disclose the following at, or prior to, the Confirmation Hearing: (1) the identities and affiliations of any Person proposed to serve as a member of the Reorganized LP Debtors Boards or officer of the Reorganized LP Debtors and (2) the nature of compensation for any officer employed or retained by the Reorganized LP Debtors who is an "insider" under section 101(31) of the Bankruptcy Code.

K. Vesting of Assets in Reorganized LP Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, on the Effective Date, notwithstanding any prohibition of assignability under applicable non-bankruptcy law and in accordance with section 1141 of the Bankruptcy Code, all property in each Estate, all Retained Causes of Action, and any property acquired by any of the LP Debtors pursuant to the Plan shall vest in each respective Reorganized

LP Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for any Liens granted to secure the New LightSquared Working Capital Facility and New LightSquared Term Loans) without further notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court, or any other Entity.

On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized LP Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Equity Interests, or Retained Causes of Action without further notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court, or any other Entity and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AFTER THE EFFECTIVE DATE, NO REORGANIZED LP DEBTOR AND NO AFFILIATE OF ANY SUCH REORGANIZED LP DEBTOR SHALL HAVE, OR BE CONSTRUED TO HAVE OR MAINTAIN, ANY LIABILITY, CLAIM, OR OBLIGATION THAT IS BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE OR THING OCCURRING OR IN EXISTENCE ON OR PRIOR TO THE EFFECTIVE DATE OF THE PLAN (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY, CLAIM, OR OBLIGATION ARISING UNDER APPLICABLE NON-BANKRUPTCY LAW AS A SUCCESSOR TO LIGHTSQUARED LP OR ANY OTHER LP DEBTOR) AND NO SUCH LIABILITY, CLAIM, OR OBLIGATION FOR ANY ACTS SHALL ATTACH TO ANY OF THE REORGANIZED LP DEBTORS OR ANY OF THEIR AFFILIATES. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT AND SHALL NOT BE DEEMED TO PROVIDE A RELEASE OR WAIVER IN FAVOR OF HARBINGER OR ANY INC. DEBTOR.

L. Cancellation of Securities and Agreements

On the Effective Date (or the New DIP LP Facility Closing Date with respect to the DIP LP Facility), except as otherwise specifically provided for in the Plan: (1) the obligations of the LP Debtors under the DIP Facilities, the Prepetition LP Loan Documents, the Existing Shares, and any other Certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of, or ownership interest in, the LP Debtors giving rise to any Claim or Equity Interest (except certain Intercompany Interests that are to be Reinstated pursuant to the Plan), shall be cancelled solely as to the LP Debtors, and the Reorganized LP Debtors shall not have any continuing obligations thereunder; and (2) the obligations of the LP Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, Certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the LP Debtors (except certain Intercompany Interests that are to be Reinstated pursuant to the Plan) shall be released and discharged; provided, however, any agreement that governs the rights of the Holder of a Claim or Equity Interest shall continue in effect solely for the purposes of allowing such Holders to receive Plan Distributions under the Plan; provided, further, the preceding proviso shall not affect the discharge of Claims or Equity Interests pursuant to the Bankruptcy Code, the Confirmation Order, the Confirmation

Recognition Order, or the Plan or result in any expense or liability to the Reorganized LP Debtors. For the avoidance of doubt, notwithstanding anything to the contrary contained in the Plan, all claims and Causes of Action, including, without limitation, any and all claims arising under and pursuant to the Prepetition LP Loan Documents, against any Inc. Debtor or any holder of a claim against or equity interest in an Inc. Debtor shall be and are preserved and shall not be and are not released, waived, or compromised under or pursuant to the Plan, including pursuant to the treatment specified in this Article IV.L.

M. Corporate Existence

Except as otherwise provided in the Plan or as contemplated by the Plan Transactions, including Article IV.B.2(a) hereof, each LP Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, unlimited liability company, partnership, or other form, as applicable, with all the powers of a corporation, limited liability company, unlimited liability company, partnership, or other form, as applicable, pursuant to the applicable law in the jurisdiction in which each applicable LP Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan without further notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court to the extent permitted by Canadian law, or any other Entity.

N. Corporate Action

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Equity Interests, directors, managers, or officers of the LP Debtors, the Reorganized LP Debtors, or any other Entity or Person, including, without limitation, the following: (1) all transfers of assets (including Equity Interests) that are to occur pursuant to the transactions contemplated under the Plan; (2) the incurrence of all obligations contemplated by the Plan and the making of Plan Distributions; (3) the execution and delivery of all applicable Plan Documents; (4) the implementation of all settlements and compromises as set forth in, incorporated by reference, or otherwise contemplated by the Plan; (5) the execution and delivery or consummation of any and all transactions, contracts, or arrangements permitted by applicable law, order, rule, or regulation; (6) the adoption of by-laws and certificates of incorporation; and (7) the selection of the Board. All matters provided for in the Plan involving the company structure of the LP Debtors, and any company action required by the LP Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the LP Debtors.

On or, as applicable, prior to the Effective Date, the appropriate officers, managers, or authorized person of the LP Debtors (including, any president, vice-president, chief executive officer, treasurer, general counsel, or chief financial officer thereof) shall be authorized and directed to issue, enter, execute, and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments

contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name, and on behalf, of the LP Debtors, including, as appropriate: (1) all transfers of assets (including Equity Interests) that are to occur pursuant to the transactions contemplated under the Plan; (2) the incurrence of all obligations contemplated by the Plan and the making of Plan Distributions; (3) the execution and delivery of all applicable Plan Documents; (4) the implementation of all settlements and compromises as set forth in, incorporated by reference, or otherwise contemplated by the Plan; (5) the execution and delivery or consummation of any and all transactions, contracts, or arrangements permitted by applicable law, order, rule, or regulation; (6) the adoption of the Reorganized LP Debtors Corporate Governance Documents; and (7) the selection of the Board. The authorizations and approvals contemplated by this Article IV.N shall be effective notwithstanding any requirements under non-bankruptcy law.

O. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized LP Debtors and the officers and members of the boards of directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name, and on behalf, of the Reorganized LP Debtors, without further notice to or action, order, or approval of the Bankruptcy Court, the Canadian Court, or any other Entity.

P. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from an LP Debtor to a Reorganized LP Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the LP Debtors or the Reorganized LP Debtors, (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, FCC filing or recording fee, Industry Canada filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

Q. Preservation, Transfer, and Waiver of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized LP Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any Retained Causes of Actions that may be described in the Plan Supplement, and the Reorganized LP Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the LP Debtors or the Reorganized LP Debtors, as applicable, shall not pursue any and all available Causes of Action against them. The LP Debtors or the Reorganized LP Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized LP Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that an LP Debtor may hold against any Entity shall vest in the Reorganized LP Debtors, as applicable.

R. Assumption of D&O Liability Insurance Policies

To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, then, notwithstanding anything in the Plan to the contrary, the LP Debtors shall be deemed to have assumed all of the LP Debtors' unexpired D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order shall constitute, subject to the occurrence of the Effective Date, the Bankruptcy Court's approval of the LP Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies, and the LP Debtors shall be responsible only for premiums for the D&O Liability Insurance Policies properly allocable to the LP Debtors and their Estates. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the LP Debtors under the Plan as to which no Proof of Claim need be filed.

In addition, after the Effective Date, none of the Reorganized LP Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect on the Petition Date, with respect to conduct occurring prior thereto, and (except as otherwise set forth herein) all directors and officers of the LP Debtors who served in such capacity at any time on and after the Confirmation Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

S. Employee and Retiree Benefits

Except as otherwise provided in the Plan, on and after the Effective Date, the applicable Reorganized LP Debtors intend to assume and continue to perform the LP Debtors' obligations to: (1) honor, in the ordinary course of business, any contracts, agreements, policies, programs, and plans, in each case, to the extent disclosed in the Disclosure Statement or other pleadings, for, among other things, compensation and wages (including equity based and bonus compensation), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, severance or termination benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and current and former employees of any of the LP Debtors who served in such capacity at any time; and (2) honor, in the ordinary course of business, Claims of current and former employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date; provided, however, that the LP Debtors' or Reorganized LP Debtors' performance of any employment agreement shall not entitle any Person or Entity to any benefit or alleged entitlement under any policy, program, or plan that has expired or been terminated before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program, or plan. In addition, as of the Effective Date, (1) Equity Interests granted to an existing employee of the LP Debtors pursuant to any equity plan maintained by the LP Debtors or under any existing employment agreement of the LP Debtors, and any such applicable equity plan, shall be cancelled and terminated and (2) Holders of such Equity Interests shall be treated in accordance with Class 4 in Article III.B.6 hereof; provided, that the applicable Reorganized LP Debtors boards shall maintain the discretion to execute and implement agreements or plans that grant current and former employees of the applicable Reorganized LP Debtors awards of stock options, equity appreciation rights, restricted equity, phantom equity, or any other Cash or performance-based awards as the Reorganized LP Debtors boards deem appropriate.

Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized LP Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid to the extent required by applicable law.

T. Prepetition Inc. Facility Actions

[The Confirmation Order shall be deemed to be an order granting the Ad Hoc LP Secured Group standing to bring, on or before the Effective Date, the Prepetition Inc. Facility Actions.] For the avoidance of doubt, the Debtors take no position with respect to a grant of standing to the Ad Hoc LP Secured Group for purposes of pursuing any Prepetition Inc. Facility Action, and the filing of the Plan shall not be deemed as the Debtors' consent or support to the grant of such standing.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. Rejection of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease (a) is listed on the Schedule of Assumed Agreements in the Plan Supplement, (b) has been previously assumed, assumed and assigned, or rejected by the LP Debtors by Final Order or has been assumed, assumed and assigned, or rejected by the LP Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date, (c) is the subject of a motion to assume, assume and assign, or reject pending as of the Effective Date, (d) is an Intercompany Contract, or (e) is otherwise assumed, or assumed and assigned, pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Non-LP Debtor parties to Executory Contracts or Unexpired Leases that are rejected as of the Effective Date shall have the right to assert a Claim on account of the rejection of such Executory Contracts or Unexpired Leases, including under section 502(g) of the Bankruptcy Code; provided, however, that the non-LP Debtor parties must comply with Article V.B hereof.

Any Executory Contract and Unexpired Lease not previously assumed, assumed and assigned, or rejected by an order of the Bankruptcy Court, and not listed on the Schedule of Assumed Agreements in the Plan Supplement, shall be rejected on the Effective Date.

2. Assumption of Executory Contracts and Unexpired Leases

In connection with the Confirmation and Consummation of the Plan, the Plan Proponents shall designate the Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, pursuant to, and in accordance with, the Plan. On the Effective Date, the LP Debtors shall assume, or assume and assign, all of the Executory Contracts and Unexpired Leases listed on the Schedule of Assumed Agreements in the Plan Supplement, which shall include the Inmarsat Cooperation Agreement (unless otherwise agreed in writing by the Ad Hoc LP Secured Group).

With respect to each such Executory Contract and Unexpired Lease listed on the Schedule of Assumed Agreements in the Plan Supplement, the Plan Proponents shall have designated a proposed amount of the Cure Costs, and the assumption, or assumption and assignment, of such Executory Contract and Unexpired Lease may be conditioned upon the disposition of all issues with respect to such Cure Costs. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any such assumptions, or assumptions and assignments, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed, or assumed and assigned, in the Chapter 11 Cases, including hereunder,

except Proofs of Claim asserting Cure Costs pursuant to the order approving such assumption, or assumption and assignment, including the Confirmation Order, shall be deemed disallowed and expunged from the Claims Register as of the Effective Date without any further notice to, or action, order, or approval of, the Bankruptcy Court.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Notwithstanding anything in the Claims Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease, including pursuant hereto, gives rise to a Claim by the non-Debtor party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the LP Debtors, their respective successors, or their respective property unless a Proof of Claim is Filed and served on the Reorganized LP Debtors no later than thirty (30) days after the Effective Date. All Allowed Claims arising from the rejection of the LP Debtors' Executory Contracts and Unexpired Leases shall be classified as LP General Unsecured Claims and shall be treated in accordance with Class 6 in Article III.B.8 hereof.

C. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed Pursuant to Plan

With respect to any Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, pursuant hereto, all Cure Costs shall be satisfied at the option of the Plan Proponents or Reorganized LP Debtors, as applicable, (1) by payment of the Cure Costs in Cash on the Effective Date or as soon thereafter as reasonably practicable or (2) on such other terms as the parties to each such Executory Contract or Unexpired Lease may otherwise agree without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

In accordance with the Prior Bid Procedures Order, on November 22, 2013, the Debtors Filed with the Bankruptcy Court and served upon all counterparties to such Executory Contracts and Unexpired Leases, a notice regarding any potential assumption, or assumption and assignment, of their Executory Contracts and Unexpired Leases and the proposed Cure Costs in connection therewith, which notice (1) listed the applicable Cure Costs, if any, (2) described the procedures for filing objections to the proposed assumption, assumption and assignment, or Cure Costs, and (3) explained the process by which related disputes shall be resolved by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to any potential assumption, assumption and assignment, or related Cure Costs must have been Filed, served, and actually received by (1) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005 (Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq.), counsel to the Debtors, and (2) any other notice parties identified on the notice no later than 4:00 p.m. (prevailing Eastern time) on November 29, 2013; provided, however, that any objection by a counterparty to an Executory Contract or Unexpired Lease solely to the Reorganized LP Debtors' financial wherewithal must have been Filed, served, and actually received by the appropriate notice parties no later than December 30, 2013, at 4:00 p.m. (prevailing Eastern time). Any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to the proposed assumption, assumption and assignment, or Cure Costs shall be deemed to have assented to such assumption, assumption and assignment, or Cure Costs, as applicable.

In the event of a dispute regarding (1) the amount of any Cure Costs, (2) the ability of the Reorganized LP Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under such Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, or (3) any other matter pertaining to assumption, or assumption and assignment, of such Executory Contract or Unexpired Lease, the payment of any Cure Costs shall be made following the entry of a Final Order resolving the dispute and approving the assumption, or assumption and assignment, of such Executory Contract or Unexpired Lease; provided, however, that the Plan Proponents or Reorganized LP Debtors, as applicable, may settle any dispute regarding the amount of any Cure Costs without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity; provided, further, that notwithstanding anything to the contrary herein, prior to the Effective Date, the LP Debtors reserve the right to reject, subject to the consent of the Ad Hoc LP Secured Group, any Executory Contract or Unexpired Lease; provided, further, that the Bankruptcy Court shall adjudicate and decide any unresolved disputes relating to the assumption of Executory Contracts and Unexpired Leases, including, without limitation, disputed issues relating to Cure Costs, financial wherewithal, or adequate assurance of future performance, at a hearing scheduled for a date and time set forth in the Confirmation Order.

Assumption, or assumption and assignment, of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed, or assumed and assigned, Executory Contract or Unexpired Lease at any time prior to the effective date of assumption, or assumption and assignment.

D. Pre-existing Obligations to LP Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the LP Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Plan Proponents and the Reorganized LP Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting LP Debtors, from non-LP Debtor counterparties to rejected Executory Contracts or Unexpired Leases.

E. Intercompany Contracts, Contracts, and Leases Entered into After Petition Date, Assumed Executory Contracts, and Unexpired Leases

Any (1) Intercompany Contracts, (2) contracts and leases entered into after the Petition Date by any LP Debtor to the extent not rejected prior to the Effective Date, and (3) any Executory Contracts and Unexpired Leases assumed, or assumed and assigned, by any LP Debtor and not rejected prior to the Effective Date, may be performed by the applicable Reorganized LP Debtor in the ordinary course of business.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed, or assumed and assigned, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or is rejected under the Plan.

Modifications, amendments, supplements, and restatements to Executory Contracts and Unexpired Leases that have been executed by the LP Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Postpetition Contracts and Leases

Each Reorganized LP Debtor shall perform its obligations under each contract and lease entered into by the respective LP Debtor or applicable Reorganized LP Debtor after the Petition Date, including any Executory Contract and Unexpired Lease assumed by such LP Debtor or Reorganized LP Debtor, in each case, in accordance with, and subject to, the then applicable terms. Accordingly, such contracts and leases (including any assumed Executory Contracts or Unexpired Leases) shall survive, and remain unaffected by, entry of the Confirmation Order.

H. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease by the Plan Proponents on any exhibit to the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Plan Proponents that any such contract or lease is or is not, in fact, an Executory Contract or Unexpired Lease or that the LP Debtors, or their respective Affiliates, have any liability thereunder.

The Plan Proponents reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Agreements until and including the Effective Date or as otherwise provided by Bankruptcy Court order; provided, however, that if there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or with respect to asserted Cure Costs, then the Plan Proponents or the Reorganized LP Debtors, as applicable, shall have thirty (30) days following the entry of a Final Order resolving such dispute to amend the decision to assume, or assume and assign, such Executory Contract or Unexpired Lease.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request to extend the deadline for assuming, assuming and assigning, or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distribution Record Date

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the LP Debtors, the DIP LP Lenders, the Prepetition LP Agent, or their respective agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Equity Interests. Except as otherwise provided in the Plan, the LP Debtors and the Reorganized LP Debtors, as applicable, shall have no obligation to recognize any transfer of the Claims or Equity Interests occurring on or after the Distribution Record Date. Except as otherwise provided in the Plan, the LP Debtors and the Reorganized LP Debtors, as applicable, shall be entitled to recognize and deal for all purposes hereunder only with those record Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

B. Timing and Calculation of Amounts To Be Distributed

Unless otherwise provided in the Plan, on the Effective Date or as soon thereafter as reasonably practicable (or if a Claim or an Equity Interest is not Allowed on the Effective Date, on the date that such a Claim or an Equity Interest is Allowed, or as soon thereafter as reasonably practicable), each Holder of an Allowed Claim or an Allowed Equity Interest shall receive the full amount of the Plan Distribution that such Holder is entitled to pursuant to the Plan; provided, however, that Allowed Administrative Claims with respect to liabilities incurred by the LP Debtors in the ordinary course of business during the Chapter 11 Cases, or assumed by the LP Debtors on or prior to the Effective Date, shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice.

