

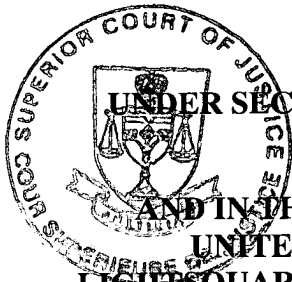
**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MR.
JUSTICE NEWBOULD

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TUESDAY, THE 21st DAY
OF AUGUST, 2012

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



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

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

RECOGNITION ORDER

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

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

ON READING the Notice of Motion, the affidavit of Elizabeth Creary sworn August 9, 2012, the affidavit of Kate Stigler sworn August 15, 2012, the supplemental report to the first report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer (the “**Information Officer**”) of the Chapter 11 Debtors, dated June 22, 2012 (the “**Supplemental Report**”) and the second report of the Information Officer dated August 15, 2012 (the “**Second Report**”), and on hearing the submissions of counsel for the Foreign Representative and counsel for the Information Officer, no one else appearing although duly served as appears from the affidavits of service of Stephanie Waugh sworn August 10, 2012 and August 15, 2012, respectively,

SERVICE

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

RECOGNITION OF FOREIGN ORDERS

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

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

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

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

INFORMATION OFFICER'S REPORTS

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



ENTERED AT / ENTRE DANS LE REGISTRE
ON / BOOK NO.:
LE / DANS LE REGISTRE NO.:

AUG 21 2012

PER/FAR:



SCHEDULE “A”

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

In re:

LIGHTSQUARED INC., *et al.*,

Debtors.¹

)

) Chapter 11

)

) Case No. 12-12080 (SCC)

)

) Jointly Administered

)

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

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

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

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

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

1. The Motion is granted to the extent set forth herein.

2. Pursuant to section 363(b) of the Bankruptcy Code, LightSquared is authorized to sell or transfer De Minimis Assets in accordance with the following De Minimis Asset Sale Procedures.

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

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

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

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

5. any contracts to be assumed and assigned in connection with the Proposed Sale;
6. the identities of any known parties holding or asserting Liens or other interests or potential interests in the relevant De Minimis Assets; and
7. instructions regarding the procedures to assert objections to the Proposed Sale.

(iii) The Sale Notice Parties will have until 5:00 p.m., prevailing Eastern time, on the fifth (5th) Business Day following service of the Sale Notice (the "Sale Objection Deadline") to object to the Proposed Sale. Any such objection (a "Sale Objection") must be: (a) made in writing, stating the Sale Objection with specificity; and (b) filed with the Bankruptcy Court and served on counsel to LightSquared and the Sale Notice Parties so as to be received by or on the Sale Objection Deadline. "Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in New York City, NY are authorized or obligated by law or executive order to close.

1. If the terms of a Proposed Sale are materially amended after transmittal of the Sale Notice but prior to the Sale Objection Deadline, LightSquared will send a revised Sale Notice to the Sale Notice Parties. The Sale Notice Parties will have an additional three (3) Business Days to object in accordance with the Sale Objection procedures described above.
2. If no Sale Objection is properly filed and served by the Sale Objection Deadline, LightSquared will be authorized, without further notice and without further Bankruptcy Court approval, to consummate the Proposed Sale in accordance with the terms and conditions of the underlying contract or contracts and take such other actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any commission.
3. If a Sale Notice Party properly files and serves a Sale Objection to a Proposed Sale prior to the Sale Objection Deadline, LightSquared and such objecting party will use good faith efforts to resolve the Sale Objection consensually; provided, however, that if terms of the Proposed Sale were materially amended to resolve the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: August 14, 2012
New York, New York

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

SCHEDULE “B”

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

In re:

LIGHTSQUARED INC., *et al.*,

Debtors.¹

) Chapter 11

) Case No. 12-12080 (SCC)

) Jointly Administered

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

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

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

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

thereof, all as more fully described in the Motion; and upon the Declaration of Marc R.

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

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

approved and shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

⁷

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

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

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

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

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

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

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

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

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

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

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

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

Dated: August 14, 2012
New York, New York

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

Schedule 1

Bar Date Notice

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

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

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

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

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

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

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

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

Debtors in These Chapter 11 Cases

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

1. WHO MUST FILE A PROOF OF CLAIM

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

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

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

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need not file a Proof of Claim if:

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

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

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

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

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

3. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

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

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

4. WHEN AND WHERE TO FILE

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

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

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

5. WHAT TO FILE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: New York, New York
_____, 2012

BY ORDER OF THE COURT

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

Schedule 2

Publication Notice

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

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

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

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

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

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

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

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

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

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

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

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

Dated: New York, New York
_____, 2012

BY ORDER OF THE COURT

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

Schedule 3

Proof of Claim Form

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

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with

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

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

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

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

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

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

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

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

7. Credits:

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

8. Documents:

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

9. Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

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

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

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

Unsecured Claim

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

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

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

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

RECOGNITION ORDER
(AUGUST 21, 2012)

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

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Lawyers for the Chapter 11 Debtors.