Upon the Consummation of the Plan, the New LightSquared Common Equity shall be deemed to be issued to (and the Reinstated Intercompany Interests shall be deemed to be Reinstated for the benefit of), as of the Effective Date, the eligible Holders of Allowed Claims or Allowed Equity Interests, and the other eligible Entities hereunder, as applicable, without the need for further action by any LP Debtor, Disbursing Agent, Reorganized LP Debtor, or any other Entity, including, without limitation, the issuance or delivery of any certificate evidencing any such debts, securities, shares, units, or interests, as applicable. Except as otherwise provided herein, the Holders of Allowed Claims and Allowed Equity Interests, and the other eligible Entities hereunder entitled to receive Plan Distributions pursuant to the terms of the Plan shall not be entitled to interest, dividends, or accruals on such Plan Distributions, regardless of whether such Plan Distributions are delivered on or at any time after the Effective Date.

The Disbursing Agent is authorized to make periodic Plan Distributions on account of Allowed Claims and Allowed Equity Interests and, if such periodic Plan Distributions are made, the Disbursing Agent shall reserve any applicable Plan Consideration from Plan Distributions to applicable Holders equal to the Plan Distributions to which Holders of Disputed Claims or Disputed Equity Interests would be entitled if such Disputed Claims or Disputed Equity Interests become Allowed.

C. Disbursing Agent

All Plan Distributions shall be made by New LightSquared as Disbursing Agent, or such other Entity designated by the Plan Proponents or New LightSquared, as applicable, as Disbursing Agent. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that a Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be as agreed by and between the Plan Proponents or the Reorganized LP Debtors, as applicable, and such Disbursing Agent.

Except as otherwise provided herein, Plan Distributions of Plan Consideration under the Plan shall be made by the LP Debtors or the Reorganized LP Debtors, as applicable, to the Disbursing Agent for the benefit of the Holders of Allowed Claims or Allowed Equity Interests, and the other eligible Entities hereunder, as applicable. All Plan Distributions by the Disbursing Agent shall be at the discretion of the Plan Proponents or the Reorganized LP Debtors, as applicable, and the Disbursing Agent shall not have any liability to any Entity for Plan Distributions made by them under the Plan.

D. Rights and Powers of Disbursing Agent

The Disbursing Agent shall be empowered to: (1) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (2) make all Plan Distributions contemplated hereby; (3) employ professionals to represent it with respect to its responsibilities; and (4) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

E. Plan Distributions on Account of Claims and Equity Interests Allowed After Effective Date

1. Payments and Plan Distributions on Disputed Claims and Disputed Equity Interests

Plan Distributions made after the Effective Date to Holders of Claims or Equity Interests that are not Allowed as of the Effective Date, but which later become Allowed Claims or Allowed Equity Interests, shall be deemed to have been made on the Effective Date.

2. Special Rules for Plan Distributions to Holders of Disputed Claims and Disputed Equity Interests

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties, (a) no partial payments and no partial Plan Distributions shall be made with respect to a Disputed Claim or Disputed Equity Interest until all such disputes in connection with such Disputed Claim or Disputed Equity Interest, respectively, have been resolved by settlement or Final Order, and (b) any Entity that holds both (i) an Allowed Claim or an Allowed Equity Interest and (ii) a Disputed Claim or a Disputed Equity Interest shall not receive any Plan Distribution on the Allowed Claim or Allowed Equity Interest unless and until all objections to

the Disputed Claim or Disputed Equity Interest, respectively, have been resolved by settlement or Final Order and the Disputed Claims or Disputed Equity Interests have been Allowed.

F. Delivery of Plan Distributions and Undeliverable or Unclaimed Plan Distributions

1. Delivery of Plan Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make Plan Distributions to Holders of Allowed Claims and Allowed Equity Interests at the address for each such Holder as indicated on the LP Debtors' or the Reorganized LP Debtors' records as of the date of any such Plan Distribution; provided, however, that the manner of such Plan Distributions shall be determined at the discretion of the Plan Proponents or the Reorganized LP Debtors, as applicable; provided, further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder. Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Disbursing Agent by check or by wire transfer.

Each Plan Distribution referred to in Article VI hereof shall be governed by the terms and conditions set forth herein applicable to such Plan Distribution and by the terms and conditions of the instruments evidencing or relating to such Plan Distribution, if any, which terms and conditions shall bind each Entity receiving such Plan Distribution.

2. Delivery of Plan Distributions to Holders of Allowed Prepetition LP Facility Claims

The Plan Distributions provided for Allowed Prepetition LP Facility Claims in Articles III.B.3, III.B.4, 5 and III.B.5 hereof shall be made to applicable Holders of Allowed Prepetition LP Facility Claims by the Disbursing Agent.

Notwithstanding anything to the contrary herein, no Holder of an Allowed Prepetition LP Facility Claim shall be entitled to invoke any rights or remedies under any applicable Sharing Provision. Holders of Prepetition LP Facility Claims are entitled only to the treatment specified with respect to such Claims in the Plan.

3. Minimum Plan Distributions

Notwithstanding anything herein to the contrary, the Disbursing Agent shall not be required to make Plan Distributions or payments of Cash of less than the amount of $100 and shall not be required to make partial Plan Distributions or payments of fractions of dollars. Whenever any payment or Plan Distributions of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or Plan Distribution shall reflect a rounding of such fraction to the nearest whole dollar, with half dollars or less being rounded down. The Disbursing Agent shall not be required to make partial or fractional Plan Distributions of New LightSquared Common Equity and such fractions shall be deemed to be zero.

4. Undeliverable Plan Distributions and Unclaimed Property

In the event that any Plan Distribution to any Holder is returned as undeliverable, no Plan Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such Plan Distribution shall be made to such Holder without interest; provided, however, that such Plan Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized LP Debtors (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Equity Interest in such property shall be discharged and forever barred.

G. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized LP Debtors and the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Plan Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized LP Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Plan Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Plan Distributions pending receipt of information necessary to facilitate such Plan Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized LP Debtors reserve the right to allocate all Plan Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Plan Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent that the consideration exceeds the principal amount of the Allowed Claims, to any portion of such Allowed Claims for accrued but unpaid interest.

H. Setoffs

Each LP Debtor, or such entity's designee as instructed by such LP Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim (other than an Allowed Prepetition LP Facility Non-SPSO Claim, Allowed DIP Claim, or, in the event Class 3B votes to accept the Plan, Allowed Prepetition LP Facility SPSO Claim) or any Allowed Equity Interest, and the Plan Distributions on account of such Allowed Claim or Allowed Equity Interest, any and all claims, rights, and Causes of Action that an LP Debtor or its successors may hold against the Holder of such Allowed Claim or Allowed Equity Interest after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim or Equity Interest (other than an Allowed Prepetition LP Facility Non-SPSO Claim, Allowed DIP Claim, or, in the event Class 3B votes to accept the Plan, Allowed Prepetition LP Facility SPSO Claim) hereunder shall constitute a waiver or release by an LP Debtor or its successor of any and all

claims, rights, and Causes of Action that an LP Debtor or its successor may possess against such Holder.

I. Recoupment

In no event shall any Holder of Claims against, or Equity Interests in, the LP Debtors be entitled to recoup any such Claim or Equity Interest against any claim, right, or Cause of Action of the LP Debtors or the Reorganized LP Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the LP Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The LP Debtors or the Reorganized LP Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not an LP Debtor or Reorganized LP Debtor, or the Disbursing Agent. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a Plan Distribution on account of such Claim and receives payment from an Entity that is not an LP Debtor or a Reorganized LP Debtor, or the Disbursing Agent, on account of such Claim, such Holder shall, within two (2) weeks of receipt thereof, repay or return the Plan Distribution to the applicable Reorganized LP Debtor or the Disbursing Agent, to the extent that the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Plan Distribution under the Plan. The failure of such Holder to timely repay or return such Plan Distribution shall result in the Holder owing the applicable Reorganized LP Debtor annualized interest at the Federal Judgment Rate on such amount owed for each calendar day after the two (2)-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No Plan Distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the LP Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the LP Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be Filed and without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

3. Preservation of Insurance Rights

Pursuant to section 524(e) of the Bankruptcy Code, nothing in the Plan shall release or discharge any insurer from any obligations to any Person under applicable law or any policy of insurance under which any of the LP Debtors is an insured or a beneficiary, nor shall anything contained herein constitute or be deemed a waiver by any of the LP Debtors' insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

A. Allowance of Claims and Equity Interests

After the Effective Date, the Reorganized LP Debtors shall have and retain any and all rights and defenses that the LP Debtors had with respect to any Claim or Equity Interest immediately prior to the Effective Date, including the Causes of Action referenced in Article IV.Q hereof. Except as expressly provided herein, no Claim or Equity Interest shall become Allowed unless and until such Claim or Equity Interest is deemed Allowed under Article I.A.8 hereof or the Bankruptcy Code.

B. Claims and Equity Interests Administration Responsibilities

Except as otherwise provided in the Plan, after the Effective Date, the Reorganized LP Debtors shall have the sole and exclusive authority to (1) File, withdraw, or litigate to judgment, objections to Claims or Equity Interests, (2) settle or compromise any Disputed Claim or Disputed Equity Interest without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity, and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

The Reorganized LP Debtors shall maintain the Disputed Claims and Equity Interests Reserve on account of the Disputed Claims and Disputed Equity Interests. The Disputed Claims and Equity Interests Reserve may be adjusted from time to time, and funds previously held in such reserve on account of Disputed Claims or Disputed Equity Interests that have subsequently become disallowed Claims or disallowed Equity Interests shall be released from such reserve and may be used to fund the other reserves and Plan Distributions.

C. Estimation of Claims or Equity Interests

Before the Effective Date, the Plan Proponents, and after the Effective Date, the Reorganized LP Debtors, may at any time request that the Bankruptcy Court estimate (1) any Disputed Claim or Disputed Equity Interest pursuant to applicable law and (2) any contingent or unliquidated Claim or Equity Interest pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any Entity previously has objected to such Claim or Equity Interest or whether the Bankruptcy Court has ruled on any such objection.

The Bankruptcy Court shall retain jurisdiction to estimate any Claim or Equity Interest, any group of Claims or Equity Interests, or any Class of Claims or Equity Interests, at any time during litigation concerning any objection, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim or Disputed Equity Interest, that estimated amount shall constitute either (1) the Allowed amount of such Disputed Claim or Disputed Equity Interest, (2) a maximum limitation on such Disputed Claim or Disputed Equity Interest, or (3) in the event such Disputed Claim or Disputed Equity Interest is estimated in connection with the estimation of other Claims or Equity Interests within the same Class, a maximum limitation on the aggregate amount of Allowed Claims or Equity Interests on account of such Disputed Claims or Disputed Equity Interests so estimated, in each case, for all purposes under the Plan (including for purposes of Plan Distributions); provided, however, that the Plan Proponents or the Reorganized LP Debtors, as applicable, may elect to pursue supplemental proceedings to object to any ultimate allowance of any Disputed Claim or Disputed Equity Interest and any ultimate Plan Distributions on such Claim or Equity Interest. Notwithstanding any provision in the Plan to the contrary, a Claim or Equity Interest that has been disallowed or expunged from the Claims Register or stock transfer ledger or similar register of the applicable Debtor, as applicable, but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars unless otherwise ordered by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim or Equity Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim or Equity Interest is estimated.

All of the aforementioned Claims or Equity Interests and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims or Equity Interests may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Expungement or Adjustment to Claims or Equity Interests Without Objection

Any Claim or Equity Interest that has been paid, satisfied, superseded, or compromised in full may be expunged on the Claims Register or stock transfer ledger or similar register of the applicable LP Debtor, as applicable, by the Reorganized LP Debtors, and any Claim or Equity Interest that has been amended may be adjusted thereon by the Reorganized LP Debtors, in both cases without a Claims or Equity Interests objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity. Additionally, any Claim or Equity Interest that is duplicative or redundant with another Claim or Equity Interest against the same LP Debtor may be adjusted or expunged on the Claims Register or stock transfer ledger or similar register of the applicable LP Debtor, as applicable, by the Reorganized LP Debtors without a Claims or Equity Interests objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

E. No Interest

Unless otherwise (1) specifically provided for in the Plan or the Confirmation Order, (2) agreed to by the Plan Proponents or the Reorganized LP Debtors, as applicable, (3) provided for in a postpetition agreement in writing between the Plan Proponents or the Reorganized LP Debtors, as applicable, and a Holder of a Claim, or (4) allowed under applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final Plan Distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

F. Deadline To File Objections to Claims or Equity Interests

Any objections to Claims or Equity Interests shall be Filed no later than the Claims and Equity Interests Objection Bar Date, as may be extended from time to time.

G. Disallowance of Claims or Equity Interests

Any Claims or Equity Interests held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are transferees of transfers avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code or otherwise, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Equity Interests may not receive any Plan Distributions on account of such Claims or Equity Interests until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered and all sums or property due, if any, to the LP Debtors from that Entity have been turned over or paid.

EXCEPT AS PROVIDED HEREIN OR OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO, OR ACTION, ORDER, OR APPROVAL OF, THE BANKRUPTCY COURT OR ANY OTHER ENTITY, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY PLAN DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS ON OR BEFORE THE CONFIRMATION HEARING SUCH LATE CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

H. Amendments to Claims

On or after the later of the Effective Date or the applicable deadline set by the Bankruptcy Court, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized LP Debtors, and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Equity Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Plan Distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Equity Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Equity Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests in, the LP Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Equity Interests relate to services performed by current or former employees of the LP Debtors prior to the Effective Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case, whether or not (1) a Proof of Claim or proof of Equity Interest based upon such debt, right, or Equity Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (2) a Claim or Equity Interest based upon such debt, right, or Equity Interest is Allowed pursuant to section 502 of the Bankruptcy Code, or (3) the Holder of such a Claim or Equity Interest has accepted the Plan. Any default by the LP Debtors or their Affiliates (other than the Inc. Debtors) with respect to any Claim or Equity Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Equity Interests subject to the occurrence of the Effective Date.

B. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Allowed Equity Interests and the respective Plan Distributions and treatments under the Plan shall give effect to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Plan Proponents, as applicable, reserve the right to reclassify any Allowed Claim or Equity Interest in accordance with any contractual, legal, or equitable subordination relating thereto. For the avoidance of doubt, in the event that Class 3B votes to reject the Plan, the Prepetition LP Facility SPSO Subordinated Claims shall be (a) Disputed Claims and shall be treated in accordance with Articles VI and VII hereof, (b) subordinated to all other Claims against each of the LP Debtors, and (c) treated under the Plan as an unsecured Claim.

C. Compromise and Settlement of Claims and Controversies

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Equity Interests, Causes of Action, and controversies resolved pursuant to the Plan and relating to any contractual, legal, and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any Plan Distributions to be made on account of such an Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests, Causes of Action, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the LP Debtors, their Estates, and Holders of Claims or Equity Interests and is fair, equitable, and reasonable. Plan Distributions made to Holders of Allowed Claims or Equity Interests are intended to be final. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, after the Effective Date, the Reorganized LP Debtors may compromise and settle Claims against, or Equity Interests in, the LP Debtors, and Causes of Action against other Entities.

D. Releases by LP Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the LP Debtors and the implementation of the restructuring transactions contemplated by the Plan, on and after the Effective Date, to the fullest extent permissible under applicable law, the Released Parties are deemed released and discharged by the LP Debtors, the Reorganized LP Debtors, and the Estates from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including, but not limited to, the Ergen Actions in the event that Class 3B votes to accept the Plan), and any derivative claims asserted on behalf of the LP Debtors or the Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the LP Debtors, the Reorganized LP Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the LP Debtors, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the LP Debtors, the New LightSquared Term Loan Facility, the New DIP LP Facility, the New LightSquared Working Capital Facility, or the New LightSquared Common Equity, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission,

transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything contained herein to the contrary, the foregoing release does not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New LightSquared Loan Facility Agreement, and Reorganized LP Debtors Corporate Governance Documents) executed to implement the Plan.

E. Exculpation

Except as otherwise specifically provided in the Plan, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Plan Documents, or any contract, instrument, release, or other agreement, or document created or entered into in connection with this Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with, or in contemplation of, the restructuring of the Debtors, the approval of the Disclosure Statement, or Confirmation or Consummation of this Plan, except for (1) willful misconduct (including fraud) or gross negligence and/or (2) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under, or in connection with, this Plan, or assumed pursuant to this Plan, or assumed pursuant to a Final Order, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

F. Third-Party Releases by Holders of Claims or Equity Interests

Except as otherwise specifically provided in the Plan, on and after the Effective Date, to the fullest extent permissible under applicable law, (1) each Released Party, (2) each present and former Holder of a Claim or Equity Interest, and (3) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including ex-officio members), officers, directors, principals, managers, trustees, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives (in each case, in his, her, or its capacity as such) (each of the foregoing parties in (1), (2), and (3), a "Releasing Party") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages,

Claims, Equity Interests, Causes of Action, remedies, and liabilities whatsoever (including, but not limited to, the Ergen Actions in the event that Class 3B votes to accept the Plan), and any derivative claims asserted on behalf of an LP Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that each Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the LP Debtors, the LP Debtors' restructuring, the Chapter 11 Cases, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the New LightSquared Term Loan Facility, the New DIP LP Facility, the New LightSquared Working Capital Facility, or the New LightSquared Common Equity, as applicable, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any LP Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence; <u>provided, however</u>, that the third-party release in this Article VIII.F shall not apply to each present and former Holder of a Claim or Equity Interest that (a) votes to reject the Plan or has abstained from voting to accept or reject the Plan and (b) rejects the third-party release provided in this Article VIII.F by checking the box on the applicable Ballot indicating that such Holder opts not to grant such third-party release.

Notwithstanding anything contained herein to the contrary, the third-party release herein does not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the New LightSquared Loan Facility Agreement, and Reorganized LP Debtors Corporate Governance Documents) executed to implement the Plan.

G. Injunction

Except as otherwise expressly provided in the Plan, or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Article VIII.D hereof or Article VIII.F hereof, discharged pursuant to Article VIII.A hereof, or are subject to exculpation pursuant to Article VIII.E hereof, are permanently enjoined to the fullest extent permissible under applicable law, from and after the Effective Date, from (1) pursuing any claims or actions released pursuant to Article VIII.F hereof (including, but not limited to, the Ergen Actions in the event that Class 3B votes to accept the Plan), and (2) taking any of the following actions against the LP Debtors or the Reorganized LP Debtors: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with

respect to any such Claims or Equity Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plan. Nothing in the Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the LP Debtors in a nominal capacity to recover insurance proceeds so long as the LP Debtors or Reorganized LP Debtors, as applicable, and any such Entity agree in writing that such Entity shall (i) waive all Claims against the LP Debtors, the Reorganized LP Debtors, and the Estates related to such action and (ii) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

H. Release of Liens

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, (1) on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and (2) in the case of a Secured Claim, upon satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, discharged, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledge, or other security interests against any property of the Estates shall revert to the Reorganized LP Debtors and their successors and assigns. The Reorganized LP Debtors shall be authorized to file any necessary or desirable documents to evidence such release in the name of such Holder of a Secured Claim.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION DATE AND EFFECTIVE DATE OF PLAN

A. Conditions Precedent to Confirmation Date

It shall be a condition to the Confirmation Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. The Bankruptcy Court shall have entered the Disclosure Statement Order and the Canadian Court shall have entered the Disclosure Statement Recognition Order.

2. The LP Debtors shall have received binding commitments with respect to the New DIP LP Facility and New LightSquared Working Capital Facility.

3. The LP Debtors shall have listed on the Schedule of Assumed Agreements in the Plan Supplement the Inmarsat Cooperation Agreement (unless otherwise agreed in writing by the Ad Hoc LP Secured Group).

4. The Bankruptcy Court shall have entered the Confirmation Order, which shall (a) be in form and substance satisfactory to the Plan Proponents, (b) be entered no later than October 31, 2014, and (c) approve the New LightSquared Loan Facility.

5. The Bankruptcy Court shall have entered the New DIP LP Facility Order, which shall have become a Final Order.

B. Conditions Precedent to Effective Date

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. Each of the Confirmation Order and the Confirmation Recognition Order, in form and substance satisfactory to the Plan Proponents, shall have become a Final Order.

2. All conditions precedent to the closing of the New LightSquared Term Loan Facility and the New LightSquared Working Capital Facility shall have been satisfied or waived in accordance therewith.

3. The Bankruptcy Court shall have made a Litigation Determination.

4. The Bankruptcy Court shall have made an Inmarsat Cooperation Agreement Determination.

5. The Plan Documents shall have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by a Debtor that the Effective Date has occurred) contained therein shall have been satisfied or waived in accordance therewith:

   (a) the New LightSquared Loan Facility Agreement and any related documents, in forms and substance acceptable to the Plan Proponents, shall have been executed and delivered by all of the Entities that are parties thereto, and the incurrence of obligations pursuant to the New LightSquared Loan Facility shall have occurred;

   (b) the Reorganized LP Debtors Corporate Governance Documents, in forms and substance acceptable to the Ad Hoc LP Secured Group, shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof; and

(c) the LP Debtors shall have sufficient Cash on hand to fund the Professional Fee Reserve and the Disputed Claims and Equity Interests Reserve.

6. The LP Debtors shall have paid in full in Cash all Ad Hoc LP Secured Group Fee Claims.

7. All necessary actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

8. The FCC, Industry Canada, and other applicable governmental authorities shall have granted any necessary consents and approvals required for the LP Debtors to emerge from chapter 11 pursuant to this Plan (including, without limitation and to the extent applicable, consents to the assignment of the LP Debtors' licenses, the transfer of control of the LP Debtors and/or the issuance of New LightSquared Common Equity, as well as customary approvals and authorizations related thereto) and any statutory waiting periods shall have expired (including, if applicable, under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* and the *Competition Act* (Canada)).

C. Waiver of Conditions

The conditions to the Confirmation Date and/or the Effective Date of the Plan set forth in this Article IX may be waived by each Plan Proponent (in accordance with the terms hereof), without notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity. For the avoidance of doubt, the Ad Hoc LP Secured Group's consent to waive such conditions shall be determined by the vote of a majority in principal amount of outstanding loans held by the members of the Ad Hoc LP Secured Group.

D. Harbinger Litigation Action

To the extent that they have not already done so, the Plan Proponents shall promptly commence and prosecute a Harbinger Litigation Action and shall use their best efforts to obtain a Harbinger Litigation Determination prior to the occurrence of the Effective Date.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Plan Proponents (in accordance with the terms hereof), reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in the Plan, each of the Plan Proponents (in accordance with the terms hereof), expressly reserves its respective right to revoke or withdraw, or, to alter, amend, or modify materially the Plan with respect to any LP Debtor, one or more

times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court or Canadian Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, the Confirmation Order, or the Confirmation Recognition Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article X.A.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order or Confirmation Recognition Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Plan Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent chapter 11 plans. If the Plan Proponents revoke or withdraw the Plan, or if the Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claims or Equity Interests or Class of Claims or Equity Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (3) nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims or Equity Interests in any respect, (b) prejudice in any manner the rights of the Debtors or any other Entity in any respect, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity in any respect. Further, the Debtors reserve their right to withdraw support for the Plan at any time if it is determined that pursuing the Plan would be inconsistent with the exercise of their fiduciary duties; provided that such withdrawal is without prejudice to the right of the Ad Hoc LP Secured Group to continue to seek confirmation and consummation of the Plan.

D. Validity of Certain Plan Transactions If Effective Date Does Not Occur

If, for any reason, the Plan is Confirmed, but the Effective Date does not occur, any and all post-Confirmation Date and pre-Effective Date Plan Transactions that were authorized by the Bankruptcy Court, whether as part of the New DIP LP Facility, the Plan, or otherwise, shall be deemed valid, in full force and effect, and not subject to revocation or reversal.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim, of any request for the payment or Plan Distribution on account of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code, and of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;

2. Decide and resolve all matters relating to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters relating to the following: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which an LP Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed, or assumed and assigned; (c) the Reorganized LP Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned; and (d) any dispute regarding whether a contract or lease is or was executory or unexpired;

4. Ensure that Plan Distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving an LP Debtor that may be pending on the Effective Date;

6. Adjudicate, decide, or resolve any and all matters related to Causes of Action or Potential Harbinger Claims;

7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Consummation or enforcement of the Plan;

11. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

12. Hear and determine all disputes involving the existence, nature, or scope of the LP Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

13. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of Plan Distributions and the recovery of additional amounts owed by the Holder of a Claim or Equity Interest for amounts not timely repaid pursuant to Article VI.J hereof;

14. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Disclosure Statement;

16. Enter an order or final decree concluding or closing the Chapter 11 Cases;

17. Adjudicate any and all disputes arising from or relating to Plan Distributions under the Plan or any transactions contemplated therein;

18. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

20. Enforce all orders previously entered by the Bankruptcy Court;

21. Enforce the Litigation Determination, including by issuing injunctions, entering and implementing other orders, and taking such other actions as may be necessary to stay, bar, preclude, or otherwise limit Persons (other than the Debtors) to assert any claims or causes of action against the GPS Industry and/or the FCC;

22. Hear and determine any Harbinger Litigation Action;

23. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Consummation or enforcement of the Plan; and

24. Hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX.B hereof, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the LP Debtors, the Reorganized LP Debtors, and any and all Holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties, or are subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring or receiving property under the Plan, and any and all non-LP Debtor parties to Executory Contracts or Unexpired Leases with the LP Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents

On or before the Effective Date, the Plan Proponents may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Plan Proponents or the Reorganized LP Debtors, as applicable, and all Holders of Claims or Equity Interests receiving Plan Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or appropriate to effectuate the provisions and intent of the Plan.

C. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall have entered the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan or the Disclosure Statement, shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

D. Successors and Assigns

Except as otherwise provided in the Plan, the rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any

heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of each Entity.

E. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to:

the LP Debtors or the Reorganized LP Debtors, shall be served on:

LightSquared LP
Attn: General Counsel
10802 Parkridge Boulevard
Reston, VA 20191

Milbank, Tweed, Hadley & McCloy LLP
Matthew S. Barr
Steven Z. Szanzer
Karen Gartenberg
One Chase Manhattan Plaza
New York, NY 10005

the Special Committee, shall be served on:

Kirkland & Ellis LLP
Paul M. Basta
Joshua A. Sussberg
601 Lexington Avenue
New York, NY 10022

the Ad Hoc LP Secured Group or any members thereof, shall be served on:

White & Case LLP
Thomas E Lauria
Glenn M. Kurtz
1155 Avenue of the Americas
New York, NY 10036

Wilmington Savings Fund Society, FSB, as administrative agent under the Prepetition LP Credit Agreement, shall be served on:

McDermott Will & Emery LLP
Leonard Klingbaum
Darren Azman
340 Madison Avenue
New York, NY 10173

After the Effective Date, the Reorganized LP Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized LP Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

F. Term of Injunctions or Stays

Unless otherwise provided in the Plan, the Confirmation Order, or the Confirmation Recognition Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan, the Confirmation Order, or the Confirmation Recognition Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan, the Confirmation Order, or the Confirmation Recognition Order shall remain in full force and effect in accordance with their terms.

G. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into, and are a part of, the Plan as if set forth in full in the Plan, and any reference to the Plan shall mean the Plan and the Plan Supplement. Upon its Filing, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, at the Bankruptcy Court's website at www.nysb.uscourts.gov, and at the website of the Claims and Solicitation Agent at http://www.kccllc.net/lightsquared. The documents contained in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

H. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

I. Non-severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (1) valid and enforceable pursuant to its terms, (2) integral to the Plan and may not be deleted or modified without the LP Debtors' or Reorganized LP Debtors', as applicable, consent, and (3) non-severable and mutually dependent.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Plan Proponents shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and

pursuant to section 1125(e) of the Bankruptcy Code, the LP Debtors and each of their respective Affiliates, subsidiaries, members, principals, shareholders, officers, directors, employees, representatives, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, shall have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

K. Waiver or Estoppel

Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the LP Debtors or their counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

L. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall govern and control.

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New York, New York
Dated: August 15, 2014

ALL

LIGHTSQUARED LP (FOR ITSELF AND OTHER LP DEBTORS)

By: */s/ Douglas Smith*
Name: Douglas Smith
Title: Chief Executive Officer, President, and Chairman of the Board of LightSquared LP

COMPANY, INVES FUNDS PREP

CAPITAL RESEARCH AND MANAGEMENT IN ITS CAPACITY AS TMENT MANAGER TO CERTAIN THAT ARE HOLDERS OF ETITION LP FACILITY CLAIMS

By: */s/ Kristine M. Nishiyama*
Name: Kristine M. Nishiyama
Title: Authorized Signatory

CYRUS CAPITAL PARTNERS, L.P., IN ITS CAPACITY AS INVESTMENT MANAGER TO CERTAIN FUNDS THAT ARE HOLDERS OF PREPETITION LP FACILITY CLAIMS

By: */s/ Jennifer M. Pulick*
Name: Jennifer M. Pulick
Title: Authorized Signatory

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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

AFFIDAVIT OF ELIZABETH CREARY
(Sworn August 20, 2014)

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77 King Street West, Suite 400
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Solicitors for the Foreign Representative and Canadian counsel to the Chapter 11 Debtors.

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

MOTION RECORD
(Returnable August 26, 2014)

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